City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, May 25, 2021

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-383 Approve the Agenda for the Regular meeting of May 25, 2021, as presented or with amendments.

Attachments: 05-25-2021 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-343 Approve the Minutes for the FY 2022 Budget Priorities Workshop held on April 16, 2021, as written or with amendments.

Attachments: 04-16-2021 MinutesADA.pdf
EXHIBIT A: FY2022 - Budget Priorities Workshop (4-16-21) DRAFT RB.pdf

II.2(b) 21-358 Approve the Minutes of the City Council FY 2022 Budget Priorities Workshop on April 26, 2021, as written or with amendments.

Attachments: 04-26-2021 Minutes.pdf
EXHIBIT A-Council Briefing Session 4-26 (SW).pdf

II.2(c) 21-359 Approve the Minutes of the City Council FY 2022 Budget Priorities Workshop on April 19, 2021, as written or with amendments.

Attachments: 04-19-2021 Minutes.pdf
EXHIBIT A- April_19_2021_BudgetWorkshop.pdf

III. AWARDS AND PRESENTATIONS:

III.1 21-339 Recognition of Cocoa High School's Top Scholar Alejandro Quintana. (Councilmember Koss)

III.2 21-357 Certificates of Recognition for Emma Jewel Charter Academy's Odyssey of the Mind Team. (Deputy Mayor Goins)

Attachments: Emma Jewel's Odyssey of the Mind Team Certificates.pdf

III.3 21-390 Proclamation: "Lady Tigers Athletics Day" and Recognition of Cocoa High School's Lady Tigers Sports Teams. (Mayor Blake)

Attachments: Lady Tigers Athletics 8 x 10 Proclamation Template.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 21-340 Approve Bid No. B-21-13-COC with Hydra Services, Inc., DeBary, Florida, for the Replacement of Fourteen Lift Station Pumps, Project No. WS1141; To Authorize the City Manager to Execute the Contract. (Utilities Director)

Attachments: SLA Contract Agreement No. 21-13_Hydra Services.pdf
Section 100_7 & 100_8 (Pricing Proposal).pdf
Signed - E-Verify Affidavit and Proof of Registration.pdf
Signed - Notice of Intent to Award.pdf
Master Bid Tabulation Sheet.pdf
Bid Opening Sign In Sheet.pdf
Hydra Services COI Exp 1-1-22.pdf

V.2 21-349 Approve the Police Department to Apply for the FY2021 Bullet Proof Vest Grant. (Chief of Police)

Attachments: FY22 Bulletproof Vest Grant Internal Application.pdf

V.3 21-368 Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2022, pending the final approval of the City of Cocoa Fiscal Year 2022 budget. (Chief of Police)

Attachments: ANR MUNICIPAL SERVICES AGREEMENT 2022.pdf

V.4 21-372 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from TSC Jacobs, Inc. of Lutz, Florida, to Replace the Equalization Pumps at the Sellers Water Reclamation Facility. (Utilities Director)

Attachments: Resolution - Sole Source - TSC Jacobs, Inc..doc
ECP_TSC-Jacobs_$88,965.00_UT-Sellers.pdf
Trillium Pumps USA Sole Source Cocoa.pdf
Cocoa FL Self Priming Pumps Wemco proposal (283225 4-23-21).pdf

V.5 21-373 Approve a Resolution and Special Category Historic Preservation Grant Application through the Florida Department of State for $150,000 with a 1:1 match from the City for $150,000 for the replacement of doors and windows to the Historic Harry T. Moore Center. (Public Works Director)

Attachments: 052521 - Special Category Grant Application Resolution.doc

V.6 21-381 Approval a Resolution Amending the FY21 Budget, BAF # 21-079-A, for Debt Service Costs Related to the Issuance of the Series 2020 Bond. (Finance Director)

Attachments: Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-079-A-FN-Series 2020 Bond-SRF Loan Payments (5-25-21) Agenda 21

MULTI-YEAR CONTRACTS:

V.7 21-341 Approve the Third Amendment to Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Change Order #1 to Purchase Order 77302 with Ace Flow Control. (Utilities Director)

Attachments: B-14-07-COC 3rd Amendment.pdf
B-14-07-COC Executed Agreement.pdf
B-14-07-COC 2019 renewal.pdf
Ace Flow COI Exp 6-11-21 .pdf
B-14-07-COC 2016 Contract Modifications.pdf

V.8 21-350 Approve a multi-year interlocal agreement between City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2021 and end May 26, 2022. (Chief of Police)

Attachments: 2021 Rockledge Crossing Guard.pdf

V.9 21-364 Approve Participation in a Piggyback Agreement with H & H Sludge Disposal, Brandford, Florida, to Provide Certain Services with respect to Biosolids Transportation and Disposal Utilizing the City of Palm Bay's Contract #35-0-2020: Biosolids Transportation and Disposal effective through May 14, 2022, To Authorize the City Manager to Approve Annual Renewals. (Utilities Director)

Attachments:
- Partially Signed Piggyback Contract_Cocoa- H&H LSD 5-5-2021.pdf
- Signed E-Verify Affidavit_H&H LSD.pdf
- Service Agreement_PB.pdf
- PB Renewal No 1_5 14 2021.pdf
- Cocoa Piggyback Palm Bay Option.pdf
- Cocoa COI 2021-2022- H&H LSD.pdf

V.10 21-369 Approve a multi-year (5yr) contract with P&A Group for retiree and COBRA billing administration services from July 1, 2021 to June 30, 2024, with two (2) one-year renewal options. Authorize the City Manager approval authority to sign associated contract approved by City Council and subsequent renewal terms. (Administrative Services Director)

Attachments:
- 031821 - Cocoa - Cobra Retiree Evaluation BAFO.pdf
- City of Cocoa COBRA Proposal.pdf
- City of Cocoa Retiree-Direct Billing Proposal.pdf

VI. PUBLIC HEARINGS:

VI.1 21-386 Conduct final Public Hearing to approve the City of Cocoa's FY 2021/2022 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)...End

Attachments:
- Exhibit A-FINAL CDBG FY 21-22 Action Plan.docx
- Exhibit B-FINAL STATEMENT OF CDBG PROJECTS FOR FY 2021.docx
- Exhibit C-Florida Today Ad's.pdf
- Exhibit D-City Clerk Journal Page 4.pdf
- Exhibit E- Map of Cocoa.pdf
- Exhibit F-CRA Map 2021.pdf
- Exhibit G- Census Tracts Cocoa Map.pdf
- Exhibit H-Certifications.pdf

VI.2 21-388 Approval of a Final Subdivision known as Adamson Creek Phase One-C consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, with conditions. (Community Services Director)

Attachments: Exhibit A - Final Subdivision Plat - Adamson Creek 1C.pdf
Exhibit B - Opinion of Title - Adamson 1C.pdf
Exhibit C - Location Map.pdf
Legal Ad Proof - Adamson Creek 1C.pdf

VII. COUNCIL BUSINESS:

VII.1 21-338 Consideration of Three Applicants to Fulfill Two Vacant Regular Member Positions in Addition to the Consideration of a Reappointment to the Board of Adjustment. (Administrative Services Director)

Attachments: BOA Roster.pdf
Dyar Application.pdf
04_27_21 Intent to Reapply.pdf

VI.2 21-392 Consider the Appointment of two of the following applicants as members to the Planning & Zoning Board: Jesse Heredia, Anita Rodgers, Justin Simpson and Brenda Warner. One would fill a Regular Member Vacancy and one would fill the 2nd Alternate Member Vacancy. (Administrative Services Director)

Attachments: P&Z Roster.pdf
Heredia Application.pdf
Rodgers Application.pdf
Simpson Application.pdf
Warner Application.pdf

VIII. CITY BUSINESS:

VIII.1 21-255 Approve a Resolution for the City of Cocoa to adopt the goal of Vision Zero. (Public Works Director)

Attachments: Resolution - Adoption of Vision Zero.doc

IX. INFORMATIONAL AGENDA:

IX.1 21-360 Fire Incident Summary for April 2021. (Fire Chief)

Attachments: April 2021 Calls for Service By Incident Type.pdf

IX.2 21-371 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 4/30/2021.

Attachments: PO Monthy Report to City Council 10.01.20 thru 4.30.21.pdf

IX.3 21-375 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: CM-Change Orders 4-30-21.pdf

IX.4 21-376 FY 2021 Budget Adjustment Report. (Finance Director)

Attachments: April FY 2021 EXPENSE Budget Tracking Worksheet.pdf
April FY 2021 REVENUE Budget Tracking Worksheet.pdf

IX.5 21-377 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By Classification Report - April 2021.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

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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.

Legislation Details (With Text)

File #:	21-383	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/13/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of May 25, 2021, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-25-2021 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 13, 2021
Agenda Date: May 25, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of May 25, 2021, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of May 25, 2021, as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: May 25, 2021
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 May 25, 2021 (21-383)

2. Minutes: (a) Minutes for the FY 2022 Budget Priorities Workshop held on April 16, 2021 (21-343)

(b) Minutes of the City Council FY 2022 Budget Priorities Workshop on April 26, 2021 (21-358)

(c) Minutes of the City Council FY 2022 Budget Priorities Workshop on April 19, 2021 (21-359)

III. Awards and Presentations:

1. Recognition of Cocoa High School's Top Scholar Alejandro Quintana. (21-339). (Councilmember Koss)

2. Certificates of Recognition for Emma Jewel Charter Academy's Odyssey of the Mind Team. (21-357). (Deputy Mayor Goins)

3. Proclamation: "Lady Tigers Athletics Day" and Recognition of Cocoa High School's Lady Tigers Sports Teams. (21-390). (Mayor Blake)

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. Consent Agenda:

(A) General Consent Items:

1. Approve Bid No. B-21-13-COC with Hydra Services, Inc., DeBary, Florida, for the Replacement of Fourteen Lift Station Pumps, Project No. WS1141; To Authorize the City Manager to Execute the Contract. (21-340). (Utilities Director)

2. Approve the Police Department to Apply for the FY2021 Bullet Proof Vest Grant. (21-349). (Chief of Police)

3. Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2022, pending the final approval of the City of Cocoa Fiscal Year 2022 budget. (21-368). (Chief of Police)

4. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from TSC Jacobs, Inc. of Lutz, Florida, to Replace the Equalization Pumps at the Sellers Water Reclamation Facility. (21-372). (Utilities Director)

5. Approve a Resolution and Special Category Historic Preservation Grant Application through the Florida Department of State for $150,000 with a 1:1 match from the City for $150,000 for the replacement of doors and windows to the Historic Harry T. Moore Center. (21-373). (Public Works Director)

6. Approval a Resolution Amending the FY21 Budget, BAF # 21-079-A, for Debt Service Costs Related to the Issuance of the Series 2020 Bond. (21-381). (Finance Director)

(B) Multi-Year Contracts:

7. Approve the Third Amendment to Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Change Order #1 to Purchase Order 77302 with Ace Flow Control. (21-341). (Utilities Director)

8. Approve a multi-year interlocal agreement between City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2021 and end May 26, 2022. (21-350). (Chief of Police)

9. Approve Participation in a Piggyback Agreement with H & H Sludge Disposal, Brandford, Florida, to Provide Certain Services with respect to Biosolids Transportation and Disposal Utilizing the City of Palm Bay's Contract #35-0-2020: Biosolids Transportation and Disposal effective through May 14, 2022, To Authorize the City Manager to Approve Annual Renewals. (21-364). (Public Works Director)

10. Approve a multi-year (5yr) contract with P&A Group for retiree and COBRA billing administration services from July 1, 2021 to June 30, 2024, with two (2) one-year renewal options. Authorize the City Manager approval authority to sign associated contract approved by City Council and subsequent renewal terms. (21-369). (Administrative Services Director)

VI. Public Hearings:

1. Conduct final Public Hearing to approve the City of Cocoa's FY 2021/2022 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (21-386). (Community Services Director)

2. Approval of a Final Subdivision known as Adamson Creek Phase One-C consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, with conditions. (21-388). (Community Services Director)

VII. Council Business:

1. Consideration of Three Applicants to Fulfill Two Vacant Regular Member Positions in Addition to the Consideration of a Reappointment to the Board of Adjustment. (21-338). (Administrative Services Director)

2. Consider the Appointment of two of the following applicants as members to the Planning & Zoning Board: Jesse Heredia, Anita Rodgers, Justin Simpson and Brenda Warner. One would fill a Regular Member Vacancy and one would fill the 2nd Alternate Member Vacancy. (21-392). (Administrative Services Director)

VIII. City Business:

1. Approve a Resolution for the City of Cocoa to adopt the goal of Vision Zero. (21-255). (Public Works Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Fire Incident Summary for April 2021. (21-360). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 4/30/2021. (21-371). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (21-375). (Finance Director)

4. FY 2021 Budget Adjustment Report. (21-376). (Finance Director)

5. Data showing the relation between the estimated and actual income and expenses to date. (21-377). (Finance Director)

X. Reports:

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

XI. Adjournment:

XII. Notice To The Public:

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Legislation Details (With Text)

File #:	21-343	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	5/4/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve the Minutes for the FY 2022 Budget Priorities Workshop held on April 16, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-16-2021 MinutesADA.pdf EXHIBIT A: FY2022 - Budget Priorities Workshop (4-16-21) DRAFT RB.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 4, 2021
Agenda Date: May 25, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the FY 2022 Budget Priorities Workshop held on April 16, 2021, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the FY 2022 Budget Priorities Workshop held on April 16, 2021, as written or with amendments.

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MINUTES
City of Cocoa
FY 2022 Budget Priorities Workshop

April 16, 2021

A City Council Workshop was held on Friday, April 16, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the Workshop to order at 3:19 p.m.

Chief Lamm provided the invocation and Interim Chief Hankins led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember (attended via phone)
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; John Hankins, Interim Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Lora Howell, Deputy Finance Director; Mitch Lawyer, Technical Services Supervisor; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Workshop Topics:

City Manager Whitten advised that this workshop kicks off the budget workshops so that staff can get Council's priorities for FY 2022 budget.

He reviewed the agenda for today's workshop and advised that another workshop would be held on Monday, April 19th.

City Manager Whitten provided a brief overview of the meeting and noted that some of this would be familiar to them, however, there is about $8.8 million in fund balance and he was suggesting that this be allocated out this fiscal year. He mentioned the stabilization reserve and unassigned fund balance as well.

Ms. Bowman provided a presentation[1] and provided a review of the FY 2021 budget. She explained in detail how each fund works and the differences between all of the funds.

The topic of revenue was discussed and Ms. Bowman explained how revenues were dissected in order to determine how the monies are spent. She further explained the use of fund balance, interfund transfers and other charges for services and how they all result in operating revenue.

Discussion was held on the costs of building permit fees and City Manager Whitten advised that currently, the tax payers are subsidizing the cost of building permit fees. He asked Council if they wished to continue subsidizing those costs or should the contractor/applicant support the full costs.

City Manager Whitten explained that if the building department can pay for itself by collecting those monies, there would be $326,846 that could be used for other priorities.

Additionally, Ms. Bowman pointed out that last year there was moderate building activity and the costs of the permit should cover the permit, inspections, etc. However, when you are in a year without a lot of activity, the number is much larger.

Ms. Bunt added that Cocoa was the lowest in Brevard County as far as fees for development are concerned as it is based on construction value.

Mayor Blake feels these costs should be passed onto the contractors and we should be competitive in Brevard County. He believes that the less we take from

[1] Exhibit A: FY 2022 Budget Priorities Workshop Presentation

the general fund the better. He would like to increase the building and developers' fees.

Mayor Blake further pointed out that there are a lot of things happening right now in Cocoa in regards to commercial development such as Amazon, the Walmart expansion, Brightline, etc.

Ms. Bowman reviewed new money coming in FY 2022 and noted that both changes in costs and revenue are looked at yearly in order to determine how we budget.

An overview of the FY 2022 budget was reviewed as well as expected increases in expenses such as payroll, insurance, and new positions.

Mayor Blake asked if Amazon would be on the tax rolls this year and it was pointed out that it would be 2023. He asked what Walmart pays in taxes as well.

Mayor Blake asked about the American Rescue Funding and Ms. Bowman explained that this funding would be a one-time shot at using it.

Councilmember Koss asked about plans and where they fall in the budget. In response to her question, City Manager Whitten explained that the strategic plan, redistricting, etc. as well as parks, should all be done in the consideration of priorities.

Mayor Blake asked if direction needed to be taken at this workshop or would it be done at the upcoming workshops on April 19th and 26th.

Deputy Mayor Goins requested emails or handouts with the explanation of buildings, street improvements, etc. so they know what staff is referencing.

He requested that Workforce Housing Down Payment Assistance be added to priorities.

Councilmember Koss suggested that each councilmember submit their list of priorities with timelines. City Manager Whitten agreed that could be done but they would ultimately be brought back to Council to be voted on.

City Manager Whitten spoke in regards to the thirty-three lots and that he wants something done with these lots.

Councilmember Dyal mentioned minimum wage and salary increases. He stated that the costs of goods will also increase and if all of this would be built into the budget. In response, City Manager Whitten advised there would always be an

increase in businesses. Those increases do not all have to be in the next fiscal year so they can be done incrementally.

Mayor Blake felt the term is safety. We want a safe environment for people to want to come here, bring businesses here, and to stay here. We need to keep tax dollars local and generate additional tax dollars.

Councilmember Koss shared that the governor passed money for resilient infrastructure funding so there is significant monies now available. There are things the City would be eligible for if we went for them.

City Manager Whitten stated that we would need shovel ready projects for those grants, so we would be spending a little money to qualify for them.

Councilmember Koss asked if there were any shovel ready/design ready projects. She stressed the importance to target and leverage these types of things.

Ms. Bowman noted that the Walmart tax bill was $1.2 million and $359,000 comes to our general fund. This is in net of the tax abatement.

Councilmember Hearn felt that safety and quality of life was important and he would like to add sidewalks to his district and believes that issue needed to be looked into.

City Manager Whitten explained how the fund balance works and how it funds both operating and capital. He pointed out that there is a fair amount of savings so some projects can be done.

Ms. Bowman explained fund balance and explained that this is made up of: non-spendable, restricted, committed, assigned and unassigned funds.

The Fund Balance Policy was explained and Ms. Bowman advised that this was like a savings account that you do not want to touch.

City Manager Whitten discussed the stabilization reserve, which includes $11.8 million for critical operations for city government and they are asking council what they would like done with the $8.8 assigned fund balance.

He further mentioned that he would be meeting with Brightline next week and was going to let them know that they want a station in Cocoa, however, he knows that it would take some incentivizing.

City Manager Whitten reviewed a list of issues that he asked for council direction on in regards to the use of the monies at this time.

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn, to approve the immediate start of building and equipment: Police HQ Building Improvements, Fuel Tank Replacement, and Fire Pumper Truck.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Smith spoke in regards to the fuel tank replacement and advised that this would bring the City up to date with all new equipment.

Chief Lamm reported that the pumper truck was over twenty years old and that parts were hard to get as well, so this would replace that truck.

A discussion was held on park improvements and Mr. Smith stated that when it comes to parks they want to have a common theme so people would know they were in a Cocoa park. This would include new or replacement of all things in Cocoa parks. The Parks Master Plan was discussed as well and it was pointed out that there was not much mentioned in that plan that was not included in these park improvements.

City Manager Whitten stated that the Parks Master Plan would be presented prior tothe April 26th Workshop and he provided an explanation on how the $8.8 million was distributed.

Ms. Bowman spoke about the software upgrades and mentioned that the City's current software was over thirty years old. There are specific challenges associated with this older software. These upgrades will take years to implement but the monies need to be set aside now and it needs to be worked towards getting this done.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the Village parking, donations, roads and sidewalks and software upgrades.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The issue of housing was discussed and Ms. Bunt assured Council that this amount would get them through the first one or two builds. There are thirty-six lots and they are at the point with Diamond Square CRA where they will break even.

City Manager Whitten spoke in reference to Habitat for Humanity and that they have a more aesthetically pleasing product.

Mayor Blake asked the value of these as he feels we can attract a quality home in the $220,000-$225,000 value.

City Manager Whitten advised that the value of the home is largely determined by the loan and the bank appraisal of the land and home. That desire to be in that price range would largely depend on the banks' appraisal.

Mayor Blake remembers this area and lives in this area and stressed that he would fight for this adamantly.

Discussion was held on the process for these builds.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss, to approve the Housing item in the amount of $350,000.**

AYES: Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)[2]

Ms. Bowman explained that there was a $65,000 difference in budgeted amount and asked for a motion to allow staff to spend and budget for that amount.

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to allow staff to spend and budget for the $65,000 difference.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Smith explained the Sustainability and Resiliency initiatives which include the conversion of signs to solar and retrofit LED. There is a gap of about $500,000 which would provide with the replacement of low flow fixtures in restrooms and

[2] Mayor Blake left the meeting at 5:25 p.m. and returned at 5:30 p.m.

then they could have other monies for hybrid vehicles, LED lighting, and upgrading fixtures in parks.

Councilmember Koss spoke about sustainability and resiliency and stated it was more than solar. It is a pretty liberal area and you could even invest in homes in the Diamond Square area in terms of resiliency or do stormwater improvements to parks. She knows that we will have opportunities to leverage other projects.

After a question was posed regarding the $1 million budget for sustainability, City Manager Whitten explained how some numbers were changed in order to make the best use of the funds.

City Manager Whitten advised that on Monday, April 19th the workshop would pick up with the American Rescue Act.

III. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to adjourn the City Council Workshop of April 16, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 5:39 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

FY 2022
Budget Priorities Workshop
Stockton Whitten, City Manager
Rebecca Bowman, Finance Director

EXHIBIT A: FY 2022 Budget
Priorities Workshop Presentation

April 16, 2021

Agenda 4/16 & 4/19

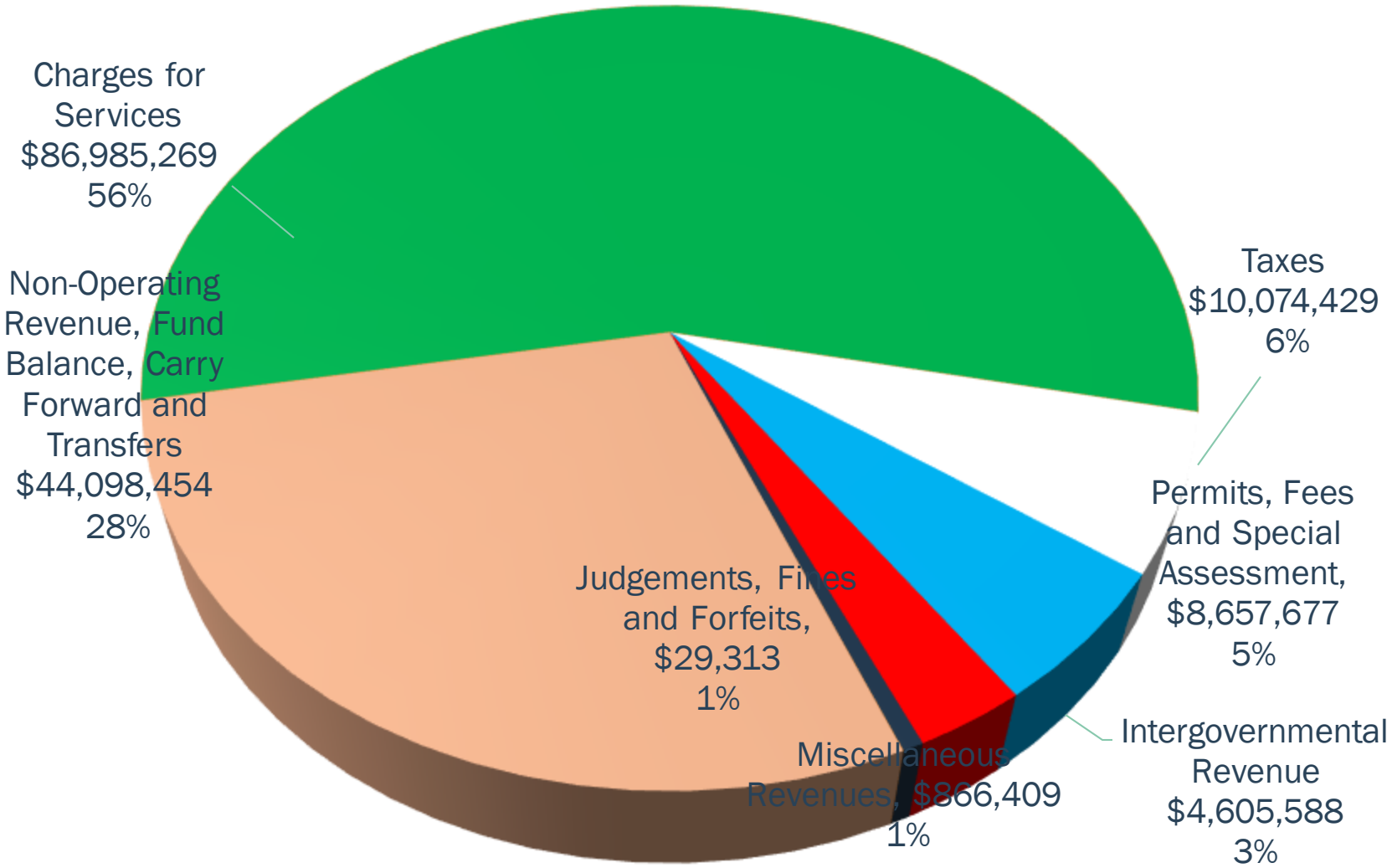
- Invocation and Pledge of Allegiance
- FY2021 Budget Overview
- Allocation of Fund Balance
  - City Council Priorities and Direction
- FY2022 Outlook and Budget Calendar
  - City Council Priorities and Direction
- American Rescue Act
  - City Council Priorities and Direction
- FEMA Grant
- Other topics
  - Porcher House Tenant Leases
  - Village Nightlife Workshop
  - Parks

FY2021 Adopted Budget

FY 2021 Adopted Budget

FUND	FY 2021 Adopted Budget	% of FY2021 BUDGET
Water/Sewer Fund	$75,186,987	48.4%
General Fund	$41,351,033	26.6%
W/S Renewal & Replacement	$11,484,879	7.4%
W/S Debt Service Fund	$9,792,610	6.3%
Self Insurance Funds	$6,827,260	4.4%
Special Revenue Funds	$3,046,572	2.0%
Water/Impact Fees	$2,233,605	1.4%
Stormwater	$1,811,269	1.2%
G.F. Debt Service Fund	$1,745,706	1.1%
Workers Compensation Fund	$1,208,944	0.8%
Building Permit Fund	$536,646	0.3%
Capital Projects Funds	$91,628	.1%
WS Capital Project 2018 Bond Fund	-	-
FY 2021 Budget Total	**$155,317,139**	**100%**

THE FY 2021 ADOPTED BUDGET: $155,317,139

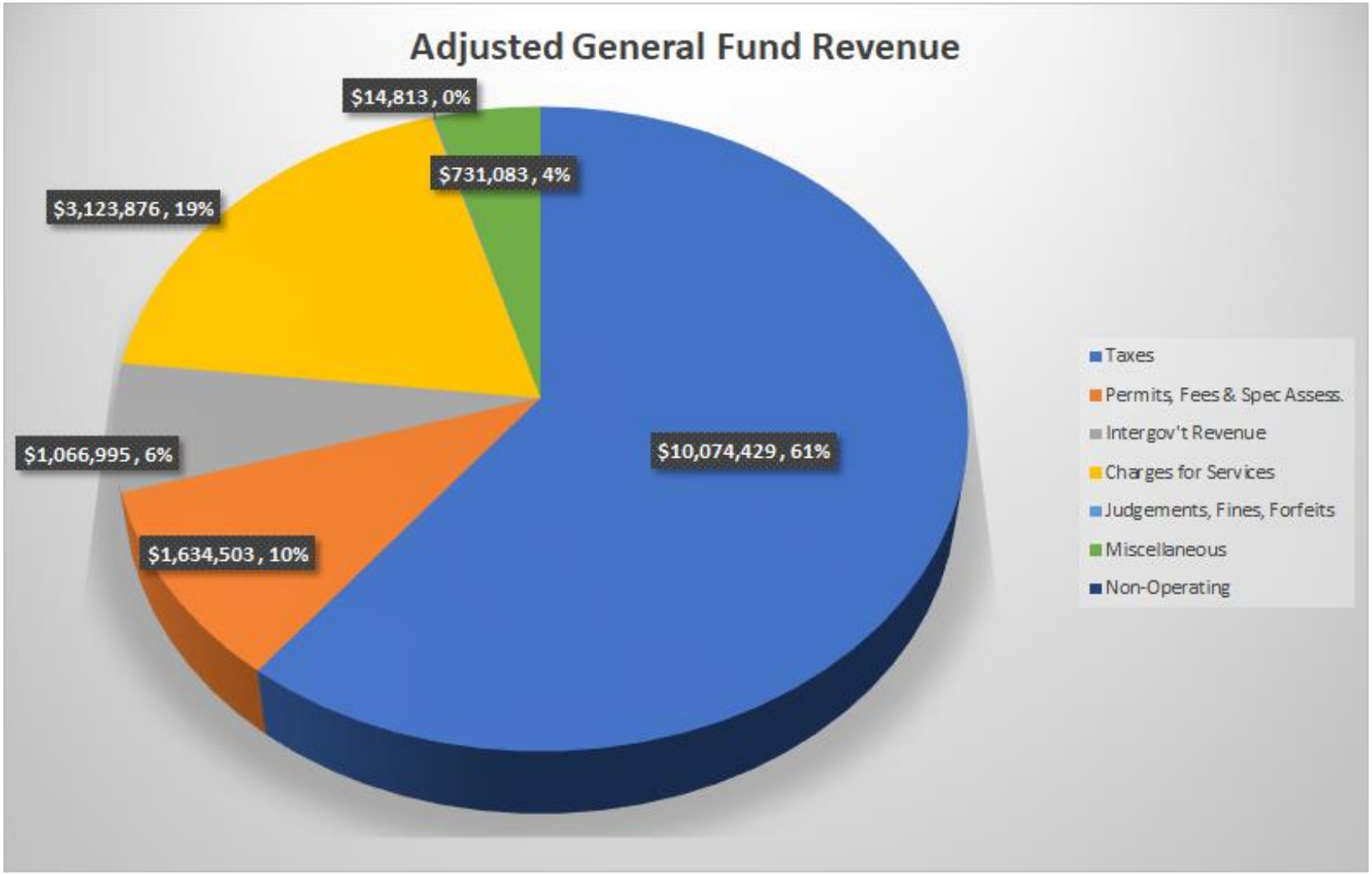


General Fund

Revenue

Total Revenue Budget	**$41,351,033**
Use of fund balance	**($2,043,500)**
InterFund Transfers	
Utility Fund (ROI/PILOFF)	($9,185,381)
Cocoa CRA	($ 348,907)
Total Interfund Transfers	**$9,534,288**
Charges for Services – Utility Fund	($6,585,764)
Stormwater	($ 178,749)
Fire Assessment	($2,768,500)
SRO	($ 171,000)
Grants	($ 322,896)
State Restrictions (pensions, state ed, FDOT)	($ 506,337)
Solid Waste	($2,534,300)
Lee Wenner Park	($ 60,000)
Operating Revenue	$16,645,699

Operating Revenue



General Fund Expenditures

Basic Services:	
Police	**$10,485,570**
Fire	$ 6,628,150
SRO	($ 171,000)
Special Assessment	($2,768,500)
Total Public Safety	**$14,174,220**
Public Works	$7,402,415
Solid Waste	($2,534,300)
Total Public Works	**$4,868,115**

Support Services:	
General Government	$7,763,095
Grants	($ 322,896)
State Restrictions	($ 506,337) (pension, stated ed, FDOT)
Lee Wenner Park	($ 60,000)
Total General Government	**$6,873,862**
TIF Transfer	($ 978,500)
Debt Service	($1,745,706)
Cocoa CRA (Riverfront Park, Debt)	($ 348,907)
Total Debt	**($3,073,113)**
Building Permit Subsidy	**($ 326,846)**
Total General Fund Expenditures	**$22,516,238**

HOW MUCH TOTAL GENERAL REVENUE DO WE HAVE?

New Money

FY22 Budget	
Property Tax Increase 3%	$198,807
Increase in shared revenue	$ 0
Fire Assessment 3%	$ 78,435
Utility Billing Fees – CPI 1.5%	$ 14,930
Utility/Stormwater Transfers	$135,000
Total Increase in Revenue	**$427,172**
Increase in Expenses	
Payroll 3%	$437,361
Insurance - W/C/Health 10%	$271,843
New Positions (3)	$210,000
Total Increase In Expenses	$949,204
Net "New" Money	**($522,032)**

General Fund
Fund Balance

Fund Balance is Made up of:

Fund Balance

- Non-Spendable – inventory/pre-paids
- Restricted – externally enforced limitations
- Committed – self-Imposed limitations…Stabilization fund ($11.8M+), Capital Replacement ($500K)
- Assigned – designated for specific projects/expenditures
- Unassigned – available and commonly referred to as “Reserves”

Fund Balance Policy

- Ensure adequate money for emergencies – stabilization reserve (committed)
- Ensure a minimum amount of funding for capital – capitalization reserve (committed)
- Fund balance reserves can be used for capital/one-time expenses only…**cannot be used to fund something that will occur every year or incur ongoing operational costs**
- Fund balance reserves can be used for catalytic Capital/Economic Projects to enhance overall City growth and quality of life
- Fund balance reserves can be used to fund capital projects
  - Capital Projects that cause additional operating costs require a revenue source for future O&M expenses

$$$$ Assigned Fund Balance

Economic Incentives	$500,000
Building Equipment	$2,064,000
Parks Improvements	$2,250,000
Village Parking	$1,000,000
Donations	$100,000
Roads and Sidewalks	$350,000
Software Upgrades	$1,500,000
Housing	$350,000
Sustainability/Resiliency Initiatives	$750,000
Total Assigned Fund Balance	**$8,864,000**

FY21-Use of Assigned	
Building and Equipment	$2,064,000
Police HQ Building Improvements	$468,000
Fuel Tank Replacement (GF)	$275,000
Fire Pumper Truck	$605,145
Sustainability/Resiliency Initiatives	$750,000
Signs to Solar	$50,000
Retrofit LED	$200,000
FY21 Assigned Fund Balance	**$1,598,145**
Balance of Assigned Fund Balance	**$7,265,855**

$$$$ Assigned Fund Balance (cont.)

- Parks Improvements

  Common Theme Related Improvements (Entry Features, Lighting, Fencing, Drinking Fountains, Trash Cans, Benches, Bike Racks)

  $475,000

- Park Amenity Enhancements

  (Athletic Courts, Swimming Pool, Scoreboards, Support Facilities)

  $1,661,500

- Park Infrastructure Enhancements

  (Athletic Field Reconstruction, Parking, Stormwater, Pedestrian Connections, Water Fountains, Irrigation)

  $2,864,000

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

7 Unmarked Police Patrol Cars	($175,000)
Police Scanning & Mapping-Crime Scene Device	($ 60,000)
Traffic Response Trailer	($ 17,000)
Traffic Advisory Sign	($ 17,000)
Pierce Enforcer Pump Truck	($640,000)
Fire Inspector Vehicle	($ 24,251)
Fleet Faster Upgrade	($120,000)
Total Large Capital Moved to FY 2022:	**($1.05 Million)**

Current Year CIP in progress: FY 2022 General Fund CIP Requests: $4,654,052

City Council Priorities and Direction

- Streets/Drainage Improvements
- Repurpose of Vacant City Buildings
- Salary Increases
- Law Enforcement Retention
- Lower Costs of Insurance to Employees
- Museums
- Parks Maintenance (to discuss in detail 4/26)

Unavailable Use of Fund Balance

Unavailable use of fund balance – must find new revenue source:

- Museums Personnel/Maintenance
- Parks Maintenance (4/26)
- Wages - $15 min wage. Last pay study in FY16 was never implemented causing uncompetitive salaries – all positions
- Solid Waste Revenue Reduction
- Law Enforcement Retention

$4.4 million American Rescue Act

2 waves of money – 5/21 & the following year

Must be spent by 12/31/24

Suggested Uses	
Health Center Parking	$15,000
Police/Fire radios	$1,023,695
Retro Fit HVAC – City Hall/Police/Other	$277,200
Replace HVAC and Enhanced Purification	$951,315
Electronic Records/Forms/Work-Flow	$40,000
Utility payment support (Inside Cocoa City Limits)	$180,000
Fiber Optic Cable	$121,000
Aid to Impacted Industries	$450,000
Infrastructure – Servers, virtual Desktops, Broadband and Storage	$290,571
Replace Revenue Shortfall	
Ad Valorem Revenue (Unpaid Taxes)	$700,000

$4.4 million American Rescue Act

Suggested Uses (cont.)	
Community Services of Brevard	$100,000
Rental Assistance	$600,000
Laptops Dr. Joe Lee Smith Center	$30,000
Mowing Replenishment	$25,000
Generators	$300,000
Park Improvements	$5,328,600
Riverfront Park Drain Field Improvements	$865,000
Pipe Lining	$800,000
Cocoa Save-A-Lot Forgivable Loan Agreement	$450,000
Department Requests Total	$14,844,357

FEMA Mitigation Grant

To be used for the General Fund portion of drainage issues in Broadmoor Acres:

General Fund 21% $651,000

Water/Sewer 28% $868,000

Stormwater 51% $1,581,000

FY 2022 Budget Calendar

- June 30, 2021 Budget Workshop
- July 20, 2021 Tentative Millage (TRIM)
- August 10, 2021 (Preliminary Fire and Stormwater Assessment and Water/Sewer Public Hearings)
- August 24, 2021 (Final Fire and Stormwater Assessment Public Hearings)
- September 14, 2021 First Millage/Budget Hearing (Tentative)
- September 22, 2021 Final Millage/Budget Hearing (Tentative)

Legislation Details (With Text)

File #:	21-358	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	5/6/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve the Minutes of the City Council FY 2022 Budget Priorities Workshop on April 26, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-26-2021 Minutes.pdf EXHIBIT A-Council Briefing Session 4-26 (SW).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 6, 2021
Agenda Date: May 25, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the City Council FY 2022 Budget Priorities Workshop on April 26, 2021, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the City Council FY 2022 Budget Priorities Workshop on April 26, 2021, as written or with amendments.

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MINUTES
City of Cocoa
FY 2022 Budget Priorities Workshop

April 26, 2021

A City Council Workshop was held on Monday, April 26, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the Workshop to order at 9:07 a.m.

Councilmember Hearn provided the invocation and Mr. Dick Bankhead led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember (attended via Teams)
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Lorne Stinnett, Human Resources Manager; Jack Walsh, Utilities Director; John Hankins, Interim Chief of Police; Samual Byrd, Deputy Fire Chief; Bryant Smith, Public Works Director; Nancy Bunt, Community Services Director; Lora Howell, Deputy Finance Director; Gary Palmer, Facilities Manager; Mitch Lawyer, Technical Services Supervisor; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Workshop Topics:

City Manager Whitten noted this was the third workshop in a matter of a few weeks and the workshops were designed for briefings and to get budget priorities so that staff can begin to build the budget for the next fiscal year. It is also to focus on fund balance which he explained in detail and a presentation[1] was provided.

He reminded Council that in terms of new monies, the property taxes would increase by 3% which changed slightly from what was presented previously.

The priorities and direction from City Council was reviewed and he highlighted a few of the areas such as salary increases, lower costs of insurance to employees, museums, and parks maintenance and operations.

The consideration of building fee increases was discussed and this will be brought back as an agenda item. He explained that development does not pay for itself so they are trying to get direction on this.

Ms. Bunt advised that building permit fees have not been changed since 2006. There have been a few minor changes, but not major changes. She explained that the contractors are not paying for development, however, residents of the city are paying that supplement. It would give over $300,000 back in the budget.

She provided a copy of the agenda item to council and she pointed out the differences between the city of Cocoa and others within Brevard County. Discussion was also held on current and proposed permit fees, inspection fees, etc.

She further provided a detailed list of fees they want removed and that an annual review would be held to see how it was doing and reiterated they tried to stay more in-line with Brevard County's fees.

Councilmember Koss asked if there was a rough number on those who do not follow through on applications. Ms. Bunt stated about ten percent.

Councilmember Koss further asked about the penalties for not getting a permit. She felt many times people do not know that they have to have a permit for

[1] EXHIBIT A: Presentation for the 4-26-2021 City Council Workshop

something and asked what the charge was for that. Ms. Bunt explained the fees and why some are charged and some are not.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve staff's recommendation for discussion.**

Councilmember Koss was concerned about discussion on topics and being put in a position to vote on something when it is the first time looking at it. She would like some time to digest the information before making an actual decision.

Ayes: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Blake noted he has been an elected official for many years and he trusts the City Manager and City Attorney. He agreed you vote on your own convictions sometimes and if staff needs to back and tweak something, that can be done.

Ms. Bunt asked for this to be effective on Monday, May 3rd, and all modifications will be applicable on that date.

Councilmember Koss commended the City Manager for identifying these funds and felt that this was a one-time pot of gold and an opportunity to make transformational changes and not transactions.

Councilmember Koss announced her condition and how she cannot participate and that it was not announced which was why she was not at the budget meeting. She asked they all watch out for each other. She agreed we have a great staff and she did not become an elected official to rubberstamp things. She asks that her condition be respected.

City Manager Whitten noted that he promised to get information out quicker and that all workshops are advertised for Council to take action.

He discussed and reviewed the American Rescue Plan Act and the requests that were discussed at the prior workshop.

Recommendations were reviewed and staff explained those requests in detail and explained what the funding would cover.

These projects are the ones that he felt was most sensible in doing and it would only total $3,444,209 which would leave $935,361 in reserve.

Mayor Blake concurred in regards to the rental assistance and as we move forward he wanted to see what modifications can be done in the event it does not require that large amount of money. He wants to ensure fairness across the board.

Deputy Mayor Goins feels the county has issues in regards to rental assistance distribution. He asked if there was a database set up to see if someone has already received assistance from the county. Ms. Bunt responded in the affirmative and advised it was a requirement that they check that database.

He further asked about the laptops and how many each center would get. Mr. Beach stated it would be twenty at each center and it included wi-fi as well.

Mayor Blake asked if there was money left could the Leon and Jewel Collins Museum be eligible for computers.

Councilmember Koss asked about the fiber optic cable and if these compliment the other fiber optic cable that goes to Dyal Water Treatment Plant. Mr. Beach explained that they had looked into that project and a study was done but the conduit was not in shape to run it that far. Another solution has been done to where the connectivity was improved at the Plant at a reduced cost.

Councilmember Dyal would like to see the pumper truck considered under the ARPA and it would free up money on the assigned fund balance.

City Manager Whitten agreed but reiterated that you have to be able to justify the use of funds and he was not sure that would be justifiable.

Councilmember Hearn clarified the definition of the restoration of government services and believed that a new pumper truck would fit under that category. City Manager Whitten advised that the categories were all broad. He agreed to reach out to find out if the liability of those requests fall under the Act for both the pumper truck and police vehicles.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to approve the recommendations for the American Rescue Plan Act Funding.**

Ayes: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to take a four minute recess. This started at 10:22 a.m.**

Ayes: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

*** MOTION by Mayor Blake; Seconded by Deputy Mayor Goins, to reconvene the workshop. Council reconvened at 10:34 a.m.**

Ayes: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

City Manager Whitten advised that the next session of the workshop is in regards to parks.

Assistant City Manager Fuhrer mentioned staff did some in-depth research regarding parks and that they recognized there are many public spaces in the city.

Attorney Garganese explained the City's operation of special taxing of District 4 parks and that council would need to take into consideration the 1961 Brevard County Special Recreational Districts established through the Florida Legislature and the agreements with the County.

Mayor Blake voiced his concerns with Cocoa's parks, including the issue with District 4 parks. Citizens have asked that they take all of the parks back.

Assistant City Manager Fuhrer explained in detail a background of parks and recreation and where the parks are located in regards to the city. He showed Cocoa parks and where they are located.

He noted that Cocoa is unique because we have two recreational based community centers.

The current status of the new negotiated Brevard County Maintenance Agreement was discussed as well as the current expired agreement. He stressed we were in the process of putting things into place to get better levels of service and we are the first in Brevard to have this. He felt we would be leading the way for other

cities. City staff, legal and the County's legal teams have all reviewed the new agreement.

A map was shown of the parks and it included each district as well.

Assistant City Manager Fuhrer provided current services provided within Cocoa at the parks.

Issues that have been identified at the parks are as follows:

- Safety in the parks
- Maintenance in the parks
- Recreational amenities
- Recreational services
- Sufficient funding to support enhanced levels of service

Revenues and Expenses were discussed in detail in regards to parks.

Deputy Mayor Goins feels that it may seem by the financial side that Cocoa is benefiting but we are not due to the services we are getting. He felt the County has pushed Cocoa to the side.

Mayor Blake agreed with Deputy Mayor Goins.

Councilmember Dyal felt that the way Brevard Parks and Rec takes care of the parks is not good. The communication is very poor and felt they were all in horrible conditions.

Councilmember Koss asked if Lee Wenner Park was our responsibility. This park is dominated by non-Cocoa citizens. Assistant City Manager Fuhrer agreed and assured her that had been accounted for.

Councilmember Hearn spoke in regards to Provost Park. He noted he was using it and had to pay a fee and each year it was raised and the conditions of the park were not good. The same fees had to be paid as if you were using a park in Viera. Additionally, there would be others using the park at no fee. This needs to be included in the discussion and fair across the board.

Mayor Blake asked about FY 2018/2019, FY 2019/2020 and the maintenance. Assistant City Manager Fuhrer advised that it is not representative of what happened in FY 2019/2020 because of COVID.

Councilmember Hearn felt costs of maintenance can be recouped if they are maintained correctly.

Assistant City Manager Fuhrer agreed and felt they would see that especially with the new Joe Lee Smith Center.

City Manager Whitten agreed and spoke in regards to Stradley Park and the condition of that.

Mayor Blake asked if some of the ARPA funds could be used to repair Provost Park. As that park grows other funding could be used to help other parks in the future. He feels being in the public eye with Provost Park would be a good investment.

Councilmember Dyal asked the status of cameras at Provost Park. Interim Chief Hankins noted the order has been delayed. Temporary cameras are up and being used.

Councilmember Dyal mentioned Junny Rios Martinez Park on SR 524 which is heavily traveled. The pavilion is used every weekend. He felt that park needed to be expanded upon.

Mayor Blake agreed.

Councilmember Koss added that all of the landscaping and beautification of Travis Park was mowed down so that it would simplify the maintenance for the county and they did not take into account how that would affect the community. She has been going on a weekly basis and doors are locked and very little programs being held. There is a sense in the community that it is closed.

Mr. Smith discussed the current city beautification and maintenance responsibilities. He further provided the estimated annual City costs to maintain the current Brevard County operated parks.

Mayor Blake felt we should take over parks and they should be the most challenging ones. The first would be Provost Park and Fern Park would also need to be addressed immediately.

Deputy Mayor Goins asked if the County would be receptive to us removing those parks.

City Manager Whitten looked at maintenance and upkeep of those two parks and clarified they were including the programming side in the Mayor's request. City Manager Whitten advised he would need approximately $124,000 and there would be other costs as well.

Further discussion was held on the possible takeover of operations and maintenance of parks.

Mayor Blake would like to address this with assigned fund balance or unassigned fund balance. He knows citizens will notice when the parks are cleaned up and maintained.

Councilmember Dyal spoke in regards to Provost Park and the building that had police presence at one time. He felt if that could be upgraded and with police presence constantly there it would help.

Councilmember Hearn agreed that something needed to be done at Provost Park. The Michael C. Blake subdivision is having homes built and they are going to need an amenity. It is the gateway to Cocoa and agreed with Councilmember Dyal to utilize the building as a police substation. He felt the park was not being utilized at its potential.

Mayor Blake believed that the park would show diversity.

Deputy Mayor Goins was one hundred percent in agreement with the council and that staffing is going to be an issue for Mr. Smith.

Councilmember Koss agreed with Mayor Blake and pointed out that most cities are realizing that parks offer more than just recreation. This park is in the center of the City and reflects on us and can be more than just a park.

Councilmember Dyal felt if things are done at Provost Park the north end of Cocoa is going to be upset. He would also like some improvements at Junny Rios Martinez Park. They see it all in District 1 and not in District 3, and District 3 pays the most in taxes.

Discussion was held on parks operational direction.

Mayor Blake felt direction would be a combination of options 1 & 2. He felt this would provide the best for the citizens of Cocoa.

Councilmember Koss added to Councilmember Dyal's comments in regards to programs for seniors as well.

Deputy Mayor Goins added the idea of a park for special needs.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to break for lunch at 12:01 p.m. for thirty minutes.**

Ayes: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to reconvene the Workshop at 12:44 p.m.**

Ayes: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Gregg Stoll, 2203 Salem Drive, Cocoa, spoke on behalf of the Parks Plan. He asked that the City continue to work with EFSC to get the Clearlake Loop reopened, the EFSC pool and Planetarium reopened. He further spoke about trail improvements as part of the Plan update.

Councilmember Koss announced that she had to leave the workshop at 1:45 p.m. for an appointment.

City Manager Whitten advised that earlier they separated the parks discussion and taking over the parks and fund balance and what to do with parks. He reiterated the operational direction and he felt that they merged the prior two options into the following:

#3. Continue negotiations with Brevard County to update the maintenance agreement with maintenance standards, City provided capital improvements, and supplement or take over maintenance and programming services with City provided staff and funds.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve option #3. Continue negotiations with Brevard County to update the maintenance agreement with maintenance standards, City provided capital improvements, and supplement or take over maintenance and programming services with City provided staff and funds.**

Ayes: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Funding for Cocoa Park's improvements was explained and it was stated that there is $2.25 million in the general fund. The standardization of the parks would be $475,000; Amenities would be $1,661,500 and infrastructure would be around $2,864,000.

Staff recommended that they did the common theme related improvements (standardization) in the amount of $475,000. This would leave about $1,775,000 remaining for allocation to other improvements.

Assistant City Manager Fuhrer announced that there are two museums in the city: Leon and Jewel Collins Museum of African American History and Culture and the Brevard Museum of History and Natural Science. A brief history was provided for each of these museums, along with a summary of their current facilities, plans for future buildout, as well as operating costs.

City Manager Whitten compared these to Hannibal Square Museum in Winter Park and the Harry and Harriett T. Moore Museum in Mims. These are successful museums who are also 501C3 organizations.

Assistant City Manager Fuhrer advised that they had brought an agenda item forward regarding the Brevard Museum of History and Natural Science. The costs to operate the museum for the rest of the fiscal year would be $27,000. In regards to future operation it would be city operated or seek non-profit operation.

Mayor Blake wants to be fair and equitable all the way around.

Deputy Mayor Goins felt that the Leon and Jewel Collins Museum needed to be moved forward now. There are many resources that need to be brought to the table to create a plan.

Councilmember Koss spoke in regards to nature trails behind the Brevard Museum which are the City's. There are a cluster of resources in that neighborhood that have spiraled downhill in the last few years.

Councilmember Dyal felt it would be nice to find corporate sponsorships for the museums.

Mayor Blake asked how we could maintain both museums and be fair and equitable across the board. He asked if Leisure Services could manage the museums.

City Manager Whitten noted it would be having the time and expertise and he believed that ultimately having a 501C3 would be the best option for operational purposes.

Councilmember Hearn asked how important some of the upgrades are at this point for the Brevard Museum because he believes it is more important to get people to visit the museums.

Mr. Smith provided an update as to the inspection of the Brevard Museum conducted by Public Works staff. He noted their biggest concerns with the City running it were the ADA improvements, handicapped parking, the exterior of the building, and one HVAC that is down needs to be replaced which is in relief funding.

Mayor Blake asked for the number of tours that have been given in the museum. Ms. Senger noted that at the Leon and Jewel Collins Museum, there were none. The Brevard Museum was approximately thirty a day.

Mayor Blake wants the Leon and Jewel Collins added in addition to the $27,000 for the Brevard Museum, as he wanted to do for all.

City Manager Whitten advised it was about $30,000 to operate the Leon and Jewel Collins Museum. There has not been staff there and something can be brought back tomorrow. Further discussion was held on the museums.

Councilmember Koss spoke in regards to the $27,000 to keeping the Brevard Museum operating until September 30, 2021 and she provided the reasonings as to why this was important. She mentioned grants and other ways to forego capital costs.

* **MOTION by Councilmember Koss; Seconded by Councilmember Hearn, to support the $27,000 for the Brevard Museum of History and Natural Science.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Gregg Stoll, 2203 Salem Drive, Cocoa, advised he has been disturbed by political and racial divisions. He provided a short story from when he was a child and stressed the importance of having museums.

City Manager Whitten assured Council that staff would reach out to Hannibal Square and Titusville in order to gather input and recommendations in order to move forward. He further asked for approval for staff to go ahead and move forward with this.

Mayor Blake supported this and Deputy Mayor Goins gave an example of an event that Hannibal Square did. He believed this could be done immediately to create foot traffic.[2]

Mr. Smith spoke in regards to the FEMA Hazard Mitigation Grant and provided the funding requirements. The formal award has not been received yet, however, it is a $3.1 million dollar grant. We have to show we have the money and then they reimburse the city up to 75%. We have to have 100% of the money upfront.

He provided a breakdown of the costs that are reimbursable.

Mr. Smith provided a breakdown of the stormwater fund. He provided his input on the most important items to address and also scaled back some of the requested items.

Discussion was held on what they could defer and it was stated that the Emma Jewel Stormwater Piping Interconnect as well as the Bracco Stormwater Pond Outfall structure Retrofit could be deferred to the FY 2022 budget.

Mr. Smith noted the stormwater assessment of 9% would help but they do not have those numbers yet.

City Manager Whitten asked for staff to be able to go back and look for the $1.5 million and to fund the Bracco Pond and Emma Jewel projects in FY 2022.

Councilmember Hearn clarified that in FY 2022 he was proposing the Emma Jewel and Bracco Pond projects and the others would be deferred until FY 2023. He asked for more information on the Bracco Pond project. Mr. Smith explained what this project would entail.

Next, the FY 2021/2022 use of assigned fund balance was discussed and City Manager Whitten reminded Council that motions had been made and they would move forward with those.[3]

Further discussion was held on the incoming Brightline and possible stop in Cocoa. Mr. Smith will follow up with their engineers.

Mayor Blake spoke in regards to homes and asked why four homes could not be done instead of just two while the market is good.

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[2] Councilmember Koss left the meeting at 1:43 p.m.

[3] Deputy Mayor Goins left the meeting at 2:02 p.m. He returned at 2:04 p.m.

He would like to take some of the sustainability dollars to build four homes. He felt it would start an initiative to show home ownership in that community.

Councilmember Dyal thought it would be good to go with $400,000 and housing is a part of sustainability. This would provide for leeway in regards to unknown costs.

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to take $400,000 from the Sustainability funding and add to Housing.**

Mayor Blake asked if this could be done and how feasible it would be in regards to keeping up with the streets/sidewalks. Mr. Smith stated that would be the way to go as you want those to be the last things that are done.

Deputy Mayor Goins confirmed that it would only be on the streets that do not have utilities. Mr. Smith agreed and shared the lots that they could build out on.

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

Mayor Blake asked if there was any other information they needed to be aware of and Mr. Smith stated not in regards to buildout of lots or roadways.

City Manager Whitten suggested to drop the Village parking and Sustainability by $250,000 and it would be added to roads and sidewalks.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to take $125,000 out of Village Parking funding and $125,000 out of Sustainability funding.**

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

City Manager Whitten confirmed that this leaves $225,000 in the Sustainability line, Village Parking is now $875,000, Housing is $750,000 and roads and sidewalks will be $600,000.

Mr. Smith feels that he can do all of the suggested streets with the $600,000.

Mr. Smith would like to do the list in yellow on the handout minus Barbara Jenkins Street.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, to approve all of the streets with sidewalks and curving with the exception of Barbara Jenkins St.**

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

City Manager Whitten reiterated that staff recommended standardization for all parks. Mr. Smith noted they would like a common entrance and some sort of monument sign at all parks. They would also like all of the benches, lighting, etc. to match as well. This would be all parks with amenities but none of the special district parks.

The costs for Standardization will be $475,000 which leaves $1,775,000. Lights included in the standardization would be pedestrian level lights, not stadium lights. It will most likely be solar/LED lights. Mayor Blake wants it to be well illuminated.

Deputy Mayor Goins asked for a listing of the improvements made at the parks when they are done.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the $475,000 for standardization of parks in Cocoa.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Dyal would like a new pavilion and splash pad at Junny Rios Martinez Park. There is not much at the park and it is utilized a lot.

Mr. Smith noted an estimate for a splash pad would be about $675,000 and a pavilion would be about $85,000.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Hearn to approve the funding for splash pad ($675,000) and new pavilion ($85,000) at Junny Rios Martinez Park.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Smith advised that the splash pad includes operational costs.

* **THE MOTION WAS AMENDED BY COUNCILMEMBER DYAL TO ADD $15,000 FOR MAINTENANCE OF THE SPLASH PAD.**

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

Discussion was held on Provost Park and the traffic dangers. Mr. Smith stated a speed table could be added to slow people down.

Councilmember Hearn asked for a projection of costs for a small bathroom at Anderson Park and Bracco. Mr. Smith pointed out that would run about $82,500. They have room built in regarding utilities.

* **MOTION by Councilmember Hearn; Seconded by Mayor Blake, for restrooms at both Bracco Pond and Carl Anderson Park in the amount of $165,000.**

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

Deputy Mayor Goins felt that the tennis courts at Provost Park were not used and the basketball courts could be resurfaced and with lighting added.

Councilmember Dyal felt that the female/male restrooms should be on opposite sides of the building.

In depth discussion was held on fencing and on the bathrooms. Metal fixtures would be in the bathrooms and the park would be lit 24/7. The pavilion will also need to be upgraded for better lighting. Mayor Blake requested a bright color scheme for the pavilion as well as the park. A 6-8 foot fence would be done.

City Manager Whitten reiterated that Council wished to resurface the courts and put lights up on the Courts, as well as remove the third court.

Mayor Blake raised the idea of a canine area at Provost Park. Further discussion was held on this.[4]

City Manager Whitten reiterated the requests so far for Provost Park: Resurfacing of basketball courts to include lighting, update of the concession stand, picnic tables, fencing, removal of the third court, and renovation of the Community Action Building. Mr. Smith was confident that the $130,000 would include lights, resurfacing and the demo of the court.

Mr. Smith further believed that the change of the softball field to a multi-purpose field could be done with the leftover funds of $537,000.

Further discussion was held on a canine park.

City Manager Whitten suggested a possible RFP for the use of the building and defer the decision as to what the building is used for. He reiterated the requests of basketball courts resurfacing with lighting, concession stand updates, picnic tables, fencing, removal of basketball court, and the renovation of the Community Action Building.[5]

He reiterated that this would leave $537,000 for creation of multi-use field on the old softball field.

* **Motion by Mayor Blake; Seconded by Councilmember Dyal, to approve the following at Provost Park: Basketball courts lighting, concession/bathroom renovation, picnic tables, fencing, resurfacing of courts and removal of north basketball court, renovation of community action building renovation, and creation of multi-use field.**

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

Mr. Aleck Greenwood, 640 Brevard Avenue, Cocoa, thanked Council and the Mayor for the support shown in regards to Village parking. He further mentioned the Village and an issue with the noise ordinance of which he feels needs to be addressed as soon as possible. He recommended keeping it status quo and provided suggestions on how to keep it under control.

[4] Councilmember Dyal left the meeting at 3:13 p.m. and returned at 3:15 p.m.
[5] Councilmember Hearn left the meeting at 3:21 p.m. and returned at 3:25 p.m.

Deputy Mayor Goins asked when a night life workshop would happen.

* **MOTION by Deputy Mayor Goins; Seconded by Mayor Blake, to hold a Night Life workshop with all of the bar owners or those who open after 8 p.m. with food and music during the first week of June.**

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

Discussion was held on the noise ordinance and it was agreed that would this would be discussed in the workshop in furtherance.

Interim Chief Hankins stated that he received an update on camera installation at Provost Park and camera installation began today and should be completed by the end of the week.

III. Adjournment:

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Goins, to adjourn the City Council Workshop of April 26, 2021.**

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 3:40 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

COCOA
FLORIDA

COUNCIL WORKSHOP APRIL 26, 2021



EXHIBIT A: PRESENTATION
04-26-2021

COUNCIL WORKSHOP AGENDA

I. FY2022 Budget Direction/Priorities

II. American Rescue Plan Act Funding

III. City Operation of Special District Parks and Parks Master Plan

IV. FEMA Hazard Mitigation Grant

COCOA FLORIDA

COUNCIL WORKSHOP AGENDA

V. Use of Assigned Fund Balance

VI. Other Topics

- Porcher House Tenant Leases
- Village Nightlife Workshop
- Strategic Planning Workshop

COCOA FLORIDA

FY2022 BUDGET DIRECTION/PRIORITIES



COCOA
FLORIDA

NEW MONEY

FY22 Budget	
Property Tax Increase 3%	$198,807
Increase in shared revenue	$ 0
Fire Assessment 3%	$ 78,435
Utility Billing Fees – CPI 1.5%	$ 14,930
Utility/Stormwater Transfers	$135,000
Total Increase in Revenue	$427,172
Increase in Expenses	
Payroll 3%	$437,361
Insurance - W/C/Health 10%	$271,843
New Positions (3)	$210,000
Total Increase In Expenses	$949,204
Net "New" Money	($522,032)

COCOA FLORIDA

CITY COUNCIL PRIORITIES/DIRECTION

- Streets/Drainage Improvements
- Repurpose of Vacant City Buildings
- Salary Increases
- Law Enforcement Retention
- Licensed Professional Recruitment
- Lower Costs of Insurance to Employees
- Museums
- Development Pays For Itself
- Parks Maintenance

COCOA
FLORIDA

CONSIDERATION OF BUILDING FEE INCREASES

Residential Occupancy Construction*		
Permit Type	Valuation	
	First $1,000 of project cost	$1,001 +
Building	$75	$75 plus $3.25/$1,000
Fire Prevention	None	

Non-Residential Construction*		
Permit Type	Valuation	
	First $1,000 of project cost	$1,001 +
Building	$100	$100 plus $5.25/$1,000

*There shall be no building, electric and plumbing permit fees for any building, electric or plumbing permit application filed with the City related to the installation of solar photovoltaic and thermal systems.
*There is a State Surcharge of 2.5% of the “building” permit cost or $4.00, whichever is greater for all building permits.

COCOA FLORIDA

CONSIDERATION OF BUILDING FEE INCREASES

Building Code (Residential & Non-Residential)	
Permit Application Processing Fee	$25
Temporary Certificate of Occupancy	$100 per request
Extension of Time	$30
Plan Revisions	$75 per request
Re-Inspection Fee (1st re-inspection is free)	$75 per trip
Same Day/Off Hours/Time Specific Inspections (based upon inspector availability)	$100 per hour (2-hour minimum)
Re-Issue Permit (change of contractor, sub-contractor, owner)	$50
Review and stamping additional sets of plans	$10 per page
Work without a permit	Up to 4 times the permit fee amount
Plan Examination Fee	50% of permit fee shall be collected upon application submittal
Failure to schedule final inspection	$100
After hours inspections (based upon inspector availability)	$125 per hour (2-hour minimum)

*This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. However, in all cases the required permit(s) must be submitted within two (2) business days and any unreasonable delay in obtaining those permit(s) shall result in a penalty of one hundred percent (100%) of the usual permit fee in addition to the required permit fees. The Building Official may grant extensions of time or waive penalty fees when justifiable cause has been demonstrated in writing.

Permit fee refunds: No refund will be granted on any permit with a fee of less than the base residential fee or base commercial fee. For permits having a fee in excess of the base permit fee, up to fifty percent (50%) of the amount in excess of the base fee may be refunded, provided a written request with the original permit attached is submitted to the building official within ninety (90) days of the permit's date of issuance. Such written request should state the reasons the refund is requested. The Building Official may, in the Building Official's sole discretion and upon good cause, authorize a refund of any permit fee in excess of the base fee.

CONSIDERATION OF BUILDING FEE INCREASES

The following permit types are considered a "flat fee" permit and will be charged $75 for Residential and $100 for Commercial/Industrial Permits.

Aluminum Carport	Land clearing
Aluminum Patio/Screen Enclosure	Mechanical Subcontractor
Construction Trailer	Plumbing Subcontractor
Demolition	Retaining Wall
Door	Shed
Driveway	Sign (non-illuminated)
Electrical Subcontractor	Sign (temporary)
Exterior Siding	Slab
Fences or Masonry Wall	Spa (Electric Fee Only)
Flood Review	Swimming Pool (Above Ground)
Garage Door	Swimming Pool repair
Hurricane Shutters (Non-Electric)	Tent (temporary)
HVAC (replacement only)	Window Replacement

COCOA
FLORIDA

AMERICAN RESCUE PLAN ACT FUNDING



COCOA
FLORIDA

ARPA COCOA ALLOCATION

1	Palm Bay	$ 19,411,949
2	Melbourne	$ 13,878,544
3	Rockledge	$ 11,861,612
4	West Melbourne	$ 10,194,171
5	Titusville	$ 7,851,743
6	Cocoa Beach	$ 4,918,701
7	Satellite Beach	$ 4,677,073
8	Cape Canaveral	$ 4,399,727
9	Cocoa	$ 4,379,570
10	Indian Harbour Beach	$ 3,595,841
11	Grant-Valkaria	$ 1,801,072
12	Melbourne Beach	$ 1,385,893
13	Malabar	$ 1,338,408
14	Indialantic	$ 1,222,006
15	Palm Shores	$ 486,197
16	Melbourne Village	$ 291,634

COCOA
FLORIDA

American Rescue Plan Act

- Two disbursements of funds – May 2021 and May 2022
- Local Governments must provide periodic reports to the Treasury providing a detailed accounting of the uses of funds, or else funds may be recouped by the Treasury
- Funds must be spent by December 31, 2024

ARPA FUNDING REQUESTS

1	Park Improvements	$5,328,600
2	Police/Fire radios	$1,023,695
3	Replace HVAC and Enhanced Purification	$951,315
4	Riverfront Park Drain Field Improvements	$865,000
5	Pipe Lining	$800,000
6	Replace Revenue Shortfall - Ad Valorem Revenue (Unpaid Taxes)	$334,443
7	*Pumper Truck	*$605,000
8	Rental Assistance	$599,680
9	Police Vehicles	$492,314
10	Replace Restrooms sinks, soap dispensers, towels (Automatic)	$469,950
11	Cocoa Save-A-Lot Forgivable Loan Agreement	$450,000

*Assigned Fund Balance

COCOA FLORIDA

ARPA Eligible Uses of Funds

I. Respond to COVID-19 Emergency

a) Assistance to Households, Small Businesses, or Non-Profits
b) Aid to Impacted Industries
c) PPE/Other Necessary Equipment

II. Respond to Workers Performing Essential Work during the Pandemic

III. Restoration of Government Services

IV. Necessary Investments in Water, Sewer, or Broadband Infrastructure

ARPA FUNDING REQUESTS

12	Indian River Baffle Box	$330,000
13	*Generators (Police and JLS)	*$300,000
14	Infrastructure – Servers, Virtual Desktops, Broadband and Storage	$290,571
15	Retro Fit HVAC – City Hall/Police/Other	$277,200
16	*Fuel Tanks ($550,000 Total) General Fund Portion	*$275,000
17	Emma Jewel Modifications and Drainage Improvements	$250,000
18	Utility payment support (Inside Cocoa City Limits)	$180,000
19	Fiber Optic Cable	$121,000
20	Community Services of Brevard	$100,000
21	Floating Wetlands Projects	$100,000

*Assigned Fund Balance

COCOA FLORIDA

ARPA FUNDING REQUESTS

22	2 Solar Bee Stormwater Aerators	$90,000
23	Bracco Pond Modifications and Drainage Improvements	$75,000
24	Electronic Records/Forms/Work-Flow	$40,000
25	Laptops Dr. Joe Lee Smith Center	$30,000
26	Mowing Replenishment	$25,000
27	Health Center Parking	$15,000
	Department Requests Total	$14,418,768
	American Rescue Plan Act Allocation	$4,379,570

COCOA FLORIDA

AMERICAN RESCUE PLAN ACT FUNDING RECOMMENDATIONS

Project	Amount
Replace HVAC and Enhanced Purification	$951,315
Replace Revenue Shortfall – Unpaid Property Taxes	$334,443
Rental Assistance	$599,680
Save-A-Lot Loan Agreement	$475,000
Utility payment support (Inside Cocoa City limits)	$180,000
Community Services of Brevard	$100,000
Infrastructure – Servers, Virtual Desktops, Broadband and Storage	$290,571
Health Center Parking	$15,000

COCOA FLORIDA

AMERICAN RESCUE PLAN ACT FUNDING RECOMMENDATIONS

Project	Amount
Fiber Optic Cable	$121,000
Electronic Records/Forms/Work-Flow	$40,000
Laptops Dr. Joe Lee Smith Center and Travis Community Center	$60,000
Retro Fit HVAC –City Hall/Police/Other	$277,200
Total Requests	**$3,444,209**
Reserve	**$935,361**

COCOA FLORIDA

CITY OPERATION OF SPECIAL TAXING DISTRICT 4 PARKS



COCOA
FLORIDA

PARKS AND RECREATION BACKGROUND

- Quality of Life
  - Public lands the City owns that can improve the physical image of the City and offer a variety of services to the public.
  - Recreational services for the residents
  - Strategic Plan, Goal 1: Objective 1.1
- 1961 Brevard County Special Recreational Districts Established through Florida Legislature
  - District 4 Established through Brevard County Referendum 1962
  - “Purpose of providing and maintaining recreational facilities and programs located in said recreation district”
- Current Expired Maintenance Agreement (2011)
  - Currently operating under the terms of the Agreement
- Current Level of Service Exceeds the Comprehensive Plan Requirement
  - 1.25 acres per 1,000 population
  - Current Population 18,833= 23.54 acres of park space
  - City currently has 323.58 acres of park space

COCOA FLORIDA

DISTRICT 4 TAX BILL - COCOA

3630 Crossbow DR
Cocoa, FL 32926-4467

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.6929	69,500	44,500	25,000	92.32
BREVARD LIBRARY DISTRICT	0.4264	69,500	44,500	25,000	10.66
BREVARD MOSQUITO CONTROL	0.1728	69,500	44,500	25,000	4.32
RECREATION DISTRICT 4 - MAINT	0.6346	69,500	44,500	25,000	15.87
TI-CO AIRPORT AUTHORITY	0.0000	69,500	44,500	25,000	0.00
SCHOOL - BY STATE LAW	3.6940	69,500	25,000	44,500	164.38
SCHOOL - BY LOCAL BOARD	0.7480	69,500	25,000	44,500	33.29
SCHOOL - CAPITAL OUTLAY	1.5000	69,500	25,000	44,500	66.75
CITY OF COCOA	5.9790	69,500	44,500	25,000	149.48
ST JOHNS RIVER WATER MGMT DST	0.2287	69,500	44,500	25,000	5.72
FLA INLAND NAVIGATION DIST	0.0320	69,500	44,500	25,000	0.80
ENV END LD/WTR LTD 05-24	0.0592	69,500	44,500	25,000	1.48
ENV END LD/WTR LTD(DBTP) 05-24	0.0522	69,500	44,500	25,000	1.31

COCOA
FLORIDA

DISTRICT 4 TAX BILL - ROCKLEDGE

1025 REVILLA LANE
ROCKLEDGE, FL 32955-0000

59 & S 30 FT OF S 30 FT OF N 530 FT OF E 74.53
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.6929	76,630	50,000	26,630	98.34
BREVARD LIBRARY DISTRICT	0.4264	76,630	50,000	26,630	11.36
BREVARD MOSQUITO CONTROL	0.1728	76,630	50,000	26,630	4.60
RECREATION DISTRICT 4 - MAINT	0.6346	76,630	50,000	26,630	16.90
TI-CO AIRPORT AUTHORITY	0.0000	76,630	50,000	26,630	0.00
SCHOOL - BY STATE LAW	3.6940	76,630	25,000	51,630	190.72
SCHOOL - BY LOCAL BOARD	0.7480	76,630	25,000	51,630	38.62
SCHOOL - CAPITAL OUTLAY	1.5000	76,630	25,000	51,630	77.45
CITY OF ROCKLEDGE	6.0500	76,630	50,000	26,630	161.11
ST JOHNS RIVER WATER MGMT DST	0.2287	76,630	50,000	26,630	6.09
FLA INLAND NAVIGATION DIST	0.0320	76,630	50,000	26,630	0.85
ENV END LD/WTR LTD 05-24	0.0592	76,630	50,000	26,630	1.58
ENV END LD/WTR LTD(DBTP) 05-24	0.0522	76,630	50,000	26,630	1.39

COCOA
FLORIDA

DISTRICT 4 TAX BILL – BREVARD COUNTY

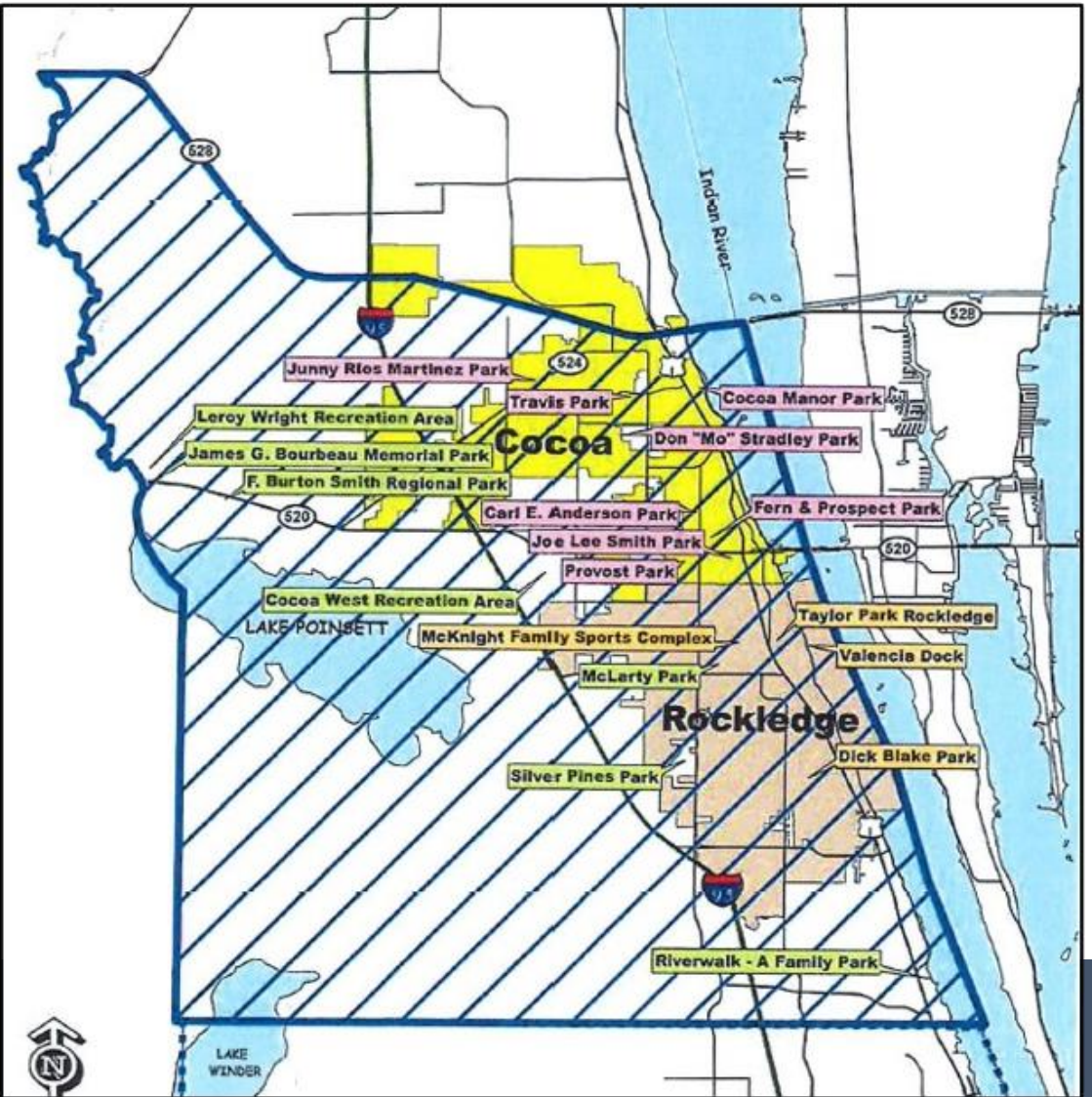
3451 CRAGGY BLUFF PL
COCOA, FL 32926-0000

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.6929	100,590	50,000	50,590	186.82
BREVARD LIBRARY DISTRICT	0.4264	100,590	50,000	50,590	21.57
BREVARD MOSQUITO CONTROL	0.1728	100,590	50,000	50,590	8.74
RECREATION DISTRICT 4 - MAINT	0.6346	100,590	50,000	50,590	32.10
TI-CO AIRPORT AUTHORITY	0.0000	100,590	50,000	50,590	0.00
SCHOOL - BY STATE LAW	3.6940	100,590	25,000	75,590	279.23
SCHOOL - BY LOCAL BOARD	0.7480	100,590	25,000	75,590	56.54
SCHOOL - CAPITAL OUTLAY	1.5000	100,590	25,000	75,590	113.39
FIRE CONTROL MSTU	0.6141	100,590	50,000	50,590	31.07
LAW ENFORCEMENT MSTU	1.0832	100,590	50,000	50,590	54.80
ROAD & BRIDGE DIST 1 MSTU	0.6105	100,590	50,000	50,590	30.89
ST JOHNS RIVER WATER MGMT DST	0.2287	100,590	50,000	50,590	11.57
FLA INLAND NAVIGATION DIST	0.0320	100,590	50,000	50,590	1.62
ENV END LD/WTR LTD 05-24	0.0592	100,590	50,000	50,590	2.99
ENV END LD/WTR LTD(DBTP) 05-24	0.0522	100,590	50,000	50,590	2.64

COCOA
FLORIDA

BREVARD COUNTY SPECIAL DISTRICT 4 RECREATION AREA



Brevard County (6)

- Leroy Wright Recreation Area
- James G. Bourbeau Memorial Park
- F. Burton Smith Regional park
- Cocoa West Recreation Area
- Silver Pines Park
- Riverwalk Park

Cocoa (8)

- Carl E. Anderson Park
- Cocoa Manor Park
- Don “Mo” Stradley Park
- Dr. Joe Lee Smith Park
- Fern & Prospect Park
- Junny Rios Martinez Park
- Provost Park
- Travis Park

Rockledge (8)

- Dick Blake Park
- Larry Schultz
- Martin Anderson Senior Center
- McKnight Family Sports Complex
- McLarty Park (Brevard County Lease)
- Silver Pines
- Taylor Park - Rockledge
- Valencia Dock

COCOA FLORIDA

BREVARD COUNTY MAINTENANCE AGREEMENT

Current Expired Agreement Overview

2. Subject Property. The property subject to this Agreement shall be those parcels of property listed in Appendix A, attached hereto and made a part hereof by this reference. The parites hereby specifically agree that additional properties of the City may be added to this list of subject property from time to time upon the mutual agreement of the City and County.

3. County's Duties and Responsibilities. The City hereby grants to the County the authority to use, maintain and operate recreational facilities on the subject property for recreational purposes, to serve the public interest, under the following conditions:

(a) The County shall not use or occupy the subject property or any part thereof, nor permit the same or any part thereof, to be used or occupied for any purpose other than as herein specified and shall not assign any rights under this Agreement or delegate any duties or obligations hereunder to any other agency, public or private, without prior written consent of the City, except for those sanctioned groups provided for by Agreement between the County and said sanctioned group.

(b) The County shall keep the subject property and all improvements thereon in good repair and good appearance, and at the end of the term of this Agreement, shall return the subject property in a good state and condition as reasonable use and wear would permit.

(c) The County shall pay for all operational and maintenance costs for the use of the subject property by the County, or others, pursuant to the County's authority in connection therewith.

(d) All personal property placed on or moved upon the subject property shall be at the risk of the County, or other owner thereof, and the City shall be held harmless by the County for any damages thereto or to the County or any person, arising from any condition of the premises, or acts of negligence,

Current Status of the New Negotiated Agreement

Mode 1 - Regional Parks

Parks Maintenance Standards

All landscaping, grass, turf, disease/insect management will be maintained to current University of Florida/Institute of Food and Agricultural Sciences Extension standards.

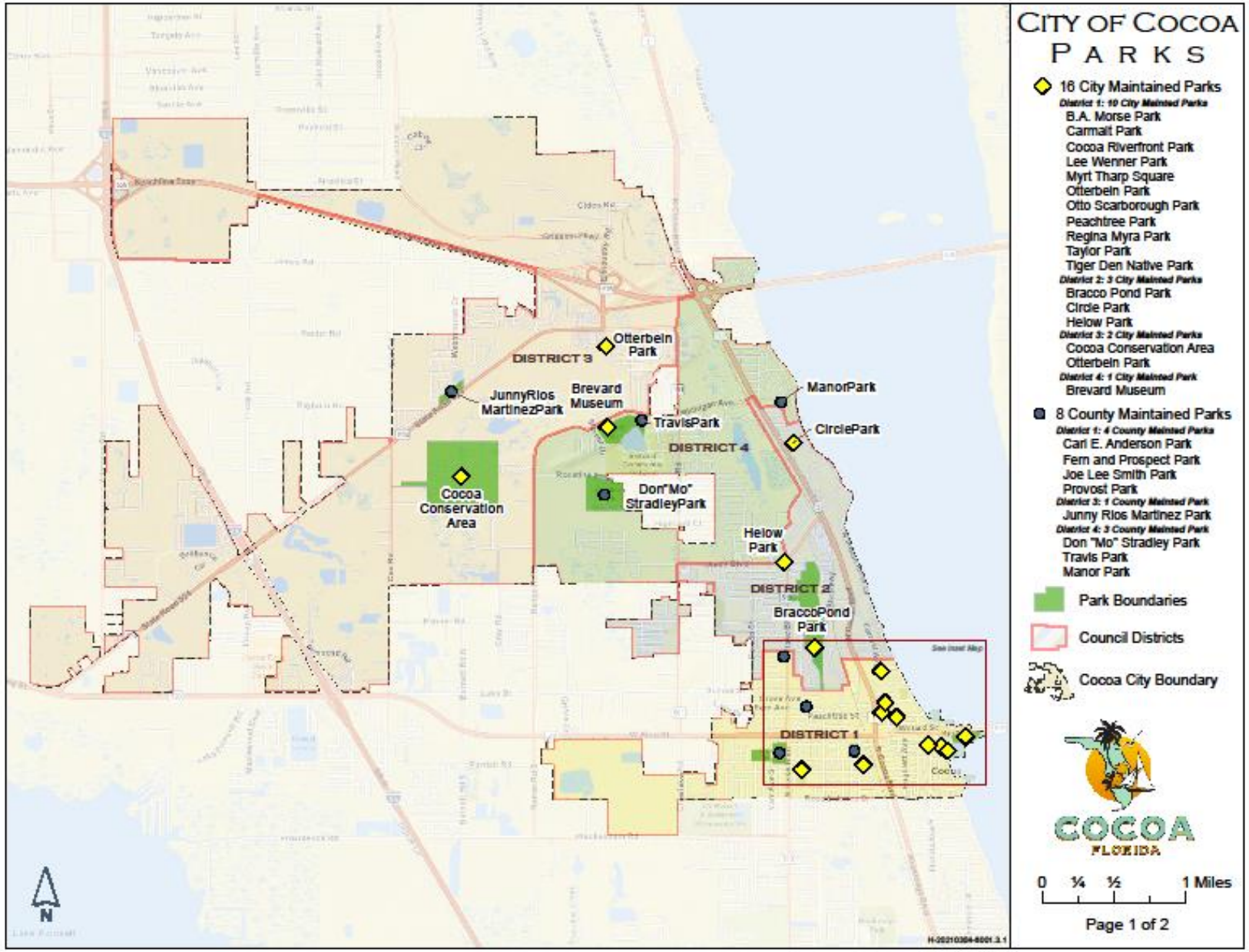
Park Name	Frequency of Task

General Maintenance Tasks	Daily	Weekly	Monthly	Yearly	Comments
Open and clean restrooms	Yes	No	No	No	No Comment
Deep clean restrooms – wall to wall, floor to ceiling	No	Yes	No	No	No Comment
Litter/debris removal Trash receptacles emptied	Yes	No	No	No	No Comment
Grounds inspected for hazards, vandalism & repairs	Yes	No	No	No	No Comment
Check signage to be straight	Yes	No	No	No	No Comment
Check building & parking lot lighting	Yes	No	No	No	No Comment
Check drinking fountain operation	Yes	No	No	No	No Comment
Turf Maintenance – General Grounds	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
Mowing open turf areas, trim, edge, blow (contract maintenance)	No	No	No	30 cuts	No Comment
Fertilization 16-0-16 50% SR	No	No	No	No	May & September
Irrigation Maintenance	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
System Operation	No	Yes	No	No	No Comment
Check & adjust controllers	No	Yes	No	No	No Comment
Inspect head to head coverage, all heads turning, no broken heads or leaks	No	Yes	No	No	No Comment
Adjust for time change	No	No	No	Twice	Re-adjust accordingly
Shrub & Tree Maintenance	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
Evaluate for pruning – trees/shrubs	No	No	Yes	No	No Comment
Evaluate for pruning - palms	No	No	No	Yes	No Comment
Weed removal in landscape beds	No	No	Yes	No	No Comment
Fertilization 10-4-12	No	No	No	No	March, June,

Current Negotiations

- City vs. County
- Capital Replacement, $5,000+ City Cost
- Criminal Mischief or Theft, City Cost

COCOA FLORIDA



CITY OF COCOA PARKS

16 City Maintained Parks

District 1: 10 City Maintained Parks
- B.A. Morse Park
- Carmalt Park
- Cocoa Riverfront Park
- Lee Wenner Park
- Myrt Tharp Square
- Otterbein Park
- Otto Scarborough Park
- Peachtree Park
- Regina Myra Park
- Taylor Park
- Tiger Den Native Park

District 2: 3 City Maintained Parks
- Bracco Pond Park
- Circle Park
- Helow Park

District 3: 2 City Maintained Parks
- Cocoa Conservation Area
- Otterbein Park

District 4: 1 City Maintained Park
- Brevard Museum

8 County Maintained Parks

District 1: 4 County Maintained Parks
- Carl E. Anderson Park
- Fern and Prospect Park
- Joe Lee Smith Park
- Provost Park

District 3: 1 County Maintained Park
- Junny Rios Martinez Park

District 4: 3 County Maintained Park
- Don "Mo" Stradley Park
- Travis Park
- Manor Park

Park Boundaries

Council Districts

Cocoa City Boundary

COCOA FLORIDA

0 ¼ ½ 1 Miles

COCOA FLORIDA

CURRENT RECREATIONAL SERVICES PROVIDED WITHIN COCOA

- City of Cocoa
  - Sponsored/City Special Events
- Brevard County Parks and Recreation
  - Park Reservations, Park Programming, Youth Camps
- Brevard County Recreation Partner Agreements
  - Cocoa Youth Athletics (youth football, youth cheerleading)
    - Stradley Park
  - Cocoa Little League (youth baseball)
    - Stradley Park
  - Brevard Old Red Eye Rugby Club (adult rugby)
    - Provost West
  - Cocoa Police Athletic League
    - Dr. Joe Lee Smith Park
  - Cocoa Soccer Club
    - Provost Park
- Recreation Centers
  - Dr. Joe Lee Smith Center- youth, adult and senior programming
  - Travis Park Community Center- youth and adult programming

COCOA FLORIDA

CURRENT PARKS AND RECREATION ISSUES

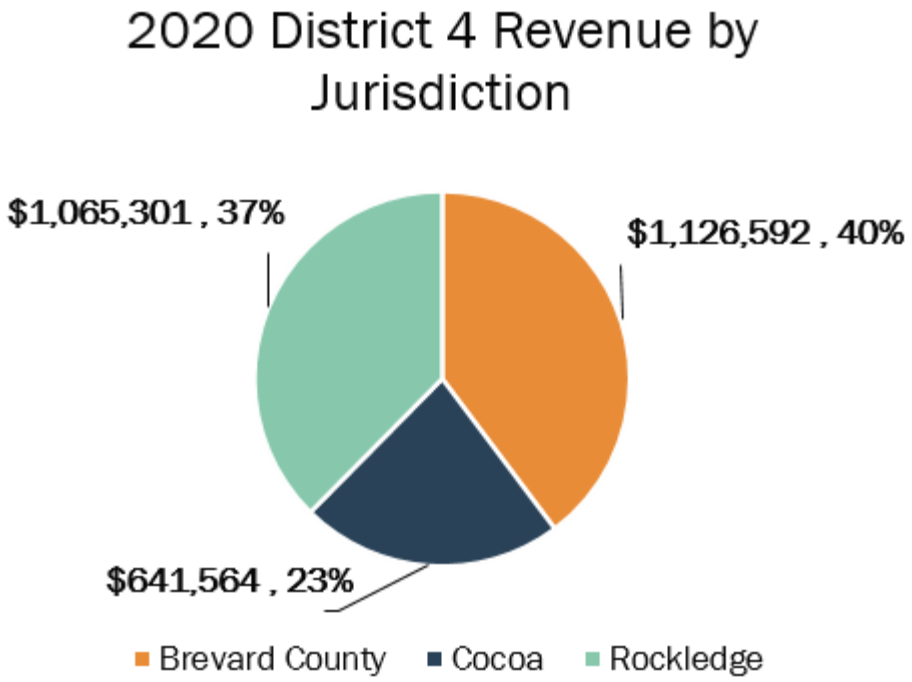
Parks and Recreation Open Space Master Plan Identified

- Safety in the Parks
- Maintenance in the Parks
- Recreational Amenities
- Recreational Services
- Sufficient Funding to Support Enhanced Level of Service

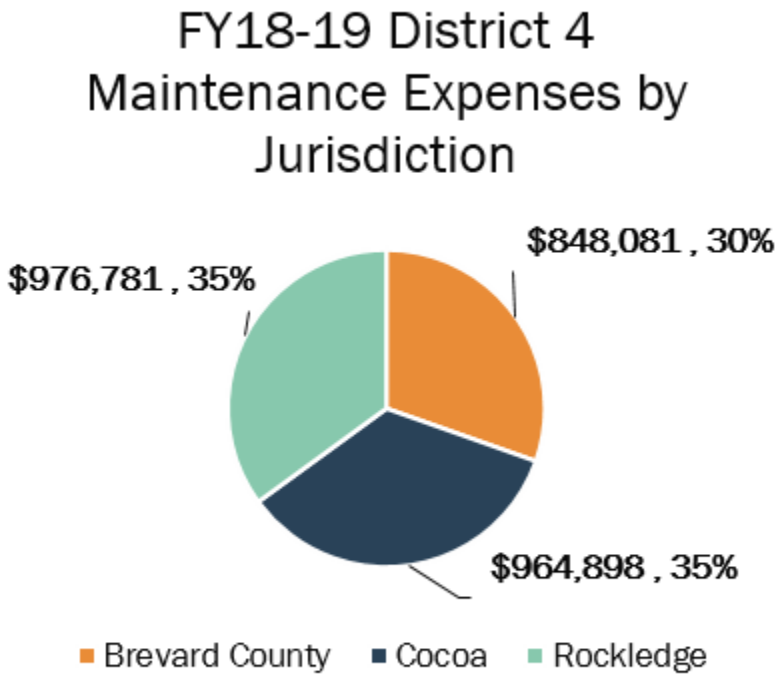


COCOA FLORIDA

DISTRICT 4 REVENUE AND EXPENSES



2020 District 4 Revenue Total: $2,836,627



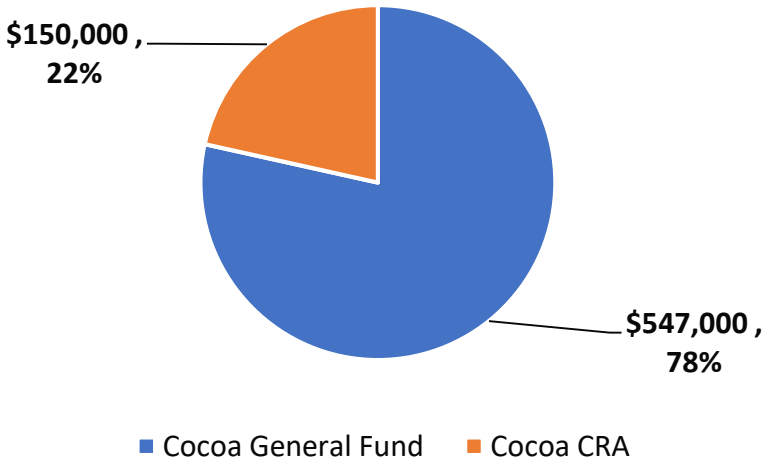
FY18-19 District 4 Expense Total: $2,786,577

All capital improvement program funds in FY 18-19 district-wide went toward automated lighting controls at all parks in the district (Stradley (9), Provost (2), Dr. Joe Lee Smith (1)

COCOA FLORIDA

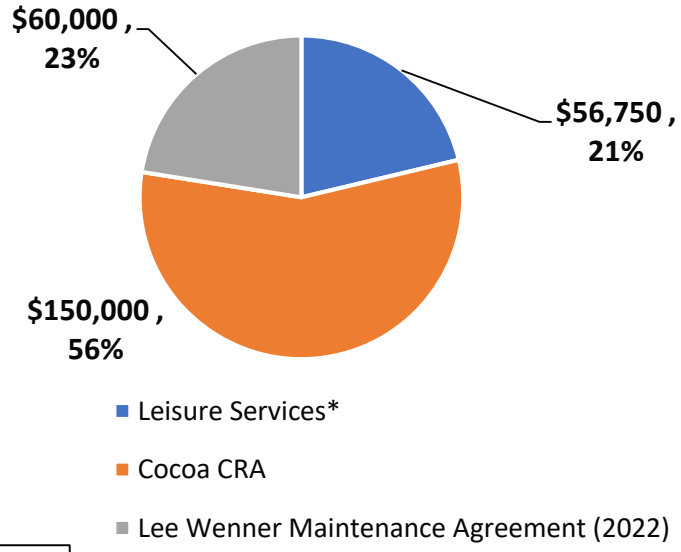
COCOA OPERATED PARKS REVENUE AND EXPENSES

FY 2020 Cocoa Parks Operating Expenses



GF Subsidy
$430,250

FY 2020 Cocoa Parks Operating Revenue



FY 2020 Cocoa Parks Capital Expenses

- $3.5 M Dr. Joe Lee Smith Center
- $2.8 M Waterfront (FEMA, FIND)
- (Cocoa CRA) $387,767 Waterfront
- (Diamond Square CRA) $47,488 Dr. JLS Pool

COCOA FLORIDA

CURRENT CITY BEAUTIFICATION/MAINTENANCE RESPONSIBILITIES

- Current Staffing
  - City Staffing: Beautification Division, 10 FTE
  - Contract Services
    - Private- US Lawns / ProLawns (US-1, SR-520, Lee Wenner Park, Four Cemeteries, Water Field Operations, Fire Stations, etc.) ($205,000)
    - State Inmate Work Squad- Corrections Officer, 8 Workers 4 days a week ($65,500, Discontinued Indefinitely) Equivalent to 4.8 FTE
      - The Work Squad operated as an extension of staff in the maintenance of over 19 right-of-ways, multiple municipal budlings, city owned passive parks, and vacant lots.
- Types of Maintenance
  - Mowing, Trimming, Edging, Landscaping, Tree Trimming and Removal, Seasonal Activities, Special Events
- Capital Project Impacts
  - US-1, SR-520, Florida Avenue, Peachtree Street, Stone Street, Harry T. Moore Center, Three Fire Stations, Cocoa Conservation Area, Riverfront Park, and Lee Wenner Park
- Recent Facility Responsibilities
  - Brevard Museum (est. $65,000/yr.)
  - Former Dr. Joe Lee Smith Center (est. $45,784/yr.)
  - Former Community Action Team Building ($4,000/yr.)

CURRENT CITY MAINTAINED PARKS

District	Park	Address
1	B.A. Morse Stormwater Park	Barbara Jenkins and Pineapple Ave.
1	Carmalt Park	Carmalt St. and Forrest Ave.
1	Cocoa Riverfront Park	430 Delannoy St.
1	Lee Wenner Park and Connector	300 Riveredge Blvd.
1	Myrt Tharpe Square	12 Stone St.
1	Peachtree Park	Peachtree and Forrest
1	Regina Myra Park	Lucas ln.
1	Scarborough Park	1st and Brunson
1	Taylor Park	Delannoy Ave. and Harrison
1	Tiger Den	1st and Peachtree
2	Bracco Stormwater Park	W. Highland Drive
2	Circle Park	Circle Dr.
2	Helow Park	Dixon and N. Fiske
3	Cocoa Conservation Area	1714 Cocoa Bay Blvd.
3	Otterbein Park	Otterbein and Slippery Rock Dr.
4	Brevard Museum*	2201 Michigan Ave.
		Total Estimated Cost to Maintain: $547,000

COCOA
FLORIDA

ESTIMATED ANNUAL CITY COST TO MAINTAIN CURRENT BREVARD COUNTY OPERATED PARKS

District	Park	Address	FY18-19 County Cost	Estimated City Cost
1	Carl Anderson	501 N. Fiske	$7,792	$14,750
1	Dr. Joe Lee Smith Park and Community Center	419 Washington Ave.	$319,829	$392,500
1	Fern and Prospect	104 Prospect Ave.	$7,726	$14,750
1	Provost	400 S. Varr	$65,125	$109,250
3	Junny Rios Martinez	2100 Westminister Dr.	$46,031	$62,150
4	Cocoa Manor	201 Coquina Dr.	$3,387	$10,865
4	Don “Mo” Stradley Memorial	1857 Tiger Trail	$183,818	$216,000
4	Travis Park and Community Center	2001 Michigan Ave.	$331,190	$389,500
			$964,898	**$1,209,765**

-City Costs Estimated at Riverfront Park Level of Service and Capital Costs Spread

-City staffing needs 8 FTE Maintenance, and $225K for initial equipment

POTENTIAL ADDITIONAL REVENUE GENERATION

Reoccurring Revenue Generation

- District 4 Millage Rate (Subject to Brevard County Commission)
  - Current .6346 Mils
  - Cap .9000 Mils
- Additional User Fees through Expanded Recreation Partner Agreements

One-time Revenue Generation

- Bond Referendum (One Time)
  - Voter approved bond for improvements District-wide
- City of Cocoa Parks Impact Fees (Per Dwelling Unit)

COCOA
FLORIDA

OPTIONS TO EXPAND PARKS AND RECREATION SERVICE

- Public School Interlocal Access Agreements
- Private Park Interlocal Agreements
- Housing Authority Participation
- Expand Park Services on Existing Park Sites

COCOA FLORIDA

CITY COUNCIL PARKS OPERATION DIRECTION

1. Continue Negotiations with Brevard County to update the Maintenance Agreement with Maintenance Standards and City Provided Make Capital Improvements

2. Negotiate with Brevard County for Complete City Operation and Maintenance and Revenue Pass-Through

COCOA
FLORIDA

COCOA PARK IMPROVEMENTS

- General Fund
  - 2.25M
- Standardization- $475,000
- Amenities- 1,661,500
- Infrastructure- $2,864,000

- City Staff Recommendation
  - Common Theme Related Improvements (standardization)- $475,000

- $1,775,000 Remaining for Allocation to Improvements

COCOA
FLORIDA

COCOA OF COCOA MUSUEMS

- Leon and Jewel Collins Museum of African American History and Culture at the Harry T. Moore Center
  - City acquired in February 2014, dedicated September 2017
  - June 2019- Designated on the National Register of Historic Places



- Brevard Museum of History and Natural Science
  - September 1975 Operations Began Brevard Museum Inc.
  - 2015 Operations transferred to Florida Historical Society
  - March 1, 2021 Florida Historical Society terminated the agreement for operation.



COCOA FLORIDA

LEON AND JEWEL COLLINS MUSEUM OF AFRICAN AMERICAN HISTORY AND CULTURE AT THE HARRY T. MOORE CENTER

Current Facilities

- (North) Alliance for Neighborhood Restoration / Cocoa PAL
  - City Contract; After school programming, summer programs, seasonal events
- (South) Museum
  - Electronic Displays, Display Cabinetry, Donated Items



Future Buildout

- Community Based Operator (FHS Assistance 3-year Commitment)
- Additional video production (Jewel Collins, Rosenwald Schools)
- Historical Displays (Harry T. Moore, Historic Schoolhouse, Highwaymen)
- Community Artifacts
- $25K Budgeted this year



COCOA FLORIDA

LEON AND JEWEL COLLINS MUSEUM OF AFRICAN AMERICAN HISTORY AND CULTURE AT THE HARRY T. MOORE CENTER

Current Operating Costs - $30,000 (Projected Cost of $45,000 under museum operation)

Grant	Purpose	Amount	City Match
Florida Department of Agriculture and Consumer Services Energy Efficiency	HVAC Replacement	$37,299	$37,701
Florida Historical Preservation Small Matching Grant/Special Category	Roof, Floor, Facility	$280,256	$194,744
American Civil Rights Preservation	National Historic Registry	$50,000	$28,387
Grant Applications			
Florida Historical Preservation Small Matching Grant/Special Category	Museum Planning/Design, Windows, Doors	$216,750	$216,750
African American Civil Rights Grant	Gilbert v. Board of Public Instruction Research/Display	$30,000	$30,000

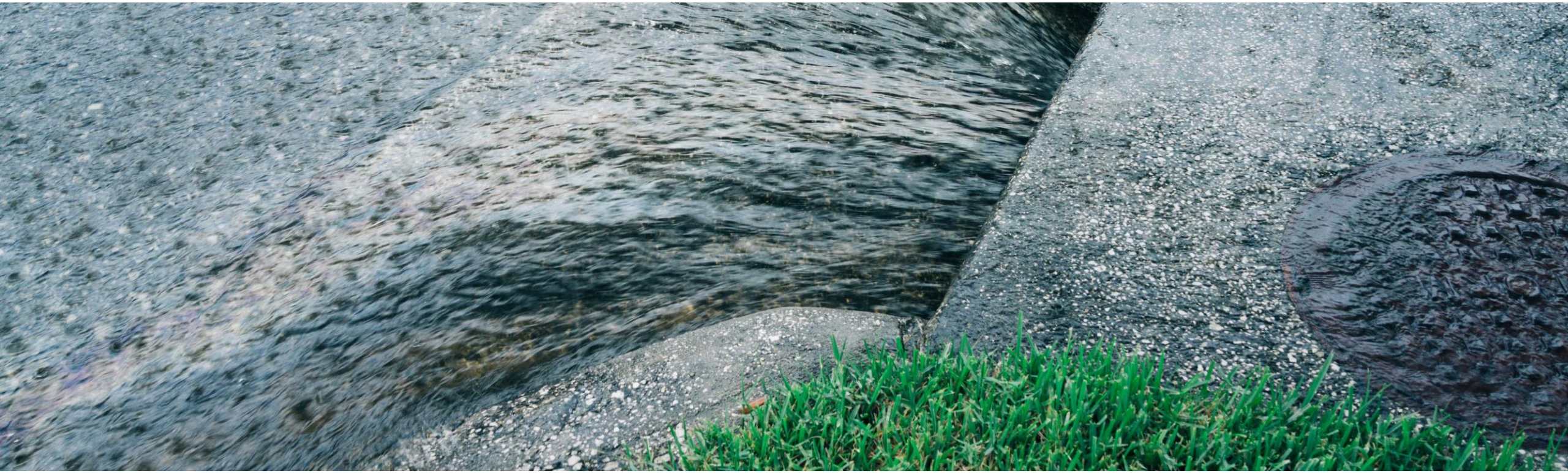
COCOA FLORIDA

BREVARD MUSEUM OF HISTORY AND NATURAL SCIENCE

- City Council Agenda Item
  - Remaining Fiscal Year Operation Cost $27,000
- Future Operation
  - City operated or seek non-profit operation

COCOA FLORIDA

FEMA HAZARD MITIGATION GRANT



COCOA
FLORIDA

FEMA Hazard Mitigation Grant Funding Requirements

- $3,100,000 Reimbursable Grant (25/75)
  - The City will be eligible for reimbursement for up to 75% of eligible project expenses
  - ($1,580,000) Stormwater Fund Share
  - ($650,000) General Fund Share (Contribution Assigned FB as approved by Council)
  - ($866,000) Utility Fund Share
- Stormwater Fund Outlook – FY2022
  - $1,811,269 – Annual Assessment Revenue
  - $370,010 – Unassigned Balance (Expendable Funds / Non-reserve)
  - $1,064,545 – Personnel Services and Operating Expenditures
  - $1,580,000 – Stormwater Grant Share
  - **$463,266 – Shortfall due to insufficient funding in the Stormwater Fund**
    - **General Fund Request of $465,000 to cover shortfall**
  - $706,000 – FY 2022 Capital Project requests deferred through FY2023
  - **Total General Fund Request of $1,171,000 to prevent deferrals**

COCOA FLORIDA

FEMA Hazard Mitigation Grant Funding Requirements

- Deferred Projects/Capital Expenses to FY 2023
  - $250,000 – Emma Jewel Stormwater Piping Interconnect
  - $160,000 – Annual Cured In Place Pipe Lining
  - $160,000 – Dump Truck Replacement
  - $50,000 – Bracco Stormwater Pond Outfall Structure Retrofit
  - $39,000 – Trailer Mounted Pump
  - $30,000 – Annual Curb and Gutter Replacement Program
  - $12,000 – Bracco Stormwater Pond Flowmeter
  - $5,000 – Fairfax Lane Underdrain Expansion
  - **$706,000 - Total**

COCOA FLORIDA

USE OF ASSIGNED FUND BALANCE



COCOA
FLORIDA

ASSIGNED FUND BALANCE

FY 21/22 Use of Assigned Fund Balance	
Economic Incentives	$500,000
Building and Equipment	$2,064,000
Village Parking	$1,000,000
Donations	$100,000
Roads and Sidewalks	$350,000
Software Upgrades	$1,500,000
Housing	$350,000
Parks Improvements	$2,250,000
Sustainability/Resiliency Initiatives	$750,000
Total Assigned Fund Balance	**$8,864,000**

COCOA FLORIDA

OTHER TOPICS



COCOA
FLORIDA

PORCHER HOUSE TENANT LEASES

Tenant	Current Monthly Price Per Square Foot	Proposed Per Square Foot Increase	Current Common Area Maintenance	Proposed Common Area Maintenance	Current Monthly Rental Including Tax & CAM	New Monthly Rental Including Tax & CAM	Monthly Difference
Anello Consulting – Porcher House #205	$ 1.42	$ 1.56	$18.36	$18.02	$370.76	$404.86	**$34.10**
Jackson Private Wealth – Porcher House #203	$ 1.42	$ 1.56	$23.61	$17.78	$371.89	$399.61	**$27.72**
Jackson Private Wealth – Porcher House #204	$ 1.42	$ 1.56	$20.60	$22.46	$459.89	$504.77	**$44.88**

COCOA FLORIDA

PORCHER HOUSE TENANT LEASES

Tenant/Space	Monthly Price Per Square Foot	Proposed Increase
Belaire Courtyard – 264 Brevard	$ 2.52	
Magnolia Mall – 12 Stone Street	$ 2.26	
Belaire Courtyard – 265 Brevard	$ 2.00	
Anello Consulting – Porcher House #205	$ 1.42	$ 1.56
Jackson Private Wealth – Porcher House #203 & 204	$ 1.42	$ 1.56
RLJ Properties – 15 Rosa L Jones Drive	$ 1.33	
Centennial Property – 317 Riveredge Boulevard	$ 1.08	
Litle Property 401-411 Brevard Avenue	$ 1.00	
Litle Property 403 & 409 Brevard Avenue	$ 0.93	

COCOA FLORIDA

Village NightLife Workshop
Strategic Plan Workshop

- Direction on How, Who, What, When, and Where

COCOA
FLORIDA

Legislation Details (With Text)

File #:	21-359	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	5/6/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve the Minutes of the City Council FY 2022 Budget Priorities Workshop on April 19, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-19-2021 Minutes.pdf EXHIBIT A- April_19_2021_BudgetWorkshop.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 6, 2021
Agenda Date: May 25, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the City Council FY 2022 Budget Priorities Workshop on April 19, 2021, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the City Council FY 2022 Budget Priorities Workshop on April 19, 2021, as written or with amendments

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MINUTES
City of Cocoa
FY 2022 Budget Priorities Workshop

April 19, 2021

A City Council Workshop was held on Monday, April 19, 2021, at the Cocoa Civic Center in Conference Room #1, located at 430 Delannoy Avenue, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the Workshop to order at 4:16 p.m.

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

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk
ABSENT:	Lorraine Koss	Councilmember

OTHER STAFF MEMBERS PRESENT:

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

II. Workshop Topics:

Mayor Blake advised this was a continuation of the Workshop from Friday, April 16, 2021[1].

City Manager Whitten mentioned that he provided the minutes regarding the athletic upgrades to Cocoa High School, where an Interlocal agreement was approved on October 27, 2020. The track is now being funded through another source so they are requesting that the agreement be amended to "athletic facility upgrades."

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn, to approve staff's recommendation regarding the changes to the agreement.**

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED (4-0)

Ms. Bowman explained that each year the City goes through the budget process and she provided the budget calendar:

- On June 30th there will be a Budget Workshop
- On July 20th the Tentative Millage TRIM would be decided upon
- On August 10th would be the first Fire and Stormwater Assessment as well as Water/Sewer Public Hearings.
- On August 24th they will be the Final Fire and Stormwater Assessment Pubic Hearings.
- September 14th will be the first hearing for First Millage/Budget Hearing
- September 22nd will be the final Millage/Budget Hearing (these are tentative dates.

The American Rescue Plan Act Funding was explained and she noted it was a $1.9 trillion dollar package.

Two disbursements of funding will be done, the first this May and the second will be next May (2022). Funds must be spent by December 31, 2024.

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[1] EXHIBIT A: FY 2022 Budget Priorities Workshop Presentation

The Allocation Methodology was explained and how the monies should be distributed. A comparison of Brevard County was shown as to how funds were distributed.

Ms. Bowman noted Cocoa would be getting approximately $4.4. million in funding and she pointed out that this was money that the City did not originally have.

The categories of the Plan were described and she explained how the individual funding requests fit into each category.

Mayor Blake asked if having the broadband capability to our citizens fit under this and Ms. Bowman responded in the affirmative. He further asked if the City was locked into this amount or would we have a chance for more.

City Manager Whitten agreed the numbers looked low and he believes they will reconsider the numbers and allocations.

Ms. Bowman reiterated the eligible uses of the funding.

City Manager Whitten pointed out that there has already been $450,000 committed for the Save-A-Lot initiative.

He further reminded Council that during the last two workshops they have discussed the assigned fund balance which was $8.8 million and now $4.4 million was being discussed in regards to the American Rescue Funding. There is another workshop on April 26th where parks will be discussed and some of the monies being requested may be for the same projects.

City Manager Whitten reiterated Council's requests that were approved at the previous workshop held on April 16, 2021 and pointed out that the parks discussion and sustainability/resiliency initiatives were not yet decided upon.

Ms. Bowman asked for a motion in regards to all of those approved requests to include all necessary budget amendments and adjustments that need to be done and would allow for the City Manager to sign all of those amendments.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the request by staff to include all necessary budget amendments and adjustments that need to be done and would allow the City Manager to sign all of those amendments in regards to all of the requests approved at the April 16, 2021 Workshop.**

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED (4-0)

Ms. Bowman added that there are a lot of decisions that need to be made so that they can be presented at the June 30th budget meeting.

A listing of requested projects was shown and directors explained their requests in detail[2] in regards to the American Rescue Funding.

City Manager Whitten revisited priorities discussed at the first workshop held on December 3, 2020 and felt that these have all been reviewed. He further noted that some have mentioned a request for a workshop regarding nightlife in the Village.

Mayor Blake asked for a point of clarification on sustainability, noting that $750,000 was budgeted. He stated this was a broad term and asked what rules apply to sustainability.

In response, City Manager Whitten advised that in their plan there are a number of initiatives and Council approved that plan so it was proper for staff to put those initiatives in front of Council to decide if those are priorities over other things.

Mayor Blake asked if thirty more laptops needed at the Joe Lee Smith Center would fall under the rules of sustainability. Staff agreed that it would.

Mayor Blake asked for Council to look outside the box and evaluate what was needed in their districts.

Councilmember Dyal mentioned the District 3 taxes and asked all to attend the May 4th meeting with FDOT. There will be a lot of activity happening on S.R. 528.

City Manager Whitten spoke about the upcoming redistricting and that he has only received two nominations for that committee. He asked Council to submit those names as soon as possible.

Deputy Mayor Goins spoke in regards to the prior workshop and the discussion regarding the Michael C. Blake subdivision. He stressed the importance of ensuring the area is up to parr in regards to infrastructure.

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[2] Deputy Mayor Goins left the meeting at 5:15 p.m. and returned at 5:21 p.m.

* **MOTION by Deputy Mayor Goins; Seconded by Mayor Blake, to ensure the infrastructure issues on Varr, Blake, Johnson, Whaley, and Bernard are fixed. This includes sidewalks and resurfacing, for discussion.**

Mr. Smith advised these streets were in the plan and were up for review in a couple of years.

Mayor Blake added Valencia, Mango, and Temple Streets along with Pineapple and Peachtree. He asked staff to look into this and report back to Council.

Deputy Mayor Goins agreed that Public Works has a schedule but wanted to move this up. Mr. Smith clarified that Council would like staff to focus on the areas where the lots are first. Deputy Mayor Goins responded in the affirmative.

Mr. Smith added Loquat Street, Knight, Lucas, and Paw Paw Street. He stated it was probably more of a project than resurfacing[3].

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED (4-0)

Deputy Mayor Goins further spoke about an RFP for the old Joe Lee Smith Center.

* **MOTION by Deputy Mayor Goins to put the old Joe Lee Smith Center out for an RFP for best usage. He would like non-profits to submit proposals for programs and services in the building as is.**

Mayor Blake wanted to hear input from the citizens. He felt this issue would be better to discuss in a more open session. He wanted to be more transparent and felt it would be better perceived.

Discussion was held on prior council actions in regards to the old Joe Lee Smith Center.

THE MOTION WAS RESCINDED.

Deputy Mayor Goins mentioned the list of housing inventory and since they have $350,000 to use he wanted to make a motion to select the addresses.

[3] Councilmember Dyal left the meeting at 5:38 p.m. and returned at 5:40 p.m.

Mayor Blake understood his intentions and would like for this to be at a Council meeting as well. City Manager Whitten agreed to bring this back by the second meeting of May.

Councilmember Hearn stated that he would like sidewalks in District 2 and explained his reasonings for his request.

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Goins, to give the City Manager direction to explore Broadmoor Acres, Cocoa Modern Manors and Pineridge 1 & 2, including the feasibility and costs as well as a timeline to get sidewalks in those neighborhoods.**

Councilmember Hearn added that there are issues with speedbumps and he felt that sidewalks were long overdue. Mayor Blake asked if this included curbs and gutters.

Mr. Smith explained that this was a FEMA project and he was not sure if the design could be changed at this point but assured Council he would check with FEMA.

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED (4-0)

City Manager Whitten spoke in regards to Save-A-Lot and mentioned that there were a couple of debts that they did not know about and that they are attempting to satisfy outside of the agreement. City Attorney Garganese explained that there are outstanding rent obligations from last year and they were in arrears this year as well. He assumes they are under a typical lease and if they are in default they are at risk for eviction.

Ms. Bowman further noted that there is additional outstanding money with Save-A-Lot corporate as well as a promissory note for $120,000 which has been paid down to $40,000. Ms. Bowman noted she had conversations with corporate in regards to what they owe. They will need about $160,000 to get fully stocked and it was confirmed they are a high producing store.

Staff requested an increase in the agreement from $450,000 to $475,000.

Mayor Blake clarified for the record that nothing has been released yet. Staff answered in the affirmative. Ms. Bowman advised that as soon as the agreement was done they should be able to get product delivery within two days.

Pat Chambers, 37 Derby Street, Cocoa, asked how long he was in arrears from and it was stated the end of 2020 (September through December). She further noted it was stated that they are one of the busiest Save-A-Lot stores and was confused as to why they were behind. She runs a business and had to learn how to manage during the pandemic to keep afloat and felt that this was a lot of money to give to one business.

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve an additional $25,000 to Save-A-Lot, subject to working with their corporate office to see if a reduction can be made on outstanding indebtness and grant issues are resolved before the City Manager signs the document.**

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. Adjournment:

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins, to adjourn the City Council Workshop of April 19, 2021.**

AYES: Blake, Goins, Dyal, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 6:01 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

FY 2022
Budget Priorities Workshop
Stockton Whitten, City Manager
Rebecca Bowman, Finance Director

EXHIBIT A: FY 2022 BUDGET PRIORITIES WORKSHOP PRESENTATION

April 19, 2021

Agenda – April 19th

- Invocation and Pledge of Allegiance
- FY2022 Budget Calendar
- American Rescue Act
  - City Council Priorities and Direction

FY 2022 Budget Calendar

- June 30, 2021 Budget Workshop
- July 20, 2021 Tentative Millage (TRIM)
- August 10, 2021 (First Fire and Stormwater Assessment and Water/Sewer Public Hearings)

FY 2022 Budget Calendar

- August 24, 2021 (Final Fire and Stormwater Assessment Public Hearings)

- September 14, 2021 First Millage/Budget Hearing (Tentative Date)

- September 22, 2021 Final Millage/Budget Hearing (Tentative Date)

American Rescue Plan

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021

(H.R. 1319) into law. The $1.9 trillion package,

based on President Bidens American Rescue Plan, is intended to combat the Covid-19

Pandemic, including public health and economic impacts.

American Rescue Plan Act

- Two disbursements of funds – May 2021 and May 2022
- Local Governments must provide periodic reports to the Treasury providing a detailed accounting of the uses of funds, or else funds may be recouped by the Treasury
- Funds must be spent by December 31, 2024

Allocation Calculation

- Methodology: The list of “metro cities” as defined in the proposal and the allocation amounts provided to those cities were generated from the FY2020 CDBG entitlement awards distributed to those cities as shown on the HUD website. Select city governments that qualify but have chosen not to participate in the CDBG entitlement program have been added, as that information has been made available.
- Potential Deviations in Distribution:
  - Funds may be distributed to metro cities based on the formula for FY2021, for which award data is not yet available.
  - Other cities that qualify and have chosen not to participate in the CDBG entitlement program may elect to receive assistance as a metro city, which would reduce amounts otherwise available to the remaining metro cities.

ARPA COCOA ALLOCATION

1	Palm Bay	$ 19,411,949
2	Melbourne	$ 13,878,544
3	Rockledge	$ 11,861,612
4	West Melbourne	$ 10,194,171
5	Titusville	$ 7,851,743
6	Cocoa Beach	$ 4,918,701
7	Satellite Beach	$ 4,677,073
8	Cape Canaveral	$ 4,399,727
9	Cocoa	$ 4,379,570
10	Indian Harbour Beach	$ 3,595,841
11	Grant-Valkaria	$ 1,801,072
12	Melbourne Beach	$ 1,385,893
13	Malabar	$ 1,338,408
14	Indialantic	$ 1,222,006
15	Palm Shores	$ 486,197
16	Melbourne Village	$ 291,634

ARPA Eligible Uses of Funds

Category One

"to respond to the public health emergency with respect COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality"

ARPA Eligible Uses of Funds

Category Two

"to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work"

ARPA Eligible Uses of Funds

Category Three

"for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year"

ARPA Eligible Uses of Funds

Category Four

"to make necessary investments in water, sewer, and broadband infrastructure"

ARPA Eligible Uses of Funds

I. **Respond to COVID-19 Emergency**

   a) Assistance to Households, Small Businesses, or Non-Profits
   b) Aid to Impacted Industries
   c) PPE/Other Necessary Equipment

II. **Respond to Workers Performing Essential Work during the Pandemic**

III. **Restoration of Government Services**

IV. **Necessary Investments in Water, Sewer, or Broadband Infrastructure**

$4.4 million American Rescue Act

1	Park Improvements	$5,328,600
2	Police/Fire radios	$1,023,695
3	Replace HVAC and Enhanced Purification	$951,315
4	Riverfront Park Drain Field Improvements	$865,000
5	Pipe Lining	$800,000
6	Replace Revenue Shortfall - Ad Valorem Revenue (Unpaid Taxes)	$665,031
7	*Pumper Truck	*$605,000
8	Rental Assistance	$599,680
9	Police Vehicles	$492,314
10	Replace Restrooms sinks, soap dispensers, towels (Automatic)	$469,950
11	Cocoa Save-A-Lot Forgivable Loan Agreement	$450,000

$4.4 million American Rescue Act

12	Indian River Baffle Box	$330,000
13	*Generators (Police and JLS)	*$300,000
14	Infrastructure – Servers, Virtual Desktops, Broadband and Storage	$290,571
15	Retro Fit HVAC – City Hall/Police/Other	$277,200
16	*Fuel Tanks ($550,000 Total) General Fund Portion	*$275,000
17	Emma Jewel Modifications and Drainage Improvements	$250,000
18	Utility payment support (Inside Cocoa City Limits)	$180,000
19	Fiber Optic Cable	$121,000
20	Community Services of Brevard	$100,000
21	Floating Wetlands Projects	$100,000

$4.4 million American Rescue Act

22	2 Solar Bee Stormwater Aerators	$90,000
23	Bracco Pond Modifications and Drainage Improvements	$75,000
24	Electronic Records/Forms/Work-Flow	$40,000
25	Laptops Dr. Joe Lee Smith Center	$30,000
26	Mowing Replenishment	$25,000
27	Health Center Parking	$15,000
	Department Requests Total	$14,749,356

*Assigned Fund Balance

ARPA Eligible Uses of Funds

Category One:

I. **Respond to COVID-19 Emergency**

○ Fire/Police Radios (P25)	$1,023,695
○ Replace HVAC and Enhanced Purification	$951,315
○ Rental Assistance	$599,680
○ Police Vehicles	$492,314
○ Restroom Sinks, Soap, Towel Dispensers (Auto)	$469,950
○ Save-A-Lot Grocery	$450,000
○ Replace HVAC and Enhanced Purification	$277,200
○ Past Due Utility Bills (Cocoa Accounts)	$180,000
○ Community Services Council/Aging Matters	$100,000
○ Additional Parking Healthcare Center	$15,000
Total	**$4,559,154**

ARPA Eligible Uses of Funds

Category Two:

II. Respond to Workers Performing Essential Work during the Pandemic

None

ARPA Eligible Uses of Funds

Category Three:

II. Restoration of Government Services

○ Multiple Repairs to all City Parks	$5,328,600
○ Property Tax Shortfall	$665,031
○ Digitizing of all City Records	$40,000
○ Mowing Fund Replenishment	$25,000
Total	**$6,058,631**

ARPA Eligible Uses of Funds

Category Four:

II. Necessary Investments in Water, Sewer, Stormwater or Broadband Infrastructure

Riverfront Park Drain Field Improvements	$865,000
Cured in Place Pipe Lining	$800,000
Indian River Baffle Box	$330,000
Broadband	$290,571
Emma Jewel Modification and Drainage Improv.	$250,000
Complete City's Fiber Ring	$121,000
Floating Wetlands	$100,000
2 Solar Bee	$90,000
Bracco Pond Drainage Improvements	$75,000
20 Laptops and Charging Cart (JLS)	$30,000
Total	**$2,951,571**

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	21-339	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/3/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Recognition of Cocoa High School’s Top Scholar Alejandro Quintana. (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	21-357	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/6/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Certificates of Recognition for Emma Jewel Charter Academy's Odyssey of the Mind Team. (Deputy Mayor Goins)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Emma Jewel's Odyssey of the Mind Team Certificates.pdf				

Date	Ver.	Action By	Action	Result

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CERTIFICATE OF RECOGNITION

PRESENTED TO

Cali Karnetsky

In recognition of your outstanding contribution, hard work and dedication to propel Emma Jewel Charter Academy's Odyssey of the Mind Team onward to great success at the World Competition in June, 2021.

Presented this 25th day of May, 2021
by the Mayor and City Council of the City of Cocoa

_____

Michael C. Blake, Mayor

CERTIFICATE OF RECOGNITION

PRESENTED TO

Jazlyn Gamble

In recognition of your outstanding contribution, hard work and dedication to propel Emma Jewel Charter Academy's Odyssey of the Mind Team onward to great success at the World Competition in June, 2021.

Presented this 25th day of May, 2021
by the Mayor and City Council of the City of Cocoa

_____

Michael C. Blake, Mayor

CERTIFICATE OF RECOGNITION

PRESENTED TO

Maleah Cook

In recognition of your outstanding contribution, hard work and dedication to propel Emma Jewel Charter Academy's Odyssey of the Mind Team onward to great success at the World Competition in June, 2021.

Presented this 25th day of May, 2021
by the Mayor and City Council of the City of Cocoa

_____

Michael C. Blake, Mayor

CERTIFICATE OF RECOGNITION

PRESENTED TO

Makayla Hickson

In recognition of your outstanding contribution, hard work and dedication to propel Emma Jewel Charter Academy's Odyssey of the Mind Team onward to great success at the World Competition in June, 2021.

Presented this 25th day of May, 2021
by the Mayor and City Council of the City of Cocoa

_____

Michael C. Blake, Mayor

CERTIFICATE OF RECOGNITION

PRESENTED TO

Howard Streety

In recognition of your outstanding contribution, hard work and dedication to propel Emma Jewel Charter Academy's Odyssey of the Mind Team onward to great success at the World Competition in June, 2021.

Presented this 25th day of May, 2021
by the Mayor and City Council of the City of Cocoa

_____

Michael C. Blake, Mayor

CERTIFICATE OF RECOGNITION

PRESENTED TO

Milannette Marin

In recognition of your tireless dedication and coaching to inspire Emma Jewel Charter Academy's Odyssey of the Mind Team to achieve great success at the World Competition in June, 2021.

Presented this 25th day of May, 2021
by the Mayor and City Council of the City of Cocoa

_____

Michael C. Blake, Mayor

CERTIFICATE OF RECOGNITION

PRESENTED TO

Jamie Woods

In recognition of your tireless dedication and coaching to inspire Emma Jewel Charter Academy's Odyssey of the Mind Team to achieve great success at the World Competition in June, 2021.

Presented this 25th day of May, 2021
by the Mayor and City Council of the City of Cocoa

_____

Michael C. Blake, Mayor

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	21-390	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/17/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Proclamation: "Lady Tigers Athletics Day" and Recognition of Cocoa High School's Lady Tigers Sports Teams. (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lady Tigers Athletics 8 x 10 Proclamation Template.pdf				

Date	Ver.	Action By	Action	Result

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PROCLAMATION

WHEREAS, *the City of Cocoa recognizes the Lady Tigers Sports teams for all of their perseverance as they navigated through the Coronavirus Pandemic and demonstrated what true determination and grit each person possesses; and*

WHEREAS, *Cocoa High School's Varsity Track team won both the District and Regional Championships for the first time in over 100 years; and*

WHEREAS, *the Varsity Girls Golf team prevailed with a regular season ending with 6 wins and 2 losses in addition to winning the District Championship for the fourth time in the past 5 years; and*

WHEREAS, *the Cocoa Softball team played a successful season with a record of 15-9, going on to win the District Championship and challenging the top competition in the County; and*

WHEREAS, *the 2021 Cocoa Middle School Basketball team was undefeated, and are working on a 22-0 record with two back-to-back championships, and the Varsity Basketball team was a part of the 2020 Final and Four appearances, has won numerous championships, and has had 88 wins and 31 losses form 2016-2021; and*

WHEREAS, *there have been several supporters and contributors of the Cocoa High School and Middle School teams such as photographers and contributors Tom Brackin, Paul Grant, Priscilla Saad and James Folston who all volunteer their time and express their devotion and love for the students due to the high standard of excellence that is instilled in these young people year after year; and*

WHEREAS, *the deepest appreciation is extended to Danielle O'Reilly, Paul Grant, James Folston, Pam Brockmeyer, Mike Lawson, Dale Pierce, Dennis Seymour, Aisha Patrick, Terry Patrick & Darryl Moody for going above and beyond as Coaches, Assistant Coaches, and Team Trainers to lead their teams to victory year after year.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim May 25th 2021 as:*

"Lady Tigers Athletics Day"

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 25th day of May, 2021.*

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie E. Shealy, City Clerk

Legislation Details (With Text)

File #:	21-340	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	5/3/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve Bid No. B-21-13-COC with Hydra Services, Inc., DeBary, Florida, for the Replacement of Fourteen Lift Station Pumps, Project No. WS1141; To Authorize the City Manager to Execute the Contract. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SLA Contract Agreement No. 21-13_Hydra Services.pdf Section 100_7 & 100_8 (Pricing Proposal).pdf Signed - E-Verify Affidavit and Proof of Registration.pdf Signed - Notice of Intent to Award.pdf Master Bid Tabulation Sheet.pdf Bid Opening Sign In Sheet.pdf Hydra Services COI Exp 1-1-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	May 3, 2021
Agenda Date:	May 25, 2021
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

Approve Bid No. B-21-13-COC with Hydra Services, Inc., DeBary, Florida, for the Replacement of Fourteen Lift Station Pumps, Project No. WS1141; To Authorize the City Manager to Execute the Contract

BACKGROUND:

Project No. WS1141 was established to replace aging lift station pumps with newer more efficient pumps annually. In FY21, fourteen (14) pumps have been identified by the Sewer Field Operations staff as candidates for replacement due to age, number of cycles, etc.

Bids published on March 2, 2021, via VendorLink for the subject offering were opened on April 1, 2021, at 3:00 p.m. Purchasing sent out three hundred sixty-six (366) invitations and notifications to bid, and received two (2) responses from thirty-nine (39) plan holders. The apparent low bidder is

Hydra Services, Inc. of DeBary, Florida, with a bid in the amount of $63,960, plus $2,825 for shipping, for a total of $66,785.

Staff requests City Council approval of Bid B-21-13-COC and to authorize the City Manager to execute the contract in order to proceed with the systematic replacement of lift station pumps.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$66,785
Account Number:	421-4125-536.46-00, WS1141
Account Name:	Repairs and Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve Bid No. B-21-13-COC with Hydra Services, Inc., DeBary, Florida for Fourteen Replacement of Lift Station Pumps, Project No. WS1141; To Authorize the City Manager to Execute the Contract.

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-13-COC)

This Agreement made and entered into on the ____ day of _____by and between **Hydra Services Inc.**, authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **250 Springview Commerce Dr., Debary, Florida 32713**, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall provide as needed a range of submersible pumps readily available to provide continuity for wastewater collection and continuous sustainability of operations for the Cocoa Utilities – Water Field Operations Division in support of wastewater lift stations and water treatment plant(s).

Contractor (Hrdya Services Inc.) must comply with the following specifications:

a. Pumps shall be totally submersible non-clog centrifugal with a submersible close coupled motor designed to pump sewage, storm water, heavy sludge and other fibrous materials during normal operations;
b. Pumps will be manufactured by Hydromatic, ABS, or Flyght. All pumps will be equipped for three-phase power;
c. Pump volute, seal housing and motor housing will be cast iron. Pump impeller will be two-vane, one-piece cast-iron construction and non-overloading;
d. Pump shaft will be one piece 416 stainless steel, equipped with tandem seals with separate chambers for each seal. Seals will have tungsten carbide faces with 416 stainless steel hardware;
e. Seal chambers will be equipped with probes to detect water intrusion;
f. The pump discharge coupling will be flanged ductile iron. Minimum pump efficiency allowed shall be 75%;
g. Motors will be non-overloading at design operating point and shall not exceed the nameplate service factor rating at the minimum specified head;
h. Motors will be oil-filled with automatic reset over-temperature sensors embedded in the motor windings;
i. Power and control cable ends shall be epoxy sealed where they enter the motor;
j. Motor housing and cable housing shall be cast iron. Motors shall be capable of operating under full load in free air for a period of two (2) hours without damage or the need for external or internal water jackets or other cooling devices;
k. The top of each pump motor will be equipped with a lifting eye for attaching lifting cables, rated at three (3) times the weight of the motor and pump assembly.

Warranty requirements:

a. Hydra Services Inc. shall warranty the motor, pump(s) and seal to be free from defects for a period of one year from the date of end-user installation.
b. Hydra Services Inc. shall be responsible for material, shipping, travel, and labor for repairs during the warranty period.

Submersible Pump Technical Specifications:

CLIN	HP	VOLTAGE	MAX RPM	PUMP PERFORMANCE RATE & HEAD	PUMP DISCHARGE INCHES	SOLIDS CAPACITY INCHES	POWER CONTROL CORD FEET
1	5	123	1750	290 GPM @ 20' TDH	4	3	50
2	5	123	1750	290 GPM @ 20' TDH	4	3	50
3	10	230	1750	100 GPM @ 61' TDH	4	3	50
4	10	230	1750	100 GPM @ 61' TDH	4	3	50
5	10	230	1750	190 GPM @ 87' TDH	4	3	50
6	10	230	1750	190 GPM @ 87' TDH	4	3	50
7	15	230	1750	912 GPM @ 80.4' TDH	4	3	50
8	15	230	1750	912 GPM @ 80.4' TDH	4	3	50
9	15	230	1750	400 GPM 70' TDH	4	3	50
10	15	230	1750	400 GPM 70' TDH	4	3	50
11	15	230	1750	350 GPM @ 85' TDH	4	3	50
12	15	230	1750	350 GPM @ 85' TDH	4	3	50
13	25	230	1750	600 GPM @ 100' TDH	4	3	50
14	25	230	1750	600 GPM @ 100' TDH	4	3	50

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; the service requirements prepared by City of Cocoa, Utilities Department – Water Field Operations (WFO), dated February 25, 2021 ; Bid Documents (ITB# B-21-13-COC) issued by the City, dated February 25, 2021; Contractor's Bid Submittal, dated March 29, 2021 General Conditions, if any; Supplemental Terms and Conditions by the City. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and has investigated the nature, locality, and site of delivery under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders

   b. Agreement, Exhibits and Addenda

   c. Supplemental Terms and Conditions

   d. General Terms and Conditions

   e. Issued Bid Documents

   f. Contractor's Bid Proposal

   g. [OTHER] N/A

   Any inconsistency in services to be provided shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** – Whenever materials are specified or described in the scope of work or any exhibits by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the materials being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the delivery of products specified within a reasonable of 8 – 12 weeks upon receipt of approved purchase order.

b. The CONTRACTOR will be required to commence work upon receipt of Purchase Order. All provisions regarding quality of supply and delivery of aid products are essential to the performance of this Contract.

7. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the delivery of and any labor for repairs of submersible pumps under warranty delivered in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Annual Contract Price of **Sixty Three Thousand Nine Hundred Sixty Dollars ($63,960.00) with an hourly Field Service Technician Rate of Eighty Five Dollars ($85.00) per hour,** CONTRACTOR agrees to accept the Contract Price as full compensation for the agreed upon services, terms and conditions embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) Required products specified within the scope of work; (2) applicable law; (3) the terms and conditions of the Contract Documents, including, but not limited to the indemnification provisions of the Contract Documents.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of the required services and any conflicts relating to providing such.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of required services with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the City's Utilities - Water Field Operations sites.

(3) Payments will be made to the CONTRACTOR for actual services rendered on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

8. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

   a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary.

   In addition, CONTRACTOR may terminate this Agreement if OWNER fails to perform any material covenant or condition of this Agreement and does not cure such breach within seven (7) calendar days after written notice from the CONTRACTOR specifying breach.

   b. 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

   c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

   d. CONTRACTOR has committed any act of fraud upon the OWNER; or

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

   f. 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 OWNER may have under this Agreement.

   Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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.

9. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood;

windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

10. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

11. **INVOICING -**

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

12. **DESIGNATION OF PROJECT REPRESENTATIVE -** The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Water Field Operations Representative or an authorized representative is the OWNER's Project Manager during the entire period of required services. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of services rendered by CONTRACTOR and may conduct periodic reviews. The OWNER will not be responsible for the means of the services provided, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the services in accordance with the Contract Documents.

c. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

d. **Rejection and Stoppage of Services.** The OWNER shall have authority to reject services which in its opinion does not conform to the Contract Documents, and in this connection may stop the services or a portion thereof, when necessary.

e. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the services progress, based on CONTRACTOR's approved invoice and OWNER's inspections and observations of satisfactory services, and will issue certificates for payments in accordance with the terms of the Contract Documents.

13. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all services rendered under this contract, including the techniques, sequences, procedures and means, for the coordination of all delivery and any such repairs under warranty as required. CONTRACTOR shall supervise and direct the services and give it all attention necessary for such proper supervision and direction.

b. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and testing equipment, including any additional materials required for the required services necessary to meet the requirements in accordance with the Contract Documents.

c. **Guarantee.** The CONTRACTOR hereby guarantees the services to the full extent provided in the Specifications, General Conditions, Special Conditions, and other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all services delivered under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the services performed pursuant to this Agreement will be free from defects and that the services strictly conform with the requirements of the Contract Documents. Products or Services not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered unacceptable.

14. **ASSIGNMENT** - CONTRACTOR shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

b. If OWNER determines that any subcontractor is not performing in accordance with this Agreement, OWNER shall so notify CONTRACTOR who shall take immediate steps to remedy the situation.

c. If CONTRACTOR, prior to the commencement of any services, subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

15. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

16. **PROHIBITION AGAINST CONTINGENT FEES** - 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 other consideration contingent upon or resulting from the award or making of this Agreement.

17. **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 party.

18. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, 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 OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

19. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing any services on City property.

20. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

21. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as applicable and set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any services hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager

to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. 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 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.

d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

22. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

23. **GOVERNING LAW & VENUE** - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue

for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

24. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

25. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

26. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

27. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

28. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law fully governing sovereign immunity possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

29. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

30. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

31. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

32. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

HYDRA SERVICES INC.
Attn: Keaton Heller / General manager
250 Springview Commerce Drive., Debary, Florida 32713
P: 407-330-3456 / F: 407-330-3404 / E: jscott@hydraservice.net

For OWNER:

City of Cocoa
Attn: City Manager and Utilities - Water Field Operations Manager
65 Stone Street, Cocoa, FL 32922

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

34. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the OWNER; and

c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

35. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part

5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, HYDRA SERVICES INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Keaton Heller
Signature of Contractor's Authorized Official

Keaton Heller / General Manager
Name and Title of Contractor's Authorized Official

4/26/2021
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-13-COC)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

HYDRA SERVICES INC.

By: Keaton Heller
Print name/title: Keaton Heller / General Manager

Date: 4/26/2021

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 20___, by _____, the _____ of _____, who is personally known to me or who produced _____ as identification and who did take an oath.

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Section 100.7 Bid/Proposal Form Worksheet

Proposer acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bid/proposals. Final payment for all Unit Price Bid/Proposal items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

CLIN	HP	Voltage	MAX RPM	Pump Performance Rate & Head	Pump Discharge Inches	Solids Capacity Inches	Power Control Cord Feet	Quantity	Price Per Pump	Extended Price
1	5	230	1750	290 GPM@ 20' TDH	4	3	50	2	$2,400.00	$4,800.00
2	10	230	1750	100 GPM@61' TDH	4	3	50	2	$4,200.00	$8,400.00
3	10	230	1750	190 GPM@61' TDH	4	3	50	2	$4,375.00	$8,750.00
4	15	230	1750	912 GPM@ 80.4' TDH	4	3	50	2	$4,375.00	$8,750.00
5	15	230	1750	400 GPM@ 70' TDH	4	3	50	2	$4,375.00	$8,750.00
6	15	230	1750	350 GPM@ 85' TDH	4	3	50	2	$4,375.00	$8,750.00
7	25	230	1750	600 GPM @ 100' TDH	4	3	50	2	$7,880.00	$15,760.00

Table 2 Pricing Table Breakout

Estimated shipping: $2825.00 8-10 weeks
To: Central Warehouse at 351 Shearer Blvd. Cocoa, Florida 32922

Enter position or labor code and associated labor rate(s).

Position / Labor Code	Labor Rate (Per Hour)
Field Service Technician	$85.00 / hr

Table 3 Labor Rates

SEE NOTES 1-3 BELOW

Note 1: Bid prices shall remain firm through September 30, 2021.
Note 2: Supplier must provide technical data sheets, specifications or brochures for each pump specified.

Section 100.8 Exception to Bid Form

CONTRACTOR may provide an exception to the bid form found in Section 100.7, should an alternate service or product meet salient characteristics of that what is requested, which may be of greater value or benefit to the City.

If no exception is to be submitted with proposal, enter N/A.

Description of Product or Services	Unit of Issue	Unit Price	Extended Price
CLIN 4	Pump Performance Rate and Head.	$7,880.00	$15,760.00

Summary Total:	$15,760.00

Explanation of benefit or value: For the duty point of 912GPM @ 80.4FT TDH requires a 28HP Pump. A 15HP pump cannot meet those condtions.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Hydra Service (s) Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Hydra Service (s) Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Keaton Heller

Print Name: Keaton Heller

Date: 4/26/2021

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4/26/21 (date) by Keaton Heller (name of officer or agent, title of officer or agent) of Hydra Service, Inc. (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as ~~identification~~.

R. John

[Notary Seal] Notary Public

Ryne Johnson

Name typed, printed or stamped

My Commission Expires: 6/19/2021

RYNE JOHNSON
MY COMMISSION # GG116447
EXPIRES June 19, 2021

Company ID Number: 1638634

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Hydra Service (S), Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1638634

Approved by:

Employer Hydra Service (S), Inc	
Name (Please Type or Print) Josselyn Whisonant	Title
Signature Electronically Signed	Date 02/04/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/04/2021

Company ID Number: 1638634

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Hydra Service (S), Inc
Company Facility Address	250 Springview Commerce Drive Debary, FL 32713
Company Alternate Address	PO BOX 365 Warrior, AL 35180
County or Parish	VOLUSIA
Employer Identification Number	631209755
North American Industry Classification Systems Code	453
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 1638634

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1638634

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Liz Sherbert
Phone Number	(205) 647 - 5326
Fax Number	(205) 647 - 2736
Email Address	liz@hydraservice.net

Name	Josselyn Whisonant
Phone Number	(205) 647 - 5326
Fax Number	(205) 647 - 2736
Email Address	joss@hydraservice.net

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Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Utilities	Division: Water Field Operations
Bid / RFP / RFQ #: ITB# B-21-13-COC Submersible Pumps Wastewater Lift Stations	Project #
Awarded To: Hydra Services Inc.	Scope of Work or Services: Provide a variety of specified submersible pumps as needed in support of wastewater lift stations.
Address / City / State / Zip: 250 Springview Commerce Dr., Debary, FL 32713	Phone / Fax #'s: P: 407-330-3456 / F: 407-330-3404 (jscott@hydraservice.net)
Purchase / Contract Amount: $63,960.00 (Hourly Rate: $85.00 p/h)	Date of Award Notification: April 16, 2021
Title / Position (Print) Keaton Heller / General Manager	Signature Keaton Heller

Please complete the information required above.
Return the Notification of Intent to Award to Purchasing & Contracts Division when completed
Thank you for your cooperation

CITY OF COCOA
MASTER TABULATION SHEET

Submersible Pumps | Wastewater Lift Stattions

ITB B-21-13-COC

ITB Final Tabulation:

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

VENDOR	Base Bid Unit Price (Section 100.7)	Extended Price (Section 100.7)
Barney's Pumps Inc., P.O. Box 3529, Lakeland, FL 33802	CLIN1 Unit Price: $3,060.00	CLIN1: $6,120.00
	CLIN2 Unit Price: $5,560.00	CLIN2: $11,120.00
	CLIN3 Unit Price: $5,655.00	CLIN3: $11,310.00
	CLIN4 Unit Price: $5,655.00	CLIN4: $11,310.00
	CLIN5 Unit Price: $5,655.00	CLIN5: $11,310.00
	CLIN6 Unit Price: $5,655.00	CLIN6: $11,310.00
	CLIN7 Unit Price: $7,200.00	CLIN7: $14,400.00
		$ 76,880.00
Notes: None.		
Hydra Services Inc., 250 Springview Commerce Dr., Debary, FL 32713	CLIN1 Unit Price: $2,400.00	CLIN1: $4,800.00
	CLIN2 Unit Price: $4,200.00	CLIN2: $8,400.00
	CLIN3 Unit Price: $4,375.00	CLIN3: $8,750.00
	CLIN4 Unit Price: $4,375.00	CLIN4: $8,750.00
	CLIN5 Unit Price: $4,375.00	CLIN5: $8,750.00
	CLIN6 Unit Price: $4,375.00	CLIN6: $8,750.00
	CLIN7 Unit Price: $7,880.00	CLIN7: $15,760.00
		$ 63,960.00
Notes: Section 100.8 Exception to Bid Form; Vendor Provided Alternate Pricing for CLIN4: Pump Performance Rate and Head; Unit Price: $7,880.00; Extended Price: $15,760.00; Explanation: For the duty of 912GPM@80.4FT TDH requires a 28HP Pump. 1 15HP pump cannot meet those conditions.		
	$ -	$ -

BID OPENING - SIGN IN SHEET

BID NAME: Submersible Pumps | Wastewater Lift Stations

BID NUMBER: 21-13-COC **DATE/TIME: 4/1/2021 3:00PM**

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	Heath Hancher	321-433-8833	hhancher@cocoafl.org
CITY OF COCOA	Diane Kozlak	321-433-8844	dkozlak@cocoafl.org
CITY OF COCOA	Christine Savage	321-433-8775	csavage@cocoafl.org

No Vendor or Department Representative Present During Opening.

BID OPENING - SIGN IN SHEET

RFP NAME: Submersible Pumps | Wastewater Lift Stations

RFP NUMBER: 21-13-COC **DATE/TIME: 4/1/2021 3:00PM**

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2021

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

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

PRODUCER Cobbs, Allen & Hall, Inc. 115 Office Park Drive Birmingham AL 35223 License#: 79319	**CONTACT NAME:** Lisa Shearon **PHONE (A/C, No, Ext):** 205-414-8100 **FAX (A/C, No):** 205-414-8105 **E-MAIL ADDRESS:** Lshearon@cobbsallen.com
INSURED Hydra Service (S), Inc. 250 Springview Commerce Dr. Debary FL 32713 HYDRASERVI	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Alabama Self-Insured WC Fund / 5502 **INSURER B :** Midwest Emp Casualty Co / 23612 **INSURER C :** Travelers Casualty & Surety Co / 19038 **INSURER D :** Travelers P&C of America / 25674 **INSURER E :** Charter Oak Fire / 25615 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1813807960 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		Y6305P657162COF21	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		8104P9043032114G	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP4P9116072114	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC100-0388600-2021A PRAL129001 UB4P9104992114G	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Leased & Rented Equipment			Y6305P657162COF21	1/1/2021	1/1/2022	Limit Deductible	300,000 1,000

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

Certificate holder shall be additional insured as respects General Liability and Auto Liability as required by written contract.
30 day notice of cancellation applies per policy terms and conditions.

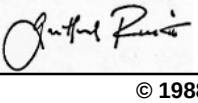
CERTIFICATE HOLDER

City of Cocoa
65 Stone St
Cocoa FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Legislation Details (With Text)

File #:	21-349	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	5/5/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve the Police Department to Apply for the FY2021 Bullet Proof Vest Grant. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY22 Bulletproof Vest Grant Internal Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 5, 2021
Agenda Date: May 25, 2021
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Evander Collier IV, Chief of Police
Requested Action:
Approve the Police Department to Apply for the FY2021 Bullet Proof Vest Grant.

BACKGROUND:

The Bureau of Justice Assistance (BJA) announced the Fiscal Year 2021 Patrick Leahy Bulletproof Vest Partnership (BVP) application funding period by stating that applications for FY 2021 BVP funds would be accepted beginning Thursday, April 29, 2021.

The Cocoa Police Department participates in this project by buying vests and by being reimbursed at a rate of fifty percent (50%) for the BJA for qualifying purchases. A qualifying purchase must meet the following requirements:

> Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers in place when the FY 2021 BVP applications are submitted.
>
> Each vest purchased with FY 2021 funds must meet the National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made.
>
> Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2021 BVP applications are submitted.
>
> The grant is a two-year cycle and is based on newly hired positions and replacement vests for

current officers.

The Department will need twenty-one vests at a cost of $1,210 per vest and be reimbursed for half of each vest or $605. The grand total amount applied for would equal $25,410 and we would be reimbursed for $12,705. The Department has tentatively budgeted the City's match amount for FY2022.

STRATEGIC PLAN CONNECTION:

Operational

BUDGETARY IMPACT:

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

There is no further budgetary impact for FY2021. The grant would not be awarded until FY2022. The Police Department would budget the appropriate funds for FY2022.

The Department requests through grant application and budget the appropriate estimated funds for FY2022 to complete the project (City match) as follows:

Amount Requested:	$12,705
Account number:	001-2100-521.52-22
Account name:	Law Enforcement/Bullet Proof Vest

Source of funds: Operating revenue
Project number will be assigned upon award.

PREVIOUS ACTION:

The Police Department has participated in the Bullet Proof Vest Grant for many years going back to at least 2008.

RECOMMENDED MOTION:

Approve the Police Department to Apply for the FY2021 Bullet Proof Vest Grant

INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Police	**DIVISION:** Police
POINT OF CONTACT: Susan Lambert	**PROJECT MANAGER:** Susan Lambert
NAME OF GRANT: Patrick Leahy Bulletproof Vest Partnership	
CFDA#/CFSA#: N/A	**FUNDING AGENCY:** Department of Justice
AMOUNT REQUESTED: $ 12,881	**GRANT DUE DATE:** 06/14/2021

PROJECT DESCRIPTION:

The Patrick Leahy Bulletproof Vest Partnership is a federal program run by the Department of Justice that reimburses half of the cost of acquiring bulletproof vests for eligible police departments. The vests are on a five year replacement schedule.
We are requesting funds for 21 vests this year at a cost of $1,171 per vest. Half of this amount will be reimbursed.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 12,881	**TARGET DATE TO COUNCIL:** 05/25/2021
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** As Requested

WHAT ARE THE REPORTING REQUIREMENTS?

Reports are required for each invoice that show the type of vest purchased, name of the officer assigned the vest and the serial number of each vest.

FUTURE REQUIREMENTS TO CONSIDER:

None

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	21-368	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/7/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2022, pending the final approval of the City of Cocoa Fiscal Year 2022 budget. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ANR MUNICIPAL SERVICES AGREEMENT 2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 7, 2021
Agenda Date: May 25, 2021
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Evander Collier IV, Chief of Police
Requested Action:
Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2022, pending the final approval of the City of Cocoa Fiscal Year 2022 budget.

BACKGROUND:

The Cocoa Police Department wishes to continue its partnership with Alliance for Neighborhood Restoration of Brevard to continue the initiative with the Cocoa Police Athletic League which focuses on at-risk youth. Alliance for Neighborhood Restoration of Brevard provides the Executive Director and staff to oversee the day to day operations of the programs that make up the Cocoa Police Athletic League. These programs include, but are not limited to, basketball, bowling, after school programs, and the Youth Development Council. City staff is seeking to continue supporting the operation of the Alliance for Neighborhood Restoration programs and to retain staff, who are responsible for running the programs for our at-risk youth. These programs and services provided to the community are essential to our crime prevention efforts, specially focused on at-risk youth. This contract is from October 1, 2021 through September 30, 2022 pending final approval of the Fiscal Year 2022 budget.

STRATEGIC PLAN CONNECTION:

This agenda item addresses the strategic issue of reducing Crime by providing programs for our at-risk youth. This partnership with Alliance for Neighborhood Restoration of Brevard advances that

goal.

BUDGETARY IMPACT:

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

Amount Requested	$61,764
Account Number	_001-2100-521.34-00
Account Name	_Contract Services

PREVIOUS ACTION:

The City Council has previously approved Municipal Service Agreements with the Alliance for Neighborhood Restoration of Brevard. Since 2003, the Diamond Square Community Redevelopment Agency has provided support to ANR; and following the expiration of the Project Safe Neighborhood grant in 2009, the City has supported ANR.

RECOMMENDED MOTION:

Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2022, pending the final approval of the City of Cocoa Fiscal Year 2022 budget.

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MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**") and the **ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.,** a Florida nonprofit corporation ("Service Provider").

RECITALS:

WHEREAS, the Service Provider is a not for profit Florida corporation, which is actively involved in assisting the City of Cocoa Police Department in implementing innovative programs and strategies that address the needs of the residents of the City of Cocoa; and

WHEREAS, Service Provider also desires to assist the City with the Cocoa Police Athletic League for the benefit of the children of Cocoa; and

WHEREAS, the services provided by Service Provider have been instrumental in assisting the Cocoa Police Department deter gang participation, substance abuse and criminal activities and have helped facilitate better relations between the Cocoa Police Department and neighborhood residents; and

WHEREAS, the Service Provider is a not for profit community service organization located within the City of Cocoa; and

WHEREAS, the City Council believes the programs and services to be provided through Service Provider will continue to benefit all residents of the City and desires to continue the established programs that are focused on assisting the City's at risk-youth; and

WHEREAS, the Service Provider has requested a contribution from the City to offset the costs associated with providing the programs and services necessary to meet the needs and desires of the residents of the City; and

WHEREAS, the parties agree that the funds provided herein are for the sole purpose of serving the paramount public purpose of deterring gang-related activities, substance abuse, and other criminal activities within the City of Cocoa and to eliminate and reduce other negative factors that adversely affect the quality of life including, but not limited to, slum and blight; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the funds provided by the City to the Service Provider ultimately serve the aforesaid paramount public purpose; and

WHEREAS, the parties agree that the services provided by the Service Provider hereunder are for the benefit of the public health, safety, welfare, convenience and morals of the citizens of the City of Cocoa.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2.0 **Definitions.** For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

(a) "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein using the funds provided in paragraph 4.0.

(b) "City" is the City of Cocoa, Florida, a Florida Municipal Corporation.

(c) "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, whichever is later, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

(d) "Funds" shall mean the monies paid by the City to the Service Provider in accordance with paragraph 4.0 of this Agreement.

(e) "Public-Record" is as described in Section 119.011(1), Florida Statutes.

(f) "Service Provider" is the Alliance for Neighborhood Restoration of Brevard, Inc., a Florida non-profit corporation.

(g) "Work" or "Municipal Services" shall be used interchangeably and shall refer to the performance of the services outlined in paragraph 5.0 of this Agreement.

(h) "Wrongfully Expended Funds" is defined in paragraph 15.0 of this Agreement.

3.0 **Engagement: Term of Agreement.** The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services outlined in paragraph 5.0 of this Agreement and under the terms and conditions herein. The Term of this Agreement shall commence on October 1, 2021 and shall end on September 30, 2022.

4.0 **Payment of Funds.** The City agrees to pay the Service Provider a maximum of sixty-one Thousand, Seven-Hundred and Sixty-Four and 00/100 Dollars ($61,764.00) annually during the term of this Agreement. Payment shall be made in maximum, monthly installments of Five Thousand, One-Hundred Forty-Seven and 00/100 Dollars ($5,147.00) depending on the Service Provider's performance under this Agreement and depending on the Service Provider's financial needs which are necessary to perform the services provided hereunder. The City shall be sole judge, in good faith, of Service Provider's performance and financial needs required under this Agreement and any payment made by the City under this Agreement shall be at the City's sole discretion. Funding shall be determined based

on the monthly reports prepared and provided by the Service Provider pursuant to paragraph 7.0 of this Agreement. Notwithstanding the City's commitment to the Service Provider hereunder, the source of such monies will lawfully be made from fund budgeted and appropriated for such purpose during the City's current fiscal year. Should the City fail to budget, appropriate or otherwise make available funds to fulfill its obligation under this Agreement, this Agreement shall be deemed terminated at the end of the then current term. The City agrees to provide the Service Provider with notice of non-appropriation at its earliest opportunity.

Unless otherwise specifically agreed in writing by the City, there shall be no other funds paid to the Service Provider for the performance of the work under this Agreement.

5.0 **Municipal Services.** In consideration of the Funds provided hereunder, the Service Provider agrees to perform the following municipal services;

5.1 Organize and coordinate anti-gang, gun reduction activities including community outreach.

5.2 Continue to use the community resource trailer stand in cooperation and collaboration with the Cocoa Police Department to facilitate community relations and engagement with the citizens of the City of Cocoa.

5.3 Use the PAL Center as a drug-free area for educational, cultural and anti-gang, anti-drug activities where role playing, small group sessions, lectures, meetings and seminars on drug abuse may be held.

5.4 In partnership with the City of Cocoa and the Cocoa Police Department, host a Drug-Free Youth Summit and plan and coordinate a National Night Out.

5.5 Lead the Cocoa Police Athletic League in partnership with the City of Cocoa through the following events: Youth Directors Council, Basketball, Character Education, and other similar Pal-related activities.

5.6 Research, identify and secure additional outside funding sources for the purposes of sustaining and continuing the Municipal Services in the City of Cocoa.

5.7 Upon mutual agreement in writing, any other related services consistent with the municipal purpose stated hereunder.

6.0 **Professionalism and Standard of Care.** The Service Provider shall perform and carry out in a professional manner, all Municipal Services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the Municipal Services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service provider.

7.0 **Submittal of Progress Reports.** On a monthly basis, the Service Provider shall submit to the City a written progress report as to the status of all Municipal Services set forth in this Agreement, the success of the project, the monthly financial needs of the Service Provider, and the steps the Service

Provider has taken to research, identify and secure additional outside funding sources. The report shall in a sufficient manner demonstrate the need for monthly funds under this Agreement and shall demonstrate that any funds expended were used to provide Municipal Services to the residents of Cocoa. If the detail is not sufficient in the City Manager's reasonable discretion to permit the City to determine the Municipal Services performed or the manner in which it is being performed, the City may seek more detail from the Service Provider.

8.0 **Warranty of Professional Services.** The Service Provider (for itself and any of its employees, Service Providers, partners, and agents used to perform the Municipal Services) hereby warrants unto the City that all of its employees (and those of any of its Service Providers, partners, and agents used to perform the Municipal Services) have sufficient experience to properly complete the Municipal Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Municipal Services, the Service Provider shall supervise and direct the Municipal Services, using its best skill and attention and shall enforce strict discipline and good order among its employees. The Service Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority hearing on the performance of the Municipal Services.

9.0 **Work is a Private Undertaking.** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Service Provider is such that the Service Provider is an independent Service Provider and not an agent of the City. The Service Provider, its Service Providers, partners, agents, and their employees are independent Service Providers and not employees of the City. Nothing in this Agreement shall be interpreted to establish a relationship other than that of an independent Service Provider, between the City, on one hand, and the Service Provider, its Service Providers, partners, employees, or agents, during or after the performance of the Work under this Agreement.

10.0 **Compliance Monitoring.** Service Provider agrees that City control and monitoring of the Funds being provided hereunder is necessary to insure that the Service Provider is expending said Funds in furtherance of the public purposes declared by the City under this Agreement.

11.0 **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Service Provider agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Service Provider related to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Service Provider; provided, to the extent allowed by law, that the foregoing shall not include records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s) which relate to Service Provider's business generally and do not specifically relate to the services provided to the City under this Agreement. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films,

photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Service Provider are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, all public records in possession of the Service Provider, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Service Provider shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City; provided that nothing in this section shall require Service Provider to grant direct access (i.e., password protected access) to its proprietary computer systems to the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Service Provider of the request and the Service Provider shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require Service Provider to grant direct access (i.e. password protected access) to its proprietary computer systems. If the Service Provider does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Service Provider acknowledges that if the Service Provider does not provide the public records to the City within a reasonable time, Service Provider may be subject to penalties under Section 119.10, Florida Statutes. Service Provider acknowledges that if a civil action is filed against Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Service Provider, be open and freely exhibited to the City for the purpose of examination, audit,

or otherwise. Failure by Service Provider to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Service Provider fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

12.0 **Audit and Inspections.** All the Service Provider's records with respect to any matters covered by this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Service Provider within thirty (30) days after receipt by the Service Provider. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement and may result, at the sole discretion of the City, in the withholding of future Funds or the immediate return to the City the Funds provided by this Agreement.

13.0 **Civil Rights.** The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

14.0 **Nondiscrimination.** The Service Provider will not discriminate against any employee, applicant for employment, clients, or service beneficiaries because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to providing Municipal Services under this Agreement. The Service Provider will take affirmative action to insure that all employment practices and assistance to clients are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Service provided setting forth the provisions of this nondiscrimination clause.

15.0 **Representation and Warranties.** Service Provider represents and warrants that it shall use all Funds received from the City under this Agreement for the sole purpose of performing the Municipal Services provided in paragraph 5.0 herein. In the event the Service Provider fails to expend such Funds for said purpose (Wrongfully Expended Funds), the Service Provider shall fully reimburse the City the Wrongfully Expended plus interest calculated at maximum rate allowable under Florida Law per annum.

If the City must take any legal action to collect any Wrongfully Expended Funds, the Service Provider shall be liable for all costs incurred by the City to collect such Funds, including, but not limited to, reasonable attorney's fees, filing fees and other costs.

16.0 **Severability.** Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

17.0 **Choice of Law: Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such State shall govern the validity and interpretation of this Agreement and the performance due hereunder.

The parties agree that venue shall be exclusively in Brevard County, Florida, for all State Court Actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all Federal Court actions or disputes which arise out of or are based upon this Agreement.

18.0 **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

19.0 **Attorney's Fees.** Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

20.0 **Headings.** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

21.0 **Waiver.** Any waiver by City of any breach or violation of the Service Provider's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

22.0 **Corporate Representations.** Service Provider makes the following representations to the City:

22.1 Service Provider is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

22.2 The undersigned signatory for the Service Provider has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by

the Service Provider has been duly authorized by the Board of Directors and/or the President of the Service Provider. In support of said representation, the Service Provider agrees to provide a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

23.0 **No Joint Venture.** No provision contained herein shall be construed as creating a joint venture between the parties.

24.0 **City's Right of Inspection.** The City is hereby granted the right of entry onto the Service Provider's property used to perform the Municipal Services for purposes of determining the Service Provider's compliance with this Agreement. The Service Provider hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

25.0 **Notices.** Communications and details concerning this Agreement shall be directed to the following contact representatives:

ATTN: City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8680

ATTN: Delores McLaughlin
P.O. Box 727
Cocoa, Florida 32922
(321) 504-9595

Anthony A. Garganese, City Attorney
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, Florida 32802-2873
(407) 425-9566

The foregoing addresses and representatives may be amended by any party at any time during the term of this Agreement by providing the other party written notice of said amendment.

26.0 **Time of Performance/Term.** Time is of the essence under this Agreement. Municipal Services provided by the Service Provider shall begin immediately upon execution of this Agreement. If the Service Provider has failed to expend all the Funds appropriated within the Term of this Agreement, the City, at its sole discretion, may require the Service Provider to immediately return to the City any and all Funds not properly expended or extend the term of this Agreement to allow the Service Provider additional time to properly expend the Funds pursuant to this Agreement.

Paragraphs 5.0, 11.0, 12.0, 26.0, 28.0, and 33.0 shall survive the termination of this Agreement.

27.0 **Termination.** Either party may terminate this Agreement for convenience with at least three (3) days written notice to the other party. If this Agreement is terminated for convenience, the Funds provided under Paragraph 4.0 shall be considered earned up to the date of termination on a pro-rated basis. The Service Provider shall return the pro-rated remaining Funds to the City within seven (7) days of termination of this Agreement. In addition, the City may terminate this Agreement for cause if the Service Provider materially fails to comply with any term of this Agreement or discontinues (in the sole opinion of the City) providing the Municipal Services while Funds have not been completely and properly expended or through the non-appropriation of funds. In such case, where the Agreement is to be terminated for cause (other than non-appropriation of funds), the City shall provide the Service Provider with at least thirty (30) days written notice to cure the default prior to termination. If the default has not been cured to the satisfaction of the City, within the thirty (30) days, termination shall be effective on the thirty-first (31st) day, without further action of the City. If the City terminates this Agreement for cause, it can elect any remedy provided by law, including, but not limited to, immediately requiring repayment of any and all of the Funds provided in Paragraph 4.0 herein. In addition, the City may declare the Service Provider ineligible for any further participation in any future Fund which are provided by the City for Municipal Services or other similar funds or grants provided by the City.

28.0 **Indemnification and Hold Harmless.** For all Municipal Services And Work performed pursuant to this Agreement, the Service Provider agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, international or otherwise, arising out of or resulting from the Service Provider's and its employees, partners, Service Providers, and agents performance of the Municipal Services and Work being performed under this Agreement; (b) the Service Provider's, and its employees, partners, Service Providers, and agents failure to comply with the provisions of any federal, state or local laws, ordinance, or regulations applicable to the Service Provider's and its employees, partners, Service Providers, and agents performance under this Agreement; (c) any fraud and misrepresentation conducted by the Service Provider and its employees, partners, Service Providers, and agents in obtaining the Funds provided under this Agreement; (d) the Service Provider's and its employees, partners, Service Providers, and agents failure to properly expend the Funds pursuant to this Agreement

The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the City, 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 which may result from the Municipal Services and Work performed under this Agreement whether the Municipal Services and Work are performed by the Service Providers, its employees, Service Providers, partners, and agents or anyone directly or indirectly employed by the Service Provider. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

29.0 **Assignment.** This Agreement shall not be assigned by the Service Provider.

30.0 **Bankruptcy.** The Service Provider hereby warrants and guarantees unto the City that it has not filed for bankruptcy or is subject to appointment of a receiver as of the Effective Date hereof. If the Service Provider has filed or files for bankruptcy, should be adjudged bankrupt, is subject to appointment of a receiver, or makes a general assignment for the benefit or creditors, the City, upon not less than three (3) days written notice to the Service Providers, without prejudice to other remedies or rights that the City may have, may terminate this Agreement and require immediate repayment of Funds not expended by the Service Provider pursuant to this Agreement or Wrongfully Expended Funds.

31.0 **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional funds for Municipal Services in the future, other than as specifically provided herein.

32.0 **Insurance Requirements.** During the Term of this Agreement, the Service Provider shall maintain, at its own expense, the following insurance coverage:

32.1 *Worker's compensation insurance* in accordance with the applicable provisions of Florida law.

32.2 *Professional liability insurance* for all corporate officers and directors of the Service Provider with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

32.3 *Commercial general liability insurance* with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

32.4 *Automobile liability insurance* in an amount not less than $250,000 for injuries to any one (1) person, $250,000 on account of any one (1) accident, and in an amount of not less than $250,000 for property damage.

Service Provider shall provide a copy of all insurance certificates to the City prior to receiving the payment of Funds from the City. Should the Service Provider fail to provide the insurance certificates or fails to obtain coverage in the aforementioned amounts, the City shall have the right to suspend the payment of the Funds until such time as the Service Provider complies with the requirements of this Paragraph 32.0 or terminate this Agreement if the Service Provider unreasonable delays compliance.

33.0 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 for more than two hundred thousand dollars ($200,000), 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 three hundred thousand dollars ($300,000). This paragraph shall survive termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

WITNESS:

Print Name: _____

ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.

By:_____

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk, MMC

CITY OF COCOA:

_____
By: Michael Blake, Mayor

Date: _____

Legislation Details (With Text)

File #:	21-372	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/10/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from TSC Jacobs, Inc. of Lutz, Florida, to Replace the Equalization Pumps at the Sellers Water Reclamation Facility. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution - Sole Source - TSC Jacobs, Inc..doc ECP_TSC-Jacobs_$88,965.00_UT-Sellers.pdf Trillium Pumps USA Sole Source Cocoa.pdf Cocoa FL Self Priming Pumps Wemco proposal (283225 4-23-21).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2021
Agenda Date: May 25, 2021
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from TSC Jacobs, Inc. of Lutz, Florida, to Replace the Equalization Pumps at the Sellers Water Reclamation Facility

BACKGROUND:

In 2014 three (3) equalization pumps were purchased and installed during the original Biological Nutrient Removal Project (WS1222) at the Sellers Water Reclamation Facility.

In 2016 portions of the work that was performed during the original project were discovered to be defective. Due to the defects the original pumps have not been able to be operated and will need to be replaced.

Staff, with the assistance of the City Attorney and special legal counsel, is currently pursuing legal action against the original contractor, Brandes Design Build. Due to the ongoing litigation, Staff is requesting that the pumps be purchased as a sole source. This agenda item is to purchase the pumps only; installation of the pumps will be performed by a separate contractor. Staff will come back to Council to request award of that work later.

Staff recommends the approval of a sole source purchase with TSC Jacobs, Inc. in an amount not to exceed $88,965.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$88,965
Account Number	424-4120-536.63-00, WS1222
Account Name	Infrastructure
Source of Funds	Operating Revenue

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from TSC Jacobs, Inc. of Lutz, Florida, to Replace the Equalization Pumps at the Sellers Water Reclamation Facility.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=9420808&GUID=98D03FE5-31EB-4103-B581-2E75A8F8A145* is a secure document that has been embedded in this document. Double click the pushpin to view.



April 30, 2021

Cocoa, Florida

Subject: Sole Source Letter – TSC Jacobs North, Inc.

To Whom It May Concern:

Thank you for your inquiry regarding WEMCO pumps and equipment.

Trillium Pumps USA, Inc. (formerly Weir Specialty Pumps), in Salt Lake City, Utah is the only manufacturer and sole source for WEMCO TORQUE-FLOW recessed impeller pumps, WEMCO HYDROGRITTER grit separation systems, WEMCO Screw Centrifugal pumps and Prerostal PreRotation systems, WSP CHOP FLOW chopper pumps, WSP Self-Primer Pumps, WSP Non-Clog pumps, and parts and accessories for all above listed WEMCO equipment. Our Federal Tax ID is: 77-0298303.

TSC Jacobs North, Inc. is the sole appointed, exclusive Representative for the WEMCO Products as listed herein for Northern Florida for the Municipal market segment which includes The City of Cocoa.

For assistance and complete information on all WEMCO pumps, equipment, and parts, they can be contacted at:

TSC-Jacobs North
24156 SR 54, Suite 3
Lutz, FL 33559
Tel: 813-242-2660

Thank you again for the opportunity to serve you.

Sincerely,

Michael S. Howard
Regional Sales Manager | Municipal

Trillium Pumps USA SLC LLC
440 West 800 South
Salt Lake City, Utah 84101
USA

www.trilliumflow.com

O: +1.801-359-8731
F: +1.801-355-9303

Proposal

April 23, 2021

SUBJECT: EQUALIZATION PUMPING EQUIPMENT
JOB: Cocoa, FL Jerry Sellers WRF
PROPOSAL NO. 283225

Thank you for your inquiry for WEMCO equipment. We are pleased to offer our quotation as described below:

Equalization Pump Replacements: SN 13DP02493-01-02-03

Qty. (3) 10" X 10" MODEL WSP10A60-B pumps complete with:

- Standard ductile iron construction
- Cast 1020 steel impeller
- Ductile iron bearing frame with single mechanical seal Type 2
- 20 HP 324T 900 RPM premium efficient severe duty TEFC horizontal motor, inverter duty EXP Class 1 Division 2 Group D
- Direct drive standard steel baseplate with fiberglass/polyethylene guards
- WSP standard coupling

Conditions of Service: 2,082 GPM against 20' TDH.

Spare Parts

- (1) Set of mechanical seals
- (1) Set of pump bearings
- (1) Set of wear-plates

Please refer to the enclosed Technical Offer 283255 Item 001 for further details.

Following items are included in the scope:

- 300 Series stainless steel fasteners

Following items are NOT included in the scope:

- Pressure gauges, pressure switches, special tools, flush plans/systems, or anchor bolts.
- Controls of any kind, including VFDs, Starters, or panels.
- Lubricants
- Factory testing

Technical Comments:

- Proposed pumps are direct replacements for the existing pumps.

Documentation and Shipment Schedule:

Document submittal:……2-3 weeks after receipt of order
Shipment:…… .14-16 weeks after executed PO and submittal approval

Trillium Pumps USA INC
440 West 800 South
Salt Lake City, Utah 84101
USA

www.trilliumflow.com

O: +1.801-359-8731
F: +1.801-355-9303

Terms and Conditions

Bid Price:

Pricing is F.O.B. jobsite, Full Freight Allowed. Detailed receiving inspection is required within 72 hours of delivery and notification of damage claims must occur within 5 working days of delivery. No taxes or duties of any kind are included.

$88,965.00

Pricing is firm for the shipment(s) indicated, provided the included schedules are maintained.

Payment Terms:

100% Net 30 days. Payment terms in this proposal may not be changed without written authorization from WEMCO. Unauthorized retention of payments by Purchaser for any reason shall be subject to a service charge of 2% per month. **Purchase orders must be made out to Trillium Pumps USA, Inc.**

Bid Validity:

This proposal is valid for an order for 180 days from the bid date and based on all conditions herein.

Terms & Conditions: This quotation is conditioned on Buyer's acceptance of the Seller's Terms Conditions of Sale (attached hereto as TFT-20, Rev 09.2020). Any modification to these terms and conditions may result in a price and/or delivery impact.

Thank you for the opportunity of submitting our proposal on WEMCO pumping equipment, and if we may be of further service, please contact our representative in your area:

TSC Jacobs North
24156 SR54, Suite 3
Lutz, FL 33559
Tel: (813) 242-2660, Fax: (813) 242-2597

Or you can contact this office directly.

Sincerely,

Robert Haws
Applications Engineer II
Trillium Pumps USA INC
440 West 800 South (84101)
PO Box 209 SLC Utah 84110-0209
T: 801-530-7861
E: robert.haws@trilliumflow.com

Customer Technical Offer

Customer	TSC-JACOBS NORTH, INC.	Size / Stages	WSP10A / 1
Item number	001	Pump speed	760 rpm
Customer reference		Quote number	283225

Pump

Qty	Description
3	*WSP10A60-B*
	General Pump Options
	Pump Options
	Standard Ductile Iron Construction
	Standard Pump Configuration
	ANSI 125# Flanged Connections (No Spool)
	Please consult factory to determine the correct values for the reprime lifts of the pump.
	Pump Sealing
	Pump sealing
	Seal Type: Single Mechanical Seal
	Single Mechanical Seal Type 2
	Driver
	Motors
	Trillium Supplied Motor: Trillium Supplied Motor
	20HP 324T 900RPM Premium Efficiency TEFC Horizontal Motor
	All motors are sized and selected in accordance with Hydraulic Institute Grade 2 - 2B performance test acceptance grades and tolerances which adds 8% to the rated horsepower requirement of the pump. This calculation has not changed the rated horsepower or efficiency shown on the Performance Data Sheet. View the link for more information from Hydraulic Institute.
	Motor manufacturer - Trillium Standard
	Motor options
	Inverter-Rated per NEMA MG 1 Part 31.4.4.2.
	EXP Name Plate Class 1 Div 2 Group D *
	Baseplate and Drive
	Direct Drive Baseplate
	Steel Baseplate
	Trillium Standard Baseplate Design
	Stainless Steel Baseplate Hardware
	Fiberglass/Polyethylene Guards
	Coupling - WSP Standard
	Protective Coatings
	Paint type
	Enamel 2 Coat Paint - Blue (Epoxy Prime and Enamel Top Coat)
	Unless otherwise noted all motors will be supplied with manufacturer's standard coating only
	Packing & Shipping
	Shipping
	Trillium Decision Carrier
	Freight Rates
	Freight Rates - Florida: Florida
	Testing
	Testing
	Testing Required
	Performance Testing
	Certified Test to single customer supplied condition point
	Spare Parts / Accessories
	Spare Parts and Accessories Group
	Spare Parts: (1) Set of Seals, (1) Set of Bearings, (1) Set of Wear Plates.

Pump

Qty	Description
	Estimated Weights
	Bareshaft Pump: 1,570.0 lb
	Baseplate: 500.0 lb
	Driver: 530.0 lb
	Misc. Weight: 0.00 lb
	Misc. Weight: 0.00 lb
	Misc. Weight: 0.00 lb
	Total Per Unit Weight: 2,600.0 lb

Pump Performance Datasheet

Customer	: TSC-JACOBS NORTH, INC.	Quote number	: 283225
Customer reference	:	Size	: WSP10A60-B
Item number	: 001	Stages	: 1
Service	: Equalization Pumps	Based on curve number	: WSP10A
Quantity	: 3	Date last saved	: 23 Apr 2021 3:07 PM

Operating Conditions

Flow, rated	: 2,082 USgpm
Differential head / pressure, rated (requested)	: 20.0 ft
Differential head / pressure, rated (actual)	: 19.9 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 760 rpm
Speed, maximum	: 1450 rpm
Speed, minimum	: 650 rpm
Efficiency	: 66.60 %
NPSH required / margin required	: 8.86 / 0.00 ft
Submergence, minimum required	: 63.69 in
Ns (imp. eye flow) / Nss (imp. eye flow)	: 3,342 / 6,801 US Units
MCSF	: 311 USgpm
Head maximum, rated speed	: 42.7 ft
Head rise to shutoff	: 113.05 %
Flow, best eff. point	: 1,597 USgpm
Flow ratio, rated / BEP	: 130.34 %
Speed ratio (rated / max)	: 52.41 %
Head ratio (rated speed / max speed)	: 17.12 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: User defined
Additional liquid description	:
Solids diameter, max	: 0.00 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.00 psi.a

Material

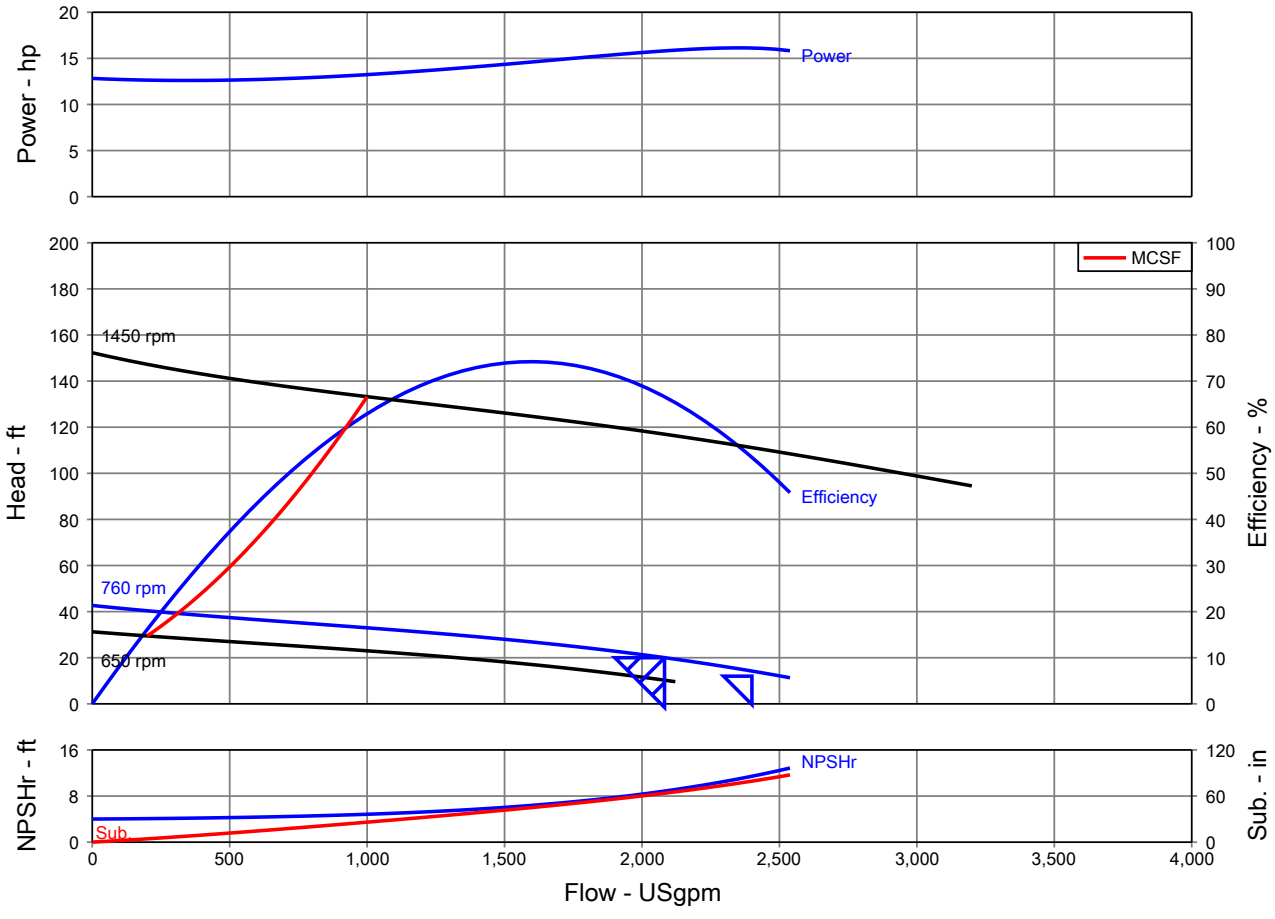
Material selected	: Standard

Pressure Data

Maximum working pressure	: 18.47 psi.g
Maximum allowable working pressure	: 120.0 psi.g
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: N/A

Driver & Power Data (@Max density)

Driver sizing specification	: Rated power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 10.53 hp
Power, rated	: 15.81 hp
Power, maximum, rated diameter	: 16.14 hp
Minimum recommended motor rating	: 20.00 hp / 14.91 kW



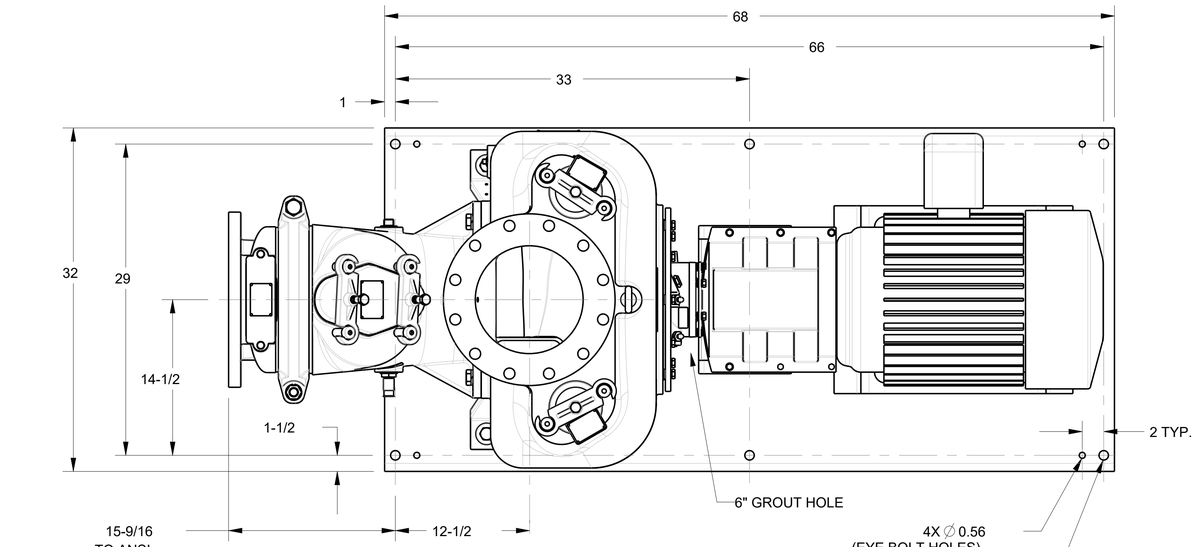
THIRD-ANGLE PROJECTION

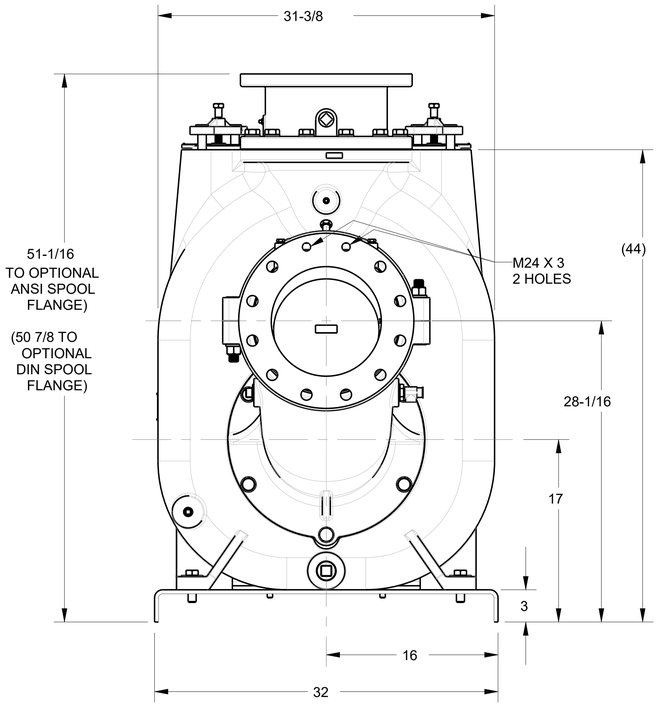
NOTES:

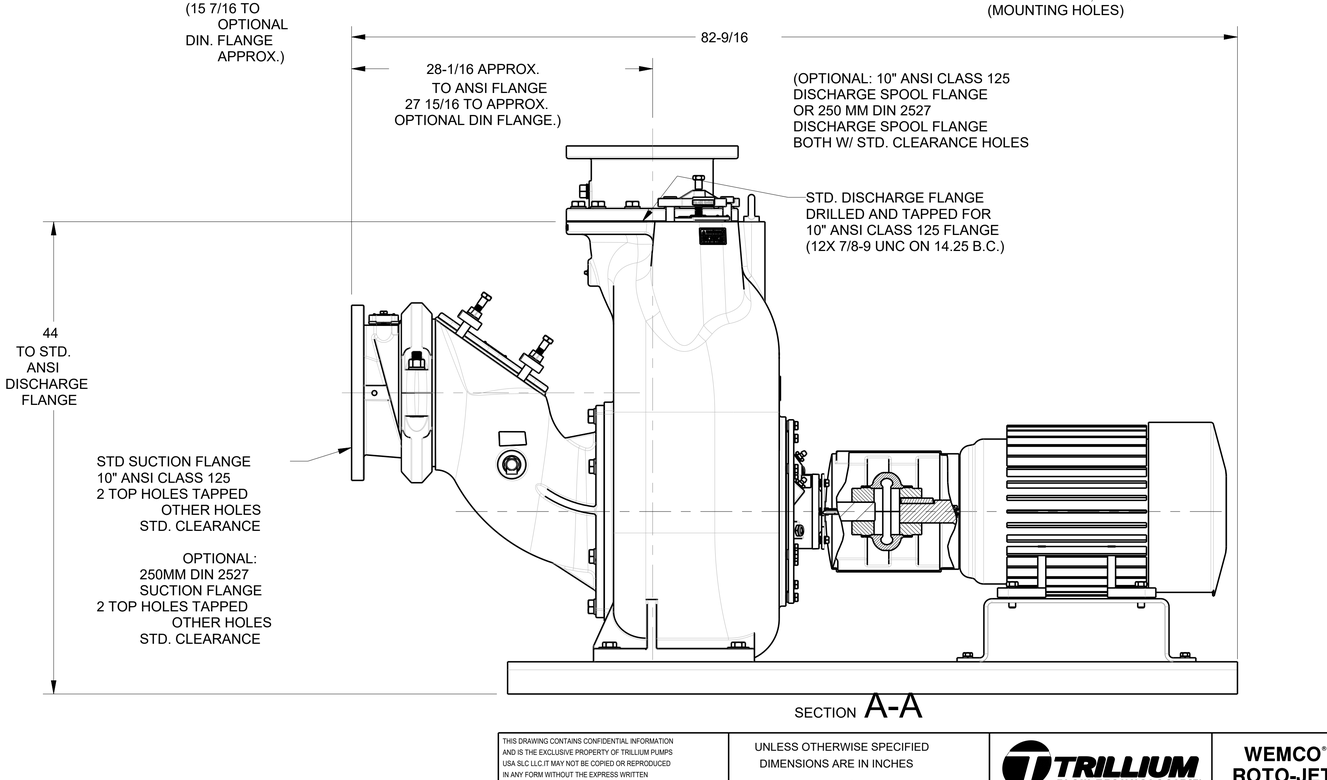
1. DIMENSIONS ARE NOT FOR INSTALLATION PURPOSES UNLESS CERTIFIED.

2. PUMP SIZE, MODEL AND SERIAL NUMBER MUST BE SPECIFIED WHEN ORDERING SPARE PARTS.

3. CLOCKWISE ROTATION WHEN VIEWED FROM SHAFT END. CCW IS NOT AVAILABLE.







SECTION A-A

THIS DRAWING CONTAINS CONFIDENTIAL INFORMATION AND IS THE EXCLUSIVE PROPERTY OF TRILLIUM PUMPS USA SLC LLC.IT MAY NOT BE COPIED OR REPRODUCED IN ANY FORM WITHOUT THE EXPRESS WRITTEN AUTHORITY OF TRILLIUM PUMPS USA SLC LLC.

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BREAK ALL SHARP CORNERS AND EDGES

UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES

MACHINED SURFACES 125

TOLERANCES	
.X	± .06
.XX	± .02
.XXX	± .010
FRACTIONAL	± 1/16
ANGULAR	± 0° -30'

TRILLIUM FLOW TECHNOLOGIES™

WEMCO® ROTO-JET®

GENERAL ARRANGEMENT
10" SELF PRIMING PUMP
DIRECT CONNECT; 324-326T MTR. FRM
WSP PUMPS

REVISIONS	NO.	BY	DATE	CHK'D	LCL ECN	INT'L ECN	DESCRIPTION
	0	JWN	05/08	JGS	57540		NEW DRAWING

REVISIONS	NO.	BY	DATE	CHK'D	LCL ECN	INT'L ECN	DESCRIPTION

REFERENCE	DWG. NO.	DESCRIPTION
CODE NO. /	CHG 05/16/08	

DRAWN BY	JWN	DATE	05/19/08
CHECKED	eng	DATE	05/19/08
APPROVED	eng	DATE	05/19/08

CAD NO. 703302-1 | SHEET 1 OF 3 | PART NO. 703302-1

SCALE 3/20 | SIZE D | DWG NO. 703302 | REVISION 0

DRAWING NO. 703302

Trillium Pumps USA, Inc. ("Seller")
TERMS AND CONDITIONS OF SALE

1. SCOPE. These Terms and Conditions of Sale (these "Terms") apply to the sale of goods and ancillary services (collectively, "Goods") by Seller to its customer (the "Buyer"). These Terms are the only terms and conditions, oral or written, applying to the sale of Goods to Buyer except for additional terms consistent with these Terms regarding prices, quantities, and the description of the Goods as set forth in an order form accepted by Seller ("Order"). Seller expressly rejects any additions to or modifications of these Terms, or terms and conditions in Buyer's purchase Order(s). Buyer's assent to these Terms is conclusively established by Buyer's: (i) issuance or placement of a purchase Order or (ii) acceptance of any of the Goods covered by these Terms. Seller and Buyer may be referred to herein collectively as the "Parties" and individually as a "Party."

2. PRICE. Unless expressly provided otherwise in Seller's quotation, transportation charges, customs duties, insurance charges, packaging costs, consular fees, and any other similar charges are not included in the quotation or the sales price. Unless expressly provided otherwise in Seller's quotation, Buyer shall be responsible for all taxes (other than taxes based on the income of Seller), charges and assessments levied or imposed by any foreign governmental entity, or by any local, state, or federal governmental entity of the United States on the sale of the Goods. In the event Seller is required to pay any such tax, charge, or assessment, Buyer agrees to promptly reimburse Seller for said amount.

3. PAYMENT. Subject to credit approval, Buyer shall pay for the Goods in U.S. dollars thirty (30) days net from date of invoice. If, in Seller's sole judgment, the financial condition of Buyer at any time does not justify an extension of credit, Seller may require full or partial payment in advance of production or delivery. If requested by Seller, Buyer shall obtain a bond or irrevocable Letter of Credit to provide guarantees of payment to the Seller. If Buyer fails to timely pay its account when due, Seller and its parent, subsidiary, and affiliated companies, may set off against Buyer's, and its parent's, subsidiaries', and affiliated companies' account balance(s) declare all payments for completed Goods immediately due and payable, stop all performance with respect to the Goods until payments are brought current, and/or require advance payment for future shipments under the applicable Order, hold further Orders, charge late payment fees and interest on past due amounts, perfect its interest in the Goods and/or Buyer's property by filing the appropriate liens or other documents, and/or foreclose any and all applicable liens in an effort to secure payment from Buyer. All past due amounts shall bear interest at the lesser of 18% per annum (1.5% per month) or the maximum rate allowed by law from the date due until paid. The rights and remedies herein reserved to Seller shall be cumulative and in addition to all other rights and remedies available to Seller under applicable law.

4. DELIVERY. Unless expressly provided otherwise in Seller's quotation, the delivery, pricing, and terms of sale for Goods are Incoterms 2010 EXW Seller's place of manufacture. Title to the Goods transfers to Buyer upon Seller's receipt of payment in full. Risk of loss transfers to Buyer upon delivery. Seller's notification of readiness to ship from the place of manufacture shall constitute delivery to the Buyer for all purposes. Seller does not guarantee delivery on or before the delivery dates given. Specifically, time shall not be considered of the essence for any Order. In the event that Buyer does not accept delivery of conforming Goods when tendered, or if shipment is delayed pursuant to Buyer's instructions or for any reason beyond Seller's reasonable control, Buyer agrees that Seller may invoice Buyer and Buyer shall pay for all Goods tendered for delivery and shall pay all costs associated with Buyer's failure to accept conforming Goods, including without limitation, any storage or transportation costs. If Buyer has not paid Seller in full prior to any shipment of Goods hereunder, Seller shall be named as the loss payee on any insurance policy covering the Goods for the amounts due and owing to Seller.

5. CHANGE ORDERS, CANCELLATION, SUSPENSION, DELAY, TERMINATION.

(a) Change Orders. Cancellation, Suspension, Delay. Buyer or Seller shall be entitled to propose changes in the Goods, subject to agreement of the Parties. If such change impacts the scope, schedule, price, or other material term, then the Parties shall agree to such impacts, in writing (which may take the form of an email or other communication) ("Change Order"). Seller is entitled to proceed with its performance under the original scope of Goods until such Change Order is mutually agreed in writing, without regard to the impact to the Goods. In the event Buyer requests or causes a cancellation, suspension, or delay in any of the Goods, Buyer shall pay the Seller all appropriate charges, including but not limited to any cost, expenses, cancellation costs or charges or other commitments incurred or to be incurred by Seller up to the date of receipt of notice of such cancellation, suspension or delay, plus Seller's overhead and reasonable profit which will be calculated as shown in the table below:

Percentage of Order value to calculate cancellation charge	Last performance milestone achieved by date of notice of cancellation
15%	Prior to completion of submittals
30%	After submission of submittals
60%	Release to manufacturing
90%	Prior to start of factory testing
100%	After performance of factory testing

If shipment is delayed on account of Buyer, the purchase price shall be due and payable as if delivery had been made. Additionally, all charges related to storage, disposition, and/or resumption of Goods, at Seller's plant or elsewhere, shall be charged to the Buyer, and all risks thereto shall be assumed by Buyer. In no event shall suspension last longer than sixty (60) days. After sixty (60) days, Seller reserves the right to (i) terminate the Agreement or (ii) enter into good faith negotiations with Buyer to determine any additional costs to extend the suspension. Such costs include but are not limited to storage, maintenance, and escalation.

(b) Termination for Default. Either Party may terminate the Agreement and all work upon written notice if: (i) a Party breaches any provision of the Agreement and fails to cure such breach within five (5) days after being notified thereof; (ii) a Party becomes insolvent or enters into a voluntary or involuntary bankruptcy or receivership; or (iii) a Party makes an assignment for the benefit of creditors or consents to or acquiesces in the appointment of a receiver, liquidator, fiscal agent, or trustee. In the event of termination by Seller, in addition to any other remedies of Seller provided herein or by law, the Buyer shall remain responsible for all outstanding payments due and, in addition, shall pay the Seller for all cost, expenses, and commitments incurred by Seller up to the date of receipt of notice of such termination, plus Seller's overhead and reasonable profit to be calculated per the table above.

6. LIMITED WARRANTY.

(a) The Goods by Seller. Subject to the limitations contained herein and subject to the operation of the Goods in strict compliance with (i) the operating conditions specified by Buyer when the Order was placed and (ii) Seller's written operating and storage instructions, if any, Seller warrants Goods of its manufacture to be free from defective workmanship for a period of (i) (with respect to Goods) one (1) year after the Goods are first put into operation or eighteen (18) months after the date of shipment, whichever occurs earlier; or (ii) (for field services) the date of completion. Buyer shall notify Seller of any alleged defect within ten (10) days of its discovery. Verification of the alleged defect is required. Buyer may choose to have the alleged defect verified at the job or project site, at the Seller's authorized facility, or at Seller's factory. At the job or project site: Buyer must verify the defect by providing Seller with satisfactory evidence of the defect, including all relevant data and documentation needed to make an assessment. If a defect is confirmed, Seller will deliver replacement parts (or Goods), freight prepaid to the job or project site. At Seller's authorized facility/factory: Buyer must return allegedly defective parts or Goods for inspection, freight prepaid, to an

authorized service center designated by Seller, or to Seller's factory. If the defect is confirmed, Seller will deliver repaired or replaced parts or Goods, freight prepaid, and reimburse the prepaid freight that Buyer paid to deliver the defective parts or Goods. In all instances above, repaired or replaced parts or Goods and re-performed services shall remain under warranty for the unexpired portion of the original warranty period, as warranty Goods shall not extend the warranty period. If Seller determines that a claim is not, in fact, covered by this warranty, Seller shall make available to Buyer its labor, repair, or replacement services at its then-standard rates. In addition to the above, Seller's obligation under this warranty is limited to, at Seller's sole option, either: (i) the repair or replacement of any Goods that prove to be defective upon inspection or the re-performance of any services found to be defective; or (ii) the issuance of credit to Buyer for that portion of the Goods found to be defective upon inspection. Seller does not warrant the repair or replacement of soft goods such as packing or gaskets. Unless otherwise agreed, Seller warrants that any replacement part(s) are made to specification of the original part(s) and does not take into account changes due to wear, corrosion, or damage done to valve bodies or other component parts. Seller's warranty does not cover any cost or expense incurred in gaining access to such defective Goods, making Goods available for repair, deinstalling, reinstalling, or packing the Goods, all of which shall be the sole responsibility of the Buyer. Buyer shall cover any cost or expense related to the transportation of the defective Goods to Seller, as detailed above, subject to reimbursement for prepaid freight as also set forth above. This warranty does not apply to any Good that has been repaired or altered by any person other than Seller or that has been subjected to misuse or neglect. Further, this warranty does not apply to parts or Goods that have been improperly stored, maintained, installed or operated. The above warranty shall constitute Buyer's exclusive remedy with respect to any Goods provided by Seller.

(b) BUYER EXPRESSLY WAIVES, AND SELLER EXPRESSLY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. ANY STATUTORY WARRANTIES THAT ARE INCONSISTENT WITH THE WARRANTY PROVIDED ABOVE ARE EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY BUYER. THE REMEDIAL OBLIGATIONS CONTAINED IN THIS SECTION 6(a) SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS AND THE ACTIVITIES INVOLVED IN SELLER'S PERFORMANCE, IRRESPECTIVE OF SELLER'S FAULT, NEGLIGENCE OR LIABILITY WITHOUT FAULT.

(c) Third-Party Products. Buyer acknowledges that the Goods purchased by Buyer under the Agreement may contain, be contained in, incorporated into, attached to, or packaged together with products manufactured by a third party ("Third-Party Products"). Third-Party Products are not covered by the warranty above. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Third-Party Products, and Seller's sole liability, and Buyer's exclusive remedy, regarding Third-Party Products is limited to the assignment by Seller, where assignable, of manufacturer's warranties, if any. SELLER DOES NOT WARRANT AND EXPRESSLY DISCLAIMS, AND BUYER WAIVES, ANY WARRANTY OF ANY CHARACTER OR KIND RELATING TO THIRD-PARTY PRODUCTS. THE ASSIGNMENT OBLIGATIONS CONTAINED IN THIS SECTION 6(b) SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO THIRD-PARTY PRODUCTS.

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

(a) Any and all information, including all drawings, plans, designs, images, specifications and technical data ("Confidential Information") prepared, furnished or disclosed by Seller shall be considered confidential and shall not be divulged to any person, except to Buyer's authorized representative(s). Seller retains titles to all Confidential Information.

(b) Any inventions, patents, trademarks, copyrights, design rights and other intellectual property rights in and to Seller's Confidential Information and any other documents or information prepared, furnished or disclosed by Seller or arising from the execution of the Agreement ("Seller's Intellectual Property") remain the exclusive property of Seller. Seller grants Buyer a revocable, non-exclusive, non-transferrable license to use Seller's Intellectual Property to the extent necessary to enable Buyer to operate and maintain the Goods. Notwithstanding any other provision to the contrary in the Agreement, no license is granted to Buyer to copy or use any of Seller's Intellectual Property to make or have made spare parts for the Goods. The documentation referred to herein or as otherwise related to Seller's Intellectual Property shall not be disclosed to third parties without Seller's prior written consent.

8. LIMITATION OF LIABILITY.

(a) NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, SELLER SHALL NOT BE RESPONSIBLE OR HELD LIABLE TO BUYER OR THIRD-PARTY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR WARRANTY, FOR SPECIAL, PUNITIVE, EXEMPLARY, DELAY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFIT, LOSS OF PRODUCT OR BUSINESS INTERRUPTIONS OR OTHER SIMILAR DAMAGES (WHETHER SUCH DAMAGES ARE CHARACTERIZED AS DIRECT OR INDIRECT), REGARDLESS OF WHETHER SELLER WAS INFORMED OF THE POSSIBILITY OF SUCH, AND HOWEVER SAME MAY BE CAUSED, INCLUDING THE BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING SOLE NEGLIGENCE), OR STRICT LIABILITY OF SELLER.

(b) NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY, IF ANY, OF SELLER (WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE) UNDER OR IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF WORK SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO ONE HUNDRED PERCENT (100%) OF THE TOTAL PAYMENTS RECEIVED FOR THE APPLICABLE ORDER FROM WHICH THE CLAIM ARISES, AND BUYER HEREBY RELEASES SELLER FROM ALL FURTHER LIABILITY, LOSS, COST AND EXPENSE IN EXCESS OF SUCH AMOUNT HOWEVER SAME MAY BE CAUSED, INCLUDING THE BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING SOLE NEGLIGENCE), OR STRICT LIABILITY OF SELLER.

9. FORCE MAJEURE. Neither Party will be liable for any failure to perform its obligations under the Agreement if such performance has been delayed, interfered with or prevented by an event of Force Majeure. As used in this Section, "Force Majeure" means any circumstances whatsoever which are not within the reasonable control of the Party affected thereby, including without limitation an act of God, war, insurrection, riot, strike, lockout, or labor dispute, shortage of materials, pandemic, fire, explosion, flood, government requisition or allocation, embargo, boycott, order or act of civil or military authority, legislation, regulation or administrative rules (including without limitation any Executive Order issued by the President of the United States), or any inability to obtain or maintain any governmental permit or approval. The Party who declares Force Majeure will give prompt notice to the other Party of such declaration. If the performance of any obligation (except the obligation to pay amounts due) has been delayed, interfered with, or prevented by an event of Force Majeure, then the Party affected by such event will take such actions as are reasonably available to remove the event of Force Majeure or to mitigate the effect of such occurrence. If an event of Force Majeure occurs, the obligations of the Parties under this Agreement will be suspended during, but not longer than, the continuance of the event of Force Majeure. If such event (alone or extended by another event of Force Majeure) continues so that the obligations of the Parties remain suspended for a period of twenty (20) continuous days and, at the end of such period or at any time thereafter during which such suspension continues uninterrupted, any Party, in the exercise of reasonable judgment, concludes that there is no likelihood that the event of Force Majeure will be removed in the

immediate future, then any Party may terminate this Agreement without further liability to the other Party by giving to the other Party five (5) days written notice of its intention to terminate.

10. COMPLIANCE WITH APPLICABLE LAWS. Buyer shall comply with all laws, regulations, and ordinances applicable to the transaction. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Agreement.

11. U.S. EXPORT COMPLIANCE.

(a) Buyer agrees to comply fully with all applicable laws and regulations of the United States pertaining to the export of any hardware, software, defense service, information, or technical data provided by, through, or with the cooperation of the Buyer in the performance of the Agreement, whether in the United States or abroad. The Agreement may involve information or items that are subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR), and that may not be released to Foreign Persons inside or outside the United States without the proper export authority.

(b) The ITAR defines a "Foreign Person" as any person who is not a lawful permanent resident as defined by 8 USC 1101(a)(20), or a protected individual as defined by 8 USC 1324b(a)(3). Foreign Person is also defined as a corporation, a business, an association, a partnership, or any other entity that is not incorporated or organized to do business in the United States and as international organizations, foreign governments, and any agency or subdivision of foreign governments (e.g., diplomatic missions).

(c) Buyer further agrees that it will not export or re-export, directly or indirectly, any hardware, software, defense service, information or technical data provided by, through, or with the cooperation of Seller, to any Foreign Person, including persons employed by or associated with, or under contract with, Buyer or Buyer's lower-tier suppliers without the prior written consent of Seller and without first obtaining any required export license or other approval.

(d) Buyer shall comply with the registration requirements of the ITAR at 22 CFR §122.1, as applicable.

(e) Buyer represents that neither Buyer nor any parent, subsidiary, or affiliate of Buyer is included on any of the restricted party lists maintained by the government of the United States. Buyer shall promptly notify Seller in writing if Buyer is, or becomes, listed in any Restricted or Denied Parties List or if Buyer's export privileges are otherwise denied, suspended, or revoked in whole or in part by any governmental authority.

(f) Buyer shall include paragraphs (a) through (f) or equivalent provisions in all lower tier subcontracts for any items that will be included in or delivered as goods to Buyer.

(g) Buyer shall indemnify and hold Seller harmless for all claims demands, damages, costs, fines, penalties, attorneys' fees, and other expenses arising or resulting from Buyer's failure to comply with this Article 11.

(h) Buyer shall complete and sign an End User Certificate before Buyer receives the product or services.

(i) In accordance with current U.S. government export rules, items made from Hastelloy C-22 alloy, Hastelloy C-276 alloy, and Inconel 718 alloy, forming part of any Order fall into the category of "dual-use" for which Seller is required to obtain an export license. If an Order includes a dual-use alloy, the Order will not be considered accepted until the U.S. government has issued an export license. Furthermore, the delivery schedule for any good requiring regulatory approval shall only begin once Seller has obtained such approval. If the U.S. government denies an export license, the Order will be considered to have been terminated as a result of Force Majeure.

12. INSPECTION. Inspections and/or tests to be witnessed by Buyer or its designated representative(s) shall be specified at the time of the Order placement. If no specifications are specified, or if Buyer or its designated representative(s) does not arrive within the specified time, Seller may proceed with tests and/or shipment in accordance with Seller's standard practices. Should Buyer's inspector fail to arrive within the specified testing time, Seller does not assume costs for repeat testing or for disassembly for inspection purposes.

13. DRAWINGS AND PROCEDURES. Buyer shall promptly furnish Seller all data that has been reviewed by Buyer for full operations conditions, information, instructions, procedures, and drawings requisite to the execution of the Order requirements. Seller shall furnish Buyer the general arrangement or outline drawings only for the equipment, as are necessary. These documents shall be furnished in accordance with Order requirements. Where required, Buyer shall promptly return one (1) set of these documents marked with his/her approval. Approval delays can result in delayed fabrication, extended shipping dates, and increased costs to Buyer. For the avoidance of doubt and notwithstanding any other provisions in the Agreement, Seller shall not be required to provide to Buyer, and no license is granted under the Agreement to use shop or manufacturing drawings nor any of Seller's confidential manufacturing drawings, designs, in-house standards or know- how nor the confidential details of manufacturing practices, processes or operations belonging to Seller.

14. NUCLEAR. If Goods purchased by Buyer are to be installed in a nuclear facility, the terms, and conditions defined in Attachment "N" will supplement the Agreement.

15. GOVERNING LAW. The Agreement will be governed by and construed in accordance with the laws of the State where the applicable Seller facility from which the Goods were ordered is located (i.e., Seller's Deer Park, Texas facility, Seller's Salt Lake City, Utah facility, or Seller's Fresno, California facility), without giving effect to any choice of law or conflict provision or rule (whether of such State or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

16. SEVERABILITY. All terms contained herein are severable, and any provision of the Agreement held to be invalid, illegal, or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality, and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

17. ASSIGNMENT. Buyer may not assign the Agreement without the prior written approval of Seller. In the case of assignment, the assigning Party shall not be released from any of its liabilities or obligations arising under the Agreement prior to such assignment.

18. ENTIRE AGREEMENT. These Terms, together with the applicable Order constitute the entire agreement of the Parties (the "Agreement") as to the subject matter herein and therein and supersedes all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in the Agreement. The Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the Parties or by any usage of trade and may only be amended by a written agreement executed by both Parties.

Legislation Details (With Text)

File #:	21-373	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	5/10/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve a Resolution and Special Category Historic Preservation Grant Application through the Florida Department of State for $150,000 with a 1:1 match from the City for $150,000 for the replacement of doors and windows to the Historic Harry T. Moore Center. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	052521 - Special Category Grant Application Resolution.doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2021
Agenda Date: May 25, 2021
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve a Resolution and Special Category Historic Preservation Grant Application through the Florida Department of State for $150,000 with a 1:1 match from the City for $150,000 for the replacement of doors and windows to the Historic Harry T. Moore Center.

BACKGROUND:

The City has improved the Leon and Jewel Collins Museum of African American History and Culture at the Harry T. Moore Center using a combination of grant funding with matching general funds. The roof was replaced in Fiscal Year 2015 and the floor was rehabilitated in Fiscal Year 2017. The City's application to designate this historical building in the National Park Service's National Register of Historic Places was accepted on June 11, 2019.

The City previously submitted a grant for this work in 2020; the State did not fund this category requiring resubmission. The planned improvements include the replacement of 13 exterior doors and 51 exterior windows. While the doors and windows will be constructed with new materials, they will be designed to match the historical nature of the building.

The Harry T. Moore Center is the site of the first black school in Cocoa and the only original black high school now standing in Brevard County. Cocoa Junior High School was built in 1924 and classes moved to the new facility after construction. In 1954, the old schoolhouse was named the Harry T. Moore Center, in honor of the civil rights activist from Mims, Florida.

The City of Cocoa acquired the building in February 2014 and renamed the facility after Leon and Jewel Collins and dedicated the facility in their name on September 6, 2017. This dedication occurred after extensive work was done on the exterior and interior of the facility to preserve the sub floor, install more historic-like wood flooring, renovate the interior, add historic lighting, and install new HVAC and plumbing. The State of Florida Historic Preservation Grant did not have enough funds available to complete the project. The replacement of the doors and windows will be the last phase of this project.

STRATEGIC PLAN CONNECTION:

This grant will enhance community development in the Diamond Square Community and help raise awareness of the impact and history of African American Culture in Cocoa.

BUDGETARY IMPACT:

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

If awarded, staff will come back to City Council to Amend the Budget.

Amount Requested	$300,000
Account Number	_
Account Name	_

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
__X__ Grant Source:_$150,000 - Florida Department of State
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_
City Match of $150,000 General Fund Balance Reserves

PREVIOUS ACTION:

On May 27, 2020 Council approved the previous grant application request.

RECOMMENDED MOTION:

Approve a Resolution and Special Category Historic Preservation Grant Application through the Florida Department of State for $150,000 with a 1:1 match from the City for $150,000 for the replacement of doors and windows to the Historic Harry T. Moore Center.

Legislation Details (With Text)

File #:	21-381	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/13/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approval a Resolution Amending the FY21 Budget, BAF # 21-079-A, for Debt Service Costs Related to the Issuance of the Series 2020 Bond. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2021- ADA Compliant.docx BAF 21-079-A-FN-Series 2020 Bond-SRF Loan Payments (5-25-21) Agenda 21-382-FY21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 13, 2021
Agenda Date: May 25, 2021
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval a Resolution Amending the FY21 Budget, BAF # 21-079-A, for Debt Service Costs Related to the Issuance of the Series 2020 Bond

BACKGROUND:

On November 2, 2020, The City issued the Series 2020 Bond that was a refinancing of outstanding Florida Department of Revenue State Revolving Fund (SRF) loans. The FY 2021 Adopted Budget included budget for debt service payments for the outstanding loans. Budget Amendment # BAF # 21-079-A realigns the FY 2021 budget, reducing the budget for the SRF loans and establishing the budget for the Series 2020 loan. As costs savings resulted from the issuance of the Series 2020 bond, there is excess budget in the Restricted Assets Fund 425. Budget Amendment # BAF # 21-079-A also transfers the excess budget back to the Water and Sewer Utility Fund 421 contingency account.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

BAF# 21-079-A (See the attached form)

PREVIOUS ACTION:

City Council approved the issuance of the Series 2020 Bond on agenda item # 20-737 on October 27, 2020.

RECOMMENDED MOTION:

Approval a Resolution Amending the FY21 Budget, BAF # 21-079-A, for Debt Service Costs Related to the Issuance of the Series 2020 Bond

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City of Cocoa Budget Adjustment Form FY 2021 - 21-079-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 05/12/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 7,252	421-0000-381.91-25		Transfer From WS Restricted Assets (425)	$ 0	$ 0	$ 7,252	$ 0
$ 7,252	421-4010-536.39-00		Contigency	$ 0	$ 0	$ 7,252	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 14,504	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,941,000	425-4700-517.71-15		Debt Service -Principal Series 2020	$ 0	$ 0	$ 1,941,000	$ 0
$ 133,732	425-4700-591.72-15		Debt Service-Interest Series 2020	$ 0	$ 0	$ 133,732	$ 0
($ 1,751,170)	425-4700-517.71-14		Debt Service -Principal SRF Loans	$ 0	$ 0	($ 1,751,170)	$ 0
($ 330,814)	425-4700-591.72-14		Debt Service - Interest SRF Loans	$ 0	$ 0	($ 330,814)	$ 0
$ 7,252	425-4700-581.91-21		Interfund Transfer To (421)	$ 0	$ 0	$ 7,252	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This budget adjustment is to move the budget for Water/Sewer State Revolving Loans to the new Series 2020 Bond accounts for principal and interest debt service payments. Agenda 21-382

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 05/25/21 ***RESOLUTION #:***

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.05.20 12:44:11 -04'00'	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.05.20 12:45:08 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.05.20 12:44:52 -04'00'	5/20/21 Lora Howell Digitally signed by Lora Howell Date: 2021.05.20 12:57:07 -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 9/18/20 - IT

Legislation Details (With Text)

File #:	21-341	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	5/3/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve the Third Amendment to Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Change Order #1 to Purchase Order 77302 with Ace Flow Control. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-14-07-COC 3rd Amendment.pdf B-14-07-COC Executed Agreement.pdf B-14-07-COC 2019 renewal.pdf Ace Flow COI Exp 6-11-21 .pdf B-14-07-COC 2016 Contract Modifications.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 3, 2021
Agenda Date: May 25, 2021
Prepared By: Melinda M. Keesee, Field Operations Technician
Prepared By: Donnie Howard, Field Operations Manager
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Third Amendment to Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Change Order #1 to Purchase Order 77302 with Ace Flow Control

BACKGROUND:

The City of Cocoa Utilities Department maintains a Cross Connection Control (CCC) Program as regulated by the Florida Department of Environmental Protection (FDEP) and as described in the City of Cocoa's *Cross Connection Control Manual*. This program requires periodic inspections, surveys, testing, and documentation of backflow prevention assemblies and devices at residential and commercial customer sites to help eliminate and control actual or potential cross connections with the City's potable water distribution system. The City has approximately 7,000 commercial customers and approximately 73,000 residential customers.

In May 2014 City Council awarded B-14-07-COC, "CCC Program Services" to Ace Flow Control,

Longwood, Florida, to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices for the duration of three years with two, two-year renewals. The current contract and two amendments expired on May 12, 2021. Although WFO has been diligent in creating and submitting the new RFP package, we have determined an extension of approximately 120 days to ensure that the necessary cross-connection control inspections continue uninterrupted until the new contract with the approved contractor is in place. These regulatory compliance inspections are mandated by FDEP and the State of Florida.

The maximum budget for this scope of work was not encumbered or expend. ACE's scope is based on productivity and is reviewed carefully by Staff. Since there is remaining budget available and sufficient time to complete additional work, it is recommended that the City increase the purchase order with Ace Flow Control by $230,000. There are sufficient funds budgeted for this program in our 421-4025-536.46-00 account to support this change order.

At this time, Utilities Department staff requests approval of the change order and 120-day amendment of Bid B-14-07-COC with Ace Flow Control, Longwood, Florida, terminating on September 9, 2021.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$230,000
Account Number:	421-4025-536.46-00, WS13BC
Account Name:	Repairs and Maintenance
Source of Funds:	Operating Revenue
Change Order Amount:	$230,000
Original Purchase Order:	77302
Original Purchase Order Amount:	$450,000
Total Number of Change Orders:	1
Total Amount in Change Orders To Date:	$230,000

PREVIOUS ACTION:

In May 2014 City Council awarded Bid No. B-14-07-COC, "CCC Program Services" to Ace Flow Control, Longwood, Florida, to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices.

In September 2014 City Council approved the Continuation of Work for FY 2015 with Ace Flow

Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In September 2015 City Council approved the Continuation of Work for FY 2016 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In September 2016 City Council approved the Continuation of Work for FY 2017 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In October 2017 City Council approved the Continuation of Work for FY 2018 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In September 2018 City Council approved the Continuation of Work for FY 2019 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In October 2019 City Council approved the Continuation of Work for FY 2020 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In October 2020 City Council approved the Continuation of Work for FY 2021 with Ace Flow Control, Longwood, Florida, up to the FY2021 through May 12, 2021.

RECOMMENDED MOTION:

To Approve the Third Amendment to Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Change Order #1 to Purchase Order 77302 with Ace Flow Control.

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City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

3rd AMENDMENT – 120 Day Extension

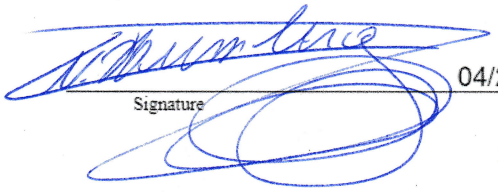
Bid No B-14-07-COC

Cross Connection Control (CCC) Technical Services

This THIRD Amendment to the purchase agreement for is made and entered into as of April 23, 2021 by and between the **City of Cocoa** and **Nils Humberg Enterprises, LLC DBA Ace Flow Control, 845 Waterway Place, # 101, Longwood, Florida 32750.**

The agreement entered into on May 13, 2014, is hereby amended to extend this contract for additional 120 days under the contract terms at the same rate as stated in the original bid documents, at the same rates, terms, and conditions commencing on May 13, 2021 and terminating on September 9, 2021.

The parties hereto duly execute this THIRD Amendment to become effective as of the date and year first above written.

Nils Humberg Enterprises, LLC DBA Ace Flow Control	**City of Cocoa**
By: Nils Humberg (Name) Printed	**By:** Michael Blake (Name) Printed
President (Title)	Mayor (Title)
 04/26/2021 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Heath Hancher, Purchasing / Contracts Division Manager
Chris Collier, Assistant Utilities Director

Section 00500
FORM OF AGREEMENT
BID NO. B-14-07-COC

Cross Connection Control Program Services

This Agreement made and entered into on the 15th day of May, 2014, by and between Ace Flow Control, 853 Waterway Place, #101, Longwood, Florida, 32750, 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 - The Contractor will be required to commence work under this contract within sixty (60) 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 shown in the **Section 00300 BID FORM/SCHEDULE OF UNIT PRICING**.

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and 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. Included in each invoice, the contractor shall: (1) Provide evidence that he is actually paying for the materials that he has been paid for, and (2) Provide evidence that he is actually paying subcontractors for services that he has been paid for.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, and Unit Prices 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.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. Not Applicable. **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 $ __0_____ 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. Not Applicable. **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 this 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 monies 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor I the presence of:

BY_____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
John A. Titkanich, Jr., City Manager

ATTEST: _____
Joan Clark, MMC, City Clerk

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

BID NO B-14-07-COC
CROSS CONNECTION CONTROL (CCC)
TECHNICAL FIELD SERVICES

This Final Amendment to the purchase agreement for **Cross Connection Control (CCC) Technical Field Services** is made and entered into as of April 10, 2019 by and between the **City of Cocoa** and **Nils Humberg Enterprises, LLC. DBA Ace Flow Control, 853 Waterway Place, #101, Longwood, Florida 32750.**

The original agreement entered into on May 13, 2014 is hereby amended to renew for the final renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on May 13, 2019 and terminating on May 12, 2021.

The parties hereto duly execute this FINAL Amendment to become effective as of the date and year first above written.

Nils Humberg Enterprises, LLC. DBA Ace Flow Control	**CITY OF COCOA**
By: NILS HUMBERG	**By:** Jake Williams Jr.
(Name) Printed	(Name) Printed
PRESIDENT	Mayor
(Title)	(Title)
Signature 03.27.19	Signature
Date	Date

CC: Carie Shealy, City Clerk
Chris M. Collier, Water Field Operations Manager
Tammy Eastburn, Procurement Card Coordinator

NILSHUM-01 DKRAMER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/18/2020

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

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

PRODUCER License # L094577
Seeman Holtz Property & Casualty, LLC
521 East SR 424
Longwood, FL 32750

CONTACT NAME:
PHONE (A/C, No, Ext): (407) 682-6800 FAX (A/C, No):
E-MAIL ADDRESS: longwoodcsr@seemanholtzpc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Security National Insurance Company(Bristol West)	33120
INSURER B : Ascendant Commercial Insurance	13683
INSURER C : Markel Insurance Company	38970
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Nils Humberg Enterprises LLC
845 Waterway Pl
Unit 101
Longwood, FL 32750-3564

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		SES1791279 00	6/11/2020	6/11/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY X SCHEDULED AUTOS			CA-52277-0	3/11/2020	3/11/2021	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		MWC0083046-06	8/13/2020	8/13/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an additional insured as respects to General Liability. REference to Bid No. B-14-007-COC

CERTIFICATE HOLDER

City of Cocoa
65 Stone St
Cocoa, FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Debbie Kramer

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SPECIFICATIONS

BID NO. B-14-07-COC

March 2016 Contract Modifications

Introduction:

The City of Cocoa Water Field Operations Division (WFO), representing the City of Cocoa Utilities Department, is soliciting proposals for cross connection control (CCC) technical services as part of an on-going CCC Program. The CCC Program requires periodic inspections, surveys, testing and documentation of backflow prevention assemblies and devices to help eliminate and control actual or potential cross connections. The Program provides for the installation, maintenance, and operation of cross connection control devices that will systematically and effectively prevent the contamination of the potable water distribution system.

Definitions:

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "City" to mean the City of Cocoa, a political subdivision of the State of Florida.
2. The words "WFO Project Manager" to mean the City of Cocoa Water Field Operations (WFO) Manager or designee who is responsible for ensuring that the Cross Connection Control Program is meeting the City's expectations and who possesses the ability to determine/assign the areas of operation.
3. The word "Proposer" to mean the person, firm, entity or organization submitting a response to this Solicitation.
4. The word "Contractor" to mean the Proposer that receives any award of a contract from the City of Cocoa as a result of this Solicitation, also to be known as "the prime Contractor."
5. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor and/or materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
6. The words "Scope of Services" to mean the details of the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation and the resulting Contract.
9. The acronym "WFO" is an abbreviation for the City of Cocoa Utilities Department Water Field Operations.
10. The acronym "TREEO" is an abbreviation for the University of Florida's Center for **T**raining, **R**esearch and **E**ducation for **E**nvironmental **O**ccupations.
11. The acronym "ASSE" is an abbreviation for the **A**merican **S**ociety of **S**anitary **E**ngineers.
12. The acronym "FDEP" is an abbreviation for the **F**lorida **D**epartment of **E**nvironmental **P**rotection.
13. The acronym "CCC" is an abbreviation for **C**ross **C**onnection **C**ontrol.
14. The acronym "AWWA" is an abbreviation for **A**merican **W**ater **W**orks **A**ssociation

The following is a description of the services discussed herein:

1. **CCC site survey** shall include, but not be limited to, identification of meter number and address, the hazard assessment level (as defined in the City of Cocoa's *Cross Connection Control Manual* and *AWWA Manual M14)* and any recommended CCC device upgrades. The contractor is responsible for notifying and scheduling site inspections to ascertain the hazard level when necessary. It is assumed that the contractor will use sound judgment when an interior building inspection is warranted. Interior inspections will require approval by the WFO Project Manager prior to contractor inspection.

2. **CCC device testing** shall include, but not be limited to, the following services: on-site testing customer notification, device testing by TREEO certified staff and certified Fire Inspector (when required), identification of meter number and address, submission of executed test report, and documentation of all testing data. All testing shall meet the requirements of FDEP, AWWA, ASSE, City of Cocoa and device manufacturer's recommendations.
3. **CCC device repair** shall include, but not be limited to, the following items: repair notification, on-site repair of device, documentation of all repair data, and a successful testing of the device once the repair is complete. Any repair of CCC devices, 2 ½" and larger, shall include all rubber parts. All replaced parts of CCC devices, 2 ½" and larger, shall be bagged and tagged in the field and returned to WFO. All repairs shall include a one year warranty on parts and labor.
4. **Replacement of CCC devices** shall include, but not be limited to, the following items: replacement notification to City and customer, on-site replacement of device, coordination with WFO to obtain new CCC device, flushing through newly installed device, delivery of removed CCC device to WFO, documentation of all repair data, and submission of device test report as defined above.
5. **Replacement of water meters** shall include, but not be limited to, the following items: replacement notification to City and customer, on-site replacement of device, coordination with WFO to obtain new water meter, flushing through newly installed meter, delivery of removed water meter to WFO, documentation of meter readings (new and replaced), and submission of certification of proper installation.

Background:

The City of Cocoa WFO is seeking a firm to provide technical services on their CCC Program as regulated by the FDEP and as described in the City of Cocoa's Cross Connection Control Manual. The City has approximately 7,000 commercial customers and approximately 73,000 residential customers. CCC devices in the City of Cocoa potable water distribution system are associated with and, typically, located adjacent to the customer's water meter. Typical residential water meters are ¾-inch diameter. Commercial water meters can range in size from ¾-inch to 10-inch diameter. An estimate of the breakdown by diameter of **commercial water meters** is as shown in Exhibit 1 below.

Exhibit 1. Commercial Potable Water Meter Sizes

Commercial Meter Size	Estimated % of Total Commercial Meters
3/4"	52%
1"	22%
1.5"	13%
2"	11%
3"	1%
4"	0.6%
6"	0.3%
10"	0.1%

For above ground CCC devices, the City is responsible for operating and maintaining the water system up to and including the piping leg and in-ground 90-degree or 45-degree fitting on the customer's side of the CCC device. For CCC devices below grade, the City is responsible for operating and maintaining up to and including the CCC device. All piping systems beyond these points are owned and maintained by the Property Owner.

Objective:

The City is seeking a Contractor to provide technical services in order to support the City of Cocoa Utility Department's CCC Program in meeting or exceeding the CCC regulations as established by FDEP. These services shall include the survey, testing, and/or repair of a minimum of seven thousand (7,000) CCC devices per year, including CCC devices associated with fire suppression water lines. The

Contractor shall be prepared to expand their services to meet or exceed any future regulatory requirements.

As part of this contract, the City may request that the Contractor replace water meters. The Contractor shall be capable of providing installation services within a two (2) week period of the request(s).

Minimum Qualification Requirements:

The following information shall be provided by the Proposer as part of the ITB package.

1. The Proposer shall provide a list of a least five (5) current or recently completed similar program services provided within the State of Florida within the past five (5) years with other public or private agencies.
2. The Proposer shall provide a list of at least three (3) client references to include organization name, contact person, telephone number(s), and address.
3. The Proposer shall provide information on the background and experience of the proposed management and service team including subcontractors, including employee's names, their assignments/roles, experience, and certifications, (i.e. TREEO, State certified Fire Contractor 1 or 2).
4. The Proposer shall be prepared to provide the following information for WFO Project Manager review and approval to the City of Cocoa Utilities Department within seven (7) calendar days following receipt of Notice to Proceed/Original Purchase Order.
    1. Detailed written information on their data management operations, including, but not limited to, an example of the information and data formatting of survey results, testing, repair and replacement of devices.
    2. Detailed written information on the method(s) of uploading and downloading information to the City and the City's Representatives.
    3. Standard operating procedures (SOP) for management, oversight, security, and quality control of technical services and data management.
    4. A copy of certifications for all team members including the following:
        a. Proposed management and service team including employee's names, resumes, TREEO certifications, and their assignments/roles.
        b. Proposed State certified Fire Contractor 1 or 2 and associated certifications.

Scope of Services:

Contractor shall comply with all current applicable requirements established by the City's *Cross Connection Control Manual*, AWWA, FDEP, Florida Building Code, and Federal, State and Local laws, rules, regulations, permits, codes, ordinances and statutes which govern this type of service. In case of conflict between authorities having jurisdiction, the most stringent requirement shall govern. Contractor's proposal shall reflect the most stringent requirement.

The Contractor shall provide the City with the following service components:

1. Conduct quarterly project review meetings with the City of Cocoa WFO Cross Connection Control/Backflow Prevention Project Staff. Prepare an agenda for each meeting. Prepare and distribute meeting minutes to all attendees.
2. Provide electronic reports every two weeks to select WFO staff that include, at a minimum, the following information:
    a. Number of tests, surveys, and repairs of City CCC devices conducted both during the previous 2 weeks and cumulatively.
    b. Results of all surveys and tests conducted over the past 2 weeks including any suggested cross connection control improvements.
    c. A minimum of one digital photograph of each inspection and/or repair of a cross control connection device will be submitted with the results of all surveys and tests conducted. Photographs shall be geocoded with longitude, latitude, and elevation included in the properties of each photo. The photos will be delivered in jpg form at minimal file size to be specified by the City. The photos will clearly show the meter serial number and validate the reports.
    d. List of sub-contractors employed by the Contractor during the past 2 weeks.

e. List of outstanding Contractor invoices.
f. List of outstanding Contractor issues awaiting WFO resolution.
g. Three-week look ahead on anticipated work, including CCC device assessments, database transfers, and software coordination activities.

3. Contractor's software system shall allow the transfer of data from their system to the City's XC2 database or as a tab delimited text file that can be appended directly to the water meter records contained in the City's existing GIS database. Contractor shall facilitate a regularly scheduled transmittal of data as determined by the WFO Project Manager. Tab delimited formatting for site survey files, testing files, and repair or replace files is included at the end of this specification in Tables 1, 2, and 3.
4. Contractor shall be able to report the data through a web browser interface from the site of CCC field services as required by the City, including transfer of geocoded photographs.
5. Contractor shall provide data on all surveys including the following minimum information: water meter number, business name (commercial surveys only), address of customer, location of meter on site, hazard level with associated explanation, recommended backflow device for site, and any recommended cross connection control improvements.
6. Contractor shall provide data on all testing including the following minimum information: water meter number, business name (commercial surveys only), address of customer, location of meter on site, test results and any cross connection control repairs performed at the site.
7. Contractor shall provide data on all field repairs including the following minimum information: water meter number, business name (commercial testing only), address of customer, location of meter on site, and type of repairs performed at the site. All repaired devices shall be retested at time of repair. All replaced parts on CCC devices, 2 ½" or larger, shall be tagged and bagged in the field and returned to WFO prior to invoicing for these repairs.
8. Contractor ~~shall~~ may provide data on all CCC device replacements including the following minimum information: water meter number, business name (commercial testing only), address of customer, location of meter on site, type of CCC device installed, and certified test results. WFO will provide CCC devices for replacement. Contractor shall return replaced device to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.
9. Contractor ~~shall~~ may provide data on all water meter replacements including the following minimum information: water meter number and meter reading of meter being replaced, water meter number and meter reading of meter being installed, business name (commercial replacements only), address of customer, location of meter on site, and verification of proper installation. WFO will provide water meters for replacement. Contractor shall return replaced meter to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may request that the Contractor purchase replacement meters. The Contractor shall be reimbursed for these meters at cost.
10. Contractor shall maintain oversight, quality assurance, insurance, and security for all employees and sub-contractors.
11. Contractor shall coordinate with WFO to determine which CCC assemblies will be surveyed and/or tested.
12. Contractor shall be prepared to provide services outside of regularly scheduled work hours when requested by the Customer or by the WFO Project Manager at no additional costs. These requests shall not exceed 2% of total CCC devices to be surveyed, tested, and/or repaired.
13. Contractor may choose to provide services outside of regularly scheduled work hours at no additional cost to the Owner. Contractor shall provide written notification to Owner two (2) weeks prior to modifying work hours. Regularly scheduled work hours are defined as Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding City Holidays.
14. Contractor shall provide public relations assistance to WFO through customer on-site communications and assistance with written notifications to customers as deemed necessary. Written notification letters will be provided by the City.
15. Contractor shall provide a draft monthly invoice for review by the WFO Project Manager. This draft invoice shall be supported by data that has been approved and accepted by the WFO Project Manager.

16. Contractor shall provide warranty services on all repaired CCC devices for one year following the date of repair.

Price Proposal:

All **Contractor Unit Costs** and **Labor Hours** as listed below shall include administrative costs, insurance and bonding, fleet management and maintenance, public relations assistance, weekly reporting, data management, monthly meetings, start-up costs, and any other costs associated with performing the technical services described herein.

Estimated quantities below are given only as a guideline for preparing this bid and should not be construed as representing actual quantities of CCC devices to be surveyed, tested, repaired and/or installed under this contract. Contractor shall assume that up to fifty (50) percent of all CCC devices will require repair. All repairs shall require successful re-testing by the Contractor at no additional cost.

Contractor unit cost for surveys shall include residential and commercial surveys.

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

The City ~~shall~~ may provide all replacement CCC devices and water meters that may be required by the Contractor. All devices and meters being replaced shall be tagged per City requirements and returned to the WFO Project Manager. The City reserves the right to perform replacement services on CCC devices. The Contractor will be notified when CCC device replacement services will be provided by the City. The City may request that the Contractor purchase replacement devices and meters. The Contractor shall be reimbursed for these devices and meters at cost.

Costs for replacement of all CCC devices and water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. Types of CCC devices to be installed will include double check valve assemblies (DCVA), double check detector assembly (DCDA), pressure vacuum breakers (PVB), reduced pressure zone assemblies (RPZ), and double check backflow meter assemblies (Neptune T-10). Presently, Neptune T-10 assemblies constitute approximately 350 total installed devices. The type of replacement device shall be based on the information provided by the CCC survey or as required by WFO Project Manager.

Contractor Unit Costs for Water Meter Replacement will not be counted in the Total Costs for this Price Proposal.

Contractor Unit Costs for Surveys

Survey

Line Number	Number of Devices	Unit Cost	Total Cost
1	7,000	$13.60	$95,200.00

Contractor Unit Costs for CCC Devices, 2" and Smaller, *Excluding Fire Lines*

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost

2	5,800	$37.25	$216,050.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
3	All	200	$95.00	$19,000.00

Contractor Unit Costs for CCC Devices, 2 1/2" and Larger, *Excluding Fire Lines*

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
4	400	$45.00	$18,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
5	All	2 ½ - 4	25	$190.00	$4,750.00
6	All	6	25	$356.25	$8,906.25
7	All	8	25	$403.75	$10,093.75
8	All	10	25	$570.00	$14,250.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
9	All	2 ½ - 4	3	$1,160.00	$3,480.00
10	All	6	3	$1,540.00	$4,620.00
11	All	8	3	$1,920.00	$5,760.00
12	All	10	3	$1,920.00	$5,760.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2" and Smaller

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
13	400	$57.90	$23,160.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
14	All	10	$114.00	$1,140.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2 1/2" and Larger

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
15	400	$80.00	$32,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
16	All	2 ½ - 4	25	$332.50	$8,312.50
17	All	6	25	$380.00	$9,500.00
18	All	8	25	$570.00	$14,250.00
19	All	10	25	$760.00	$19,000.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
20	All	2 ½ - 4	3	$1,160.00	$3,480.00
21	All	6	3	$1,540.00	$4,620.00
22	All	8	3	$1,920.00	$5,760.00
23	All	10	3	$1,920.00	$5,760.00

Total Proposal Costs

Line Number	Total Cost
1	$95,200.00
2	$216,050.00
3	$19,000.00
4	$18,000.00
5	$4,750.00
6	$8,906.25
7	$10,093.75
8	$14,250.00
9	$3,480.00
10	$4,620.00
11	$5,760.00
12	$5,760.00
13	$23,160.00
14	$1,140.00
15	$32,000.00
16	$8,312.50
17	$9,500.00
18	$14,250.00
19	$19,000.00
20	$3,480.00
21	$4,620.00
22	$5,760.00
23	$5,760.00

Grand Total $532,852.50

Five Hundred Thirty Two Thousand Eight Hundred Fifty Two and 50/100 Dollars

(Grand Total Written in words)

Contractor Unit Costs for Water Meter Replacement

Replacement

City of Cocoa ~~shall~~ may provide replacement meters. Costs for replacement of all water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new meter, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Size (in)	Labor Cost per Meter
1	½ - 2	$100.00
2	2 ½ - 10	$400.00

Legislation Details (With Text)

File #:	21-350	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	5/5/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve a multi-year interlocal agreement between City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2021 and end May 26, 2022. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2021 Rockledge Crossing Guard.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 5, 2021
Agenda Date: May 25, 2021
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve a multi-year interlocal agreement between City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2021 and end May 26, 2022.

BACKGROUND:

Pursuant to Section 163.01, Florida Statutes, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern. To that end, the City of Rockledge will perform crossing guard services for students crossing from and to the Cities of Cocoa and Rockledge to attend McNair Middle School and Emma Jewel Charter Academy. In turn, the City of Cocoa will provide the City of Rockledge financial assistance to offset costs associated with said crossing guard services. This agreement was originally initiated in 2006 and it is desired by both parties to renew and continue this services agreement beginning August 10, 2021 and ending May 26, 2022. These are the tentative dates set by Brevard County Public Schools.

STRATEGIC PLAN CONNECTION:

Public Safety

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BUDGETARY IMPACT:

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

Amount Requested	$5,900.00
Account Number	001-2100-521.34-00_
Account Name	Contract Services

PREVIOUS ACTION:

Council previously approved a similar agenda item on June 24, 2020, Item 20-315.

RECOMMENDED MOTION:

Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 20, 2021 and ending May 26, 2022.

INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF COCOA AND ROCKLEDGE
CROSSING GUARD SERVICES
(AT INTERSECTION OF FISKE BOULEVARD AND ROSA L. JONES STREET)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the **CITY OF COCOA**, a Florida municipal corporation located at 65 Stone Street, Cocoa, Florida 32922 (hereinafter "Cocoa") and **CITY OF ROCKLEDGE**, a Florida municipal corporation located at 1600 Huntington Lane, Rockledge, Florida 32955 (hereinafter "Rockledge").

W I T N E S S E T H:

WHEREAS, this Agreement is authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern; and

WHEREAS, Cocoa has traditionally provided for crossing guard services at the intersection of Fiske Boulevard and Rosa L. Jones Street; and

WHEREAS, due to circumstances beyond its control, Cocoa is unable to retain the required personnel to sufficiently staff this crossing guard location; and

WHEREAS, students living in Cocoa and Rockledge attend Ronald McNair Middle School located in Rockledge on Rosa L. Jones Street; and

WHEREAS, in the spirit of intergovernmental cooperation and assistance, Rockledge agrees to provide a state certified school crossing guard at the intersection of Fiske Boulevard and Rosa L. Jones Street for the purpose of providing for student's safe travel to and from Ronald McNair Middle School; and

WHEREAS, Cocoa agrees to provide Rockledge with financial assistance as set forth herein to offset Rockledge's costs; and

WHEREAS, Cocoa and Rockledge deem it necessary for the benefit of the public health, safety and welfare to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter

set forth, to be kept and performed by both parties, Cocoa and Rockledge agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of the following conditions precedent:

   2.1 The complete execution of this Agreement by the parties.

   2.2 The approval of this Agreement by both the City Council of Cocoa and the City Council of Rockledge.

   2.3 The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **REPRESENTATIONS OF COCOA.** Cocoa makes the following representations to Rockledge:

   3.1 Cocoa is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

   3.2 Cocoa has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by Cocoa, (i) has been duly authorized by the City Council of Cocoa; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of Cocoa, except as otherwise provided herein.

4. **REPRESENTATIONS OF ROCKLEDGE.** Rockledge makes the following representations to Cocoa:

   4.1 Rockledge is duly organized and in good standing under the laws of the State of Florida, and is duly authorized to carry on the governmental functions and operations set forth in this Agreement.

   4.2 Rockledge has the power, authority, and legal right to enter into and perform

the obligations set forth in this Agreement, and the execution, delivery and performance hereof by Rockledge (i) has been duly authorized by the City Council of Rockledge; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of Rockledge, except as otherwise provided herein.

5. **STATUTORY AUTHORITY.** This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida, by Cocoa and Cocoa shall provide Rockledge a recorded copy of the Interlocal Agreement upon receipt from the Clerk of the Circuit Court.

6. **TERM; TERMINATION.** This Agreement shall be for a term of one (1) school year, commencing on the first day of the school year and terminating on the last day of the school year. This Agreement shall be renewable annually by mutual written consent of Cocoa and Rockledge. Notwithstanding, either party may terminate this Agreement with thirty (30) days written notice to the other party.

7. **DUTIES AND OBLIGATIONS OF ROCKLEDGE.**

7.1 Rockledge agrees to provide school crossing guard services at the intersection of Fiske Boulevard and Rosa L. Jones Street for the purpose of accommodating the safe travel of students traveling to and from Ronald McNair Middle School located within Rockledge on Rosa L. Jones Street.

7.2 Rockledge agrees to provide a state-certified school crossing guard and any equipment necessary for the crossing guard to carry out his or her official duties.

7.3 Rockledge shall deliver to Cocoa an itemized invoice of fees and costs incurred for any crossing guard services provided pursuant to this Agreement.

8. **DUTIES AND OBLIGATIONS OF COCOA.**

8.1 Cocoa agrees to compensate Rockledge to offset the costs directly related to Rockledge providing crossing guard services pursuant to this Agreement. Such compensation shall not exceed Thirty Dollars ($30.00) per day such crossing guard services are provided or Five Thousand Nine Hundred Dollars ($5,900.00) per school year.

8.2 Cocoa shall make payment of any moneys due by it directly to Rockledge. Cocoa shall remit payment to Rockledge no later than thirty (30) business days after receipt of an invoice.

9. **MISCELLANEOUS TERMS AND CONDITIONS.**

9.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:
City of Cocoa
City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8680
Facsimile: (321) 433-8690

(b) if to Rockledge:
City of Rockledge
City Manager
1600 Huntington Lane
Rockledge, FL 32955-2660
Telephone: (321) 690-3978
Facsimile: (321) 690-3987

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered, or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if delivery is not accepted) of the same at the address where the same is to be given, delivered, or made.

9.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

9.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the Agreement as a whole or any other provision of the Agreement.

9.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

9.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

9.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

9.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

9.8 Attorney's Fees. In the event that any party brings suit to enforce any of the provisions of this Agreement, each party agrees to bear its own costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial, post judgment, or an appeal.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

9.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel, in performing its obligations pursuant to the terms and conditions of this Agreement.

9.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of Cocoa's or Rockledge's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, Cocoa and Rockledge shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, Cocoa and Rockledge shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

9.12 Assignment Prohibited; Third Parties. Unless otherwise agreed in writing by Cocoa and Rockledge, this Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Cocoa and Rockledge, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Cocoa and Rockledge and not for the benefit of any other party.

9.13 General Liability and Other Insurance. Cocoa and Rockledge shall each maintain in force, at all times during the term of this Agreement, a general liability insurance policy.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
MICHAEL C. BLAKE
Mayor

ATTEST:

By: _____
CARIE SHEALY
City Clerk

CITY OF ROCKLEDGE, FLORIDA

By: _____
THOMAS J. PRICE
Mayor

ATTEST:

By: _____
Jennifer LeVasseur
Public Relations Officer/City Clerk

Legislation Details (With Text)

File #:	21-364	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	5/7/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve Participation in a Piggyback Agreement with H & H Sludge Disposal, Brandford, Florida, to Provide Certain Services with respect to Biosolids Transportation and Disposal Utilizing the City of Palm Bay's Contract #35-0-2020: Biosolids Transportation and Disposal effective through May 14, 2022, To Authorize the City Manager to Approve Annual Renewals. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Partially Signed Piggyback Contract_Cocoa- H&H LSD 5-5-2021.pdf Signed E-Verify Affidavit_H&H LSD.pdf Service Agreement_PB.pdf PB Renewal No 1_5 14 2021.pdf Cocoa Piggyback Palm Bay Option.pdf Cocoa COI 2021-2022- H&H LSD.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 7, 2021
Agenda Date: May 25, 2021
Prepared By: Frank Palmieri, Superintendent, WRF
Through: John A. Walsh, P.E. Utilities Director
Requested Action:
To Approve Participation in a Piggyback Agreement with H & H Sludge Disposal, Brandford, Florida, to Provide Certain Services with respect to Biosolids Transportation and Disposal Utilizing the City of Palm Bay's Contract #35-0-2020: Biosolids Transportation and Disposal effective through May 14, 2022, To Authorize the City Manager to Approve Annual Renewals

BACKGROUND:

The Jerry Sellers WRF produces between 300 and 400 tons of biosolids annually. Biosolids must be hauled by a hauling/disposal contractor to an approved Florida Department of Environmental Protection (FDEP) disposal site. The contractor provides the site, maintains an agreement with the site owner, and keeps records of disposal activities. Cocoa's biosolids are applied as an organic fertilizer to ranch land.

The Sellers facility is requesting City Council approval to participate in a Piggyback Agreement with H & H Sludge Disposal, Brandford, Florida, to provide certain services with respect to biosolids

transportation and disposal Utilizing the City of Palm Bay's Contract #35-0-2020: Biosolids Transportation and Disposal. The Palm Bay contract is a one-year contract with four additional one-year renewals that began May 15, 2020. The contract was renewed for the first additional year on May 14, 2021. Staff is requesting approval to piggyback off of the current Palm Bay contract effective May 14, 2021 through May14, 2022 and to continue the piggyback arrangement for three additional twelve-month periods if Palm Bay continues to renew their agreement with H & H Sludge Disposal. Staff is also requesting authorization for the City Manager to approve any subsequent annual renewals.

Staff recommends approval of this piggyback purchase agreement with H&H Sludge Disposal.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$25,000 - FY21 $55,000 - FY22 (pending approval of the FY22 budget) $60,000 - FY23 (pending approval of the FY23 budget) $60,000 - FY24 (pending approval of the FY24 budget)
Account Number	421-4120-536.34-00
Account Name	Contract Services
Source of Funds:	Operating Funds

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Participation in a Piggyback Agreement with H & H Sludge Disposal, Brandford, Florida, to Provide Certain Services with respect to Biosolids Transportation and Disposal Utilizing the City of Palm Bay's Contract #35-0-2020: Biosolids Transportation and Disposal effective through May 14, 2022, To Authorize the City Manager to Approve Annual Renewals.

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STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with H & H Liquid Sludge Disposal, Inc, PO Box 390, Branford, FL 32008. (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of Palm Bay – Palm Bay, FL 32907, said contract being identified as: IFB Biosolids Transportation and Disposal, Contract No. 35-0-2020/SZ. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and H & H Liquid Sludge Disposal, Inc. The term of said agreement shall be for the period effective date of signature through 05/14/2022, and eligible for four (4) one-year renewals, should service, or product be found in the best interest of the City. Upon City Council approval, the CM shall approve annual renewals.

.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2021 with a budget not to exceed $25,000.00, Fiscal Year 2022 with a budget not to exceed $55,000.00 and Fiscal Year 2023 with a budget not to exceed $60,000.00, any change orders to these amount must be approved by City Council

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

H & H Liquid Sludge Disposal, Inc.
Attn: Steve Hacht
PO Box 390
Branford, FL 32008
800-653-0386
biosolidsolutions@hhlsd.com

H & H Liquid Sludge Disposal Inc.

Entered this 5th day of May 2021

Steve Hacht, President

(Print Name / Title)

(Signature)

5/5/2021

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that H&H Liquid Sludge Disposal, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of H&H Liquid Sludge Disposal, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Steve Hacht

Date: 5/5/2021

STATE OF FLORIDA

COUNTY OF Suwannee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5/5/2021 (date) by Steve Hacht, President (name of officer or agent, title of officer or agent) of H&H Liquid Sludge Disposal, Inc. (name of corporation acknowledging) , a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public

Sheila D. Morrison

Name typed, printed or stamped

My Commission Expires: June 2, 2023

SHEILA D. MORRISON
Commission # GG 330829
Expires June 2, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Company ID Number: 869395

Approved by:

Employer H&H Liquid Sludge Disposal, Inc.	
Name (Please Type or Print) Rick D Hacht	Title
Signature Electronically Signed	Date 04/13/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/13/2015

Company ID Number: 869395

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	H&H Liquid Sludge Disposal, Inc.
Company Facility Address	6990 US Hwy 27 Branford, FL 32008
Company Alternate Address	P.O. Box 390 Branford, FL 32008
County or Parish	SUWANNEE
Employer Identification Number	591832613
North American Industry Classification Systems Code	484
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

SERVICE AGREEMENT FOR
IFB# 35-0-2020
BIOSOLIDS TRANSPORTATION AND DISPOSAL

THIS AGREEMENT, made this 31 day of, March 2020, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and H & H Liquid Sludge Disposal, Inc. (FEIN Number 59-1832613), P.O. Box 390, Branford, FL 32008, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

1. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

1.1. Specifications and Contract Documents prepared by the City of Palm Bay, "IFB BIOSOLIDS TRANSPORTATION AND DISPOSAL;" IFB #35-0-2020/SZ (Exhibit A).

1.2. Bid for the City of Palm Bay prepared by Contractor dated 2/20/2020, (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. Specific direction from the City Manager (or designee).
B. This Agreement dated March 31, 2020 and any attachments.
C. Exhibit A
D. Exhibit B

2. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

3. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on May 15, 2020 and ending on May 14, 2021. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its Bid to the City at the cost specified in said Bid in the amount of fourteen dollars and twenty-five cents per Cubic Yard ($14.25) inclusive of all materials ,service, equipment, labor, fuel, tolls, etc.; and amendments, thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.
Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

5. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

6. GENERAL CONDITIONS

6.1. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section 6.2.

6.2. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.

2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
4. Any patent or copyright infringement by Contractor;
5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

6.3. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

6.4. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

Contractor understands and agrees that the City may immediately terminate this contract upon written notice if the Contractor is found to have submitted a false certification or any of the following occur with respect to the Contractor or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

6.5. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

6.6. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;
- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

1. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
2. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
3. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
4. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
5. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

7. Warranty

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are

attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

8. **Time of Completion**
The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VII - LIMITATION OF LIABILITY shall apply.

9. **Liquidated Damages**
Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars ($100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

For other and additional good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the Contractor covenants and agrees that in the event of any delay of construction and notwithstanding the reason for the delay or who caused the delay or whether it was caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect office financial damages, expenses, impacts or losses for extended corporate or office overhead impacts, extended project overhead impacts, project support services, extended support services impacts, inadequate drainage system impacts, unsuitable subsurface conditions impacts, non-cooperation of Contractor's, subcontractors or any independent, non-affiliated contractors impacts for other contractors' conduct or failure to perform, or by whatever other label or legal label, concept or theory, or any business damages, or business losses, or financial impacts of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have no application or effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

10. Insurance Requirements:

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

10.1. Commercial General Liability: The contractor shall provide combined single minimum limits of $1,000,000.00 each occurrence / $2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

10.2. Automobile Liability:
Contractor shall provide minimum limits of liability of $1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

10.3. Workers' Compensation Coverage:
Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.

Initials here

10.4. Pollution Liability: Successful Bidder shall provide pollution liability coverage with limits of no less than $1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.

Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of $5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of $5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

11. Acceptance

The City will be deemed to have accepted the Work after the Chief Procurement Officer is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

12. **Correction of Work**
The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

13. **Right to Audit Records**
The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

14. **Public Records**
The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:
    - **A.** Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
    - **B.** Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
    - **C.** Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
    - **D.** Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

    The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

    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 the City of Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200 Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

15. **Time is of the Essence**
The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

    The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

16. **Information**
All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

17. **Extra Work**
The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Procurement department before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

18. **Familiarity with the Work**
The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

19. **Title and Risk of Loss**
The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

20. **Independent Contractor, Assignment and Subcontracts**
In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

21. **Notices**
All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor:
President
H & H Liquid Sludge Disposal, Inc.
P.O. Box 390
Branford, FL 32008

To the City:
Chief Procurement Officer
City of Palm Bay
120 Malabar Rd SE
Palm Bay, FL 32907

Copy to: City Manager
City of Palm Bay
120 Malabar Rd SE
Palm Bay, FL 32907

22. No Liens

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

23. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

24. MISCELLANEOUS PROVISIONS

24.1. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

24.2. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

24.3. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.

24.4. The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.

24.5. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

24.6. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.

24.7. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.

24.8. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

24.9. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

24.10. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

Approved by City Council On: 3/19/2020

ATTEST:

Terese Jones, City Clerk

CITY OF PALM BAY, FLORIDA

Juliet Misconi, Chief Procurement Officer

3/31/2020
Date

H & H LIQUID SLUDGE DISPOSAL, INC.

WITNESS:
(to Contractor's Signature)
Katie Matthews
Name (Printed)

Signature

(Signature)
Steve Hacht, President
Name and Title
H&H Liquid Sludge Disposal, Inc.
Company
3/30/2020
Date

The City of Palm Bay Florida

Via e-mail: biosolidsolutions@hhlsd.com

March 31, 2021

Steve Hacht
President
H & H Liquid Sludge Disposal, Inc.
PO Box 390
Branford, FL 32008

Dear Mr. Hacht,

Attached, please find an Amendment to Contract #35-0-2020: Biosolids Transportation and Disposal.

The current agreement expires May 14, 2021. The City desires to **renew** the agreement for an additional one (1) year term with no price increase through May 14, 2022. The amendment details the specific changes.

If your company is in concurrence, please sign the amendment and return to the City via e-mail (procurement@pbfl.org). Additionally, please forward your current Certificate(s) of Insurance which are required to be updated on an annual basis. **The certificates we have on file are currently expired.** The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation) as **a named additional insured. Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work.

If you have any questions, please feel free to contact me at (321) 952-3424.

Sincerely,

CITY OF PALM BAY

Juliet Misconi, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

CITY OF PALM BAY
AMENDMENT NUMBER ONE
TO CONTRACT #35-0-2020
BIOSOLIDS TRANSPORTATION AND DISPOSAL

This amendment to contract is made and entered into this 7th day of April, 2021, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and H & H Liquid Sludge Disposal, Inc., hereinafter referred to as the "Contractor."

WHEREAS the City and the Contractor entered into a Contract under the date of May 15, 2020 whereby the contractor would perform certain services with respect to biosolids transportation and disposal, and

WHEREAS, the City and Contractor desire to amend the said Agreement,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. To **renew** the term of agreement through May 14, 2022.
II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, May 15, 2020, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

Juliet Misconi, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

Signature

3/26/2021
Date

H&H LIQUID SLUDGE DISPOSAL, INC.

By: Steve Hacht, President
Name/Title

Signature

4/7/2021
Date

Liquid Sludge Disposal
H&H
Inc.
P.O. Box 390 • Branford, Florida 32008 • (800) 653-0386

March 3, 2021

City of Cocoa
Mr. Brent Heimbecker, Chief Operator
375 N Cocoa Blvd
Cocoa, FL 32922

Ref: Piggyback City of Palm Bay Contract
Biosolids Transportation & Disposal

Dear Mr. Heimbecker,

H&H Liquid Sludge Disposal, Inc. would like to provide the City of Cocoa the option to Piggyback the City of Palm Bay's Service Agreement for IFB# 35-0-2020 for Biosolids Transportation and Disposal. H&H LSD, Inc. would agree to extend all terms, conditions, pricing and specifications of the City of Palm Bay Contract. The contract began on May 15, 2020 for twelve months with the option of being extended for four additional twelve month periods.

Thank you for giving H&H LSD, Inc. the opportunity to continue to serve the City of Cocoa.

Sincerely,

Steve Hacht, President
H&H Liquid Sludge Disposal, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/2/2021

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

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

PRODUCER RRL Insurance Agency. 4450 W. Eau Gallie Blvd., Suite 115 Melbourne FL 32934	**CONTACT NAME:** Tara Carney **PHONE (A/C, No, Ext):** 800-407-4077 **FAX (A/C, No):** 321-752-7980 **E-MAIL ADDRESS:** tcarney@rrl-ins.com
INSURED HHLIQSLUD H & H Liquid Sludge Disposal, Inc. P.O. Box 390 Branford FL 32008	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** AXIS Surplus Insurance Company 26620 **INSURER B :** National Liability & Fire Insurance Co. 20052 **INSURER C :** American Interstate Insurance Company 31895 **INSURER D :** Markel Insurance Company 38970 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 288402522 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** X CLAIMS-MADE ☐ OCCUR X NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	EMP19000570-03	3/1/2021	3/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	73TRB003952	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AVWCFL2771882021	3/14/2021	3/14/2022	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D D	IN TRANSIT POLLUTION Equipment Property	Y	Y	EMP19000570-03 MKLM4IM0051098 MKLM4IM0051098	3/1/2021 3/1/2021 3/1/2021	3/1/2022 3/1/2022 3/1/2022	Limit 90% Co Insurance $1,000 DED	1,000,000 Wind DED $25,000 Wind DED $10,000

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

City of Cocoa is named as additional insured with respect to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION 30

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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Legislation Details (With Text)

File #:	21-369	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	5/7/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve a multi-year (5yr) contract with P&A Group for retiree and COBRA billing administration services from July 1, 2021 to June 30, 2024, with two (2) one-year renewal options. Authorize the City Manager approval authority to sign associated contract approved by City Council and subsequent renewal terms. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	031821 - Cocoa - Cobra Retiree Evaluation BAFO.pdf City of Cocoa COBRA Proposal.pdf City of Cocoa Retiree-Direct Billing Proposal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2021
Agenda Date: May 25, 2021
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a multi-year (5yr) contract with P&A Group for retiree and COBRA billing administration services from July 1, 2021 to June 30, 2024, with two (2) one-year renewal options. Authorize the City Manager approval authority to sign associated contract approved by City Council and subsequent renewal terms.

BACKGROUND:

In October 2017, the City transitioned to a third-party administrator to handle the billing and payments for the retiree billing and Consolidated Omnibus Budget Reconciliation Act (COBRA) administration. Prior to that, the process regularly involved multiple City employees to invoice retirees/COBRA participants, collect payments, and to record payments through the City's accounting system. COBRA contains provisions giving certain former employees, retirees, spouses former spouses, and dependent children the right to temporarily continue health coverage at group rates upon the occurrence of qualifying events where the coverage would otherwise be terminated. Prior to having an administrator, City Staff mailed COBRA qualifying notices to eligible former employees or qualifying dependents making the process extremely cumbersome and inefficient.

The original provider, Chard Snyder, was contracted during the periods of October 1, 2017-

September 30, 2020. The City explored alternative providers due to multiple poor performance issues; however, it was recommended to change administrators during mid-fiscal year. Under the City Manager's signing authority, the City Manager approved a new one-year agreement effective October 1, 2020 to September 30, 2021. The City intends to issue a termination notice to Chard Snyder following the termination provisions contained within their agreement.

In accordance with the City's purchasing policy, written quotes were obtained. The City's benefit broker Gehring Group assisted with this process and performed an evaluation of all quotes. Chard Snyder's pricing was accepted as one quote, with review and consideration of P&A Group and Basic's proposals. Demos were held to review the software and discuss the City's needs. After a thorough review of qualifications, pricing and past performance, City Staff recommends P&A Group as the primary administrator for both COBRA and retiree billing services. Based on the pricing evaluation, it reflects a ten percent (10%) reduction in premiums from the previous provider, estimating the annual expenses to be approximately $7,000. Billing amounts will fluctuate based on employee headcount and number of retirees or COBRA participants the City needs to bill.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability - Services will assist with the adherence to governmental regulations which in turn will help reduce the City's risk.

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested	$7,000
Account Number	001-1600-513.31-00
Account Name	Professional Services

This expense is currently budgeted in the FY21 budget and is forecasted within the FY22 budget. All future budgetary impacts and expenses are an estimate based on the City's turnover and the number of retirees that are receiving invoices for retiree benefits.

PREVIOUS ACTION:

At a Regular City Council Meeting on August 22, 2017, Council approved a multi-year contract with Chard Snyder for retiree and COBRA billing administration services from October 1, 2017 to September 30, 2020.

Under the City Manager's signing authority, the City Manager approved a new one-year agreement effective October 1, 2020 to September 30, 2021. The City intends to issue a termination notice to Chard Snyder following the termination provisions contained within their agreement.

RECOMMENDED MOTION:

Approve a multi-year (5yr) contract with P&A Group for retiree and COBRA billing administration

services from July 1, 2021 to June 30, 2024, with two (2) one-year renewal options. Authorize the City Manager approval authority to sign associated contract approved by City Council and subsequent renewal terms.

City of Cocoa
COBRA & Retiree Evaluation - *Finalists*
Effective Date: January 1, 2021 (TBD)

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current	Alternative #1	Alternative #2	
Core Features		**Chard Snyder**	**P&A Group**	**BASIC**	
Plan Basics					
Dedicated Account Manager		Yes	Yes	Yes	
Electronic Eligibility File Fees		Included	Included	Included	
Web Administration		Included	Included	Included	
Liability - Indemnify/Hold Client Harmless		Included	Included	Included	
Notice Fees			*Per Notice Billing*		
Initial Notice to New Hires (Rate Per Notice)		$0.00	$10.00	$0.00 Employees **$2.00 Retiree**	
Initial Notice to ALL Employees (Rate Per Notice)		$2.00	**$3.25**	$2.00	
Qualifying Event Notices (Rate Per Notice)		$0.00	$20.00	$0.00	
Monthly Invoice - Retirees PRPM (In lieu of Coupons)		Coupons Only	**$0.00**	**$1.25**	
Implementation/Renewal Fees					
Cost per Packet for Printed Open Enrollment Kits		$15	**$0**	$15	
Implementation Fee/Set Up Fee		$0	$0	$0	
Renewal Fee		$0	$0	**$250**	
Takeover Fee - Per Member (One-time)		N/A	**$0**	**$12**	
Monthly Rates		*Per Insured*	*Cobra Based on **73** NHs & Terms*	*Per Insured With FSA*	*Per Insured Without FSA*
COBRA Fee - Per Employee Per Month	441	$0.60	Per Event Notice	$0.55	$0.60
Retiree Fee - Per Retiree Per Month	160	$3.50	$3.50	$3.50	$4.40
Monthly Premium Minimum (if applies)		$100 Cobra / $0 Retiree	$0	$50 Cobra / $275 Retiree	$50 Cobra / $50 Retiree
Rate Guarantee		9/30/2021	12/31/2025	12/30/2023	
Estimate Takeover Fee (5 Cobra Members) [1]		***N/A***	***$0***	***$60***	***$60***
Monthly Premium [2]		**$825**	**$560**	**$803**	**$969**
Annual Premium *(Est. 1st Year w/Takeover)*		**$9,895**	**$8,910**	**$9,691**	**$11,683**
$ Increase / $ Decrease		**-**	**-$985**	**-$205**	**$1,788**
% Increase / % Decrease		**-**	**-10.0%**	**-2.1%**	**18.1%**

[1] *Takeover Fee applies to Cobra members only*

[2] *Monthly Premium includes fees based on a PEPM. P&A Group's per notice fee is captured in Annual Premium*

COBRA ADMINISTRATION PROPOSAL



Prepared for: City of Cocoa

P&A Group

17 Court Street, Suite 500
Buffalo, NY 14202

(800) 688-2611
www.padmin.com

ABOUT P&A GROUP



Since 1975, P&A Group has provided the highest quality assistance in the design, administration, and communication of employer sponsored benefit programs. P&A Group is a privately held corporation headquartered in Buffalo, NY.

While constantly enhancing and developing new technological features, P&A's commitment to providing a one-on-one customer experience remains first and foremost. P&A's proprietary technology allows client-specific customization that, when paired with knowledgeable account managers and customer service representatives, ensures seamless administration for the employer and plan participants.

LEGAL COMPLIANCE

Employers must meet the requirements of all COBRA regulations and maintain proper documentation that is required by the federal government. P&A Group's on-staff ERISA attorney and operations team ensures all aspects of COBRA administration are kept in compliance with IRS regulations. Additionally, P&A Group assumes 100% legal liability by holding the employer harmless in the event of litigation.

COBRA IMPLEMENTATION

- Dedicated implementation specialist (transferred to administrator within 180 days)
- Scheduled implementation meetings
- Integration with third-party enrollment/payroll providers
  - File layout will be determined by benefit plan design
- Carrier enrollment methods (determined by carrier(s))
  - Online portal
  - E-mail
  - Fax
  - Electronic file (fees may apply)
  - Mail

60 days

- P&A is notified by broker/client that case is sold for indicated effective date.
- Implementation meetings are scheduled.
- P&A assists client/broker in completing all paperwork.

45 days

- COBRA application and implementation requirements MUST be received at least 45 days in advance.
- P&A configures software to meet client specifications.

30 days

- On-staff ERISA attorney begins drafting services agreement.
- COBRA continuant data is provided to P&A.

15 days

- Updated file of COBRA continuants is sent to P&A.
- P&A mails COBRA welcome letter and invoices to continuants.

NOTIFICATIONS TO EMPLOYEES & COBRA CONTINUANTS

Introduction Letters to Current COBRA Continuants

Welcome letters and an invoice are mailed out to all current continuants introducing them to P&A and instructing the continuant to begin remitting all future payments to P&A Group.

Initial/General COBRA Notification to All Qualified Individuals

P&A prepares and mails an initial COBRA notification to all new enrolled employees notifying the employee of his/her COBRA rights as outlined in the current COBRA legislation.

Qualifying Event Notification

P&A mails a Qualifying Event notification and necessary COBRA enrollment package to qualifying beneficiaries.

P&A Group also performs the following functions as standrad procedures: follows up for incorrect addresses, sends additional notices to dependents living at different addresses, and archives proof of all of the above.

Hard copies and digital proof is retained for the amount of time mandated by all governmental compliance requirements.

State Extension Notices (if applicable)

P&A provides a state extension notice to the COBRA member whose Federally-mandated continuation coverage is due to expire with a reminder that the beneficiary has the right to additional continuation coverage under state law.

PROCESSING APPLICATIONS & ENROLLMENTS WITH CARRIERS



COBRA Carrier Notifications

Generally, the carrier will recognize P&A as the authorized party for communications and enrollment processes of the COBRA continuant.

As the third party administrator, P&A possesses the authority to process enrollments and terminations, and have all correspondence regarding COBRA continuants, directed to our attention.

P&A notifies the carrier(s) with any changes in enrollment status.

Processing COBRA Elections & Open Enrollment

After the qualifying event notice is mailed, P&A ensures the election is within the 60-day time frame mandated by COBRA regulations.

Upon receipt of the COBRA election, it is reviewed for accuracy and provides the continuant the proper 45 day time frame to submit premiums.

Upon premium payment, P&A enrolls continuant in the applicable coverage with insurance carrier(s).

P&A coordinates Open Enrollments with the employer on behalf of the COBRA continuants.

Cancellation with Carriers of COBRA Continuants for Past Due Accounts

P&A terminates coverage for non-payment of premiums, or by request from a COBRA continuant.

We notifies the carrier of the cancellation and effective date.

BILLING & REMITTANCE OF COBRA CONTINUANT PREMIUMS

Takeover of Current COBRA Continuants

- P&A agrees to administer COBRA elections, track eligibility, and bill monthly premiums for current continuants of the client.

Monthly Billing of COBRA Continuants

- P&A bills COBRA continuants on a monthly basis and will continue to bill until they elect to cancel, or are no longer eligible for continuation of coverage.

Late Notice Letters to COBRA Continuants

- On the 20th of each month, if a premium has not been received, a late notice is generated. It clearly states that if payment is not received, coverage will be cancelled.

Remittance of Premiums

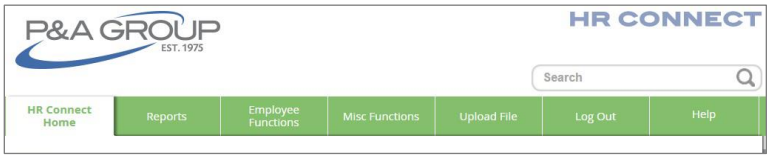
- All COBRA payments are remitted to P&A and deposited into a "Benefit Trust Account" through a lock-box system.
- On a monthly basis, **P&A will remit premiums directly to the client** for payment to the carrier(s).

Subsidies

- Client may notify P&A of any subsidies for continuants and any applicable start/end dates.
- P&A can accommodate percentages or fixed dollar amounts

EMPLOYER WEB PORTAL: HR CONNECT

P&A's employer portal, HR Connect, provides clients with convenient reporting capabilities right at their fingertips! HR personnel can easily perform the following functions in HR Connect:



Employer Functions

- Make employee changs
- Employee change history
- View COBRA payments
- File upload
- Employee benefits lookup
- Demographic changes
- View COBRA notices
- View enrollment status

On-Demand Reports

- ACA report
- Benefits paid detail
- Census
- Premium rates
- Notice history
- Participant detail
- Participant invoice
- Premium Remittance

EMPLOYEE WEB PORTAL: MY BENEFITS

COBRA participants have access to real-time information 24/7 through P&A's secure employee web portal, My Benefits. Participants can make payments and access all account information including:

- Enrolled plans
- Payment history
- Cancel benefits
- Eligibility dates
- HIPAA info/release form
- Make payment/sign up for recurring payments
- Open invoices
- FAQs



CUSTOMER SERVICE CENTER

- P&A's customer service representatives are located at P&A Headquarters in Buffalo, NY.
- Extended customer service hours: Monday - Friday, 8:30 am to 10:00 pm ET.
- Live online chat during customer service hours at www.padmin.com.
- English and Spanish speaking customer service representatives
- Contact Us button via www.padmin.com

CUSTOMER SERVICE STANDARDS

- Adhere to all HIPAA and privacy regulations
- Conduct quarterly internal audits to monitor the timeliness and accuracy of administration
- Adhere to a one business day turnaround time for all client and participant calls that require further attention
- Quality assurance
  - Call monitoring
  - Test environment
  - Data file integrity

COBRA ADMINISTRATION PLAN QUOTE

Client Name: City of Cocoa Date: 7/7/2020

INSTALLATION FEE	
One-time Installation Fee	**Renewal Fee**
~~$500~~ WAIVED – billed only once for initial plan setup	**No Renewal Fee!**

Installation Fees Include:

- ✓ System data entry
- ✓ Administrative guide to HR Connect
- ✓ Plan services agreement
- ✓ COBRA continuant notification
- ✓ Carrier contact/billing arrangement

NOTICE FEE
Initial notifications to newly eligible employees (new hires).....**$10/notice**
Qualifying event notifications (terminations).....**$20/notice**

- ✓ Initial (general) COBRA notifications
- ✓ Qualifying event notifications
- ✓ COBRA carrier notifications
- ✓ Applicable late notice letters to continuants
- ✓ Notice of early termination

Online reporting package

- ✓ Processing COBRA elections
- ✓ Monthly billing of current continuants
- ✓ Remittance of premiums to client
- ✓ Applicable cancellation with carriers
- ✓ Open Enrollment communication/processing for continuants ✓

P&A will retain the 2% administrative fee billed to continuants

COBRA Administration Includes:

OPTIONAL SERVICES & FEES

"Blanket" initial notices to currently enrolled employees	1-100 $5/notice; 101+ $3.25/notice
State continuation services	$125 per state (one-time)
Transfer to state continuation	$13 per continuant (one-time)
Certificate of Credible Coverage	$5 per certificate
Customized notices	Quoted upon request
Travel expenses	Quoted upon request
Customized reports	Quoted upon request

ADDITIONAL SERVICES

- Health Reimbursement Arrangements (HRA)
- Medical Expense Reimbursement Plans (MERP)
- Health Savings Accounts (HSA)
- Premium Only Plans (POP)
- Commuter Benefit Plans
- Wellness Plans
- Flexible Spending Accounts (FSA)
- Integrated/Retiree Billing Services
- Credit Style Cafeteria Plans
- Group Insurance Administration
- Specialized/Customized Employee Benefit Programs
- Retirement Plan Administration – 401(k), 403(b),

RETIREE/DIRECT BILLING



Prepared for: City of Cocoa

P&A Group
17 Court Street, Suite 500
Buffalo, NY 14202

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ABOUT P&A GROUP

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While constantly enhancing and developing new technological features, P&A's commitment to providing a one-on-one customer experience remains first and foremost. P&A's proprietary technology allows client-specific customization that, when paired with knowledgeable account managers and customer service representatives, ensures seamless administration for the employer and plan participants.

ADDITIONAL SERVICES

RETIREE/DIRECT BILLING IMPLEMENTATION

- Flexible Spending Accounts (FSA)
- Health Savings Accounts (HSA)
- Premium Only Plans (POP)
- Commuter Benefit Plans
- Wellness Plans
- COBRA Administration
- Credit Style Cafeteria Plans
- Group Insurance Administration
- Specialized/Customized Employee Benefit Programs
- Retirement Plan Administration – 401(k), 403(b), 457

- Dedicated implementation specialist (transferred to administrator within 180 days)
- Scheduled implementation meetings
- Integration with third-party enrollment/payroll providers
  – File layout will be determined by benefit plan design
- Determination of billing and remittance frequency
- Coverage termination policy

60 days

- P&A is notified by broker/client that case is sold for indicated effective date.
- Implementation meetings are scheduled as needed.
- P&A assists client/broker in completing all necessary paperwork.

45 days

- Retiree/direct bill application and implementation requirements MUST be received at least 45 days in advance.
- P&A configures software to meet client specifications.

30 days

- On-staff ERISA attorney begins drafting services agreement.
- Retiree/direct bill data is provided to P&A.

15 days

- Updated file of retiree/direct bill participants is sent to P&A.
- P&A mails welcome letter and invoices to retiree/direct bill participants.

RETIREE/DIRECT BILL ADMINISTRATION

A dedicated administrator is assigned and responsible for the day-to-day plan administration. You will have direct access to your administrator through personalized e-mail, phone and fax. Your administrator will also perform/ provide the following:

- Customized monthly invoice
- Collection of premiums

- Late notices
- Remittance of premiums
- Process coverage terminations
- Resolution to escalated matters
- Quality assurance

EMPLOYER WEB PORTAL: HR CONNECT

P&A's employer portal, HR Connect, provides clients with convenient reporting capabilities right at their fingertips! HR personnel can easily perform the following functions in HR Connect:

RETIREE/DIRECT BILL WEB PORTAL: MY BENEFITS

Retiree/direct bill participants have access to real-time information on a 24/7 basis through our secure employee web portal, My Benefits. Participants can access all account information, including:





Employer Functions

- Make changes
- Change history
- View retiree/direct bill payments
- File upload
- Retiree/direct bill benefits lookup
- Demographic changes
- View enrollment status

- Benefits paid detail
- Census
- Premium rates
- Participant detail
- Participant invoice
- Premium remittance

- Enrolled plans

- Payment history
- Eligibility dates
- Open invoices
- HIPAA Info/Release Form
- FAQs

Tools Available in My Benefits

- Cancel benefits
- Make payment/sign up for recurring payments

CUSTOMER SERVICE CENTER

- P&A's customer service representatives are located at P&A Headquarters in Buffalo, NY.
- Extended customer service hours: Monday - Friday, 8:30 am to 10:00 pm ET.
- Live online chat during customer service hours at www.padmin.com.
- English and Spanish speaking customer service representatives
- Contact Us button via www.padmin.com

CUSTOMER SERVICE STANDARDS

- Adhere to all HIPAA and privacy regulations
- Conduct quarterly internal audits to monitor the timeliness and accuracy of administration
- Adhere to a one business day turnaround time for all client and participant calls that require further attention
- Quality assurance
  - Call monitoring
  - Test environment
  - Data file integrity

RETIREE/DIRECT BILLING PLAN QUOTE

Client Name: City of Cocoa Date: 10/20/2020

ADMINISTRATIVE FEES	
Per Participant Per Month Fee	**Annual Minimum Fee**
$3.50	$1,000
Administrative fees are billed either monthly or annually (based on the pricing above,) whichever is greater.	

Administrative Fees Include:

- ✓ Collection of Premium
- ✓ Remittance of Premiums and Fees
- ✓ Data Management
- ✓ Open Enrollment Services
- ✓ Online HR Access Training
- ✓ Online HR Access/Administrative Guide
- ✓ Live Online Chat
- ✓ Employer/Employee Reporting Package

INSTALLATION FEES	
One-time Installation Fee	**Renewal Fee**
~~$500~~ WAIVED – billed only once for initial plan setup; assumes <10 carriers	**No Renewal Fee!**

Installation Fees Include:

- ✓ System Data Entry
- ✓ Administrative Guide to HR Connect
- ✓ Plan Services Agreement
- ✓ Carrier Contact/Billing Arrangement

OPTIONAL SERVICES (TO BE QUOTED UPON REQUEST)

- Collection of Invoices from Carriers
- Preparation of List Bill
- Reconciliation of Premium Invoices
- Medicare Tracking
- Medicare Packets

Legislation Details (With Text)

File #:	21-386	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Public Hearing
File created:	5/13/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Conduct final Public Hearing to approve the City of Cocoa's FY 2021/2022 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)...End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A-FINAL CDBG FY 21-22 Action Plan.docx Exhibit B-FINAL STATEMENT OF CDBG PROJECTS FOR FY 2021.docx Exhibit C-Florida Today Ad's.pdf Exhibit D-City Clerk Journal Page 4.pdf Exhibit E- Map of Cocoa.pdf Exhibit F-CRA Map 2021.pdf Exhibit G- Census Tracts Cocoa Map.pdf Exhibit H-Certifications.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 13, 2021
Agenda Date: May 25, 2021
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Conduct final Public Hearing to approve the City of Cocoa's FY 2021/2022 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director).

BACKGROUND:

The City of Cocoa anticipates receiving $175,249 in Community Development Block Grant (CDBG) funds and $81,562.93 in HOME grant funds for Fiscal Year 2021/2022 from the U.S. Department of Housing and Urban Development (HUD). The City receives HOME funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The overall purpose of the CDBG Program is the development of viable urban communities by providing quality housing, a suitable living environment and expanding economic opportunities principally for persons of low- and moderate income. Eligible activities include public services, public facilities and improvements, housing, code enforcement, clearance and demolition, economic development, acquisition, and disposition. At least 70% of all CDBG funds must be expended on program activities benefiting low- and moderate income persons. HOME Program funds can only be used for housing activities benefiting low- and moderate income persons.

Based on priorities and goals identified in the FY 2016/2020 Five-Year Consolidated Plan, the City of Cocoa developed a one-year Action Plan, which identifies community development projects that shall be undertaken between October 1, 2021 and September 30, 2022.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper summarizing the proposed projects and a 30 day public comment period. The 30 day public comment period began February 2, 2021 and ended on March 9, 2021. No comments have been received.

Projects were advertised with funding amounts of $172,703 for CDBG and $81,562.93 for HOME in accordance to Council's approved recommendations on March 9, 2021.

As of May 19, 2021 HUD provided a notice of a revised increase to the original allocation amount. The new allocation amount is $175,249. In accordance with HUD waivers, the City published a 3-day public comment period in the local paper on 21 May, 2021 to continue to provide reasonable notice and opportunities to citizens.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2021/2022

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$ 8,191
Central Brevard Sharing Center (*community kitchen)*	$ 8,096
Salvation Army (*meals in domestic violence shelter)*	$ 5,000
Family Promise of Brevard *(counseling to at-risk homeless families)*	$ 5,000
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan Guarantee	$113,913
ADMINISTRATION:	
CDBG Administration and Operational funds	$ 34,049
Fair Housing Education & Outreach	$ 1,000
TOTAL CDBG FUNDS:	**$175,249**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2021/2022

Housing: CHDO/Housing Activity	$73,406.64
HOME Administration and Operational funds	$ 6,060.12
HOME Administration County	$ 2,096.17
TOTAL HOME FUNDS:	**$81,562.93**

Staff is requesting Council hold the second and final public hearing on the proposed FY2021/2022 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent

certifications and agreements.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

None, these funds will be budgeted in the FY2020/2021 budget.

PREVIOUS ACTION:

Held Public Hearing on March 9, 2021 to obtain the views of citizens on housing and community development needs; Council approved recommendations on FY 2020/2021 CDBG and HOME Program funding; and approved notice to solicit public comment and notice of final Public Hearing.

RECOMMENDED MOTION:

Conduct final Public Hearing to approve the City of Cocoa FY 2021/2022 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

Florida Today Ad's

AD 1 - 2/2/21

NOTICE OF PUBLIC HEARING
CITY OF COCOA

The City of Cocoa anticipates receiving approximately $175,663 in Community Development Block Grant (CDBG) funds and approximately $85,363.76 in HOME Investment Partnership funds for Program Year 2021-2022. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, public facilities and improvements, or demolition and clearance.

The Cocoa City Council will hold a public hearing on Tuesday, March 9, 2021 at 6:00 pm in the Council Chambers, located at 65 Stone Street to obtain citizen input and comments on housing and community development needs and to approve recommendations on FY 2021-2022 CDBG and HOME program funding.

Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ibis Berardi, Housing Program Manager at the City of Cocoa at (321) 433-8520 within 48 weekday hours of the hearing. Written comments must be submitted in person or by mail. Oral comments will also be accepted at the public hearing.

AD 2 - 4/22/21

Ad#4697893 04/22/2021

NOTICE OF PUBLIC HEARING
CITY OF COCOA'S PROGRAM YEAR 2021/2022
CDBG & HOME ACTION PLAN PROPOSED FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive $172,703 in Community Development Block Grant (CDBG) Entitlement funds and $81,562.93 in HOME Investment Partnership funds for Program Year 2021-2022. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, repayment of Section 108 Loan guarantee, public facilities and improvements, or demolition and clearance. In addition, the Consolidated Plan allows jurisdictions to develop strategies for a five (5) year period, using combined funding sources, to address housing and community needs. The Cocoa City Council will hold a second and final public hearing on Tuesday, May 25, 2021 at 6:00 pm in Council Chambers, located at 65 Stone Street to make available for final comments on the final statement of objectives and projected use of funds for program year 2021-2022 Action Plan.
The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2021-2022

PUBLIC SERVICES:	
Community Services Council (meals on wheels & seniors at lunch)	$8,000
Central Brevard Sharing Center (community kitchen)	$7,905
Salvation Army (meals in domestic violence shelter)	$5,000
Family Promise of Brevard (counseling to at-risk homeless families)	$5,000
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan Guarantee	$112,258
ADMINISTRATION:	
CDBG Administration and Operational funds	$33,540
Fair Housing Education & Outreach	$1,000
TOTAL CDBG FUNDS	$172,703

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR PROGRAM YEAR 2021-2022

HOUSING: CHDO/Housing Activity	$73,406.64
HOME Administration and Operational funds	$6,060.12
HOME Administration County	$2,096.17
TOTAL HOME FUNDS	$81,562.93

Final CDBG & HOME allocations have been awarded and project funding has been adjusted based on final grant allocation.

Copies of the City of Cocoa's 2021-2022 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS are available by email request to iberardi@cocoafl.org or by calling (321) 433-8520. All citizens are invited and encouraged to make written comments beginning April 22, 2021 through May 25, 2021 at 12pm. The final public hearing is scheduled for Tuesday, May 25, 2021, located at 65 Stone Street, Cocoa, FL 32922. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ibis Berardi at the City of Cocoa at (321) 433-8520 within 72 weekday hours of the hearing.

AD#4744291 05/21/2021

NOTICE OF PUBLIC HEARING
CITY OF COCOA'S PROGRAM YEAR 2021/2022
CDBG & HOME ACTION PLAN PROPOSED FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive $175,249 in Community Development Block Grant (CDBG) Entitlement funds and $81,562.93 in HOME Investment Partnership funds for Program Year 2021-2022. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, repayment of Section 108 Loan guarantee, public facilities and improvements, or demolition and clearance. In addition, the Consolidated Plan allows jurisdictions to develop strategies for a five (5) year period, using combined funding sources, to address housing and community needs. The Cocoa City Council will hold a second and final public hearing on Tuesday, May 25, 2021 at 6:00 pm in Council Chambers, located at 65 Stone Street to make available for final comments on the final statement of objectives and projected use of funds for program year 2021-2022 Action Plan.
The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2021-2022

PUBLIC SERVICES:	
Community Services Council *(meals on wheels & seniors at lunch)*	$8,191
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CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan Guarantee	$113,913
ADMINISTRATION:	
CDBG Administration and Operational funds	$34,049
Fair Housing Education & Outreach	$1,000
TOTAL CDBG FUNDS	$175,249

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR PROGRAM YEAR 2021-2022

HOUSING: CHDO/Housing Activity	$73,406.64
HOME Administration and Operational funds	$6,060.12
HOME Administration County	$2,096.17
TOTAL HOME FUNDS	$81,562.93

Final CDBG & HOME allocations have been awarded and project funding has been adjusted based on final grant allocation.

Copies of the City of Cocoa's 2021-2022 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS are available by email request to iberardi@cocoafl.org or by calling (321) 433-8520. All citizens are invited and encouraged to make written comments beginning May 21, 2021 through May 25, 2021 at 12pm. The final public hearing is scheduled for Tuesday, May 25, 2021 at 6:00 pm, located at 65 Stone Street, Cocoa, FL 32922. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ibis Berardi at the City of Cocoa at (321) 433-8520 within 72 weekday hours of the hearing.

AD 3 - 5/21/21

1. Approve a Resolution for FY21, Updating the Utility Handbook's Policies (1000.3) and including Schedule A (1001A.FY21): Water, Sewer and Reclaimed Utility Rates, Fees and Charges and Schedule B (1001B.FY21): Miscellaneous Rates, Fees and Charges, Effective April 1, 2021; and including an annual 4% automatic increase to the rates, fees and charges set forth on Schedule A commencing on October 1, 2021 and each October 1 thereafter through the rate increase on October 1, 2025 subject to the City Council's annual review and authority to suspend or reduce said automatic annual increase. (21-185). (Finance Director)

    - **Approved. Resolution to be executed and distributed as necessary.**

2. Pass on 2nd Reading: Ordinance 01-2021, amending the Future Land Use Map designation of one (1) parcel totaling 0.6 acres from Brevard County "Community Commercial" to City of Cocoa "Industrial". (21-153). (Community Services Director)

    - **Ordinance No. 01-2021 Approved on Second and Final Reading, to be executed and distributed as necessary.**

3. Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2021-2022 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 25, 2021. (21-166). (Community Services Director)

    - **Approved.**

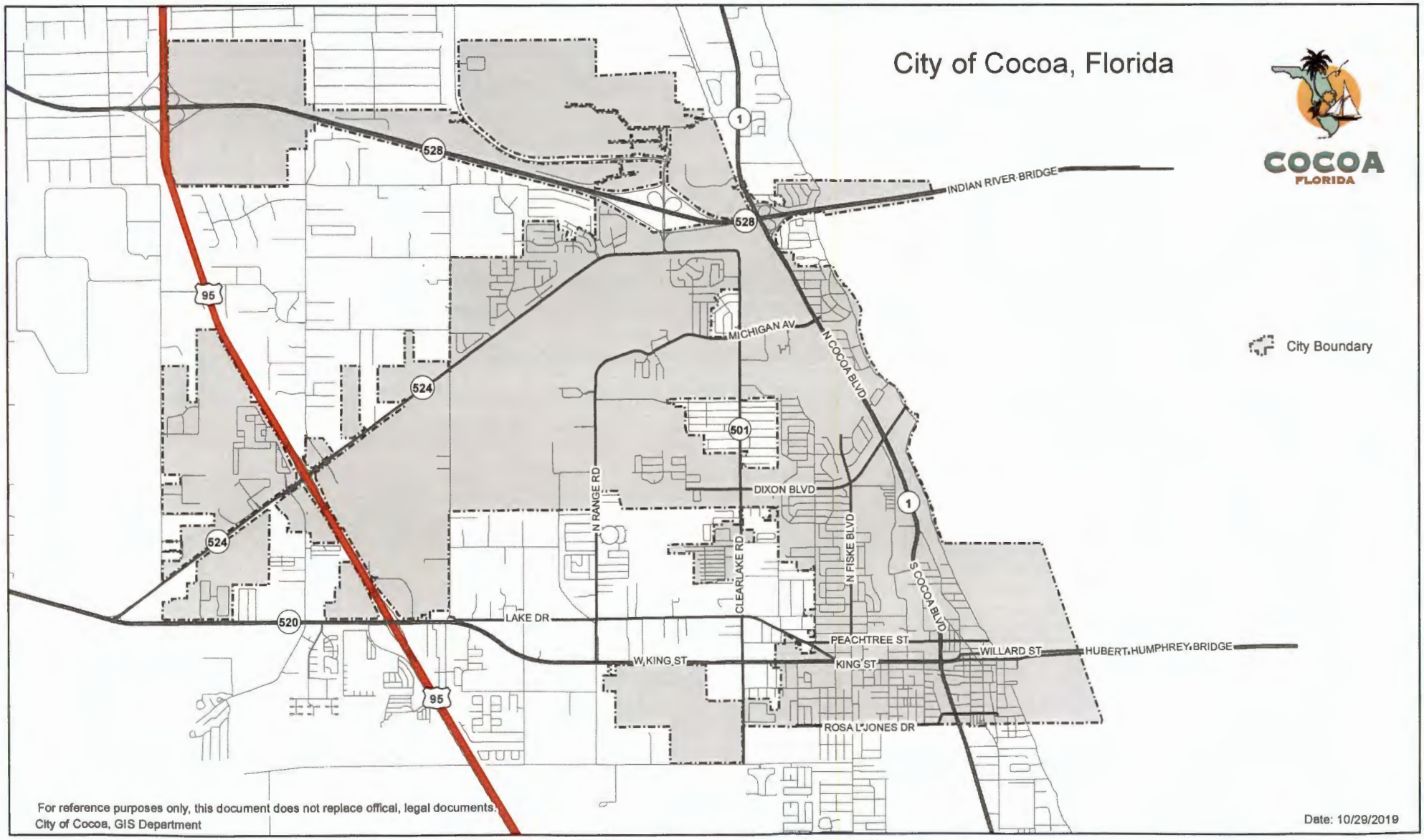
VIII. City Business:

1. Award Bid No. B-21-07-COC, Dyal Groundwater Filter #2 IMS Cap and Media Replacement, Project No. WS19FR, to Elenis Contracting, LLC, of Campbell, Ohio, in the Amount of $256,013; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $25,602 (10% of the contract amount), for a Total Project Cost of $281,615; To Approve a Resolution Amending the FY2021 Budget, BAF #21-053-A; and To Authorize the City Manager to Execute the Contract. (21-156). (Utilities Director)

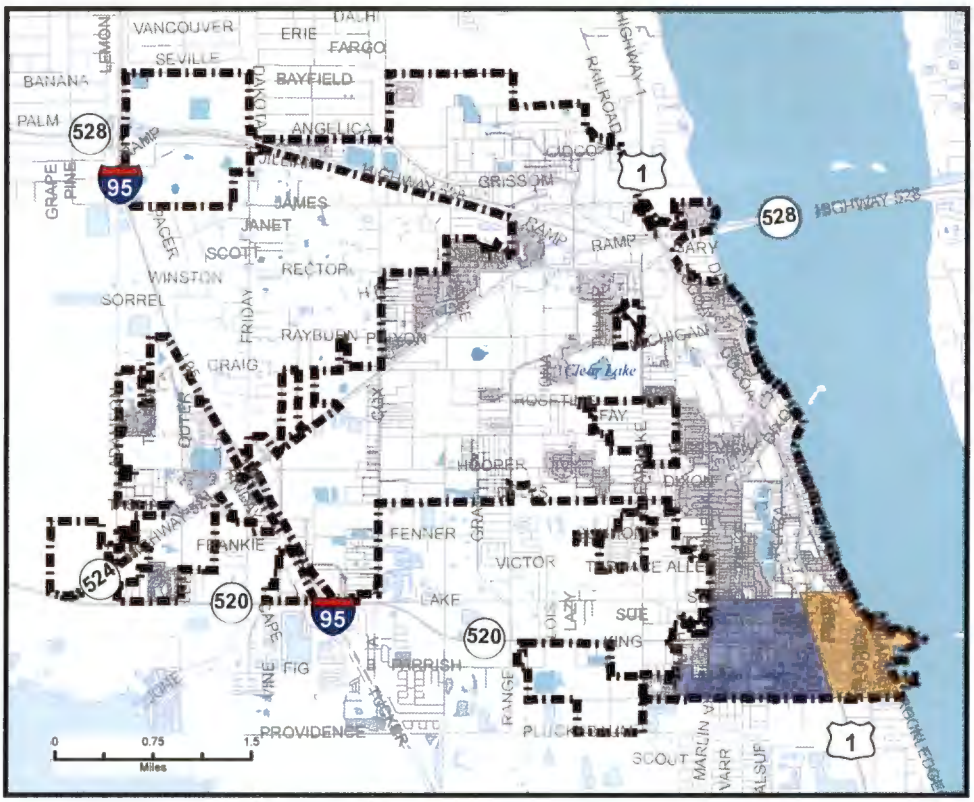
    - **Approved. Resolutions, Budget Amendment and Contract to be executed and distributed as necessary.**

Multi-Year Contracts:

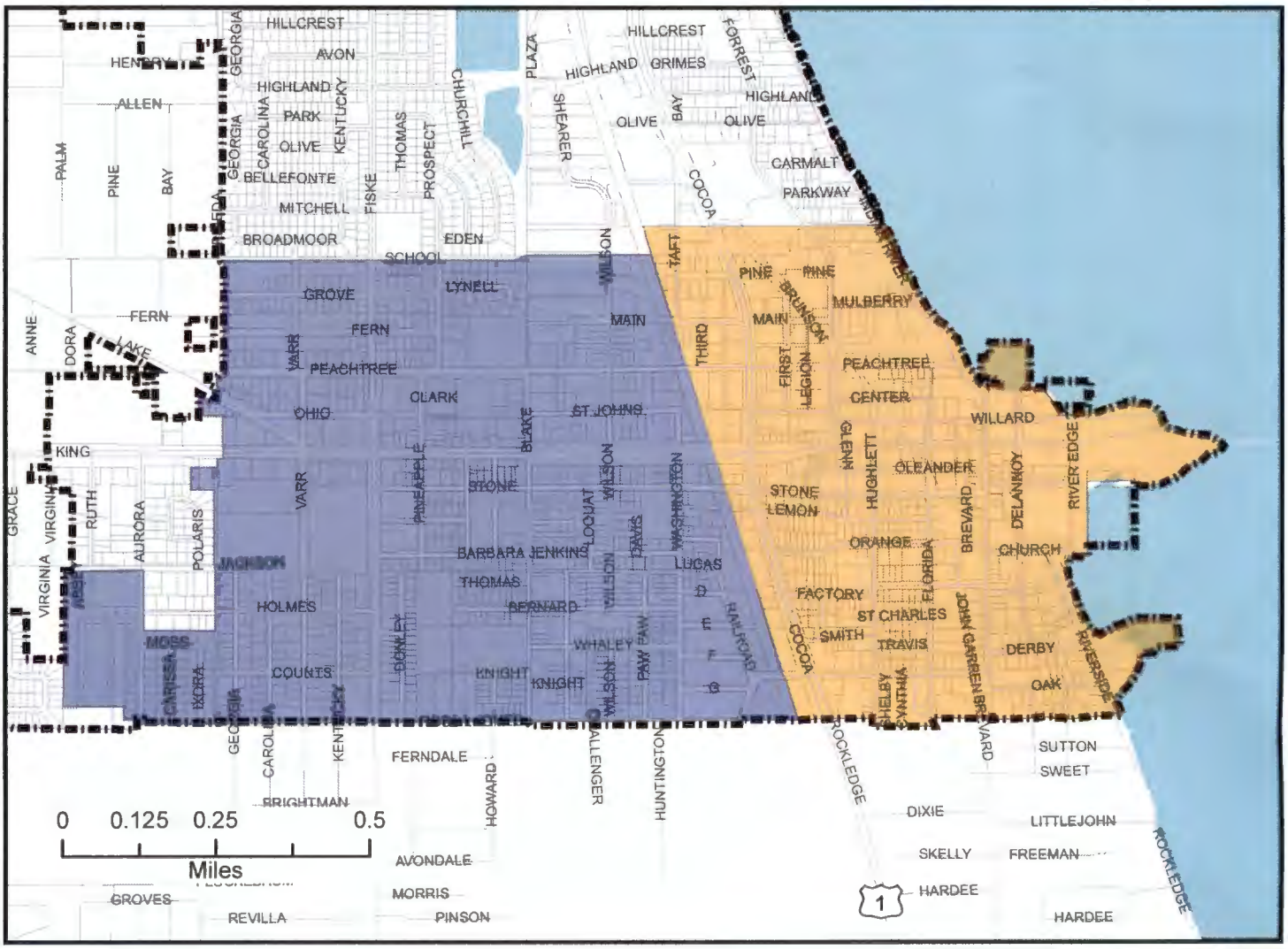
- **None.**


City of Cocoa, Florida
COCOA
FLORIDA
City Boundary
INDIAN RIVER BRIDGE
HUBERT HUMPHREY BRIDGE
MICHIGAN AV
DIXON BLVD
LAKE DR
W KING ST
KING ST
PEACHTREE ST
WILLARD ST
ROSA L JONES DR
N RANGE RD
CLEARLAKE RD
N FISKE BLVD
N COCOA BLVD
S COCOA BLVD
528
95
524
520
501
1
For reference purposes only, this document does not replace offical, legal documents.
City of Cocoa, GIS Department
Date: 10/29/2019

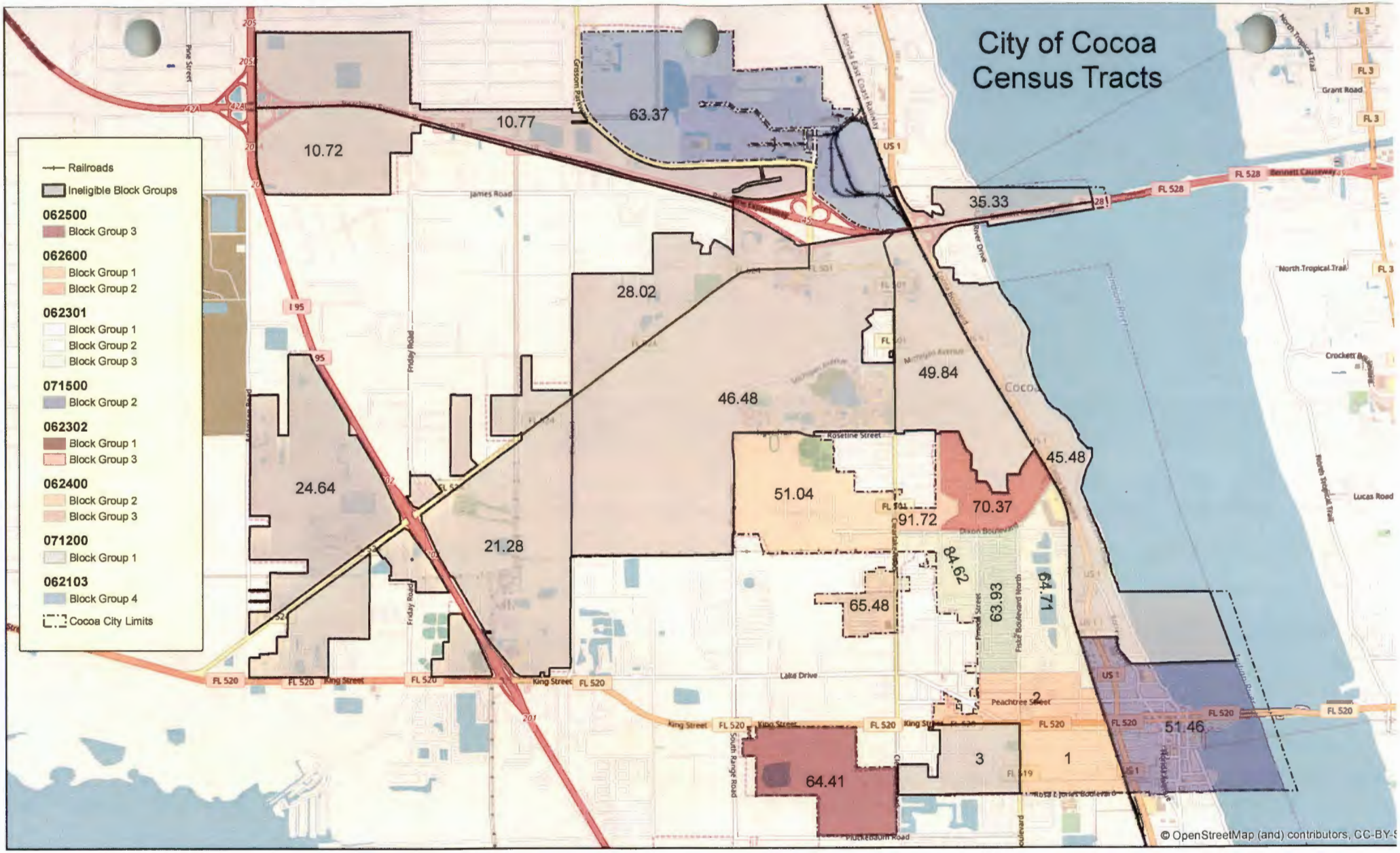
City of Cocoa Community Redevelopment Areas (CRA) Sept. 24, 2020



Cocoa CRA
Diamond Square CRA
City Parcels
Waterbodies
City of Cocoa



This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2020 ae


City of Cocoa
Census Tracts
Railroads
Ineligible Block Groups
062500
Block Group 3
062600
Block Group 1
Block Group 2
062301
Block Group 1
Block Group 2
Block Group 3
071500
Block Group 2
062302
Block Group 1
Block Group 3
062400
Block Group 2
Block Group 3
071200
Block Group 1
062103
Block Group 4
Cocoa City Limits
10.72
10.77
63.37
35.33
28.02
46.48
49.84
45.48
24.64
21.28
51.04
91.72
70.37
84.62
63.93
64.71
65.48
64.41
51.46
1
2
3
I 95
US 1
FL 520
FL 528
King Street
James Road
Friday Road
Rosetine Street
Dixon Boulevard
Peachtree Street
Lake Drive
Florida East Coast Railway
Grant Road
North Tropical Trail
Lucas Road
Bennett Causeway
Pluckebaum Road
South Range Road
© OpenStreetMap (and) contributors, CC-BY-S

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier: B-21-MC-120003

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Cocoa

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000292

* c. Organizational DUNS: 0791956080000

d. Address:

* Street1: 65 Stone Street
Street2:
* City: Cocoa
County/Parish: Brevard
* State: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 32922-7982

e. Organizational Unit:

Department Name: Community Services

Division Name: Housing & Neighborhood Service

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.
* First Name: Nancy
Middle Name: Ann
* Last Name: Bunt
Suffix:

Title: Community Services Director

Organizational Affiliation: City of Cocoa

* Telephone Number: (321) 433-8511
Fax Number: (321) 433-8543

* Email: nbunt@cocoafl.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

City of Cocoa

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Blolck Grant (CDBG) Entitlement Grant

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

This CDBG application includes administration; fair housing testing, training & outreach, public services; and public facilities and improvements

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 15 * b. Program/Project: 15

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/1/21 * b. End Date: 9/30/22

18. Estimated Funding ($):

* a. Federal	175,249.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	175,249.00
* g. TOTAL	

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [x] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.**

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [x] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Michael
Middle Name:	Cavis
* Last Name:	Blake
Suffix:	
* Title:	Mayor
* Telephone Number:	(321) 433-8488
Fax Number:	(321) 433-8498
* Email:	mblake@cocoafl.org
* Signature of Authorized Representative:	
* Date Signed:	

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Cocoa	

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

_____ _____

Signature of Authorized Official Date

Mayor

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2021 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

Mayor

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Legislation Details (With Text)

File #:	21-388	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	5/14/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approval of a Final Subdivision known as Adamson Creek Phase One-C consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, with conditions. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Final Subdivision Plat - Adamson Creek 1C.pdf Exhibit B - Opinion of Title - Adamson 1C.pdf Exhibit C - Location Map.pdf Legal Ad Proof - Adamson Creek 1C.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 17, 2021
Agenda Date: May 25, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of a Final Subdivision known as Adamson Creek Phase One-C consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, with conditions.

BACKGROUND:

The subject properties are located on the east side of Adamson Road and to the east of the previously developed phases 1A and 1B. (Exhibit C - Location Map) Phase 1C includes three (3) parcels of land identified by the Brevard County Property Appraiser as: 24-35-22-25-3, 24-35-22-00-257, and 24-35-22-00-10.

The Adamson Creek subdivision project was first developed as a Planned Unit Development (PUD) in 2005 consisting of 431 single-family homes on 178 acres with 44 acres of open space and amenities. Phase 1 was approved and recorded in 2006. Due to a slowdown in the market triggered by the recession, Phase1 was later broken down into 3 phases (1A, 1B and 1C) of which Phase 1A was recorded in 2007 with 154 single-family homes.

On October 13, 2015 the City approved a Preliminary Subdivision for Phases 1B and 1C. The site work did not occur within the 1 year timeframe that the application was valid for. The property changed hands in April 2016 and again in January 2018 when the present owners, DR Horton, Inc.,

purchased the property. They resubmitted the subdivision for Phase 1B which was recorded on August 29, 2019 with 94 single-family homes.

This application includes Phase 1C from the original Phase 1 along with an additional parcel of land containing 14.3 acres that was originally known as Phase 3. On October 13, 2020 the City approved with conditions a Preliminary Subdivision for Phase 1C with 155 single-family homes. Revised plans were submitted to the City on October 23, 2020 and subsequent review determined that the conditions were deemed to have been met.

In addition to the Preliminary Subdivision approval on October 13, 2020, several other approvals were granted including: Amendment to a previously approved PUD, a rezoning (Ordinance 15-2020) for one parcel mentioned above and a revised 5th Modification for the PUD amenities listing all amenities in phases 1A, 1B and 1C along with completion timeframes. Two of the larger amenity's tracts (Tract M and Tract L) are physically located in phase 1A but were allowed to be constructed once the developer began phase 1C.

Project Details:
This Phase 1C of the project contains 62.4 acres overall, with 55.55 acres of developable land (streets, houses, stormwater ponds and amenities) and 6.85 acres of wetland area and related buffer zone in Tract V. This phase will include 155 single-family homes on two streets wrapping around a stormwater pond in Tract H, which will be stocked with fish and have a dock/viewing platform along the west side. Also provided in this phase are a 10-station fitness course along a walking trail that runs the length of the west side of the stormwater pond in Tract I, an observation deck at the north end of the stormwater pond in Tract I, and a new walking trail around the south, east and north sides of Tract I. Three new tracts have been created: M-1 is open space, V is an area of wetlands, and W which is behind the lift station on Tract U.) (Exhibit A - Adamson 1C Final Plat)

Future Land Use Designation: VLDR (Very Low Density Residential) and Conservation

Zoning District: PUD (Planned Unit Development)

Existing Land Use: Vacant Land

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Des	Zoning Districts	Land Uses
North	RES 2 (Brevard Coun	AU and RR1 (Brevard County)	Single-Family Residential and Vacant Land
South	Low Density Resident Conservation (City)	PUD (City)	Single-Family Residential (Adamson Creek Phase 1A)

East	Low Density Resident Conservation (City)	PUD (City) and GU (Brevard County)	Single-Family Residence and Vacant Land (Adamson Creek Phase 1C)
West	RES 2 and PUB (Brev	GML(H) (Brevard County)	Single-Family Residential and Vacant Land (Brevard County Land Fill)

I. Final Subdivision Analysis

Consistency with Code of the City of Cocoa
The submitted application and plat have been reviewed by the Planning & Zoning Manager and/or staff, the Assistant City Attorney and the Bussen-Mayer Engineering Group on behalf of the City for consistency with Chapter 18 Subdivisions of the City of Cocoa Code and with Appendix A Zoning of the City of Cocoa Code and found to be in substantial compliance.

The majority of the lots created by this subdivision are 50 feet in width and 120 feet in depth which equates to 6,000 sq.ft. of lot area. Lots on roadway curves are allowed a minimum width of 25 feet, and corner lots are required to be 15% larger than interior lots. This subdivision plat meets these requirements. There is no minimum lot size under PUD zoning. Minimum setbacks and distance separation between structures will be addressed when a building permit is applied for.

The city's surveyor has approved the plat and has no further comments.

The applicant has provided an engineer's cost estimate for all site work yet to be completed, however staff are still reviewing the estimate. A performance bond in an amount of one hundred and ten percent (110%) of the construction cost estimate for the unfinished portion of the required improvements will be required prior to recording of the final plat.

Consistency with Comprehensive Plan Policies and Objectives

Policy 1.1.10.3: Innovative land use development patterns, including PUDs and Cluster Zoning shall be permitted and encouraged in appropriate areas, as defined in the land development regulations.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On September 2, 2020, the Planning & Zoning Board recommended approval of this item and at the same time approved a Large Scale Site Plan for this project with the following condition:

1. The Large-Scale Site Plan shall not be effective until and unless the Final PUD/Preliminary Subdivision has been approved by City Council.

On October 13, 2020, the City Council approved the Preliminary Subdivision for this project with conditions which have since been met.

RECOMMENDED MOTION:

Approval of a Final Subdivision known as Adamson Creek Phase One-C consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code and with the following conditions:

- The final plat shall be recorded with the Clerk of the Circuit Court of Brevard County within 30 days of approval by City Council.
- A performance bond in an amount of one hundred and ten percent (110%) of the construction cost estimate approved by the City Manager or his designee for the unfinished portion of the required improvements will be required prior to recording of the final plat.

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ADAMSON CREEK PHASE ONE-C

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT NOTES:

1. BEARING REFERENCE: ASSUMED BEARING OF N00°16'59"E ON THE WEST LINE OF TRACT 3, ADAMSON CREEK PHASE ONE-A, RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(8) AND 177.091(9).
3. LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.
4. ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
5. THE FOLLOWING EASEMENTS ARE HEREBY DEDICATED:
   a. A PUBLIC EASEMENT 10.00 FOOT WIDE, ACROSS THE FRONT OF ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE PRIVATE ROAD RIGHTS-OF-WAY DEDICATED BY THIS PLAT, IS RESERVED FOR THE INSTALLATION OF FLORIDA POWER AND LIGHT (FP&L) FACILITIES, POTABLE WATER, RECLAIMED WATER, PRIVATE DRAINAGE, AND OTHER PUBLIC UTILITIES UNLESS OTHERWISE NOTED.
   b. A 5.00 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE REAR AND SIDES OF EACH LOT. IN THE EVENT THAT ONE OR MORE LOTS, OR PARTS OF ONE OR MORE LOTS ARE USED AS A SINGLE BUILDING SITE, ONLY THE EXTERIOR BOUNDARIES OF THE BUILDING SITE SHALL CARRY THE SIDE EASEMENTS.
   c. AN EASEMENT TO THE CITY OF COCOA AND BREVARD COUNTY FOR EMERGENCY ACCESS AND MAINTENANCE OVER ALL PRIVATE ROAD RIGHTS-OF-WAY, PRIVATE DRAINAGE EASEMENTS AND STORM WATER MANAGEMENT TRACTS.
   d. AN EASEMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION OVER AND ACROSS THE PRIVATE RIGHTS-OF-WAY OF TALBOT BOULEVARD AND MORELY DRIVE FOR EMERGENCY ACCESS TO THE STORMWATER POND LOCATED WITHIN TRACT I IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMENDED STIPULATED ORDER OF TAKING NUNC PRO TUNC AND FINAL JUDGEMENT RECORDED IN OFFICIAL RECORDS BOOK 5842, PAGE 3822, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
   e. AN EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT OVER ALL PRIVATE ROAD RIGHTS-OF-WAY, DRAINAGE EASEMENTS AND TRACTS FOR ACCESS TO ADJOINING CONSERVATION TRACTS AND CONSERVATION EASEMENTS.
6. ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL HOMEOWNER TO MAINTAIN SAID PRIVATE DRAINAGE WITHIN THEIR HOME SITE. THIS DOES NOT INCLUDE DRAINAGE PIPES WITHIN THE PRIVATE DRAINAGE EASEMENTS AS SHOWN HEREON.
8. THE PRIVATE DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND ACCESS TO THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.
9. WHERE PRIVATE SIDEWALKS ARE LOCATED WITHIN LOTS OR TRACTS SHOWN HEREON, SUCH LOTS AND TRACTS SHALL BE SUBJECT TO A PRIVATE SIDEWALK EASEMENT HEREBY DEDICATED TO ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. TO ACCOMMODATE SUCH SIDEWALK, FOR THE SOLE PURPOSE OF MAINTAINING AND REPAIRING THE PRIVATE SIDEWALKS WITHIN SAID PRIVATE SIDEWALK EASEMENTS.
10. TRACT H AND TRACT I ARE HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES.
11. TRACT M-1 IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR DRAINAGE, OPEN SPACE AND RECREATION AMENITIES.
12. TRACT N IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR UTILITIES, OPEN SPACE AND RECREATION AMENITIES.
13. TRACT O IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR DRAINAGE, UTILITIES, OPEN SPACE AND RECREATION AMENITIES.
14. TRACT W IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR OPEN SPACE AND RECREATION AMENITIES.
15. TRACT U IS HEREBY DEDICATED TO THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. FOR A SANITARY SEWER LIFT STATION. THIS TRACT IS INTENDED TO BE CONVEYED TO BREVARD COUNTY BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. FOR THE OPERATION, MAINTENANCE, AND ACCESS TO THE SANITARY SEWER LIFT STATION. UPON TRANSFER OF THIS TRACT TO BREVARD COUNTY, THEY SHALL NO LONGER BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS PLAT. IN THE EVENT THAT OWNERSHIP OF THIS TRACT IS NOT TRANSFERRED TO BREVARD COUNTY, IT SHALL BE OWNED AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC..
16. TRACT V IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY, THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE CONSERVATION OF PRESERVED WETLANDS AND UPLANDS AND PASSIVE RECREATIONAL USE. NO ALTERATION OR FILLING IS ALLOWED IN TRACT V. TRACT V IS SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUTES.
17. THE PRIVATE RIGHTS-OF-WAY FOR TALBOT BOULEVARD AND MORELY DRIVE ARE HEREBY DEDICATED TO THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. FOR PRIVATES ROADS, AND ARE SUBJECT TO A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR USE BY THE OWNERS OF THE LOTS PLATTED HEREIN, THEIR GUESTS AND INVITEES, ALL PRIVATE AND PUBLIC AGENCIES PROVIDING MAIL DELIVERY, UTILITY SERVICES, PUBLIC SAFETY AND LAW ENFORCEMENT SERVICES AND GOVERNMENTAL SERVICES TO THE LANDS PLATTED HEREIN, PROVIDED FURTHER THAT A NON-EXCLUSIVE EASEMENT OVER, UNDER, ACROSS AND THROUGH SAID PRIVATE RIGHTS-OF-WAY IS DEDICATED TO ALL PUBLIC UTILITY PROVIDERS, INCLUDING BUT NOT LIMITED TO CABLE TELEVISION SERVICE PROVIDERS, FOR THE INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF THEIR RESPECTIVE FACILITIES WHICH PROVIDE SERVICE TO THE LANDS PLATTED HEREIN.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN FIFTH MODIFICATION TO ADAMSON CREEK BINDING DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
19. THIS PLAT IS SUBJECT TO THE RESTRICTIONS, RESERVATIONS AND COVENANTS AS SHOWN ON THE PLAT OF ADAMSON CREEK PHASE ONE-A, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA



KEY MAP
N.T.S.



LOCATION MAP
NTS

DESCRIPTION OF ADAMSON CREEK PHASE ONE-C

TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95, ALL BEING IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 3 AND RUN N89°54'29"E ALONG THE NORTH LINE OF SAID TRACT 3 AND THE NORTH LINE OF SAID PARCEL 4, A DISTANCE OF 646.75 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4 AND A NON-TANGENT INTERSECTION WITH THE CURVED WEST BOUNDARY OF TRACT S OF SAID ADAMSON CREEK PHASE ONE-A, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT S); THENCE ALONG THE WEST LINE OF SAID TRACT S THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES; (1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 5929.58 FEET, A CENTRAL ANGLE OF 2°24'50", A CHORD BEARING OF S24°45'17"E AND A CHORD LENGTH OF 249.79 FEET), A DISTANCE OF 249.81 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; (2) THENCE S89°54'29"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 81.82 FEET; (3) THENCE S00°16'59"W, A DISTANCE OF 143.93 FEET; (4) THENCE S07°22'26"E, A DISTANCE OF 42.82 FEET; (5) THENCE S24°41'05"E, A DISTANCE OF 42.91 FEET; (6) THENCE S41°49'05"E, A DISTANCE OF 44.27 FEET; (7) THENCE S45°59'00"E, A DISTANCE OF 310.00 FEET; (8) THENCE S46°35'43"E, A DISTANCE OF 51.50 FEET; (9) THENCE S42°35'28"E, A DISTANCE OF 58.27 FEET; (10) THENCE S37°36'39"E, A DISTANCE OF 58.27 FEET; (11) THENCE S32°37'51"E, A DISTANCE OF 58.27 FEET; (12) THENCE S27°39'03"E, A DISTANCE OF 58.27 FEET; (13) THENCE S22°40'15"E, A DISTANCE OF 58.27 FEET; (14) THENCE S17°41'27"E, A DISTANCE OF 58.27 FEET; (15) THENCE S12°42'39"E, A DISTANCE OF 58.27 FEET; (16) THENCE S07°43'51"E, A DISTANCE OF 58.27 FEET; (17) THENCE S02°45'02"E, A DISTANCE OF 58.27 FEET; (18) THENCE S00°59'32"W, A DISTANCE OF 50.97 FEET; (19) THENCE S00°19'09"W, A DISTANCE OF 64.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT S; THENCE S89°40'51"E ALONG THE SOUTH LINE OF SAID TRACT S, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°53'14"E, ALONG THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 1081.98 FEET TO A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S30°19'39"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 113.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95; THENCE S30°19'39"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1081.98 FEET TO A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S00°19'09"W ALONG SAID EAST LINE, A DISTANCE OF 390.07 FEET TO SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S89°52'00"W ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 664.77 FEET TO THE SOUTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 AND A POINT ON THE BOUNDARY LINE OF SAID TRACT 3; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 3 THE FOLLOWING SEVENTY (70) COURSES AND DISTANCES; (1) THENCE S00°19'09"W, A DISTANCE OF 1334.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; (2) THENCE N89°58'23"W, A DISTANCE OF 16.92 FEET; (3) THENCE N08°53'29"W, A DISTANCE OF 73.91 FEET; (4) THENCE N07°14'12"E, A DISTANCE OF 99.37 FEET; (5) THENCE N64°31'19"W, A DISTANCE OF 77.11 FEET; (6) THENCE S57°14'18"W, A DISTANCE OF 145.00 FEET; (7) THENCE S62°29'02"W, A DISTANCE OF 49.23 FEET; (8) THENCE S78°10'44"W, A DISTANCE OF 10.88 FEET; (9) THENCE N00°54'03"E, A DISTANCE OF 21.33 FEET; (10) THENCE N34°36'56"E, A DISTANCE OF 63.39 FEET; (11) THENCE N44°38'20"E, A DISTANCE OF 148.87 FEET; (12) THENCE N03°54'50"E, A DISTANCE OF 216.82 FEET; (13) THENCE N05°18'23"E, A DISTANCE OF 243.14 FEET; (14) THENCE N13°52'57"W, A DISTANCE OF 109.98 FEET; (15) THENCE N23°00'03"W, A DISTANCE OF 323.75 FEET; (16) THENCE N10°39'59"E, A DISTANCE OF 47.82 FEET; (17) THENCE N21°20'41"E, A DISTANCE OF 58.17 FEET; (18) THENCE N46°31'35"E, A DISTANCE OF 68.69 FEET; (19) THENCE N34°46'00"E, A DISTANCE OF 77.57 FEET; (20) THENCE N37°07'27"W, A DISTANCE OF 56.20 FEET; (21) THENCE N66°26'23"W, A DISTANCE OF 39.14 FEET; (22) THENCE N55°56'01"W, A DISTANCE OF 34.89 FEET; (23) THENCE N18°22'07"W, A DISTANCE OF 64.70 FEET; (24) THENCE N19°23'46"W, A DISTANCE OF 64.50 FEET; (25) THENCE N29°05'29"W, A DISTANCE OF 13.86 FEET; (26) THENCE N21°27'53"E, A DISTANCE OF 42.16 FEET; (27) THENCE N24°24'06"W, A DISTANCE OF 68.00 FEET; (28) THENCE N10°43'08"W, A DISTANCE OF 85.75 FEET; (29) THENCE N17°03'09"W, A DISTANCE OF 43.86 FEET; (30) THENCE N22°25'29"E, A DISTANCE OF 46.95 FEET; (31) THENCE N43°56'57"W, A DISTANCE OF 64.25 FEET; (32) THENCE N04°08'44"W, A DISTANCE OF 76.26 FEET; (33) THENCE N26°51'50"E, A DISTANCE OF 40.59 FEET; (34) THENCE N05°22'29"E, A DISTANCE OF 68.44 FEET TO THE SOUTHEAST CORNER OF TRACT M OF SAID ADAMSON CREEK PHASE ONE-A; (35) THENCE CONTINUE N05°22'29"E, A DISTANCE OF 78.28 FEET; (36) THENCE N30°19'31"W, A DISTANCE OF 176.97 FEET; (37) THENCE N16°17'17"W, A DISTANCE OF 74.28 FEET; (38) THENCE N05°06'44"W, A DISTANCE OF 70.34 FEET; (39) THENCE N01°33'15"E, A DISTANCE OF 54.19 FEET; (40) THENCE N00°19'09"E, A DISTANCE OF 308.03 FEET; (41) THENCE N32°30'23"W, A DISTANCE OF 34.60 FEET; (42) THENCE S57°29'37"W, A DISTANCE OF 21.75 FEET; (43) THENCE S62°13'24"W, A DISTANCE OF 55.19 FEET; (44) THENCE S64°10'33"W, A DISTANCE OF 55.38 FEET; (45) THENCE S60°13'10"W, A DISTANCE OF 51.18 FEET; (46) THENCE S55°43'48"W, A DISTANCE OF 47.85 FEET; (47) THENCE S50°48'57"W, A DISTANCE OF 47.85 FEET; (48) THENCE S45°54'05"W, A DISTANCE OF 47.85 FEET; (49) THENCE S40°59'13"W, A DISTANCE OF 47.85 FEET; (50) THENCE S36°04'22"W, A DISTANCE OF 47.85 FEET; (51) THENCE S33°22'16"W, A DISTANCE OF 49.85 FEET; (52) THENCE S33°21'57"W, A DISTANCE OF 50.00 FEET; (53) THENCE N56°43'06"W, A DISTANCE OF 120.00 FEET; (54) THENCE S33°21'57"W, A DISTANCE OF 29.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; (55) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 1°51'47", A CHORD BEARING OF S34°17'51"W, AND A CHORD LENGTH OF 3.25 FEET), A DISTANCE OF 3.25 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; (56) THENCE S52°35'53"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 124.06 FEET; (57) THENCE S42°54'01"E, A DISTANCE OF 30.00 FEET; (58) THENCE S47°05'59"W, A DISTANCE OF 30.00 FEET; (59) THENCE N42°54'01"W, A DISTANCE OF 30.00 FEET; (60) THENCE S47°05'59"W, A DISTANCE OF 55.48 FEET; (61) THENCE S70°33'47"W, A DISTANCE OF 104.48 FEET; (62) THENCE S00°16'59"W, A DISTANCE OF 400.00 FEET; (63) THENCE S00°48'10"E, A DISTANCE OF 50.01 FEET; (64) THENCE S03°13'34"W, A DISTANCE OF 61.69 FEET; (65) THENCE S11°24'05"W, A DISTANCE OF 63.60 FEET; (66) THENCE N74°30'39"W, A DISTANCE OF 171.13 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; (67) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 15°12'21", A CHORD BEARING OF N07°53'10"E, AND A CHORD LENGTH OF 72.77 FEET), A DISTANCE OF 72.98 FEET TO THE END OF SAID CURVE; (68) THENCE N00°16'59"E, A DISTANCE OF 7.00 FEET; (69) THENCE N89°43'01"W, A DISTANCE OF 140.00 FEET; (70) N00°16'59"E, A DISTANCE OF 2065.77 FEET TO THE POINT OF BEGINNING. CONTAINING 62.4 ACRES, MORE OR LESS.

TRACT DATA TABLE / OPEN SPACE CALCULATION

TRACT ID		AREA (±PERCENT)	TRACT USE	OWNERSHIP AND MAINTENANCE	COMMON OPEN SPACE CREDIT
H	3.84	6.15%	STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	3.84
I	20.80	33.33%	STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	7.97
M-1	0.16	0.26%	DRAINAGE AND OPEN SPACE	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.16
N	0.15	0.24%	UTILITIES, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.15
O	0.14	0.22%	DRAINAGE, UTILITIES, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.14
U	0.04	0.06%	SANITARY LIFT STATION	CITY OF COCOA	0.00
V	6.85	10.98%	WETLAND PRESERVATION, UPLAND BUFFER AND OPEN SPACE	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	2.43
W	0.05	0.08%	OPEN SPACE	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.05
N/A	24.90	39.90%	RESIDENTIAL DEVELOPMENT (155 LOTS)		0.00
N/A	5.47	8.78%	PRIVATE RIGHT-OF-WAY	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.00
	62.40	100.00%	**TOTAL PUD BOUNDARY PHASE ONE-C**		
	176.06		PREVIOUS/ORIGINAL TOTAL PUD BOUNDARY (FROM PHASE ONE-A PLAT)		
	192.96		**REVISED TOTAL PUD BOUNDARY (176.06 AC + 16.90 AC = 192.96 AC)**		
			TOTAL REQUIRED OPEN SPACE (25% OF 192.96 AC)		**48.24**
	176.06		TOTAL PLATTED PUD BOUNDARY PHASE ONE-A		
	30.86		TOTAL PLATTED PUD BOUNDARY PHASE ONE-B		
			PROVIDED OPEN SPACE (PHASES ONE-A AND ONE-B)		33.57
			PROVIDED COMMON OPEN SPACE (PHASE ONE-C)		14.74
			TOTAL PROVIDED OPEN SPACE		48.31

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 04/01/2021
DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_001
PROJECT# 11453.02

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PLAT BOOK _____, PAGE _____
SHEET 1 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, the Corporation named below, being the owner in fee simple of the lands described in

ADAMSON CREEK PHASE ONE-C

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public drainage and utility easements as further described in the notes or as shown hereon. The owners hereby dedicate to the public and the City of Cocoa, Florida, all easements shown hereon as public easements and a perpetual public easement over and across the private rights-of-way of Talbot Boulevard and Morely Drive for ingress and egress for law enforcement and emergency vehicles, emergency access and emergency maintenance. An easement is hereby dedicated to the public and the City of Cocoa, Florida over and across Talbot Boulevard and Morely Drive, (noted and shown hereon as private rights-of-way), for for the installation and maintenance of public utilities. The roadway, drainage facilities, and private drainage within the subdivision are not dedicated to, or the responsibility of, the City of Cocoa, Florida.

SEAL

By:_____
Daniel J. Liparini, Assistant Secretary

Attest:_____
Printed Name:

Attest:_____
Printed Name:

D.R. HORTON, INC., A DELAWARE CORPORATION
1430 CULVER DRIVE
PALM BAY, FLORIDA 32934

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ____ physical presence ____ or online notarization, this _____ by Daniel J. Liparini, Assistant Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who is personally known to me ___ or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC
My Comm. Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 02/28/2020 he completed a boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said lands are located in the City of Cocoa, Brevard County, Florida.

_____ Registration Number 5611
LESLIE E. HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

_____
J. Barry. Cabannis
Reg. Florida Surveyor & Mapper #4524
Reviewing Surveyor for the City of Cocoa

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

_____
Michael C. Blake, MAYOR

ATTEST: _____
Carie Shealy, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____ at _____.

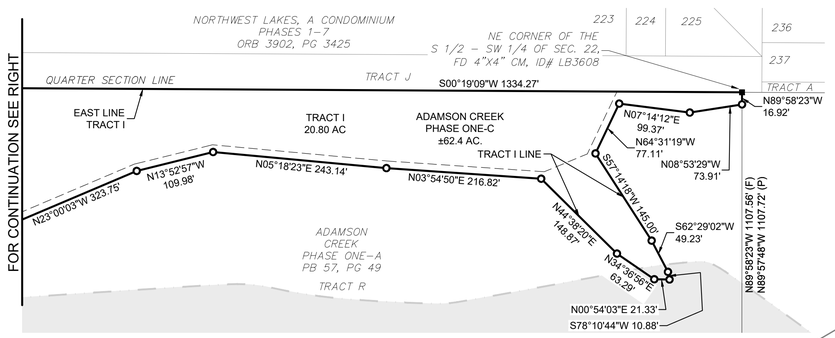
File No. _____

ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Fla.

PLAT BOOK _____, PAGE _____
SHEET 2 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

ADAMSON CREEK PHASE ONE-C

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA



SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- FOUND (FD) 4"X4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
- SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT(PCP); SET MAG NAIL AND DISK STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED
- FLOOD ZONE

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
(321) 253-1010 FAX: (321) 255-2006
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 04/01/2021
DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_001
PROJECT# 11453.02

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ADAMSON CREEK PHASE ONE-C

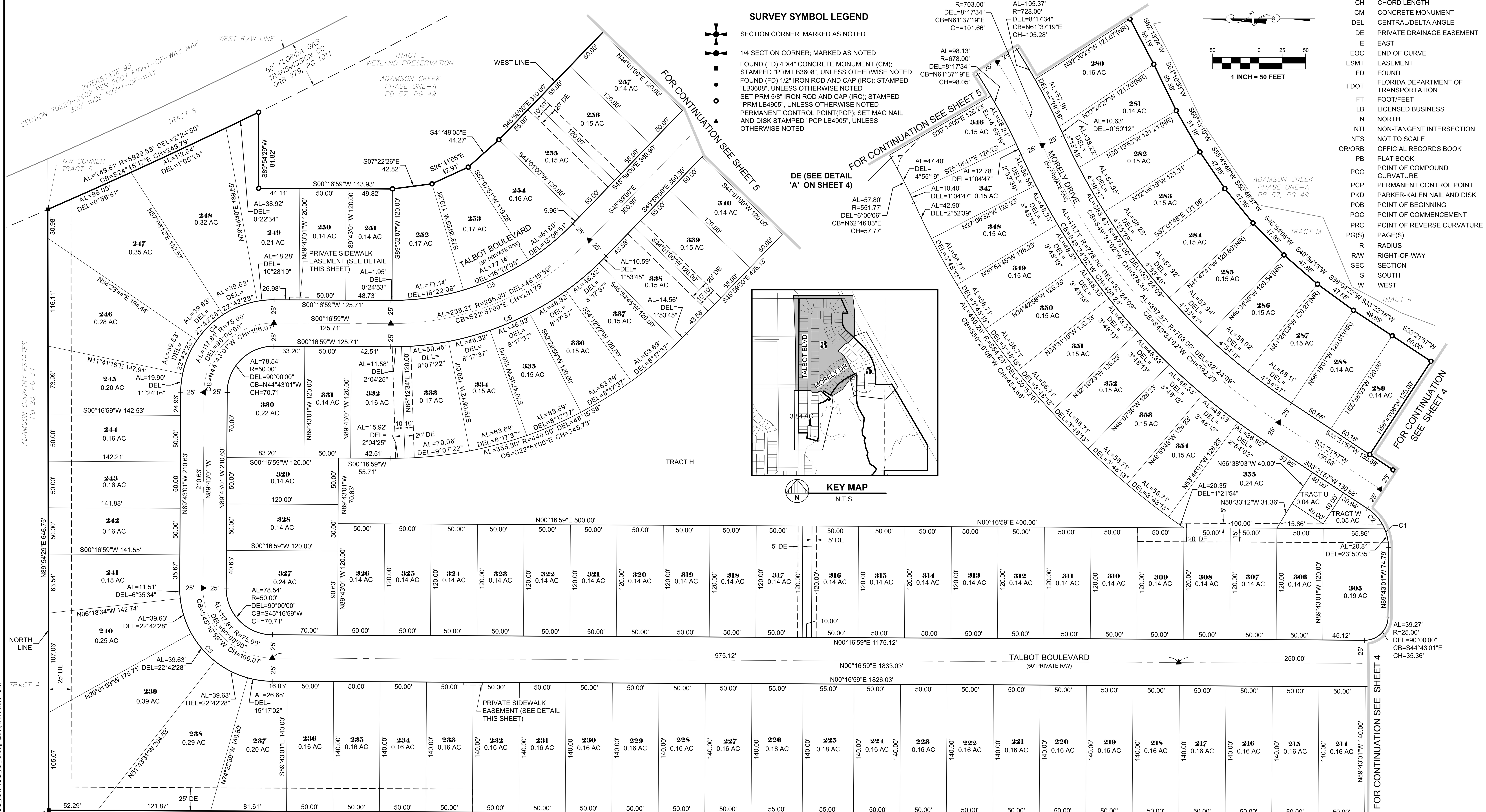
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ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
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CH	CHORD LENGTH
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FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
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POB	POINT OF BEGINNING
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PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- FOUND (FD) 4"X4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
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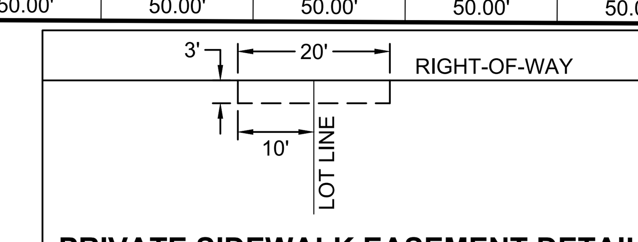
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NW CORNER TRACT 3
ADAMSON REEK PH1-A
PB 57, PG 49
FD 4"x4" CON. MON.
STAMPED "PRM LB 3608"

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.67'	50.00'	56°55'02"	N61°49'28"E	47.65
C2	28.86'	50.00'	33°04'27"	N49°54'11"E	28.46
C3	157.08'	100.00'	90°00'00"	S45°16'59"W	141.42

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	157.08'	100.00'	90°00'00"	N44°43'01"W	141.42
C5	218.03'	270.00'	46°15'59"	S22°51'00"E	212.15
C6	258.40'	320.00'	46°15'59"	S22°51'00"E	251.44



PRIVATE SIDEWALK EASEMENT DETAIL
N.T.S.

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
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312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
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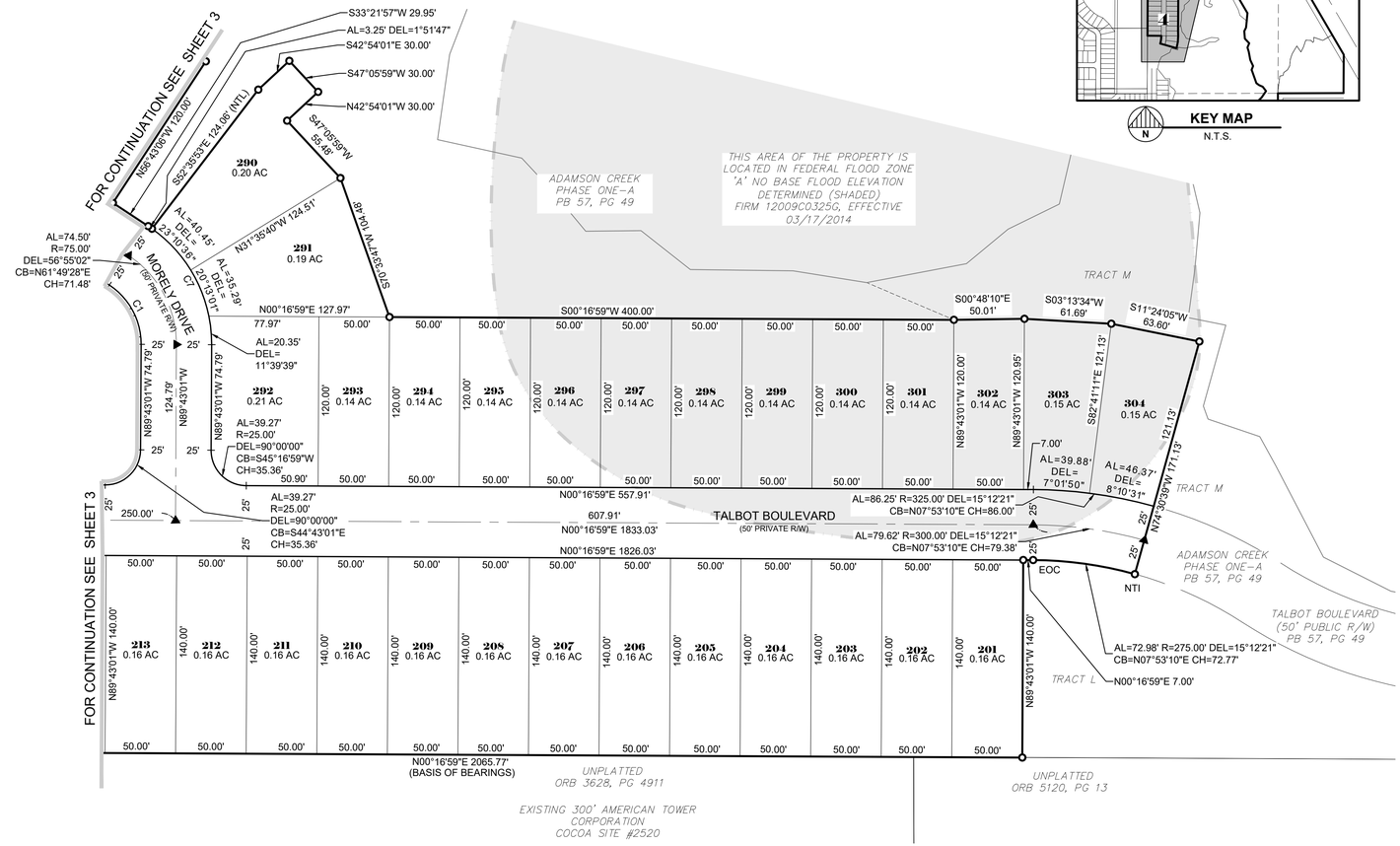
DATE: 04/01/2021
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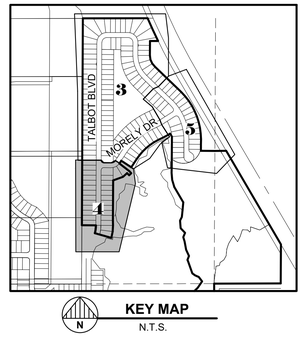
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ADAMSON CREEK PHASE ONE-C

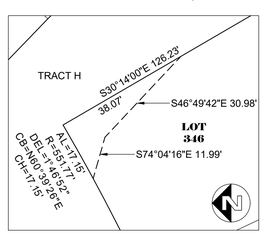
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PLAT BOOK _____, PAGE _____
SHEET 4 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST





CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.67'	50.00'	56°55'02"	N61°49'28"E	47.65
C7	99.34'	100.00'	56°55'02"	N61°49'28"E	95.30



DRAINAGE EASEMENT DETAIL 'A'
SCALE 1" = 20'

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
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N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

50 0 25 50
1 INCH = 50 FEET

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

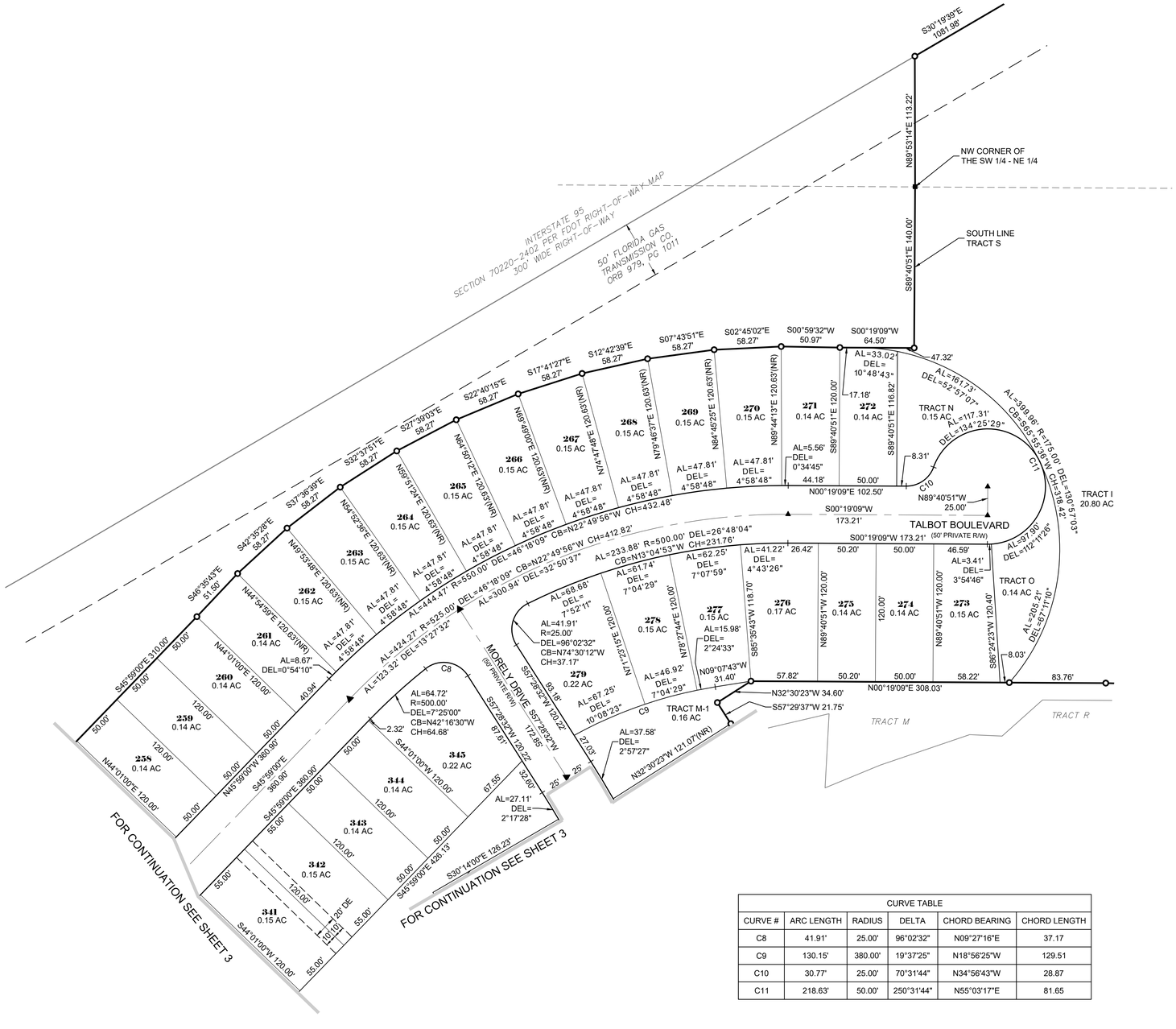
DATE: 04/01/2021
DESIGN/DRAWN: SMG/RMB
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PROJECT# 11453.02

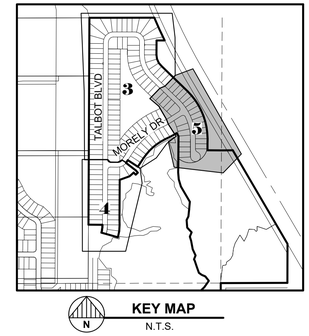
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ADAMSON CREEK PHASE ONE-C

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____
SHEET 5 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST





SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- FOUND (FD) 4"X4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
- SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT(PCP); SET MAG NAIL AND DISK STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C8	41.91'	25.00'	96°02'32"	N09°27'16"E	37.17
C9	130.15'	380.00'	19°37'25"	N18°56'25"W	129.51
C10	30.77'	25.00'	70°31'44"	N34°56'43"W	28.87
C11	218.63'	50.00'	250°31'44"	N55°03'17"E	81.65

50 0 25 50
1 INCH = 50 FEET

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
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DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_001
PROJECT# 11453.02

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J. PAUL FANNING
SENIOR ASSOCIATE
Shutts & Bowen LLP
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301
DIRECT (954) 847-3836
FAX (954) 888-3062
EMAIL JPFanning@shutts.com

May 17, 2021

VIA E-MAIL AND OVERNIGHT DELIVERY

City of Cocoa
City Hall – 65 Stone St.
Cocoa, FL 32922
Attention: Dodie Selig, AICP, Director of Planning & Zoning

RE D.R. Horton Inc. / Opinion of Title for the Plat for Adamson Creek Phase One – C

Dear Ms. Selig:

In connection with the above referenced matter, please find enclosed original Opinion of Title for the Plat for Adamson Creek Phase One-C.

If you should have any questions or need anything further, please contact me.

Sincerely,

Shutts & Bowen LLP

J. Paul Fanning

JPF
Enclosures

cc: Sandra Krumbein Sadov (via email w/enclosures)
Mike Weiss (via email w/enclosures)

OPINION OF TITLE

(Adamson Creek Phase One-C)

This opinion is provided to:

To: CITY OF COCOA, FLORIDA and BREVARD BOARD OF COUNTY COMMISSIONERS

With the understanding that this opinion of title is furnished to and relied upon by the CITY OF COCOA, FLORIDA and the BREVARD BOARD OF COUNTY COMMISSIONERS, in connection with its acceptance of a final plat ("Plat") for "Adamson Creek Phase One-C" covering the real property hereinafter described, it is hereby certified that I have examined a Property Information Report issued by Alliant National Title Insurance Company, File Number: 20015383, dated May 17, 2021 ("Title Evidence"), which covers all public records on file in Brevard County through May 6, 2021 at 8:00 a.m., of the following described real property ("Property"):

See Exhibit "A" attached hereto and made a part hereof.

Based solely on the foregoing Title Evidence and assuming the accuracy of the information contained therein, I am of the opinion that on the last mentioned date, the fee simple title to the Property was vested in:

D.R. Horton, Inc., a Delaware corporation, by virtue of Warranty Deed recorded in Official Records Book 8071, Page 1946, of the Public Records of Brevard County Florida.

Subject to the following liens, encumbrances, and other exceptions:

EXCEPTIONS AS TO PROPERTY

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.

2. Rights of tenants and persons other than the above owners who are in possession.

3. Facts that would be disclosed upon accurate survey.

4. Any unrecorded labor, mechanics' or materialmens' liens.

5. Zoning and other restrictions imposed by governmental authority.

6. Easements or claims of easements not shown on the Public Records.

7. Restrictions, reservations, covenants, easements, conditions and all other matters as shown on Plat of Adamson Creek Phase One-A, as recorded in Plat Book 57, Page 49, of the Public Records of Brevard County, Florida.

8. Gas Transmission Easement, as recorded in Official Records Book 979, Page 1011, of the Public Records of Brevard County, Florida.

9. Easements contained in Order of Taking, as recorded in Official Records Book 5690, Page 1271, together with terms of Final Judgment, as recorded in Official Records Book 5842, Page 3822, of the Public Records of Brevard County, Florida.

10. Restrictive covenants, conditions, easements, stipulations, reservations and other provisions, as contained in instrument recorded in Official Record Book 5821, Page 2831, amended in Official Records Book 5851, Page 9854; Official Records Book 5880, Page 2379; Official Records Book 5908, Page 4101, as assigned in Official Records Book 7607, Page 1832; Official Records Book 7956, Page 47; Official Records Book 7956, Page 53; and further assigned in Official Records Book 8071, Page 1953, and Amendments in Official Records Book 8294, Page 161 and Official Records Book 8510, Page 2959, and Certificate of Adoption of Architectural Guidelines and Community-Wide Standards as recorded in Official Records Book 8908, Page 2960, all of the Public Records of Brevard County, Florida.

11. By-Laws for Adamson Creek Homeowners Association, Inc., as recorded in Official Records Book 5821, Page 2858, and Amendments in Official Records Book 7384, Page 473 and Official Records Book 8926, Page 172, all of the Public Records of Brevard County, Florida.

12. Articles of Incorporation, as recorded in Official Records Book 5821, Page 2873, of the Public Records of Brevard County, Florida.

13. Binding Development Agreement recorded in Official Records Book 5903, Page 6559, as modified in Official Records Book 6192, Page 2697 and Official Records Book 7156, Page 999, all of the Public Records of Brevard County, Florida.

14. There exists no right of access to or from Interstate 95, a limited access highway, which abuts a portion of the subject premises set forth on said proposed plat for Adamson Creek Phase One-C.

15. Ordinance as recorded in Official Records Book 8947, Page 1438, of the Public Records of Brevard County, Florida.

SPECIAL EXCEPTIONS

1. RECORDED MORTGAGES:

NONE

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS

NONE

3. NOTICES OF COMMENCEMENT

NONE

I, the undersigned, further clarify that I am an attorney-at-law duly admitted to practice in the State of Florida, and am a member in good standing of the Florida Bar.

(Signature Page Follows)

Respectfully submitted this 17th day of May, 2021.

By: Sandra Krumbein Sadov (S.E.K.)

Sandra E. Krumbein Sadov, Esq.
Florida Bar No. 578894
200 E. Broward Blvd., Suite 2100
Fort Lauderdale, Florida 33301
(954) 847-3855

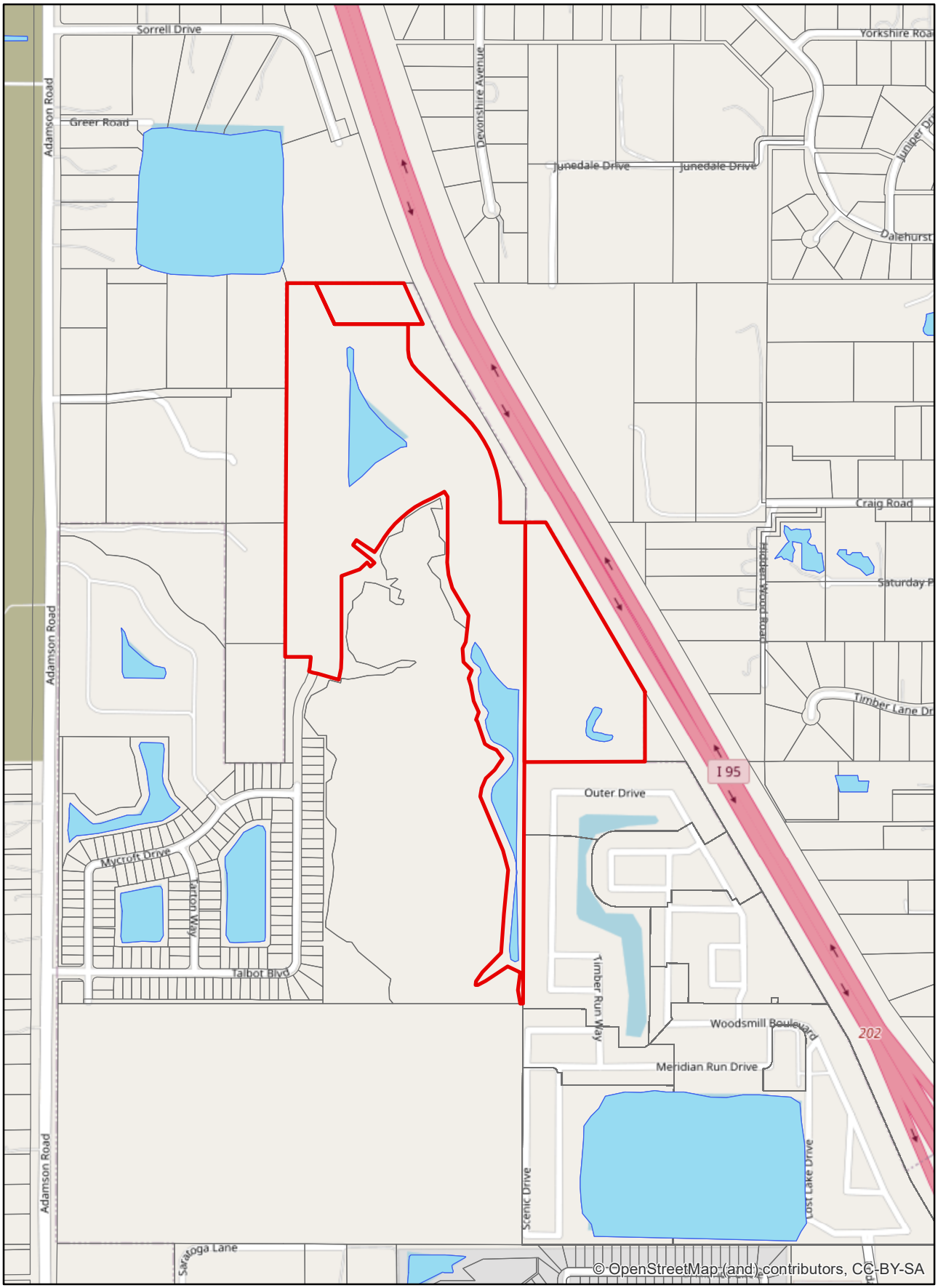
EXHIBIT "A"
LEGAL DESCRIPTION
(*Adamson Creek Phase One - C*)

TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95, ALL BEING IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 3 AND RUN N89°54'29"E ALONG THE NORTH LINE OF SAID TRACT 3 AND THE NORTH LINE OF SAID PARCEL 4, A DISTANCE OF 646.75 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4 AND A NON-TANGENT INTERSECTION WITH THE CURVED WEST BOUNDARY OF TRACT S OF SAID ADAMSON CREEK PHASE ONE-A, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT S); THENCE ALONG THE WEST LINE OF SAID TRACT S THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES; (1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 5929.58 FEET, A CENTRAL ANGLE OF 2°24'50", A CHORD BEARING OF S24°45'17"E AND A CHORD LENGTH OF 249.79 FEET), A DISTANCE OF 249.81 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; (2) THENCE S89°54'29"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 81.82 FEET; (3) THENCE S00°16'59"W, A DISTANCE OF 143.93 FEET; (4) THENCE S07°22'26"E, A DISTANCE OF 42.82 FEET; (5) THENCE S24°41'05"E, A DISTANCE OF 42.91 FEET; (6) THENCE S41°49'05"E, A DISTANCE OF 44.27 FEET; (7) THENCE S45°59'00"E, A DISTANCE OF 310.00 FEET; (8) THENCE S46°35'43"E, A DISTANCE OF 51.50 FEET; (9) THENCE S42°35'28"E, A DISTANCE OF 58.27 FEET; (10) THENCE S37°36'39"E, A DISTANCE OF 58.27 FEET; (11) THENCE S32°37'51"E, A DISTANCE OF 58.27 FEET; (12) THENCE S27°39'03"E, A DISTANCE OF 58.27 FEET; (13) THENCE S22°40'15"E, A DISTANCE OF 58.27 FEET; (14) THENCE S17°41'27"E, A DISTANCE OF 58.27 FEET; (15) THENCE S12°42'39"E, A DISTANCE OF 58.27 FEET; (16) THENCE S07°43'51"E, A DISTANCE OF 58.27 FEET; (17) THENCE S02°45'02"E, A DISTANCE OF 58.27 FEET; (18) THENCE S00°59'32"W, A DISTANCE OF 50.97 FEET; (19) THENCE S00°19'09"W, A DISTANCE OF 64.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT S; THENCE S89°40'51"E ALONG THE SOUTH LINE OF SAID TRACT S, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°53'14"E, ALONG THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 113.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95; THENCE S30°19'39"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF

1081.98 FEET TO A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S00°19'09"W ALONG SAID EAST LINE, A DISTANCE OF 390.07 FEET TO SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S89°52'00"W ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 664.77 FEET TO THE SOUTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 AND A POINT ON THE BOUNDARY LINE OF SAID TRACT 3; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 3 THE FOLLOWING SEVENTY (70) COURSES AND DISTANCES; (1) THENCE S00°19'09"W, A DISTANCE OF 1334.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; (2) THENCE N89°58'23"W, A DISTANCE OF 16.92 FEET; (3) THENCE N08°53'29"W, A DISTANCE OF 73.91 FEET; (4) THENCE N07°14'12"E, A DISTANCE OF 99.37 FEET; (5) THENCE N64°31'19"W, A DISTANCE OF 77.11 FEET; (6) THENCE S57°14'18"W, A DISTANCE OF 145.00 FEET; (7) THENCE S62°29'02"W, A DISTANCE OF 49.23 FEET; (8) THENCE S78°10'44"W, A DISTANCE OF 10.88 FEET; (9) THENCE N00°54'03"E, A DISTANCE OF 21.33 FEET; (10) THENCE N34°36'56"E, A DISTANCE OF 63.29 FEET; (11) THENCE N44°38'20"E, A DISTANCE OF 148.87 FEET; (12) THENCE N03°54'50"E, A DISTANCE OF 216.82 FEET; (13) THENCE N05°18'23"E, A DISTANCE OF 243.14 FEET; (14) THENCE N13°52'57"W, A DISTANCE OF 109.98 FEET; (15) THENCE N23°00'03"W, A DISTANCE OF 323.75 FEET; (16) THENCE N10°39'59"E, A DISTANCE OF 47.82 FEET; (17) THENCE N21°20'41"E, A DISTANCE OF 58.17 FEET; (18) THENCE N46°31'35"E, A DISTANCE OF 68.69 FEET; (19) THENCE N34°46'00"E, A DISTANCE OF 77.57 FEET; (20) THENCE N37°07'27"W, A DISTANCE OF 56.20 FEET; (21) THENCE N66°26'23"W, A DISTANCE OF 39.14 FEET; (22) THENCE N55°56'01"W, A DISTANCE OF 34.89 FEET; (23) THENCE N18°22'07"W, A DISTANCE OF 64.70 FEET; (24) THENCE N19°23'46"W, A DISTANCE OF 64.50 FEET; (25) THENCE N29°05'29"W, A DISTANCE OF 13.86 FEET; (26) THENCE N21°27'53"E, A DISTANCE OF 42.16 FEET; (27) THENCE N24°24'06"W, A DISTANCE OF 68.00 FEET; (28) THENCE N10°43'08"W, A DISTANCE OF 85.75 FEET; (29) THENCE N17°03'09"W, A DISTANCE OF 43.86 FEET; (30) THENCE N22°25'29"E, A DISTANCE OF 46.95 FEET; (31) THENCE N43°56'57"W, A DISTANCE OF 64.25 FEET; (32) THENCE N04°08'44"W, A DISTANCE OF 76.26 FEET; (33) THENCE N26°51'50"E, A DISTANCE OF 40.59 FEET; (34) THENCE N05°22'29"E, A DISTANCE OF 68.44 FEET TO THE SOUTHEAST CORNER OF TRACT M OF SAID ADAMSON CREEK PHASE ONE-A; (35) THENCE CONTINUE N05°22'29"E, A DISTANCE OF 78.28 FEET; (36) THENCE N30°19'31"W, A DISTANCE OF 176.97 FEET; (37) THENCE N16°17'17"W, A DISTANCE OF 74.28 FEET; (38) THENCE N05°06'44"W, A DISTANCE OF 70.34 FEET; (39) THENCE N01°33'15"E, A DISTANCE OF 54.19 FEET; (40) THENCE N00°19'09"E, A DISTANCE OF 308.03 FEET; (41) THENCE N32°30'23"W, A DISTANCE OF 34.60 FEET; (42) THENCE S57°29'37"W, A DISTANCE OF 21.75 FEET; (43) THENCE S62°13'24"W, A DISTANCE OF 55.19 FEET; (44) THENCE S64°10'33"W, A DISTANCE OF 55.38 FEET; (45) THENCE S60°13'10"W, A DISTANCE OF 51.18 FEET; (46) THENCE S55°43'48"W, A DISTANCE OF 47.85 FEET; (47) THENCE S50°48'57"W, A DISTANCE OF 47.85 FEET; (48) THENCE S45°54'05"W, A DISTANCE OF 47.85 FEET; (49) THENCE S40°59'13"W, A DISTANCE OF 47.85 FEET; (50) THENCE S36°04'22"W, A DISTANCE OF 47.85 FEET; (51) THENCE S33°22'16"W, A DISTANCE OF 49.85 FEET; (52) THENCE S33°21'57"W, A DISTANCE OF

50.00 FEET; (53) THENCE N56°43'06"W, A DISTANCE OF 120.00 FEET; (54) THENCE S33°21'57"W, A DISTANCE OF 29.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; (55) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 1°51'47", A CHORD BEARING OF S34°17'51"W, AND A CHORD LENGTH OF 3.25 FEET), A DISTANCE OF 3.25 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; (56) THENCE S52°35'53"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 124.06 FEET; (57) THENCE S42°54'01"E, A DISTANCE OF 30.00 FEET; (58) THENCE S47°05'59"W, A DISTANCE OF 30.00 FEET; (59) THENCE N42°54'01"W, A DISTANCE OF 30.00 FEET; (60) THENCE S47°05'59"W, A DISTANCE OF 55.48 FEET; (61) THENCE S70°33'47"W, A DISTANCE OF 104.48 FEET; (62) THENCE S00°16'59"W, A DISTANCE OF 400.00 FEET; (63) THENCE S00°48'10"E, A DISTANCE OF 50.01 FEET; (64) THENCE S03°13'34"W, A DISTANCE OF 61.69 FEET; (65) THENCE S11°24'05"W, A DISTANCE OF 63.60 FEET; (66) THENCE N74°30'39"W, A DISTANCE OF 171.13 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; (67) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 15°12'21", A CHORD BEARING OF N07°53'10"E, AND A CHORD LENGTH OF 72.77 FEET), A DISTANCE OF 72.98 FEET TO THE END OF SAID CURVE; (68) THENCE N00°16'59"E, A DISTANCE OF 7.00 FEET; (69) THENCE N89°43'01"W, A DISTANCE OF 140.00 FEET; (70) N00°16'59"E, A DISTANCE OF 2065.77 FEET TO THE POINT OF BEGINNING.


Sorrell Drive
Yorkshire Road
Adamson Road
Greer Road
Devonshire Avenue
Junedale Drive
Junedale Drive
Juniper Dr
Dalehurst
Craig Road
Saturday P
Timber Lane Dr
I 95
Outer Drive
Mycroft Drive
Tarlton Way
Talbot Blvd
Timber Run Way
Woodsmill Boulevard
202
Meridian Run Drive
Scenic Drive
Lost Lake Drive
Saratoga Lane
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FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0004737527
Pymt Method Invoice
Net Amt: $317.98

Run Times: 1

No. of Affidavits: 1

Run Dates: 05/18/21

Text of Ad:

AD# 05/18/2021

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSES TO CONSIDER THE FOLLOWING:

A. Consideration of a Final Subdivision known as Adamson Creek Phase One-C in accordance with Appendix A Zoning, Chapter 18, of the City of Cocoa Code. The property owner desires to develop 155 single-family residential lots along with stormwater tracts and amenities as Phase 1C of a previously approved Planned Unit Development known as Adamson Creek. The subject property is located on the east side of Adamson Road, approximately 1.25 miles north of State Road 524. The property is identified by the Brevard County Property Appraiser as Parcel Numbers: 24-35-22-25-3, 24-35-22-25-L, 24-35-22-25-M, 24-35-22-25-R, 24-35-22-00-257, 24-35-22-25-S, and 24-35-22-00-10.

CITY COUNCIL WILL HEAR THIS ITEM ON: May 25, 2021

ALL HEARINGS WILL BE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at c shealy@cocoafl.org . 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 P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at ht tps://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
Interested persons may submit their written comments-- or questions prior to the meeting through Email at meetings @cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested per-

sons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

The City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet. There is no opportunity to submit comments live during the hearing.

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Dodie Selig, Planning and Zoning Manager, at (321) 433-8510 or dselig@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses are encouraged to be identified and all evidentiary documents and exhibits that are intended to be distributed to the P&Z/LPA and City Council are encouraged to be submitted to Ms. Selig via email or mail at least three (3) days prior to the hearing.

Legislation Details (With Text)

File #:	21-338	**Version:**	2	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	4/30/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Consideration of Three Applicants to Fulfill Two Vacant Regular Member Positions in Addition to the Consideration of a Reappointment to the Board of Adjustment. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BOA Roster.pdf Dyar Application.pdf 04_27_21 Intent to Reapply.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 30, 2021
Agenda Date: May 11, 2021
Prepared By: Monica Arsenault, Asst. City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consideration of Three Applicants to Fulfill Two Vacant Regular Member Positions in Addition to the Consideration of a Reappointment to the Board of Adjustment.

BACKGROUND:

The Board of Adjustment currently has two Regular member seats available. The City Clerk's Office has received an application to be considered for a seat on the Board of Adjustment. In addition to the application, both Alternate members, Randal Hiester and Kaitlyn Aliano, would also like to be considered for a Regular member seat. The terms of the two vacancies will run through May 2024.

Mr. Randal Hiester is currently the 1st Alternate member on BOA and was appointed to the Board in February, 2020. Due to Covid, the Board of Adjustment only met twice in 2020 and only once so far in 2021. Unfortunately, Mr. Hiester has not been able to attend any of the meetings thus far, however he has expressed an interest in being considered for a Regular member seat.

Ms. Kaitlyn Aliano is a recent graduate of the Citizen's Academy and was recently appointed as the 2nd Alternate member in January 2021. She has expressed an interest in being considered as a Regular member as well.

It is important to note that if one or both of the Alternate members are chosen to be Regular

members than an Alternate member seat(s) will become available.

Additionally, the City Clerk's office received an application from Mr. Robert Dyar who would like to be considered for a seat. Although Mr. Dyar is a non-resident, the Board allows for 33% of its members to live outside of the City limits. If Mr. Dyar is selected than he will fulfill the 33% allowed on the Board. Mr. Dyar's application and a current board roster is attached for Council's review.

Ms. Patricia Weeks is a current Regular member of the Board of Adjustment. She has served as a member since January 2021 and is fulfilling the unexpired term of previous board member Rip Dyal. Her current term will expire May 31, 2021 and she has expressed a willingness to serve for another three (3) year term.

Ms. Weeks meets all of the qualifications for serving on a City board. If she is reappointed, her new term would be through May 2024. Ms. Week'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:

Consideration of Three Applicants to Fulfill Two Vacant Regular Member Positions in Addition to the Consideration of a Reappointment to the Board of Adjustment.

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Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
~~Robert W. Frey~~ **VACANCY**	~~322 Clearlake Rd. Cocoa, FL 32922~~ ~~1523 N. Cocoa Blvd. Cocoa, FL 32922~~ ~~bikesNpawn@yahoo.com~~	~~633-1326~~ ~~480-7623(c)~~	~~4/24/18Reappointed~~ ~~4/14/15 Reappointed~~ ~~5/8/12 Reappointed~~ ~~4/14/09 Reappointed~~ ~~5/23/06 Reap.~~ ~~3/03 Reappointed~~ ~~10/97 Appointed~~	~~2021~~
Dan Quattrocchi (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	12/11/19 appointed (fulfilled seat vacated by Mr. Matthew Ford, who did not renew)	2022
Pam Shaia (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com	256-656-3249 cell 321-305-4584 Wk	07/19 appointed (fulfilled Jolley vacancy)	2022
Patricia Weeks	1351 Tarton Way Cocoa, FL 32926 Patriciaweeks@bellsouth.net	321-759-8563 hm, wk, cell	01/2021 appointed to fulfill reg. term of Dyal 12/11/19 appointed as 1st alt.	2021
Nancy N. Elliot ***Vice Chairperson (as of 10/2020)***	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	06/20 reappointed 7/17 reappt. 5/14 appt.	2023
Bruce Gilmore ***Chairperson (as of 10/2020)***	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687	05/20 Reappointed 05/17 Reappointed 04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2023
~~Connie T. Harvey~~ **VACANCY**	~~29 Riverside Drive #601 Cocoa, FL 32922~~ ~~CTIPPETT@aol.com~~	~~806-3525 hm~~ ~~571-268-2121 cell~~	~~4/24/20 Reappointed~~ ~~4/14/15 Reappointed~~ ~~01/15 appointed~~ ~~(fulfilled term of M. Williams)~~	~~2021~~
2nd Alternate Kaitlyn Aliano	12 Sunrise St. Cocoa, FL 32922 Kaitlyn.weisberg@gmail.com	321-432-8117	01/2021 appointed	No expiration
1st Alternate Randal Hiester	5292 Talbot Blvd. Cocoa, FL 32926 Rjhbjh2017@yahoo.com	321-501-6369 hm/cell	02/2020 Appointed	No expiration
LIAISON	Councilman Dyal	474-4924	Updated 12/20	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Monica Arsenault	433-8488	Updated 11/18/20	

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, May 10, 2021 12:45 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Robert
Last Name	Dyar
Application Date	5/10/2021
Address1	4920 SHADE TREE ST
City	COCOA
State	Florida
Zip	32926
District	District 3
Home Phone Number	3212588284
Work Phone Number	*Field not completed.*
Cell Phone Number	3212588284
Other Phone Number	*Field not completed.*
Place of Business	Brevard Public Schools
Title/Position Held	Teacher Technology Integrator

Date of Birth*	
E-mail Address	bobbydyar@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Board of Adjustment, Planning & Zoning Board, Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	Dyar City of Cocoa.docx
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I would be proud to serve on any one of Cocoa's city boards. I have been a lifelong citizen of Cocoa. I have great pride in my city and try to utilize Cocoa businesses and services every chance I get. I am a product of Brevard Public Schools and attended schools in Cocoa from Kindergarten to 12th grade. I also earned my A.A. in Cocoa at Eastern Florida State College. I would love to make an impact in my community and help my neighbors. In my current role at BPS, I work to ensure that outside vendors and corporations follow the protocols set forth by our school board. I work to ensure students are safe technology platforms that they must use throughout the school day. I do a great deal of training on various technology-based tools for teachers to ensure that our school district is leading the state in educational gains. I feel that my knowledge of working with government entities and corporations to find suitable methods for education in my district makes me a standout candidate for any of Cocoa's board positions.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to

the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Robert Dyar
Date:	5/10/2021
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

In response to inquiry by the Office of the City Clerk, I, Patricia Weeks

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,

Patricia Weeks

Patricia Weeks

Additional Comments:

It is an honor to serve on the Cocoa Board of Adjustment.

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RECEIVED
Office of the City Clerk
APR 27 2021
Time: _____

Legislation Details (With Text)

File #:	21-392	**Version:**	2	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	5/17/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Consider the Appointment of two of the following applicants as members to the Planning & Zoning Board: Jesse Heredia, Anita Rodgers, Justin Simpson and Brenda Warner. One would fill a Regular Member Vacancy and one would fill the 2nd Alternate Member Vacancy. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	P&Z Roster.pdf Heredia Application.pdf Rodgers Application.pdf Simpson Application.pdf Warner Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 17, 2021
Agenda Date: May 25, 2021
Prepared By: Monica Arsenault, Asst. City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of two of the following applicants as members to the Planning & Zoning Board: Jesse Heredia, Anita Rodgers, Justin Simpson and Brenda Warner. One would fill a Regular Member Vacancy and one would fill the 2nd Alternate Member Vacancy.

BACKGROUND:

At the last P&Z meeting, Sherry Ervin, a Regular Member, resigned from her seat creating a vacancy in addition to an Alternate member seat that was already vacant. To date, the following applicants have submitted applications for board membership. All of them meet the qualifications for serving on a City board. They are listed below in alphabetical order:

- Jesse Heredia is a new applicant with a strong desire to serve on a City board. His experience lies in mechanical engineering and consulting and he has also been a Condo Association Director. Mr. Heredia is a resident of Cocoa and expressed an obligation to support the City by serving on a board.

- Anita Rodgers is a new applicant with a background in architecture. She has an extensive background in building and design and feels her input can impact the City in a positive way. Ms. Rodgers is not a resident within the City limits of Cocoa, but is a registered voter in Brevard County. Per section 2-58(d) of the Cocoa City Code, she qualifies to be on the board, but would fulfill the 33% of non-residents allowed on the board.

  (d) *Limitation on number of nonresidents serving on boards and committees. Notwithstanding the foregoing, the maximum number of persons not satisfying both the residency and registered voter requirements of this section shall be limited to a number equal to thirty-three percent (33%) of the total number of voting board or committee members allowed to be appointed or elected to that particular board or committee.*

- Justin Simpson is a new applicant and has been a Cocoa resident for most of his life. He is a retired Army veteran with a desire to serve his City. He has expressed an interest in serving on the Planning & Zoning board.

- Brenda Warner is a former Councilmember and has lived and volunteered in the City of Cocoa for many years. Although she was initially interested in applying for the Board of Adjustment, she has updated her preference to be considered for Planning & Zoning.

Staff is requesting that out of the four applicants, one (1) Regular member be appointed to fulfill the unexpired term of Sherry Ervin, through November 2023, and one (1) Alternate member be appointed to fill that vacancy. These appointments would fulfill all seats on the Planning and Zoning Board. There would be no further vacancies.

A current Planning & Zoning Board Roster along with all of the applications are attached for your review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council appoints and reappoints to City Boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointment of two of the following applicants as members to the Planning & Zoning Board: Jesse Heredia, Anita Rodgers, Justin Simpson and Brenda Warner. One would fill a Regular Member Vacancy and one would fill the 2nd Alternate Member Vacancy.

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Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Susan Mock	2121 Muskingum Ave. Cocoa, FL 32926 susanmock@att.net	321-632-6446 (hm)	12/2020 (replaced Larry Koss)	2023
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	12/20 Reappointed 11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2023
Trina Gilliam (Replaced Jack L. Moore) (Non-resident)	813 Temple St. Cocoa, FL 32922 Trinagilliam71@gmail.com	978-432-9221 321-221-7540 x 113 (work)	01/19 Appointed	2022
Marilyn Green (Replaced Jake Williams, Jr.)	104 Riverside Dr. #204 Cocoa, FL 32922 Mlgreen20@gmail.com	617-5554 (hm) 603-502-4632 (cell)	02/18 Appointed	2021
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	11/20 Reappointed 11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2023
Jeri Blanco	PO Box 236402 Cocoa, FL 32923	321-514-3531	01/2019 Appointed	2022
Russell Sengel	[redacted] rsengel@cfl.rr.com 321-863-3704	[redacted]	11/19 Reappointed 11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2022
~~Sharon (Sherry) Ervin~~ **VACANCY**	~~335 Meridian Run Drive~~ ~~Cocoa, FL 32926~~ ~~Srcahill2001@yahoo.com~~	~~636-0734 (hm)~~ ~~636-5885 (wk)~~ ~~863-6916 (cell)~~	~~12/20 Reappointed~~ ~~11/17 Reappointed~~ ~~09/17 appointed to fulfill unexp term of Betty Lee~~	~~2023~~
Todd Anderson (non-resident)	816-A Faull Drive Rockledge, FL 32955 toddpanderson@yahoo.com	403-7595 (cell~~)~~	02/2020 Appointed 11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2022
Aleck Greenwood -1st Alternate	PO Box 1077	321-917-3770	01/2019 Appointed	No expiration

	Cocoa, FL 32923			
~~Ariel Glass 2nd Alternate~~ **VACANCY**	~~1080 N. Fiske Blvd., Apt. D7 Cocoa, FL 32922~~ ~~Ariel.glass@icloud.com~~	~~321-615-6317 hm/cell 321-452-0800 wk~~	~~02/2020 Appointed~~	~~No expiration~~
Debbie Joyce (Non-Voting Member)	3231 Nottingham Ln., Cocoa, FL 32926 Debbie32926@brighthouse.com	321-338-2047	03/2020 Appointed	No expiration
LIAISON	Councilman Hearn	474-1189	Updated 12/20	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Monica Arsenault	433-8488		

Carie Shealy

From: noreply@civicplus.com
Sent: Friday, May 14, 2021 2:24 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Jesse
Last Name	Heredia
Application Date	5/14/2021
Address1	3717 W Malory Ct
City	Cocoa
State	FL
Zip	32926
District	District 3
Home Phone Number	863-409-4848
Work Phone Number	*Field not completed.*
Cell Phone Number	863-409-4848
Other Phone Number	*Field not completed.*
Place of Business	Home
Title/Position Held	Consultant, Mechanical Engineering

Date of Birth*	
E-mail Address	jheredia@davinci-consultant.biz

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Housing Authority, Planning & Zoning Board, Police Community Relations Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Concern for City. Have been condo association director, have managerial experience in the mechanical engineering field. Have an obligation to support city.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Hispanic-American
Gender	Male

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Jesse Heredia
Date:	5/14/2021
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Thursday, May 6, 2021 3:01 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Anita
Last Name	Rodgers
Application Date	5/6/2021
Address1	4355 Vancouver Avenue,
City	COCOA
State	FL
Zip	32926
District	District 1
Home Phone Number	7168668136
Work Phone Number	3217687887
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	HGI Architecture + Innovations (Holeman Group Inc.)
Title/Position Held	Architect

Date of Birth*	
E-mail Address	anita@holemangroup.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Planning & Zoning Board, Redevelopment Agency (Cocoa), Redevelopment Agency (Diamond Square), Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	AR Resume 2021-05-06.pdf
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I Live in the City of Cocoa, and plan on staying in Brevard county a long time. I would like to have a say in how the city develops going forward. I have an extensive education in designing and building safe, healthy, and beautiful buildings and believe my input as an architect can positively impact the city of cocoa in many ways.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Anita Rodgers
Date:	5/6/2021
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Friday, March 12, 2021 4:13 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Justin
Last Name	Simpson
Application Date	3/12/2021
Address1	2515 Stanford Drive
City	Cocoa
State	FL
Zip	32926
District	District 3
Home Phone Number	9073471003
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*

Date of Birth*	
E-mail Address	justin.darrell.simpson88@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Code Enforcement/Drug Related Public Nuisance Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Retired Army Veteran. Able to read, understand, and follow guidelines and regulations. 13 years experience leading a group of people between 3-10 in high stress environments. Able to keep composure under many different environments and situations. Willing to work in a group or alone when situations dictate. Cocoa, FL resident for most of my life.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Justin Darrell Simpson
Date:	3/12/2021
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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Carie Shealy

From: noreply@civicplus.com
Sent: Monday, May 10, 2021 1:02 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Brenda
Last Name	Warner
Application Date	5/10/2021
Address1	143 Circle Drive
City	Coco
State	FL
Zip	32922
District	District 2
Home Phone Number	123-456-7890
Work Phone Number	123-456-7890
Cell Phone Number	321-542-6609
Other Phone Number	*Field not completed.*
Place of Business	Retired
Title/Position Held	*Field not completed.*

Date of Birth*	
E-mail Address	brendaforcocoa@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Board of Adjustment

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I've been a volunteer on boards and committees in Cocoa since 1995. After a 6 month break I'm ready to get back to volunteering. I have served on several boards but never Board of Adjustment. However, I believe my past work experience in real estate, development, and government qualifies me to be a contributing member of this important board.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Brenda R Warner
Date:	5/10/2021
City Board and Committee Information as well as Meeting Information	Boards and Committees

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Legislation Details (With Text)

File #:	21-255	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	3/22/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Approve a Resolution for the City of Cocoa to adopt the goal of Vision Zero. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution - Adoption of Vision Zero.doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 22, 2021
Agenda Date: April 13, 2021
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve a Resolution for the City of Cocoa to adopt the goal of Vision Zero.

BACKGROUND:

Improving the safety of the transportation system in Brevard County is an integral piece of the transportation planning puzzle, one that plays a major role in any and all infrastructure improvements, across modes and improvement types. The Space Coast Transportation & Planning Organization (SCTPO) has a long history of supporting safety programs and efforts to increase awareness of safety challenges. With Brevard continuing to have a high number of crashes, especially involving vulnerable road users, the SCTPO is embarking on a new enhanced approach to addressing transportation safety.

Vision Zero is based on the philosophy that traffic fatalities and serious injuries are preventable and the only acceptable number of traffic fatalities and serious injuries is zero. Vision Zero requires a fundamental change in the way we think about traffic safety and planning. Vision Zero is a data driven, multi-disciplinary approach bringing together diverse and necessary stakeholders to address this complex problem.

SCTPO staff and contracted consultants recently developed a Vision Zero Action Plan for Brevard County. The action plan outlines activities such as data collection and analysis, and development of SCTPO strategies and actions to support Vision Zero. It also includes a tool kit for local municipalities that can be used to develop and implement Vision Zero at the local level. It is Staff's recommendation that City Council adopt the goal of Vision Zero.

STRATEGIC PLAN CONNECTION:

GOAL 2.1 of the Comprehensive Plan: The City shall provide a safe, efficient, and comprehensive multimodal transportation system available to all residents of and visitors to the City of Cocoa.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution for the City of Cocoa to adopt the goal of Vision Zero.

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Legislation Details (With Text)

File #:	21-360	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/6/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	Fire Incident Summary for April 2021. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	April 2021 Calls for Service By Incident Type.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 6, 2021
Agenda Date: May 25, 2021
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for April 2021.

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of April.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

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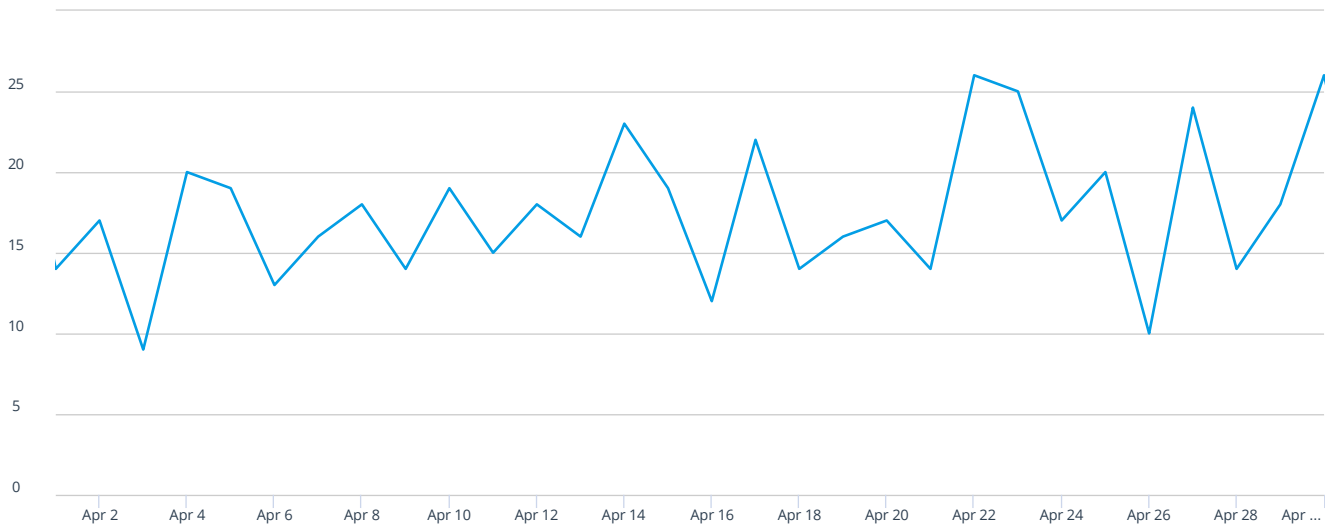
Custom Apr 1, 2021 - Apr 30, 2021

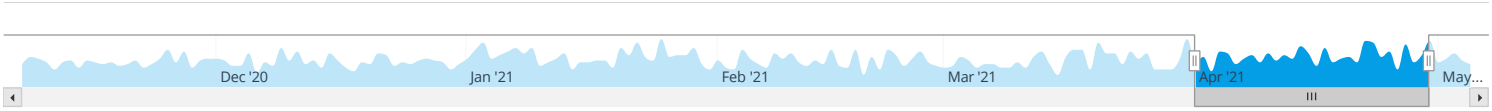
38%
FIRE
Percentage of Total Incidents

62%
EMS
Percentage of Total Incidents

525
INCIDENTS
In Selected Time Slice

30
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	4/4/21	4/11/21	4/18/21	4/25/21	5/2/21	5/9/21	5/16/21	5/23/21	5/30/21	6/6/21	6/13/21	6/20/21	6/27/21	Total
(11) Structure Fire		1	2	1	1									5
(14) Natural vegetation fire		2	1											3
(15) Outside rubbish fire		3	2	1										6
(16) Special outside fire			1											1
(30) Rescue, emergency medical call (EMS), other	4	8	9	6	10									37
(31) Medical assist		3	2	1	1									7
(32) Emergency medical service (EMS) incident	39	56	70	74	44									283
(40) Flammable gas or liquid condition, other		1												1
(41) Combustible/f.. spills & leaks		1												1
(44) Electrical wiring/equipm. problem		1		2										3
(50) Service call, other		1		1	2									4
(51) Person in distress			2	2										4
(53) Smoke, odor problem					1									1
(54) Animal problem or rescue					1									1
(55) Public service assistance	3	7	9	9	6									34

Week Ending	4/4/21	4/11/21	4/18/21	4/25/21	5/2/21	5/9/21	5/16/21	5/23/21	5/30/21	6/6/21	6/13/21	6/20/21	6/27/21	Total
(56) Unauthorized burning			1											1
(60) Good intent call, other	1	1		2	1									5
(61) Dispatched and canceled en route	9	22	19	28	20									98
(62) Wrong location, no emergency found		1	2	2										5
(65) Steam, other gas mistaken for smoke	1													1
(70) False alarm and false call, other	1	1	1	2										5
(73) System or detector malfunction		1	2	1	3									7
(74) Unintentional system/detect... operation (no fire)	1	3	1	3	1									9
(90) Special type of incident, other	1													1
NULL					1									1
UNK		1												1
Total	60	114	124	135	92									525

Legislation Details (With Text)

File #:	21-371	**Version:** 1	**Name:**	April, 2021 Monthly Purchasing Approval Information
Type:	Informational Item		**Status:**	Agenda Ready
File created:	5/7/2021		**In control:**	City Council
On agenda:	5/25/2021		**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 4/30/2021.			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	PO Monthy Report to City Council 10.01.20 thru 4.30.21.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	May 7 , 2021
Agenda Date:	May 25, 2021
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 4/30/2021.

BACKGROUND:

The following reports for the period October 01, 2020 through April 30, 2021 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-20 thru 4-30-21

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 32

City Manager = 17

City of Cocoa CRA Board = 0

City Council = 15

Purchase Order Approvals 10-01-20 thru 4-30-21
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77192	10/23/2020	Insource Software Solutions	$ 35,177.43	10/23/2020	Stockton Whitten
77194	10/23/2020	MCCI, LLC	$ 36,775.15	10/23/2020	Stockton Whitten
77214	10/23/2020	Brev Cty Emergency Management	$ 41,830.00	10/23/2020	Stockton Whitten
77274	11/4/2020	G4S Secure Solutions	$ 49,100.00	11/3/2020	Stockton Whitten
77275	11/4/2020	Axon Enterprises	$ 49,902.00	11/3/2020	Stockton Whitten
77288	11/4/2020	Frank-Lin Services of Brevard	$ 45,000.00	11/3/2020	Stockton Whitten
77301	11/4/2020	Garganese,Weiss,D'Agresta	$ 35,000.00	11/3/2020	Stockton Whitten
77311	11/4/2020	Glover Oil Company	$ 35,250.00	11/3/2020	Stockton Whitten
77258	11/3/2020	United Self Insured Services	$ 50,000.00	11/3/2020	Stockton Whitten
77494	12/7/2020	Kirwin Norris PA	$ 50,000.00	12/1/2020	Stockton Whitten
77600	1/6/2021	Underwater Solutions Inc	$ 45,150.00	12/29/2020	Stockton Whitten
77601	1/6/2021	DMD Consultants Inc	$ 49,966.00	12/29/2020	Stockton Whitten
77602	1/6/2021	Infrastructure Solution Services	$ 39,918.00	12/29/2020	Stockton Whitten
77653	1/20/2021	Online Soutions LLC	$ 48,600.00	1/20/2021	Stockton Whitten
77722	2/4/2021	Ovivo USA, LLC	$ 44,950.00	2/3/2021	Stockton Whitten
77973	4/22/2021	Infrastructure Solution Services	$ 41,870.00	4/22/2021	Stockton Whitten
77975	4/22/2021	Stewarts Electric Motor Works	$ 45,167.52	4/22/2021	Stockton Whitten

17 **Purchase Order Approved by City Manager**

Prepared by Purchasing 5/7/2021

Purchase Order Approvals 10-01-20 thru 4-30-21
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 5/7/2021

Purchase Order Approvals 10-01-20 thru 4-30-21
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77013	10/6/2020	Tanner Industries	$ 49,000.00	9/23/2020	City Council
77020	10/6/2020	Fort Bend Services	$ 42,000.00	9/23/2020	City Council
77089	10/13/2020	Florida Power & Light	$ 45,000.00	9/23/2020	City Council
77115	10/13/2020	Verizon Wireless	$ 40,765.00	9/23/2020	City Council
77116	10/13/2020	Verizon Wireless	$ 36,821.00	7/24/2012	City Council
77136	10/15/2020	Florida Power & Light	$ 48,000.00	9/23/2020	City Council
77143	10/15/2020	Florida Power & Light	$ 46,000.00	9/23/2020	City Council
77251	11/3/2020	Lisa Cullen Tax Collector	$ 36,960.00	4/24/2018	City Council
77438	11/23/2020	Bright House Networks	$ 49,000.00	10/27/2020	City Council
77492	12/7/2020	Infrastructure Solution Services	$ 48,993.00	1/23/2019	City Council
77493	12/7/2020	Infrastructure Solution Services	$ 49,748.00	1/23/2019	City Council
77652	1/20/2021	Trane (Maitland)	$ 41,796.00	12/4/2020	City Council
77654	1/20/2021	FL Dept of Corrections	$ 43,122.75	10/27/2020	City Council
77972	4/22/2021	Water Resouce Associates	$ 35,200.00	3/23/2021	City Council
77974	4/22/2021	Stantec Consulting Service	$ 41,104.00	3/13/2019	City Council

15 **Purchase Order Approved by City Council**

Prepared by Purchasing 5/7/2021

Legislation Details (With Text)

File #:	21-375	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/11/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CM-Change Orders 4-30-21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2021
Agenda Date: May 25, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of April 30, 2021. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2021 Change Orders - CM authorized to execute

applied to contingency

as of: 4/30/2021

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS21WS	Sulfurators										
Op. Rev.		217,745.00	4/27/2021	2021-035							
Project Manager:		19,795.00	contingency and other costs authorized								
account #	424-4020-536.63-00	197,950.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Vortex Services			FY2021							
	PO#	**19,795**									
WS19FR	Dyal Groundwater #2 IMS Cap and Media Replacement										
Op. Rev.		281,615.00	3/9/2021	2021-014							
Project Manager: Kevin Joseph		25,602.00	contingency and other costs authorized								
account #	424-4020-536.63-00	256,013.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Elenis Contracting			FY2021	42566	256,013.00					
	PO#77877	**25,602**									
WS21FM											
Op. Rev.		256,410.00	12/8/2020	2020-250							
Project Manager:		23,310.00	contingency and other costs authorized								
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00		
	Contractor PO# 77555	**23,310**									
WS1404											
Op. Rev.		2,616,301.00	11/10/2020	2020-229							
Project Manager:		237,845.00	contingency and other costs authorized								
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,378,456.00		$ 2,378,456.00	$ 60,647.05	
	Contractor PO# 77691	**237,845**									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	1,542,102.38	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	53,686.38	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	8,917.65	4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209,868	^contingency balance-->								
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00	64-00	Cumulative	FY20 cum	FY21 cum	
	Brandes Design-Build, Inc. FY2013 PO# 62086										
	Bid No. B-13-11-COC										
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00			
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)				
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00			
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29			
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73			
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29			
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29			
					26917	10,200.00		2,823,016.29			
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14		2,828,994.43			
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43			
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38			
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43			
					29249	32,800.00		2,871,794.43			
			CO#1		29329	(5,000.00)		2,866,794.43			
			CO#2		29212	4,151.50		2,870,945.93			
			CO#3		29905	5,327.32		2,876,273.25			
			CO#4		30046	(5,327.32)		2,870,945.93			
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43			
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93			
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09			
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03			
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09			
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09			
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09			
						(33,812.06)		2,872,062.03			
						(13.25)		2,872,048.78			
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03			
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03			
			CO#2 CDM SMITH		34520	86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		$ 2,942,214.09			
			CO#1		36547	11,430.00		$ 2,953,644.09			
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		$ 76,000.00			
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete					
		341,480	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	21-376	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/11/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	FY 2021 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	April FY 2021 EXPENSE Budget Tracking Worksheet.pdf April FY 2021 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2021
Agenda Date: May 25, 2021
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2021 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2021 thru April 30, 2021.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1100 - CITY MANAGER'S OFFICE					
11/10/20	001-1100-512.24-00	6	COVID 19 PAYOUTS RES# 2020-235		558
	001-1100-512.22-00	27			
	001-1100-512.21-00	271			
	001-1100-512.12-12	3,532			
11/17/20	001-1100-512.31-00	20,000	R/O PO #76365 Nat Res RES# 2020-245		625
04/08/21	001-1100-512.12-00	(7)	MID YEAR PAYROLL ADJ		2448
	001-1100-512.14-00	7			
3 Budget Amendments/Transfers			Division 1100 Total	$23,836	
1103 - INFORMATION TECHNOLOGY					
11/10/20	001-1103-516.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-1103-516.22-00	170			
	001-1103-516.21-00	297			
	001-1103-516.12-12	3,878			
11/17/20	001-1103-516.63-00	45,897	R/O PO #76452 Danella Con RES# 2020-245		625
	001-1103-516.63-00	13,795	R/O PO#76802 Danella Con RES# 2020-245		625
01/26/21	001-1103-516.40-00	(759)	ADD FNDS CODE ENF MODULE		1543
	001-1103-516.34-00	759			
04/08/21	001-1103-516.12-00	(452)	MID YEAR PAYROLL ADJ		2448
	001-1103-516.12-12	452			
5 Budget Amendments/Transfers			Division 1103 Total	$64,044	
1190 - LEISURE SERVICES					
04/08/21	001-1190-574.12-00	(991)	MID YEAR PAYROLL ADJ		2448
	001-1190-574.12-12	991			
1 Budget Amendments/Transfers			Division 1190 Total	$0	
1500 - FINANCE GENERAL ACCOUNTNG					
11/10/20	001-1500-513.24-00	11	COVID 19 PAYOUTS RES# 2020-235		558
	001-1500-513.21-00	472			
	001-1500-513.12-12	6,161			
04/08/21	001-1500-513.12-00	(500)	MID YEAR PAYROLL ADJ		2448

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/08/21	001-1500-513.14-00	500	MID YEAR PAYROLL ADJ		2448
2	Budget Amendments/Transfers		Division 1500 Total	$6,644	
1505 - PURCHASING					
03/09/21	001-1505-513.40-00	(1,500)	VENDORLINK CONTRACT		2023
	001-1505-513.56-15	1,500			
04/08/21	001-1505-513.12-00	(100)	MID YEAR PAYROLL ADJ		2448
	001-1505-513.14-00	100			
2	Budget Amendments/Transfers		Division 1505 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
11/10/20	001-1510-536.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-1510-536.22-00	16			
	001-1510-536.21-00	283			
	001-1510-536.12-12	3,688			
12/08/20	001-1510-536.46-00	5,923	UTIL PAY KIOSK -CITY HALL RES# 2020-249		904
	001-1510-536.64-15	56,127			
04/08/21	001-1510-536.12-00	(2,547)	MID YEAR PAYROLL ADJ		2448
	001-1510-536.12-12	2,547			
3	Budget Amendments/Transfers		Division 1510 Total	$66,044	
1600 - GENERAL OPERATIONS					
10/14/20	001-1600-513.39-00	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-1600-513.31-33	(54,153)	BENTEK BROKER CONSULT FEE		281
	001-1600-513.56-15	(35,006)			
	001-1600-513.31-00	89,159			
	001-1600-513.39-00	(16,600)	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-1600-513.48-00	(900)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.48-00	900			
11/10/20	001-1600-513.39-00	(10,426)	COVER INCR PD PATROL CARS RES# 2020-238		544
	001-1600-513.39-00	(200,000)	COVID 19 PAYOUTS RES# 2020-235		558
	001-1600-513.39-00	(132,703)			
	001-1600-581.91-03	4,083			
11/16/20	001-1600-513.31-33	(197,955)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.52-33	(100,548)			
	001-1600-513.52-33	100,548			
	001-1600-513.31-33	197,955			
12/08/20	001-1600-513.31-00	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249		904
01/12/21	001-1600-513.56-15	7,750	CLEARGOV GEN FUND PORTION RES# 2021-003		1279
	001-1600-513.42-00	999	IM SOL FY20 PO ROLL 76865 RES# 2021-003		1279
	001-1600-513.55-00	1,140			
	001-1600-513.31-00	31,725			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/12/21	001-1600-513.52-00	40,833	IM SOL FY20 PO ROLL 76865 RES# 2021-003		1279
	001-1600-513.31-00	96,000	INFO TECH RES PO 76923 RES# 2021-003		1279
	001-1600-513.31-00	11,000	THALES CONS FY20 PO 76869 RES# 2021-003		1279
01/26/21	001-1600-513.83-01	85,000	COCOA HS TRACK IMP DONATE RES# 21-005		1466
04/08/21	001-1600-513.51-00	(1,259)	FUND OVERDRAWN OPER EXP		2448
	001-1600-513.52-00	1,259			
04/13/21	001-1600-513.39-00	(85,000)	SETTLMNT / PARKIT CONSTR RES# 21-293		2526
	001-1600-513.49-00	85,000			
04/27/21	001-1600-513.39-00	100,474	COVER BUDGT COSTS / COVID RES# 2021-039		2711
	001-1600-513.39-00	60,000	LEE WENNER MAINT / BRE CO RES# 2021-039		2711
	001-1600-513.39-00	(15,000)	REVIEW GROUP INS CONTRACT RES# 2021-039		2711
	001-1600-513.31-00	15,000			
	001-1600-513.81-00	1	TIF REVENUE ROUNDING ERR RES# 2021-039		2711
	001-1600-513.39-00	(8,013)	UNEMP / NOT CARES REIMBRS RES# 2021-039		2711
	001-1600-513.25-00	8,013			
20	Budget Amendments/Transfers		Division 1600 Total	($352)	
1601 - EMERGENCY/DISASTER SVS					
01/12/21	001-1601-525.64-00	37,000	DECON UNITS COVID RESP RES# 2021-003		1279
1	Budget Amendments/Transfers		Division 1601 Total	$37,000	
1801 - HUMAN RESOURCES					
11/10/20	001-1801-513.24-00	8	COVID 19 PAYOUTS RES# 2020-235		558
	001-1801-513.22-00	314			
	001-1801-513.21-00	359			
	001-1801-513.12-12	4,689			
04/08/21	001-1801-513.12-00	(637)	MID YEAR PAYROLL ADJ		2448
	001-1801-513.12-12	637			
2	Budget Amendments/Transfers		Division 1801 Total	$5,370	
1805 - CITY CLERK					
11/10/20	001-1805-513.24-00	3	COVID 19 PAYOUTS RES# 2020-235		558
	001-1805-513.22-00	17			
	001-1805-513.21-00	123			
	001-1805-513.12-12	1,607			
1	Budget Amendments/Transfers		Division 1805 Total	$1,750	
2100 - POLICE ADMIN/OPERATIONS					
10/13/20	001-2100-521.46-03	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-2100-521.52-14	16,617	JAG GRANT CAMERAS RES # 20-213		124
11/05/20	001-2100-521.64-00	(352,824)	ASSIGN AD BUDG PROJ #S		405
	001-2100-521.52-00	(147,890)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.44-00	(79,692)	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.34-00	(51,308)		
	001-2100-521.49-21	(20,000)		
	001-2100-521.40-00	(14,508)		
	001-2100-521.55-00	(13,178)		
	001-2100-521.56-15	(12,014)		
	001-2100-521.46-00	(9,130)		
	001-2100-521.54-00	(6,310)		
	001-2100-521.41-00	(5,825)		
	001-2100-521.47-00	(5,625)		
	001-2100-521.46-03	(2,650)		
	001-2100-521.48-00	(500)		
	001-2100-521.42-00	(330)		
	001-2100-521.51-00	(250)		
	001-2100-521.56-15	26		
	001-2100-521.56-15	58		
	001-2100-521.54-00	80		
	001-2100-521.54-00	100		
	001-2100-521.47-00	120		
	001-2100-521.52-00	120		
	001-2100-521.55-00	120		
	001-2100-521.54-00	150		
	001-2100-521.51-00	250		
	001-2100-521.54-00	260		
	001-2100-521.54-00	265		
	001-2100-521.47-00	283		
	001-2100-521.42-00	330		
	001-2100-521.56-15	410		
	001-2100-521.55-00	495		
	001-2100-521.46-03	500		
	001-2100-521.48-00	500		
	001-2100-521.41-00	501		
	001-2100-521.52-00	633		
	001-2100-521.47-00	750		
	001-2100-521.47-00	875		
	001-2100-521.40-00	981		
	001-2100-521.46-03	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.41-00	1,004		
	001-2100-521.52-00	1,015		
	001-2100-521.55-00	1,020		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.34-00	1,055	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.46-03	1,150		
	001-2100-521.52-00	1,150		
	001-2100-521.47-00	1,283		
	001-2100-521.40-00	1,352		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,458		
	001-2100-521.52-00	1,473		
	001-2100-521.55-00	1,998		
	001-2100-521.52-00	2,174		
	001-2100-521.47-00	2,314		
	001-2100-521.40-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.40-00	2,500		
	001-2100-521.54-00	2,500		
	001-2100-521.54-00	2,955		
	001-2100-521.52-00	3,440		
	001-2100-521.41-00	4,320		
	001-2100-521.46-00	4,430		
	001-2100-521.55-00	4,515		
	001-2100-521.46-00	4,700		
	001-2100-521.52-00	4,751		
	001-2100-521.52-00	4,770		
	001-2100-521.55-00	5,030		
	001-2100-521.40-00	5,892		
	001-2100-521.52-00	5,952		
	001-2100-521.52-00	6,144		
	001-2100-521.52-00	7,392		
	001-2100-521.52-00	7,753		
	001-2100-521.44-00	7,800		
	001-2100-521.52-00	8,514		
	001-2100-521.52-00	9,114		
	001-2100-521.64-00	9,582		
	001-2100-521.52-00	10,744		
	001-2100-521.52-00	11,088		
	001-2100-521.56-15	11,520		
	001-2100-521.44-00	17,670		
	001-2100-521.49-21	20,000		
	001-2100-521.52-00	22,578		
	001-2100-521.64-00	24,742		
	001-2100-521.52-00	34,293		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.34-00	50,253	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.44-00	54,222		
	001-2100-521.64-00	318,500		
11/10/20	001-2100-521.52-00	(278)	COVER COSTS AFIS LIVESCAN RES# 2020-239	556
	001-2100-521.64-00	278		
	001-2100-521.64-00	10,426	COVER INCR PD PATROL CARS RES# 2020-238	544
	001-2100-521.22-00	33	COVID 19 PAYOUTS RES# 2020-235	558
	001-2100-521.24-00	1,109		
	001-2100-521.22-00	1,671		
	001-2100-521.21-00	2,565		
	001-2100-521.24-00	7,516		
	001-2100-521.13-00	8,584		
	001-2100-521.21-00	10,486		
	001-2100-521.22-01	21,265		
	001-2100-521.12-12	33,526		
	001-2100-521.12-00	121,153		
	001-2100-521.52-12	(16,980)	FY21 BPV GRANT 0410 RES# 2020-228	547
	001-2100-521.52-22	33,960		
	001-2100-521.23-00	(10,743)	RED FY21 VOCA GR AWARD RES# 2020-230	551
	001-2100-521.22-00	(7,257)		
	001-2100-521.21-00	(5,919)		
	001-2100-521.27-00	(4,800)		
	001-2100-521.12-00	(3,422)		
	001-2100-521.24-00	(132)		
	001-2100-521.64-00	(24,724)	TXFR VOCA MATCH TO PATROL RES# 2020-230	550
	001-2100-521.64-00	24,724		
11/16/20	001-2100-521.52-12	(16,980)	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.52-12	16,980		
12/22/20	001-2100-521.12-00	(1,345)	CORR NEG BAL PD ACCTS	1067
	001-2100-521.45-00	(150)		
	001-2100-521.49-00	150		
	001-2100-521.49-00	1,345		
01/12/21	001-2100-521.64-00	53,574	DANA SAFETY EQ PO 76923 RES# 2021-003	1279
01/26/21	001-2100-521.49-21	(5,000)	ADDTNL NARCA FIRST RESPON	1543
	001-2100-521.52-00	5,000		
	001-2100-521.49-00	(1,345)	CORR DEC CLEANUP	1543
	001-2100-521.49-02	1,345		
03/09/21	001-2100-521.52-00	(1,090)	CORR BUDGT AMNT	2023
	001-2100-521.52-00	390		
	001-2100-521.52-00	700		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/27/21	001-2100-521.52-12	4,684	5 PD VEST / FY20 FNDS RES# 2021-039		2711
	001-2100-521.52-00	(277)	ACCESSORIES FOR JAG CAM RES# 2021-039		2711
	001-2100-521.52-14	277			
	001-2100-521.52-14	6,077	CAMERAS FOR PARK RES# 2021-039		2711
	001-2100-521.12-00	(9,666)	CAMERAS FOR PARK / TICKET RES# 2021-039		2711
	001-2100-521.56-15	3,589	TICKET WRITER RES# 2021-039		2711
20	Budget Amendments/Transfers			Division 2100 Total $281,786	
2101 - POLICE COMMUNICATIONS					
11/05/20	001-2101-521.40-00	(8,413)	ASSIGN AD BUDG PROJ #S		405
	001-2101-521.34-00	(5,874)			
	001-2101-521.55-00	(1,000)			
	001-2101-521.54-00	(175)			
	001-2101-521.52-00	(150)			
	001-2101-521.52-00	150			
	001-2101-521.54-00	175			
	001-2101-521.55-00	1,000			
	001-2101-521.34-00	5,874			
	001-2101-521.40-00	8,413			
11/10/20	001-2101-521.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-2101-521.24-00	72			
	001-2101-521.21-00	276			
	001-2101-521.21-00	1,962			
	001-2101-521.22-00	2,562			
	001-2101-521.12-12	3,602			
	001-2101-521.12-00	24,729			
12/22/20	001-2101-521.45-00	(225)	CORR NEG BAL PD ACCTS		1067
	001-2101-521.49-00	225			
04/08/21	001-2101-521.12-00	(1,153)	MID YEAR PAYROLL ADJ		2448
	001-2101-521.12-12	1,153			
04/27/21	001-2101-521.12-00	(20,000)	FNDS FOR OT ACCOUNT RES# 2021-039		2711
	001-2101-521.14-00	20,000			
5	Budget Amendments/Transfers			Division 2101 Total $33,210	
2132 - CODE ENFORCEMENT					
11/10/20	001-2132-524.24-00	29	COVID 19 PAYOUTS RES# 2020-235		558
	001-2132-524.22-00	55			
	001-2132-524.21-00	84			
	001-2132-524.12-12	1,090			
12/22/20	001-2132-524.51-00	(300)	CORR NEG BAL PD ACCTS		1067
	001-2132-524.45-00	(45)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/22/20	001-2132-524.49-00	45	CORR NEG BAL PD ACCTS		1067
	001-2132-524.52-00	300			
03/09/21	001-2132-524.12-00	(3,300)	FUEL FUND / PC MONITOR		2023
	001-2132-524.56-15	300			
	001-2132-524.52-30	3,000			
04/08/21	001-2132-524.52-00	(75)	FND OVERDRAWN FUEL, OIL		2448
	001-2132-524.52-30	75			
4	Budget Amendments/Transfers		Division 2132 Total	$1,258	
2200 - FIRE ADMINISTRATION					
10/27/20	001-2200-522.64-16	33,180	Firehouse Sub Grant Hydraulic Equipment		303
11/10/20	001-2200-522.24-00	150	COVID 19 PAYOUTS RES# 2020-235		558
	001-2200-522.21-00	221			
	001-2200-522.12-12	2,884			
01/26/21	001-2200-522.34-00	5,883	ADD FNDS / FIRE INSPECTOR		1543
03/09/21	001-2200-522.34-00	1,325	PDCS SERVICES / FIRE PLAN		2023
04/08/21	001-2200-522.46-02	(100)	FND OVERDRAWN REPAIR/MAIN		2448
	001-2200-522.46-03	100			
5	Budget Amendments/Transfers		Division 2200 Total	$43,643	
2201 - FIRE OPERATIONS					
11/10/20	001-2201-522.24-00	1,567	COVID 19 PAYOUTS RES# 2020-235		558
	001-2201-522.21-00	2,309			
	001-2201-522.12-12	30,178			
11/16/20	001-2201-522.64-00	(45,000)	ASSIGN AD BUDG PROJ #S		405
	001-2201-522.64-00	10,000			
	001-2201-522.64-00	35,000			
01/26/21	001-2201-522.55-00	(5,883)	ADD FNDS / FIRE INSPECTOR		1543
03/09/21	001-2201-522.55-00	(1,325)	PDCS SERVICES / FIRE PLAN		2023
04/27/21	001-2201-522.12-12	46,912	ACCRUAL PAYOUTS REG SAL RES# 2021-039		2711
	001-2201-522.12-00	(1,497)	HIGHER TAX COMMISSIONS RES# 2021-039		2711
	001-2201-522.34-00	1,497			
6	Budget Amendments/Transfers		Division 2201 Total	$73,758	
3200 - ADMINISTRATION					
11/10/20	001-3200-515.24-00	11	COVID 19 PAYOUTS RES# 2020-235		558
	001-3200-515.22-00	209			
	001-3200-515.21-00	316			
	001-3200-515.12-12	4,119			
11/17/20	001-3200-515.31-00	17,425	R/O PO # 76297 S&ME RES# 2020-245		625
	001-3200-515.34-00	8,656	R/O PO #76172 Geosyntec RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/09/21	001-3200-515.34-00	(1,199)	CORR NEG BAL AD SVCS ACCT		2023
	001-3200-515.56-15	159			
	001-3200-515.52-00	339			
	001-3200-515.54-00	701			
04/08/21	001-3200-515.51-00	(701)	AMERICAN PLAN ASSOC DUES		2448
	001-3200-515.54-00	701			
	001-3200-515.12-00	(339)	FND OVERDRAWN OP SUPPLY		2448
	001-3200-515.52-00	339			
	001-3200-515.12-00	(689)	MID YEAR PAYROLL ADJ		2448
	001-3200-515.12-00	(10)			
	001-3200-515.14-00	10			
	001-3200-515.12-12	689			
7	Budget Amendments/Transfers		Division 3200 Total	$30,736	
3205 - ECONOMIC DEVELOPMENT					
11/10/20	001-3205-559.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	001-3205-559.21-00	89			
	001-3205-559.22-00	99			
	001-3205-559.12-12	1,154			
01/12/21	001-3205-554.83-10	54,741	CARES FUNDS #107-2020 RES# 2021-003		1279
2	Budget Amendments/Transfers		Division 3205 Total	$56,085	
3500 - ADMINISTRATION					
11/10/20	001-3500-519.24-00	1	COVID 19 PAYOUTS RES# 2020-235		558
	001-3500-519.21-00	22			
	001-3500-519.12-12	286			
01/26/21	001-3500-519.48-00	(100)	SOLID WASTE TRNG CLASS		1543
	001-3500-519.55-00	100			
04/08/21	001-3500-519.51-00	(16)	ADMIN CELL PHONE		2448
	001-3500-519.41-00	16			
3	Budget Amendments/Transfers		Division 3500 Total	$309	
3510 - STREET MANAGEMENT					
11/05/20	001-3510-541.64-00	(70,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.46-00	(30,000)			
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	70,000			
11/10/20	001-3510-541.46-00	(16,293)	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-3510-541.63-00	16,293			
	001-3510-541.63-00	50,000			
	001-3510-541.21-00	52	COVID 19 PAYOUTS RES# 2020-235		558
	001-3510-541.24-00	70			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-3510-541.12-12	679	COVID 19 PAYOUTS RES# 2020-235		558
11/16/20	001-3510-541.63-00	(300,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.63-00	300,000			
11/17/20	001-3510-541.46-00	58,161	R/O PO #75367 Goodson Pav RES# 2020-245		625
	001-3510-541.46-00	2	R/O PO #75368 Goodson Pav RES# 2020-245		625
	001-3510-541.63-04	7,750	R/O PO #76438 Parkit Con RESO #2020-245		625
	001-3510-541.46-00	1	R/P PO #76124 Goodson Pav RES# 2020-245		625
04/13/21	001-3510-541.63-04	(4,402)	CORRECT BUDGET RES# 21-293		2526
9	Budget Amendments/Transfers		Division 3510 Total	$112,313	
3520 - PARKS & BEAUTIFICATION					
10/27/20	001-3520-572.34-09	16,600	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-3520-572.64-00	(17,000)	ASSIGN AD BUDG PROJ #S		405
	001-3520-572.64-00	17,000			
11/10/20	001-3520-572.21-00	280	COVID 19 PAYOUTS RES# 2020-235		558
	001-3520-572.24-00	372			
	001-3520-572.12-12	3,655			
	001-3520-572.31-13	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561
	001-3520-572.31-14	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-3520-572.31-14	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-3520-572.31-13	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
12/08/20	001-3520-572.64-00	(14,879)	CORR PROJ # FOR MOWERS		870
	001-3520-572.64-00	14,879			
04/08/21	001-3520-572.46-00	(4,220)	CINTAS UNIFORMS		2448
	001-3520-572.52-00	4,220			
	001-3520-572.46-00	(1,800)	PCARD SPND / TREE SERVICE		2448
	001-3520-572.49-00	1,800			
10	Budget Amendments/Transfers		Division 3520 Total	$130,907	
3540 - PUBLIC WORKS- FLEET MAINT					
11/10/20	001-3540-519.24-00	73	COVID 19 PAYOUTS RES# 2020-235		558
	001-3540-519.21-00	199			
	001-3540-519.12-12	2,601			
11/16/20	001-3540-519.64-00	(10,000)	ASSIGN AD BUDG PROJ #S		405
	001-3540-519.64-00	10,000			
04/08/21	001-3540-519.64-00	(6,932)	R WASHINTON DEPLY COSTS		2448
	001-3540-519.49-00	6,932			
3	Budget Amendments/Transfers		Division 3540 Total	$2,873	
3560 - FACILITY MANAGEMENT					
11/10/20	001-3560-519.24-00	224	COVID 19 PAYOUTS RES# 2020-235		558

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-3560-519.21-00	439	COVID 19 PAYOUTS RES# 2020-235		558
	001-3560-519.12-12	5,739			
11/16/20	001-3560-519.64-00	(173,500)	ASSIGN AD BUDG PROJ #S		405
	001-3560-519.64-00	34,500			
	001-3560-519.64-00	37,000			
	001-3560-519.64-00	45,000			
	001-3560-519.64-00	57,000			
01/12/21	001-3560-519.64-00	35,000	UNBUDG - PD FRONT GATE RES# 2021-003		1279
04/08/21	001-3560-519.12-00	(120)	MID YEAR PAYROLL ADJ		2448
	001-3560-519.20-00	120			
4	Budget Amendments/Transfers		Division 3560 Total	$41,402	
3580 - CAPITAL PROJECTS MNGMT					
11/10/20	001-3580-519.24-00	4	COVID 19 PAYOUTS RES# 2020-235		558
	001-3580-519.22-00	46			
	001-3580-519.21-00	160			
	001-3580-519.12-12	2,088			
1	Budget Amendments/Transfers		Division 3580 Total	$2,298	
119	Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,014,914**	
3240 - HOUSING GRANTS					
11/17/20	103-3240-554.83-09	13,780	R/O PO # 76904 Cent Brev RESO #2020-234		625
	103-3240-554.83-00	348	R/O PO #76234 Green Leaf RES# 2020-245		625
	103-3240-554.83-00	8,308	R/O PO #76898 P Lynch Con RES# 2020-245		625
	103-3240-554.83-09	13,237	R/O PO #76903 Salv Army RES# 2020-245		625
	103-3240-554.83-09	13,780	R/O PO #76906 Comm Svcs RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76938 Salv Army RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76939 Cent Brev RES# 2020-245		625
12/08/20	103-3240-581.91-01	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
01/26/21	103-3240-554.83-00	(3,500)	INC OP BUDGET DUE TO COVID		1543
	103-3240-554.54-00	1,225			
	103-3240-554.51-00	2,275			
03/23/21	103-3240-554.12-09	20,672	ADMIN COST CARES GRANT RES# 2021-023		2216
04/08/21	103-3240-554.12-00	(392)	MID YEAR PAYROLL ADJ		2448
	103-3240-554.12-12	392			
11	Budget Amendments/Transfers		Division 3240 Total	$286,465	
11	Total Budget Amendments/Transfers		**CDBG**	**$286,465**	
3240 - HOUSING GRANTS					
11/17/20	104-3240-554.83-00	260,000	R/O PO #74638 Comm Housg RES# 2020-245		625
04/08/21	104-3240-554.12-00	(98)	MID YEAR PAYROLL ADJ		2448

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/08/21	104-3240-554.12-12	98	MID YEAR PAYROLL ADJ		2448
04/13/21	104-3240-554.83-00	(21,926)	REDUCE HOME CARRY FORWARD RES# 21-265		2524
	104-3240-554.83-00	(260,000)	REV BAF #210-033A PO ROLL RES# 21-265		2524
4	Budget Amendments/Transfers		Division 3240 Total	($21,926)	
	4 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**($21,926)**	
3240 - HOUSING GRANTS					
11/17/20	105-3240-554.83-00	100	R/O PO # 76080 Fed Title RES# 2020-245		625
	105-3240-554.83-00	300	R/O PO #76003 Gr Leaf Hom RESO #2020-234		625
	105-3240-554.83-00	10,000	R/O PO #76898 P Lynch Con RESO #2020-234		625
3	Budget Amendments/Transfers		Division 3240 Total	$10,400	
	3 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$10,400**	
3200 - ADMINISTRATION					
11/10/20	107-3200-515.22-00	24	COVID 19 PAYOUTS RES# 2020-235		558
	107-3200-515.24-00	67			
	107-3200-515.21-00	284			
	107-3200-515.12-12	3,709			
03/09/21	107-3200-515.34-00	(763)	CHROMEBOOK PURCHASE		2023
	107-3200-515.56-15	763			
04/08/21	107-3200-515.52-00	(303)	CHROMEBOOK PURCHASE		2448
	107-3200-515.56-15	303			
	107-3200-515.23-04	(4,265)	MID YEAR PAYROLL ADJ		2448
	107-3200-515.15-00	(240)			
	107-3200-515.12-12	(229)			
	107-3200-515.14-00	(20)			
	107-3200-515.12-00	20			
	107-3200-515.12-00	229			
	107-3200-515.12-00	240			
	107-3200-515.23-00	4,265			
4	Budget Amendments/Transfers		Division 3200 Total	$4,084	
	4 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$4,084**	
3230 - CRA ADMIN/OPERATIONS					
10/13/20	110-3230-559.39-00	(41)	COCOA CRA LIABILITY INS RES # 20-660		144
	110-3230-559.45-00	41			
	110-3230-559.39-00	(15,000)	LEE WENNER MANGROVE TRIM RES # 20-672		143
	110-3230-559.34-00	15,000			
10/14/20	110-3230-581.91-01	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
	110-3230-559.39-00	91,628			
11/10/20	110-3230-559.39-00	(254)	COVID 19 PAYOUTS RES# 2020-235		558

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/10/20	110-3230-559.24-00	1	COVID 19 PAYOUTS RES# 2020-235	558
	110-3230-559.21-00	17		
	110-3230-559.22-00	19		
	110-3230-559.12-12	217		
	110-3230-559.39-00	(5,000)	CRA FINANCIAL STATEMENT RES# 2020-757	559
	110-3230-559.32-00	5,000		
	110-3230-559.39-00	(25,000)	FIND - BOAT RAMP REHAB RES# 2020-678	561
	110-3230-581.91-32	25,000		
	110-3230-559.39-00	(30,000)	FIND - LEE WENNER DREDGE RES# 2020-677	560
	110-3230-581.91-01	30,000		
11/17/20	110-3230-559.63-00	18,664	R/O PO # 76293 Infr Sol RES# 2020-245	625
	110-3230-559.63-00	28,750	R/O PO #74623 Infr Sol RES# 2020-245	625
	110-3230-559.31-00	12,118	R/O PO #76666 Infr Sol RES# 2020-245	625
	110-3230-559.31-00	46,389	R/O PO #76790 S&ME RES# 2020-245	625
12/08/20	110-3230-559.39-00	(4,517)	ISS T/O 2020-14 PKG STUDY RES# 20-820	917
	110-3230-559.31-00	4,517		
	110-3230-559.39-00	(39,918)	LEE WENNER FISH PIER EVAL & DESIGN - RES# 20-823	918
	110-3230-559.31-00	39,918		
02/09/21	110-3230-559.39-00	(60,000)	FIGURINES-GATEWAY PROJ RES# 21-103	1684
	110-3230-559.63-00	60,000		
03/09/21	110-3230-559.39-00	(115,360)	COCOA VILLAGE CROSSWALKS RES# 21-191	2043
	110-3230-559.63-00	115,360		
	110-3230-559.39-00	(830)	CROSSWALK MARKER LIGHTS RES# 21-192	2044
	110-3230-559.52-00	830		
04/05/21	110-3230-559.31-00	(66,087)	LEE WENNER PARKING IMP RES# 21-235	2437
	110-3230-559.63-00	66,087		
17 Budget Amendments/Transfers			Division 3230 Total $105,921	
17 Total Budget Amendments/Transfers			**CRA COCOA RDA** **$105,921**	
3230 - CRA ADMIN/OPERATIONS				
10/19/20	111-3230-559.39-00	(50)	DMND SQ LIABILITY INS RES # 20-701	209
	111-3230-559.45-00	50		
11/10/20	111-3230-559.39-00	(87)	COVID 19 PAYOUTS RES# 2020-235	558
	111-3230-559.24-00	1		
	111-3230-559.21-00	6		
	111-3230-559.22-00	7		
	111-3230-559.12-12	73		
11/17/20	111-3230-559.39-00	(3,100)	APP / SURVEY 2 PARCELS RES# 2020-786	594
	111-3230-559.31-00	3,100		
02/09/21	111-3230-559.39-00	(3,600)	SIGN REPAIR / REPLACE CRA RES# 21-102	1685

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/09/21	111-3230-559.46-00	3,600	SIGN REPAIR / REPLACE CRA RES# 21-102		1685
03/15/21	111-3230-559.39-00	(600)	INC LEGAL SVCS ACCT DSCRA RES# 21-165		2161
	111-3230-559.31-01	600			
5	Budget Amendments/Transfers		Division 3230 Total	$0	
	5 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/17/20	112-3230-559.31-01	265	R/O PO # 75259 J Colombo RES# 2020-245		625
1	Budget Amendments/Transfers		Division 3230 Total	$265	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$265**	
2100 - POLICE ADMIN/OPERATIONS					
04/27/21	141-2100-521.55-00	9,130	BAF 20-086-T FOR PO ROLL RES# 2021-039		2711
1	Budget Amendments/Transfers		Division 2100 Total	$9,130	
	1 Total Budget Amendments/Transfers		**LAW ENFORCEMENT TRUST**	**$9,130**	
3580 - CAPITAL PROJECTS MNGMT					
12/08/20	303-3580-519.63-00	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
1	Budget Amendments/Transfers		Division 3580 Total	$1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
1506 - INVENTORY					
11/10/20	421-1506-536.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	421-1506-536.21-00	66			
	421-1506-536.12-12	863			
12/08/20	421-1506-536.52-00	(138)	CELL PHONE / WAREHOUSE		870
	421-1506-536.41-00	138			
2	Budget Amendments/Transfers		Division 1506 Total	$931	
1515 - UTILITY SUPPORT SERVICES					
11/10/20	421-1515-536.22-00	89	COVID 19 PAYOUTS RES# 2020-235		558
	421-1515-536.24-00	260			
	421-1515-536.21-00	556			
	421-1515-536.12-12	7,262			
11/16/20	421-1515-536.64-00	(61,500)	ASSIGN AD BUDG PROJ #S		405
	421-1515-536.64-00	61,500			
04/08/21	421-1515-536.52-30	(185)	MAILBOX HIT BY CITY VEH		2448
	421-1515-536.46-00	185			
	421-1515-536.12-00	(968)	MID YEAR PAYROLL ADJ		2448
	421-1515-536.12-12	968			
4	Budget Amendments/Transfers		Division 1515 Total	$8,167	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
4010 - WATER ADMINISTRATION				
10/27/20	421-4010-536.31-33	(38,952)	BENTEK BROKER CONSULT FEE	281
	421-4010-536.31-00	38,952		
11/10/20	421-4010-536.39-00	(75,000)	CLOSING COSTS W/S REV BND RES# 2020-231	554
	421-4010-536.73-00	75,000		
	421-4010-536.39-00	(81,502)	COVID 19 PAYOUTS RES# 2020-235	558
	421-4010-536.22-00	31		
	421-4010-536.24-00	31		
	421-4010-536.21-00	239		
	421-4010-536.12-12	3,123		
11/16/20	421-4010-536.64-00	(41,900)	ASSIGN AD BUDG PROJ #S	405
	421-4010-536.64-00	17,000		
	421-4010-536.64-00	24,900		
11/17/20	421-4010-536.31-01	2,421	R/O PO # 76240 Kirwin N RES# 2020-245	625
	421-4010-536.31-00	15,743	R/O PO #76150 Stantec RES# 2020-245	625
	421-4010-536.31-00	51,907	R/O PO #76942 Jacobs RES# 2020-245	625
	421-4010-536.56-15	7,750	R/O PO #76965 Cleargov RES# 2020-245	625
12/08/20	421-4010-536.39-00	(256,410)	RELOC TWO FORCE MAINS RES# 2020-251	905
	421-4010-536.31-00	17,550	STANTEC RATE STUDY C/O RES# 2020-249	904
01/12/21	421-4010-536.39-00	(91,770)	B MAYER TO / Area J&K GS RES #2021-002	1278
	421-4010-581.91-01	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002	1278
02/09/21	421-4010-536.39-00	(101,900)	TO 2021-21 / COCOA GROVE RES# 2021-008	1655
02/23/21	421-4010-536.39-00	(223,661)	RICHLAND VALVE/TAP RES# 2021-010	1846
03/09/21	421-4010-581.91-24	31,615	ADD FNDS DYAL FILTER #2 RES# 2021-015	2022
	421-4010-536.31-00	(7,647)	JUMPER METER / ENG INSPEC	2023
	421-4010-536.64-00	(17,000)	NEW LAB REFRIDGERATOR	2023
	421-4010-536.52-00	17,000		
04/27/21	421-4010-581.91-24	217,745	SULFUREATORS ROOF / WALLS RES # 2021-036	2710
	421-4010-581.91-24	162,842	SULFUREATORS ROOF / WALLS RES# 2021-037	2710
	421-4010-581.91-24	27,029	WS16MM MOVED TO 424 FND RES# 2021-039	2711
20 Budget Amendments/Transfers			Division 4010 Total ($133,094)	
4020 - DYAL PLANT				
10/27/20	421-4020-536.46-02	(49,000)	Spectrum Network Service Banana River & Viera	304
	421-4020-536.46-02	49,000		
11/10/20	421-4020-536.22-00	125	COVID 19 PAYOUTS RES# 2020-235	558
	421-4020-536.24-00	855		
	421-4020-536.21-00	1,848		
	421-4020-536.12-12	24,153		
	421-4020-536.46-00	(36,458)	PRCHSE BYPASS PUMP RES# 2020-237	553

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/10/20	421-4020-536.64-00	36,458	PRCHSE BYPASS PUMP RES# 2020-237	553
11/16/20	421-4020-536.63-00	(160,000)	ASSIGN AD BUDG PROJ #S	405
	421-4020-536.63-00	160,000		
11/17/20	421-4020-536.63-00	59,611	R/O PO # 76439 Jacobs RES# 2020-245	625
	421-4020-536.46-00	91,484	R/O PO # 76864 Ring Power RES# 2020-245	625
	421-4020-536.64-00	186,195	R/O PO # 76947 Xylem RES# 2020-245	625
	421-4020-536.46-00	61,276	R/O PO #75893 CE Power RES# 2020-245	625
	421-4020-536.46-00	4,794	R/O PO #75906 Ring Power RES# 2020-245	625
	421-4020-536.34-00	3,223	R/O PO #76448 BioTech RES# 2020-245	625
	421-4020-536.31-03	9,280	R/O PO #76475 Vortex RES# 2020-245	625
	421-4020-536.46-00	3,396	R/O PO #76934 Blind Spot RES# 2020-245	625
	421-4020-536.46-02	(49,000)	SPECTRUM NETWORK SERVICE RES# 2020-219	595
	421-4020-536.41-00	49,000		
12/08/20	421-4020-536.56-15	23,400	FINISH FIBER RING INSTALL	870
	421-4020-536.64-00	23,890	PURCHASE LAWNMOWERS	870
	421-4020-536.46-02	(47,290)	PURCHASE LAWNMOWERS & FINISH FIBER RING INSTALL	870
03/09/21	421-4020-536.46-00	(31,615)	ADD FNDS DYAL FILTER #2 RES# 2021-015	2022
04/13/21	421-4020-536.46-00	(60,000)	DYAL WTP / AMMONIUM SULFA RES# 21-188	2523
	421-4020-536.52-09	(27,333)		
	421-4020-536.52-09	87,333		
	421-4020-536.43-00	(90,000)	DYAL WTP OPER EXPENSES RES# 21-262	2522
	421-4020-536.46-00	(49,000)		
	421-4020-536.52-00	1,026		
	421-4020-536.52-00	5,820		
	421-4020-536.52-00	7,495		
	421-4020-536.52-00	12,611		
	421-4020-536.52-00	14,000		
	421-4020-536.52-00	98,048		
04/27/21	421-4020-536.46-00	(147,590)	SULFUREATORS ROOF / WALLS RES # 2021-036	2710
	421-4020-536.46-00	(70,155)		
	421-4020-536.46-00	(160,000)	SULFUREATORS ROOF / WALLS RES# 2021-037	2710
	421-4020-536.46-00	(2,842)		
21 Budget Amendments/Transfers			Division 4020 Total $34,038	
4025 - WATER FIELD OPERATIONS				
11/10/20	421-4025-536.24-00	500	COVID 19 PAYOUTS RES# 2020-235	558
	421-4025-536.21-00	1,064		
	421-4025-536.12-12	13,905		
11/16/20	421-4025-536.64-00	(354,440)	ASSIGN AD BUDG PROJ #S	405
	421-4025-536.64-00	11,050		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/16/20	421-4025-536.64-00	123,858	ASSIGN AD BUDG PROJ #S	405
	421-4025-536.64-00	219,532		
11/17/20	421-4025-536.46-00	133,948	R/O PO #75930 Goodson RES# 2020-245	625
	421-4025-536.46-00	721	R/O PO #76406 Mead & Hunt RES# 2020-245	625
	421-4025-536.46-00	56,743	R/O PO #76628 DP Develop RES# 2020-245	625
	421-4025-536.46-00	4,507	R/O PO #76777 Mead & Hunt RES# 2020-245	625
	421-4025-536.46-00	3,900	R/O PO #76959 Dial Plbg RES# 2020-245	625
	421-4025-536.56-15	19,038	R/O PO #76964 Morse Comm RES# 2020-245	625
	421-4025-536.55-00	5,480	R/O PO #76987 FW&PCOA RES# 2020-245	625
02/23/21	421-4025-536.46-00	223,661	RICHLAND VALVE/TAP RES# 2021-010	1846
04/08/21	421-4025-536.12-00	(152)	ACCRUAL PAYOUTS	2448
	421-4025-536.12-12	152		
11	Budget Amendments/Transfers		Division 4025 Total $463,467	
4055 - ENGINEERING				
11/10/20	421-4055-536.24-00	59	COVID 19 PAYOUTS RES# 2020-235	558
	421-4055-536.22-00	81		
	421-4055-536.21-00	418		
	421-4055-536.12-12	5,454		
11/16/20	421-4055-536.63-00	(144,141)	ASSIGN AD BUDG PROJ #S	405
	421-4055-536.63-00	43,808		
	421-4055-536.63-00	100,333		
11/17/20	421-4055-536.31-03	12,978	R/O PO # 75740 Bussen May RES# 2020-245	625
	421-4055-536.63-00	27,271	R/O PO # 76691 Carollo RES# 2020-245	625
	421-4055-536.63-00	167,104	R/O PO # 76901 Carollo RES# 2020-245	625
	421-4055-536.63-00	143,094	R/O PO # 76986 Jacobs RES# 2020-245	625
	421-4055-536.63-00	3,182	R/O PO #71688 Mead & Hunt RES# 2020-245	625
	421-4055-536.63-00	1,005	R/O PO #71946 Bussen May RES# 2020-245	625
	421-4055-536.63-00	27,029	R/O PO #74901 Mead & Hunt RES# 2020-245	625
	421-4055-536.31-03	9,120	R/O PO #75744 Bussen May RES# 2020-245	625
	421-4055-536.63-00	420,315	R/O POn #71924 Brandes RES# 2020-245	625
12/08/20	421-4055-536.63-00	83,490	CAPE CAN WM REPL RES# 2020-249	904
	421-4055-536.63-00	123,061	FORCE MAIN REPAIRS RES# 2020-249	904
	421-4055-536.63-00	210,572	IND PK PUMP STN RES# 2020-249	904
	421-4055-536.63-00	256,410	RELOC TWO FORCE MAINS RES# 2020-251	905
01/12/21	421-4055-536.63-00	200,000	ADD FNDS PROJ WS20GT RES# 2021-003	1279
02/09/21	421-4055-536.63-00	101,900	TO 2021-21 / COCOA GROVE RES# 2021-008	1655
03/09/21	421-4055-536.46-00	7,647	JUMPER METER / ENG INSPEC	2023
04/08/21	421-4055-536.12-00	(1,095)	ACCRUAL PAYOUTS	2448

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/08/21	421-4055-536.12-12	1,095	ACCRUAL PAYOUTS		2448
	421-4055-536.49-00	(368)	PURCHASE CHROMEBOOK		2448
	421-4055-536.52-00	368			
04/27/21	421-4055-536.31-03	178,052	MOV BDGT FOR PO 77279 RES# 2021-039		2711
	421-4055-536.63-00	(27,029)	WS16MM MOVED TO 424 FND RES# 2021-039		2711
22	Budget Amendments/Transfers		Division 4055 Total	$1,951,213	
4120 - WATER RECLAMATION					
11/10/20	421-4120-536.22-00	109	COVID 19 PAYOUTS RES# 2020-235		558
	421-4120-536.24-00	330			
	421-4120-536.21-00	924			
	421-4120-536.12-12	12,075			
11/16/20	421-4120-536.64-00	(77,341)	ASSIGN AD BUDG PROJ #S		405
	421-4120-536.64-15	(10,000)			
	421-4120-536.64-15	10,000			
	421-4120-536.64-00	37,280			
	421-4120-536.64-00	40,061			
12/22/20	421-4120-536.52-00	(368)	CORR NEG BAL W/S ACCTS		1067
	421-4120-536.41-00	368			
01/26/21	421-4120-536.52-00	(2,600)	COVER DEP FINE		1543
	421-4120-536.49-00	2,600			
	421-4120-536.64-00	(5,540)	REBDGT / NOT CAPITAL		1543
	421-4120-536.52-00	5,540			
03/09/21	421-4120-536.52-00	(6,000)	ANNUAL FL DEP RENEWAL		2023
	421-4120-536.49-00	6,000			
	421-4120-536.52-00	(300)	CLASSIFIED ADS		2023
	421-4120-536.49-00	300			
04/08/21	421-4120-536.12-00	(1,081)	CARROLO ENG / PO 77296		2448
	421-4120-536.31-03	1,081			
	421-4120-536.46-02	(5,771)	DEP ANNUAL SERVICE FEE		2448
	421-4120-536.49-00	5,771			
04/27/21	421-4120-536.63-00	45,243	BRANDES DESIGN PO 071959 RES# 2021-039		2711
	421-4120-536.46-00	(149,643)	CORR GL ACCT PO 77296 RES# 2021-039		2711
	421-4120-536.56-15	600			
	421-4120-536.31-03	149,043			
11	Budget Amendments/Transfers		Division 4120 Total	$58,681	
4125 - SEWER FIELD OPERATIONS					
10/13/20	421-4125-536.46-00	(52,859)	TO 2021-17 / CAROLLO ENG RES # 20-210		126
	421-4125-536.31-03	52,859			
11/10/20	421-4125-536.24-00	231	COVID 19 PAYOUTS RES# 2020-235		558

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	421-4125-536.21-00	487	COVID 19 PAYOUTS RES# 2020-235		558
	421-4125-536.12-12	6,362			
11/16/20	421-4125-536.64-15	(130,000)	ASSIGN AD BUDG PROJ #S		405
	421-4125-536.64-15	130,000			
11/17/20	421-4125-536.46-00	3,060	R/O PO # 76711 EJ USA RES# 2020-245		625
	421-4125-536.46-00	7,430	R/O PO # 76954 Barneys RES# 2020-245		625
	421-4125-536.46-00	3,300	R/O PO # 76955 Graybar RES# 2020-245		625
	421-4125-536.64-00	149,980	R/O PO #76667 Mid Fl Dies RES# 2020-245		625
04/08/21	421-4125-536.12-00	(311)	ACCRUAL PAYOUTS		2448
	421-4125-536.12-12	311			
8 Budget Amendments/Transfers			Division 4125 Total	$170,850	
99 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$2,554,253**	
3570 - STORMWATER UTILITY					
10/27/20	423-3570-538.31-33	(1,901)	BENTEK BROKER CONSULT FEE		281
	423-3570-538.31-00	1,901			
	423-3570-538.39-00	(28,736)	Wilson Ave SW pipe		302
	423-3570-538.63-00	28,736			
11/10/20	423-3570-538.63-00	(35,550)	CORR ACCT - DRAINAGE PROJ RES# 2020-238		540
	423-3570-538.64-00	35,550			
	423-3570-538.39-00	(2,754)	COVID 19 PAYOUTS RES# 2020-235		558
	423-3570-538.22-00	38			
	423-3570-538.21-00	177			
	423-3570-538.24-00	235			
	423-3570-538.12-12	2,304			
11/16/20	423-3570-538.63-00	(480,000)	ASSIGN AD BUDG PROJ #S		405
	423-3570-538.31-33	(6,946)			
	423-3570-538.52-33	(3,528)			
	423-3570-538.52-33	3,528			
	423-3570-538.31-33	6,946			
	423-3570-538.63-00	45,000			
	423-3570-538.63-00	45,000			
	423-3570-538.63-00	50,000			
	423-3570-538.63-00	50,000			
	423-3570-538.63-00	100,000			
	423-3570-538.63-00	190,000			
11/17/20	423-3570-538.46-00	92,576	R/O PO # 76547 C&D Const RES# 2020-245		625
	423-3570-538.64-00	(972)	R/O PO #76209 Mead & Hunt RES# 2020-245		625
	423-3570-538.63-00	1,213	R/O PO #76209 Mead & Hunt RESO #2020-245		625
	423-3570-538.63-00	45,460	R/O PO #76945 Infr Sol RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/08/20	423-3570-538.63-00	(972)	CORR BDGT - PO 76209 FISKE BLVD IMPROVEMENTS		870
	423-3570-538.64-00	972			
12/11/20	423-3570-538.34-10	(27,979)	CORR ACCT # TX COLL FEE FEES		933
	423-3570-538.34-00	27,979			
02/23/21	423-3570-538.39-00	(7,647)	FLOATING WETLAND PROJECT RES# 2021-012		1845
	423-3570-538.63-00	7,647			
03/17/21	423-3570-538.31-00	(2,500)	SAMSARA VEHICLE GPS SVC		2114
	423-3570-538.56-15	2,500			
04/08/21	423-3570-538.12-00	(100)	MID YEAR PAYROLL ADJ		2448
	423-3570-538.12-12	100			
	423-3570-538.63-00	(45,000)	PROJECT TXFR STORMWATER		2448
	423-3570-538.63-00	(10,890)			
	423-3570-538.63-00	14,020			
	423-3570-538.63-00	41,870			
15	Budget Amendments/Transfers		Division 3570 Total	$138,277	
	15 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$138,277**	
4020 - DYAL PLANT					
11/16/20	424-4020-536.63-00	(1,600,000)	ASSIGN AD BUDG PROJ #S		405
	424-4020-536.64-15	(250,000)			
	424-4020-536.64-00	(200,000)			
	424-4020-536.64-00	200,000			
	424-4020-536.63-00	250,000			
	424-4020-536.63-00	250,000			
	424-4020-536.64-15	250,000			
	424-4020-536.63-00	500,000			
	424-4020-536.63-00	600,000			
01/26/21	424-4020-536.64-15	(12,856)	CORR PROJ # PO 77373		1543
	424-4020-536.64-15	12,856			
03/09/21	424-4020-536.63-00	(250,000)	ADD FNDS DYAL FILTER #2 RES# 2021-015		2022
	424-4020-536.63-00	31,615			
	424-4020-536.63-00	250,000			
04/27/21	424-4020-536.63-00	217,745	SULFUREATORS ROOF / WALLS RES # 2021-036		2710
	424-4020-536.63-00	162,842	SULFUREATORS ROOF / WALLS RES# 2021-037		2710
5	Budget Amendments/Transfers		Division 4020 Total	$412,202	
4025 - WATER FIELD OPERATIONS					
04/13/21	424-4025-536.63-00	102,707	INTERLOCAL / COCOA BEACH RES# 21-258		2525
1	Budget Amendments/Transfers		Division 4025 Total	$102,707	
4055 - ENGINEERING					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/16/20	424-4055-536.63-00	(7,144,879)	ASSIGN AD BUDG PROJ #S		405
	424-4055-536.63-06	(1,090,000)			
	424-4055-536.63-00	50,000			
	424-4055-536.63-00	120,000			
	424-4055-536.63-00	300,000			
	424-4055-536.63-00	860,879			
	424-4055-536.63-00	964,000			
	424-4055-536.63-00	1,000,000			
	424-4055-536.63-06	1,090,000			
	424-4055-536.63-00	1,350,000			
	424-4055-536.63-00	2,500,000			
01/12/21	424-4055-536.63-00	14,800	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
	424-4055-536.63-00	76,970			
04/13/21	424-4055-536.63-00	(102,707)	INTERLOCAL / COCOA BEACH RES# 21-258		2525
04/27/21	424-4055-536.63-00	(178,052)	MOV BDGT FOR PO 77279 RES# 2021-039		2711
	424-4055-536.63-00	27,029	WS16MM MOVED TO 424 FND RES# 2021-039		2711
5	Budget Amendments/Transfers		Division 4055 Total	($161,960)	
4120 - WATER RECLAMATION					
11/16/20	424-4120-536.63-00	(525,000)	ASSIGN AD BUDG PROJ #S		405
	424-4120-536.63-00	525,000			
1	Budget Amendments/Transfers		Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
11/16/20	424-4125-536.63-00	(675,000)	ASSIGN AD BUDG PROJ #S		405
	424-4125-536.63-00	275,000			
	424-4125-536.63-00	400,000			
04/27/21	424-4125-536.63-00	(65,405)	INSITUFORM CHANGE ORDER RES# 2021-035		2714
	424-4125-536.63-00	65,405			
2	Budget Amendments/Transfers		Division 4125 Total	$0	
14	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$352,949**	
4700 - DEBT SERVICE					
12/22/20	425-4700-517.72-12	(1,696,550)	CORR ACCT # FY21 INT BUDG		1066
	425-4700-517.72-13	(965,200)			
	425-4700-517.72-11	(746,147)			
	425-4700-517.72-14	(375,314)			
	425-4700-517.72-09	(280,225)			
	425-4700-591.72-09	280,225			
	425-4700-591.72-14	375,314			
	425-4700-591.72-11	746,147			
	425-4700-591.72-13	965,200			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/22/20	425-4700-591.72-12	1,696,550	CORR ACCT # FY21 INT BUDG		1066
1 Budget Amendments/Transfers			Division 4700 Total	$0	
1 Total Budget Amendments/Transfers			**W/S RESTRICTED ASSETS**	**$0**	
4010 - WATER ADMINISTRATION					
12/08/20	426-4010-536.31-00	1,800	INVESTMT FEES RES# 2020-249		904
1 Budget Amendments/Transfers			Division 4010 Total	$1,800	
4055 - ENGINEERING					
11/17/20	426-4055-536.63-00	238,436	R/O PO # 74898 CH2M Hill RES# 2020-245		625
	426-4055-536.62-00	5,998,561	R/O PO # 76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	1,941,791	R/O PO #76379 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	8,400,780	R/O PO #76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	392,307	R/O PO# 76378 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	248,830	R/O PO# 76789 Stewarts El RES# 2020-245		625
	426-4055-536.64-00	1,705,105	R/O PO#76454 Wh Smith RES# 2020-245		625
12/08/20	426-4055-536.63-00	1,800,673	CCRIP/BOND INT RES# 2020-249		904
	426-4055-536.63-00	9,546,142	PINEDA SUB AQ PIPE RES# 2020-249		904
01/15/21	426-4055-536.63-00	(815,628)	CORR PROJ # FOR CCRIP SECURITY PROJ		1305
	426-4055-536.63-00	815,628			
10 Budget Amendments/Transfers			Division 4055 Total	$30,272,625	
4120 - WATER RECLAMATION					
11/17/20	426-4120-536.63-00	6,434	R/O PO # 74875 Carollo RES# 2020-245		625
12/08/20	426-4120-536.63-00	2,670,762	SELLERS FLOW IMPR RES# 2020-249		904
2 Budget Amendments/Transfers			Division 4120 Total	$2,677,196	
13 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$32,951,621**	

308 Transfers & Amendments between 10/1/2020 and 4/30/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **38,906,353**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2021 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/13/20	001-0000-369.96-00	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION	125
	001-0000-331.20-19	16,617	JAG GRANT CAMERAS RES # 20-213	124
10/14/20	001-0000-381.91-10	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR	127
10/27/20	001-0000-366.10-15	33,180	Firehouse Sub Grant Hydraulic Equipment	303
11/05/20	001-0000-331.20-15	(126,896)	ASSIGN AD BUDG PROJ #S	405
	001-0000-389.99-50	(105,000)		
	001-0000-331.20-16	(10,000)		
	001-0000-331.20-16	10,000		
	001-0000-389.99-50	35,000		
	001-0000-389.99-50	70,000		
	001-0000-331.20-15	126,896		
11/10/20	001-0000-337.40-02	50,000	AURORA ST SIDEWALK PROJ RES# 2020-236	555
	001-0000-381.91-10	25,000	FIND - BOAT RAMP REHAB RES# 2020-678	561
	001-0000-381.91-10	30,000	FIND - LEE WENNER DREDGE RES# 2020-677	560
	001-0000-337.30-17	30,000	FIND GRANT DREDGING RES# 2020-233	534
	001-0000-337.30-18	25,000	FIND GRANT LWP RAMP RES# 2020-232	536
	001-0000-331.20-21	16,980	FY21 BPV GRANT 0410 RES# 2020-228	547
	001-0000-331.20-15	(32,273)	RED FY21 VOCA GR AWARD RES# 2020-230	551
11/17/20	001-0000-389.99-50	171,687	FY21 PO ROLLOVER RES# 2020-245	625
12/08/20	001-0000-389.99-50	(175,000)	BREV CO PMT JLS CONST RES# 2020-248	903
	001-0000-381.91-03	175,000		
	001-0000-389.99-50	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249	904
	001-0000-389.99-50	62,050	UTIL PAY KIOSK -CITY HALL RES# 2020-249	904
01/12/21	001-0000-389.99-50	53,574	ADD FNDS FY20 PO ROLLOVER 76923 / RES# 2021-003	1279
	001-0000-389.99-50	226,447	ADD FNDS FY20 PO ROLLOVER RES# 2021-003	1279
	001-0000-334.50-10	54,741	CARES FUNDS #107-2020 RES# 2021-003	1279
	001-0000-389.99-50	35,000	UNBUDG - PD FRONT GATE RES# 2021-003	1279
01/26/21	001-0000-389.99-50	85,000	COCOA HS TRACK IMP DONATE RES# 21-005	1466
04/13/21	001-0000-389.99-50	(4,402)	CORRECT BUDGET RES# 21-293	2526
	001-0000-389.99-50	(3,349)	CORRECT BUDGET RES# 21-293	2526
	001-0000-331.39-11	3,349		
04/27/21	001-0000-389.99-50	4,684	5 PD VEST / FY20 FNDS RES# 2021-039	2711

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/27/21	001-0000-389.99-50	46,912	ACCRUAL PAYOUTS REG SAL RES# 2021-039		2711
	001-0000-389.99-50	(37,000)	CORR BAF 21-039-A RES# 2021-039		2711
	001-0000-366.00-00	37,000			
	001-0000-337.60-01	100,474	COVER BUDGT COSTS / COVID RES# 2021-039		2711
	001-0000-366.00-00	60,000	LEE WENNER MAINT / BRE CO RES# 2021-039		2711
	001-0000-389.99-50	1	TIF REVENUE ROUNDING ERR RES# 2021-039		2711
29	Budget Amendments/Transfers		Division 0000 Total	$1,014,914	
29	Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,014,914**	
11/17/20	103-0000-389.99-50	90,795	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	103-0000-338.10-04	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
03/23/21	103-0000-389.99-50	(82,137)	ADMIN COST CARES GRANT RES# 2021-023		2216
	103-0000-331.54-00	20,672			
	103-0000-331.54-09	82,137	REBUDGET FY20 OPEN POS RES# 2021-023/BA21033a		2216
4	Budget Amendments/Transfers		Division 0000 Total	$286,467	
4	Total Budget Amendments/Transfers		**CDBG**	**$286,467**	
11/17/20	104-0000-389.99-50	260,000	FY21 PO ROLLOVER RES# 2020-245		625
04/13/21	104-0000-389.99-10	(21,926)	REDUCE HOME CARRY FORWARD RES# 21-265		2524
	104-0000-389.99-50	(260,000)	REV BAF #210-033A PO ROLL RES# 21-265		2524
3	Budget Amendments/Transfers		Division 0000 Total	($21,926)	
3	Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**($21,926)**	
11/17/20	105-0000-389.99-10	10,400	FY21 PO ROLLOVER RES# 2020-245		625
1	Budget Amendments/Transfers		Division 0000 Total	$10,400	
1	Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$10,400**	
11/10/20	107-0000-381.91-01	4,084	COVID 19 PAYOUTS RES# 2020-235		558
1	Budget Amendments/Transfers		Division 0000 Total	$4,084	
1	Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$4,084**	
11/17/20	110-0000-389.99-50	105,921	FY21 PO ROLLOVER RES# 2020-245		625
1	Budget Amendments/Transfers		Division 0000 Total	$105,921	
1	Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$105,921**	
11/17/20	112-0000-389.99-10	265	FY21 PO ROLLOVER RES# 2020-245		625
1	Budget Amendments/Transfers		Division 0000 Total	$265	
1	Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$265**	
04/27/21	141-0000-389.99-11	9,130	BAF 20-086-T FOR PO ROLL RES# 2021-039		2711
1	Budget Amendments/Transfers		Division 0000 Total	$9,130	
1	Total Budget Amendments/Transfers		**LAW ENFORCEMENT TRUST**	**$9,130**	
12/08/20	303-0000-389.99-50	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Budget Amendments/Transfers			Division 0000 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/17/20	421-0000-389.99-50	138,277	FY21 PO ROLLOVER RES# 2020-245		625
	421-0000-389.99-50	1,696,283			
12/08/20	421-0000-389.99-50	434,673	UTIL PROJ - NOT YET BEGUN RES# 2020-249		904
12/15/20	421-0000-389.99-50	(138,277)	CORR ENTRY / INCORR FND BA-21-033-A		971
01/12/21	421-0000-389.99-50	200,000	ADD FNDS PROJ WS20GT RES# 2021-003		1279
04/27/21	421-0000-389.99-50	45,243	BRANDES DESIGN PO 071959 RES# 2021-039		2711
	421-0000-381.91-24	178,052	MOV BDGT FOR PO 77279 RES# 2021-039		2711
6 Budget Amendments/Transfers			Division 0000 Total	$2,554,251	
6 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$2,554,251**	
12/15/20	423-0000-389.99-50	138,277	CORR ENTRY / INCORR FND BA-21-033-A		971
1 Budget Amendments/Transfers			Division 0000 Total	$138,277	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$138,277**	
01/12/21	424-0000-381.91-21	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
03/09/21	424-0000-381.91-21	31,615	ADD FNDS DYAL FILTER #2 RES# 2021-015		2022
04/27/21	424-0000-381.91-21	(178,052)	MOV BDGT FOR PO 77279 RES# 2021-039		2711
	424-0000-381.91-21	217,745	SULFUREATORS ROOF / WALLS RES # 2021-036		2710
	424-0000-381.91-21	162,842	SULFUREATORS ROOF / WALLS RES# 2021-037		2710
	424-0000-381.91-21	27,029	WS16MM MOVED TO 424 FND RES# 2021-039		2711
6 Budget Amendments/Transfers			Division 0000 Total	$352,949	
6 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$352,949**	
11/17/20	426-0000-389.99-50	18,932,244	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	426-0000-389.99-50	14,019,377	BOND PROJ - NOT YET BEGUN RES# 2020-249		904
2 Budget Amendments/Transfers			Division 0000 Total	$32,951,621	
2 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$32,951,621**	

57 Transfers & Amendments between 10/1/2020 and 4/30/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **38,906,353**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2021 - Budget Tracking Worksheets\FY 2021 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 5/11/2021

Legislation Details (With Text)

File #:	21-377	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/11/2021			**In control:**	City Council
On agenda:	5/25/2021			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification Report - April 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2021
Agenda Date: May 25, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending April 2021 (FY21) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This April 2021 (FY21) report is unaudited and preliminary. Some line items reflect an over budget balance at this time due to the timing of the rollover of purchase orders from FY21 and the re-appropriation of their related budgets.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the

year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.



FY 2021 Budget by Classification Report - Summary Listing

4/30/2021

Target for April 2021 is 58%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 10,074,429		$ 8,202,929	$ 1,871,500	81%
OTHER PERMITS AND FEES	$ 4,403,003		$ 3,471,356	$ 931,647	79%
INTERGOVERNMENTAL	$ 2,392,116		$ 1,767,549	$ 624,567	74%
CHARGES FOR SERVICES	$ 12,422,689		$ 7,368,042	$ 5,054,647	59%
FINES AND FORFEITURES	$ 14,813		$ 9,486	$ 5,327	64%
MISCELLANEOUS	$ 865,133		$ 449,577	$ 415,556	52%
OTHER SOURCES (NON-REVENUE)	$ 12,193,764		$ 5,738,218	$ 6,455,546	47%
REVENUE TOTALS	**$ 42,365,947**		**$ 27,007,157**	**$ 15,358,790**	**64%**
EXPENSE					
SALARIES AND BENEFITS	$ 25,046,421	$ 1,782	$ 12,362,419	$ 12,682,220	49%
OPERATING EXPENDITURES	$ 12,793,079	$ 2,461,656	$ 5,518,698	$ 4,812,725	62%
CAPITAL OUTLAY	$ 1,316,310	$ 607,924	$ 496,199	$ 212,187	84%
GRANTS, AIDS AND OTHER	$ 3,210,137	$ -	$ 2,468,136	$ 742,001	77%
EXPENSE TOTALS	**$ 42,365,947**	**$ 3,071,362**	**$ 20,845,452**	**$ 18,449,133**	**56%**
REVENUE TOTALS	**$ 42,365,947**	**$ -**	**$ 27,007,157**	**$ 15,358,790**	**64%**
EXPENSE TOTALS	**$ 42,365,947**	**$ 3,071,362**	**$ 20,845,452**	**$ 18,449,133**	**56%**
	$ -	**$ (3,071,362)**	**$ 6,161,705**	**$ (3,090,343)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	100,000	341,534.02	342	6,326,904	6,292,460.67	100	6,626,904	334,443.33
20 00	DELINQUENT TAXES	0	346.71		0	977.05		15,000	14,022.95
25 00	PENALTIES RE: TAXES	0	461.72		0	4,538.17		5,000	461.83
30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311 **	AD VALOREM	100,000	342,342.45	342	6,326,904	6,297,975.89	100	6,846,904	548,928.11
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	46,144	65,731.24	142	323,008	288,755.10	89	553,736	264,980.90
312 **	SALES USE AND FUEL TAXES	46,144	65,731.24	142	323,008	288,755.10	89	553,736	264,980.90
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	137,995.64	110	875,000	849,934.09	97	1,500,000	650,065.91
30 00	WATER-COCOA	30,423	35,106.15	115	212,961	220,578.33	104	365,082	144,503.67
40 00	GAS	1,433	4,725.30	330	10,031	29,571.77	295	17,200	12,371.77-
80 00	PROPANE	1,666	1,980.47	119	11,662	11,398.13	98	20,000	8,601.87
314 **	UTILITY SERVICE TAX	158,522	179,807.56	113	1,109,654	1,111,482.32	100	1,902,282	790,799.68
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	51,292	48,776.24	95	359,044	381,399.41	106	615,507	234,107.59
315 **	COMMUNICATION SERVICE TAX	51,292	48,776.24	95	359,044	381,399.41	106	615,507	234,107.59
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	1,000	1,491.01	149	151,000	123,316.24	82	156,000	32,683.76
316 **	LOCAL BUSINESS TAX	1,000	1,491.01	149	151,000	123,316.24	82	156,000	32,683.76
310 ***	TAXES	356,958	638,148.50	179	8,269,610	8,202,928.96	99	10,074,429	1,871,500.04
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	1,047.39		0	935.25		0	935.25-
322 **	BUILDING PERMITS	0	1,047.39		0	935.25		0	935.25-
323	FRANCHISE FEES								
10 00	ELECTRICITY	116,666	94,925.46	81	816,662	513,859.94	63	1,400,000	886,140.06
40 00	GAS	2,900	7,355.89	254	20,300	42,722.40	211	34,800	7,922.40-
70 00	SOLID WASTE	15,641	17,342.44	111	109,487	122,559.38	112	187,703	65,143.62
323 **	FRANCHISE FEES	135,207	119,623.79	89	946,449	679,141.72	72	1,622,503	943,361.28
325	SPECIAL ASSESSMENT								
22 01	CHARGES FOR PUBLIC SVCS	0	248,791.95		2,614,500	2,732,150.99	105	2,614,500	117,650.99-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
22 02	DELINQUENT TAX	0	311.28		0	934.35		2,000	1,065.65
22 03	PENALTIES	0	70.49		0	261.35		2,000	1,738.65
22 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	0	249,173.72		2,614,500	2,733,346.69	105	2,768,500	35,153.31
325 **	SPECIAL ASSESSMENT	0	249,173.72		2,614,500	2,733,346.69	105	2,768,500	35,153.31
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	4,637.55	557	5,831	47,112.30	808	10,000	37,112.30-
35 00	FIRE INSPECTIONS	166	1,420.00	855	1,162	10,820.00	931	2,000	8,820.00-
329 **	OTHER PERMITS & FEES	999	6,057.55	606	6,993	57,932.30	828	12,000	45,932.30-
320 ***	OTHER PERMITS & FEES	136,206	375,902.45	276	3,567,942	3,471,355.96	97	4,403,003	931,647.04
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		85,500	128,250.00	150	171,000	42,750.00
20 15	VICTIMS OF CRIME ACT GRNT	7,640	.00		56,414	26,819.58	48	94,623	67,803.42
20 16	INTERNET CRIMES GRANT	833	.00		5,831	.00		10,000	10,000.00
20 19	JAG 2020-DJ-BX-0410	0	.00		16,617	.00		16,617	16,617.00
20 21	BULLET PROOF V 2020	0	.00		16,980	.00		16,980	16,980.00
20 *	PUBLIC SAFETY	8,473	.00		181,342	155,069.58	86	309,220	154,150.42
39 11	FHA/FDOT LAP441205-1-5801	558	70,590.82	2651	558	70,590.82	2651	3,349	67,241.82-
39 12	USDA/FOREST SVC 26866	0	13,886.10		15,000	13,886.10	93	15,000	1,113.90
39 *	OTHER PHYSCAL ENVIRONMENT	558	84,476.92	5139	15,558	84,476.92	543	18,349	66,127.92-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	9,031	84,476.92	935	196,900	239,546.50	122	327,569	88,022.50
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	5,899.65		0	5,899.65		26,000	20,100.35
333 **	PAYMENT IN LIEU OF TAXES	0	5,899.65		0	5,899.65		26,000	20,100.35
334	STATE GRANT								
50 10	CARES CRF #107-2020	6,082	.00		24,328	54,741.25	225	54,741	.25-
50 *	ECONOMIC ENVIRONMENT	6,082	.00		24,328	54,741.25	225	54,741	.25-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
334		STATE GRANT								
334	**	STATE GRANT	6,082	.00		24,328	54,741.25	225	54,741	.25-
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	41,916	42,216.81	101	293,412	295,517.67	101	503,000	207,482.33
12	20	8TH CNT MUNICIPAL GAS TAX	12,736	11,955.92	94	89,152	83,691.50	94	152,832	69,140.50
12	*	STATE REVENUE SHARING	54,652	54,172.73	99	382,564	379,209.17	99	655,832	276,622.83
14	00	MOBILE HOME LICENSES	1,833	2,390.49	130	12,831	19,156.53	149	22,000	2,843.47
15	00	ALCOHOLIC BEVERAGE	416	15,793.18	3796	2,912	17,502.72	601	5,000	12,502.72-
18	00	LOCAL GOVERNMENT 1/2 CENT	87,875	92,753.08	106	615,125	581,573.61	95	1,054,500	472,926.39
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		8,000	7,895.48	99	16,000	8,104.52
29	*	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	2,083	.00		14,581	7,140.03	49	25,000	17,859.97
335	**	STATE SHARED REVENUES	146,859	165,109.48	112	1,036,013	1,012,477.54	98	1,778,332	765,854.46
337		GRANTS FROM LOCAL UNITS								
30	17	FIND BV-CO-20-147 DREDGIN	2,727	.00		16,362	.00		30,000	30,000.00
30	18	FIND BV-CO-20-146 BT RAMP	2,273	.00		13,638	.00		25,000	25,000.00
30	*	PHYSICAL ENVIRONMENT	5,000	.00		30,000	.00		55,000	55,000.00
40	02	AURORA ST SIDEWLK IMPROV	4,545	.00		27,270	65,000.00	238	50,000	15,000.00-
60	01	BREV CTY CARES CVD19	16,746	289,410.23	1728	16,746	389,884.08	2328	100,474	289,410.08-
60	*	HUMAN SERVICES	16,746	289,410.23	1728	16,746	389,884.08	2328	100,474	289,410.08-
337	**	GRANTS FROM LOCAL UNITS	26,291	289,410.23	1101	74,016	454,884.08	615	205,474	249,410.08-
330	***	INTERGOVERNMENTAL REVENUE	188,263	544,896.28	289	1,331,257	1,767,549.02	133	2,392,116	624,566.98
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
30	00	ADMINISTRATIVE FEES	548,813	548,814.00	100	3,841,691	3,841,698.00	100	6,585,764	2,744,066.00
31	00	ADMIN FEES STORMWATER	14,895	14,897.00	100	104,265	104,279.00	100	178,749	74,470.00
40	00	CERTIFY/COPY/SEARCH	8,000	14,960.30	187	56,000	69,556.87	124	96,000	26,443.13
90	12	PASSPORT EXECUTION FEES	166	315.00	190	1,162	1,281.12	110	2,000	718.88
341	**	GENERAL GOVERNMENT	571,874	578,986.30	101	4,003,118	4,016,814.99	100	6,862,513	2,845,698.01
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	2,500	.00		17,500	1,085.00	6	30,000	28,915.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
342		PUBLIC SAFETY								
	90 00	OTHER PUBLIC SAFETY	83	.00		581	775.00	133	1,000	225.00
	90 01	FALSE ALARM FEES	708	230.00	33	4,956	4,775.00	96	8,500	3,725.00
	90 *	OTHER PUBLIC SAFETY	791	230.00	29	5,537	5,550.00	100	9,500	3,950.00
342	**	PUBLIC SAFETY	3,291	230.00	7	23,037	6,635.00	29	39,500	32,865.00
343		PHYSICAL ENVIRONMENT								
	37 10	BREVARD COUNTY	40,911	42,389.77	104	286,377	294,475.59	103	490,941	196,465.41
	37 11	ROCKLEDGE	24,041	24,420.46	102	168,287	146,000.64	87	288,493	142,492.36
	37 12	SUN LAKE	317	322.62	102	2,219	1,907.22	86	3,814	1,906.78
	37 13	CLNY PK-M.I.UTIL CO.	159	167.58	105	1,113	1,168.50	105	1,917	748.50
	37 16	COCOA BEACH	9,407	9,403.39	100	65,849	65,923.69	100	112,886	46,962.31
	37 17	CAPE CANAVERAL	7,755	7,684.46	99	54,285	54,054.14	100	93,062	39,007.86
	37 18	TITUSVILLE	352	352.26	100	2,464	2,460.12	100	4,231	1,770.88
	37 *	WATER BILLING SERVICES	82,942	84,740.54	102	580,594	565,989.90	98	995,344	429,354.10
	39 01	SERVICE CHARGES	33,333	47,121.30	141	233,331	353,326.67	151	400,000	46,673.33
	39 03	ADMIN CHARGES	31,750	45,460.00	143	222,250	241,690.00	109	381,000	139,310.00
	39 04	PENALTIES	65,804	62,432.61	95	460,628	431,400.91	94	789,650	358,249.09
	39 05	NSF CHECKS	2,879	2,256.13	78	20,153	16,721.92	83	34,552	17,830.08
	39 *	WATER OTHER INCOME	133,766	157,270.04	118	936,362	1,043,139.50	111	1,605,202	562,062.50
	41 10	SOLID WASTE	162,795	162,456.29	100	1,139,565	1,145,200.56	101	1,953,540	808,339.44
	41 20	RECYCLING REVENUE	23,903	27,087.26	113	167,321	190,985.46	114	286,842	95,856.54
	41 30	GREEN WASTE	15,783	16,036.77	102	110,481	113,144.46	102	189,399	76,254.54
	41 *	GARBAGE COLLECTION	202,481	205,580.32	102	1,417,367	1,449,330.48	102	2,429,781	980,450.52
	45 10	BILLING FEE - WASTE MGMT	8,709	17,952.30	206	60,963	53,762.96	88	104,519	50,756.04
	45 *	GARBAGE-OTHER REVENUE	8,709	17,952.30	206	60,963	53,762.96	88	104,519	50,756.04
	90 01	FDOT MEDIAN MAINT	0	17,782.50		38,000	53,347.50	140	71,130	17,782.50
	90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		100,000	112,866.00	113	218,805	105,939.00
	90 *	OTHER PHYSICAL ENVIRON	0	17,782.50		138,000	166,213.50	120	289,935	123,721.50
343	**	PHYSICAL ENVIRONMENT	427,898	483,325.70	113	3,133,286	3,278,436.34	105	5,424,781	2,146,344.66
347		CULTURE/RECREATION								
	20 10	GAZEBO-PAVILLION RENTAL	0	91.95		0	91.95		0	91.95-
	39 10	PORCHER HOUSE - REVENUES	2,500	1,571.67	63	17,500	16,661.36	95	30,000	13,338.64

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
39 11	TENANT MAINTENANCE FEES	100	95.96	96	700	767.68	110	1,200	432.32
39 20	COCOA CIVIC CENTER	2,083	4,307.75	207	14,581	25,210.13	173	25,000	210.13-
39 30	RIVERFRONT PARK	1,666	312.91	19	11,662	9,194.91	79	20,000	10,805.09
39 *	OTHER CULTURAL SERVICES	6,349	6,288.29	99	44,443	51,834.08	117	76,200	24,365.92
40 05	SPECIAL EVENT PERMITS	625	1,100.00	176	4,375	10,400.00	238	7,500	2,900.00-
50 10	EVENT FEES	307	.00		2,149	1,368.51	64	3,695	2,326.49
50 30	ADVERTISING/SPONSORSHIPS	708	.00		4,956	.00		8,500	8,500.00
50 50	MISC FURNISHINGS	0	1,126.40		0	2,461.40		0	2,461.40-
50 *	SPECIAL REC FACILITIES	1,015	1,126.40	111	7,105	3,829.91	54	12,195	8,365.09
347 **	CULTURE/RECREATION	7,989	8,606.64	108	55,923	66,155.94	118	95,895	29,739.06
340 ***	CHARGES FOR SERVICES	1,011,052	1,071,148.64	106	7,215,364	7,368,042.27	102	12,422,689	5,054,646.73
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,234	1,878.44	152	8,638	9,485.62	110	14,813	5,327.38
351 **	JUDGMENTS AND FINES	1,234	1,878.44	152	8,638	9,485.62	110	14,813	5,327.38
350 ***	FINES AND FORFEITURES	1,234	1,878.44	152	8,638	9,485.62	110	14,813	5,327.38
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	3,673	9,318.00	254	25,711	54,526.34	212	44,083	10,443.34-
10 02	INVESTMENT INTEREST	1,224	.00		8,568	.00		14,694	14,694.00
10 10	SBA	1,224	51.63	4	8,568	545.14	6	14,694	14,148.86
10 11	INTEREST/CBOS	1,224	166.10	14	8,568	1,875.69	22	14,694	12,818.31
10 *	INTEREST	7,345	9,535.73	130	51,415	56,947.17	111	88,165	31,217.83
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	7,345	9,535.73	130	51,415	56,947.17	111	88,165	31,217.83
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	8,000	9,650.00	121	85,000	74,398.79	88	125,886	51,487.21
362 **	RENT AND ROYALTIES	8,000	9,650.00	121	85,000	74,398.79	88	125,886	51,487.21
364	DISPOSITION FIXED ASSETS								

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)	0	2,935.50		0	3,867.45		0	3,867.45-
364 **	DISPOSITION FIXED ASSETS	0	2,935.50		0	3,867.45		0	3,867.45-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	361.95		0	850.23		0	850.23-
365 **	SALE SURPLUS MTRLS &SCRAP	0	361.95		0	850.23		0	850.23-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,167	.00		16,167	97,000.00	600	97,000	.00
10 15	FIREHOUSE SUBS-EXTRAC EQ	0	.00		33,180	33,180.00	100	33,180	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		33,180	33,180.00	100	33,180	.00
366 **	CONTRIBUTIONS & DONATIONS	16,167	.00		49,347	130,180.00	264	130,180	.00
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		182,386	182,386.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		105,146	105,146.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		287,532	287,532.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	1,881.64		0	56,172.98		0	56,172.98-
90 02	POLICE SECURITY SERVICES	6,250	2,835.00	45	43,750	28,947.00	66	75,000	46,053.00
90 03	CODE ENF ABATE/DEMO REV	7,916	2,911.81	37	55,412	46,987.84	85	95,000	48,012.16
90 04	MISC. POLICE REVENUES	83	268.00	323	581	1,670.79	288	1,000	670.79-
90 05	INVESTIGATIVE COSTS REIM	4,250	8,186.29	193	29,750	47,054.82	158	51,000	3,945.18
90 09	PROPERTY REGISTRATION	625	900.00	144	4,375	2,500.00	57	7,500	5,000.00
90 *	OTHER MISC REVENUES	19,124	16,982.74	89	133,868	183,333.43	137	229,500	46,166.57
96 00	INSURANCE REFUND/PROCEEDS	323	.00		2,261	.00		3,870	3,870.00
369 **	OTHER MISC REVENUES	19,447	16,982.74	87	136,129	183,333.43	135	233,370	50,036.57
360 ***	MISCELLANEOUS REVENUES	50,959	39,465.92	77	321,891	449,577.07	140	865,133	415,555.93
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	17,500	.00		87,500	175,000.00	200	175,000	.00
91 10	TRF FROM COCOA CRA (110)	26,439	21,439.92	81	180,073	205,079.44	114	312,279	107,199.56
91 *	TRANSFER FROM	43,939	21,439.92	49	267,573	380,079.44	142	487,279	107,199.56

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
381	**	INTERFUND TRANSFER	43,939	21,439.92	49	267,573	380,079.44	142	487,279	107,199.56
382		CONTRIBUTIONS ENTERPRISE								
40 00		CONTRIBUTIONS	650,865	650,865.67	100	4,556,055	4,556,059.69	100	7,810,388	3,254,328.31
40 01		6% PILOFF	114,582	114,582.75	100	802,074	802,079.25	100	1,374,993	572,913.75
40	*	CONTRIBUTIONS	765,447	765,448.42	100	5,358,129	5,358,138.94	100	9,185,381	3,827,242.06
382	**	CONTRIBUTIONS ENTERPRISE	765,447	765,448.42	100	5,358,129	5,358,138.94	100	9,185,381	3,827,242.06
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99 50		FUND BAL-APPROP. RESERVES	221,393	.00		1,414,145	.00		2,521,104	2,521,104.00
99	*	BALANCE FORWARD	221,393	.00		1,414,145	.00		2,521,104	2,521,104.00
389	**	NON OPERATING SOURCES	221,393	.00		1,414,145	.00		2,521,104	2,521,104.00
380	***	OTHER SOURCES(NON-REV)	1,030,779	786,888.34	76	7,039,847	5,738,218.38	82	12,193,764	6,455,545.62
FUND TOTAL		GENERAL FUND	2,775,451	3,458,328.57	125	27,754,549	27,007,157.28	97	42,365,947	15,358,789.72

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2657	2550.00	96	18599	17850.10	96	.00	31895	14044.90	56
11 **	EXECUTIVE SALARIES	2657	2550.00	96	18599	17850.10	96	.00	31895	14044.90	56
12-00	REGULAR SALARIES & WAGES	1076514	905154.87	84	7563984	6460382.58	85	.00	12946693	6486310.42	50
12-06	SALARIES/CONTRACTUAL	2083	.00	0	14581	5549.25	38	.00	25000	19450.75	22
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-09	SALARIES & WAGES CONTRA	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	30148	36513.77	121	147187	312995.18	213	.00	297966	15029.18-	105
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1108745	941668.64	85	7725752	6778927.01	88	.00	13269659	6490731.99	51
13-00	OTHER SALARIES & WAGES	59276	38475.49	65	414152	321955.16	78	.00	720013	398057.84	45
13 **	OTHER SALARIES & WAGES	59276	38475.49	65	414152	321955.16	78	.00	720013	398057.84	45
14-00	OVERTIME	37024	35620.30	96	238552	324297.99	136	.00	423738	99440.01	77
14-01	COMP TIME	583	.00	0	4081	.00	0	.00	7000	7000.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	37607	35620.30	95	242633	324297.99	134	.00	430738	106440.01	75
15-00	SPECIAL PAY	28198	23186.32	82	197386	188487.28	96	.00	338400	149912.72	56
15 **	SPECIAL PAY	28198	23186.32	82	197386	188487.28	96	.00	338400	149912.72	56
20-00	CLOTHING/SHOE ALLOWANCE	1830	.00	0	13840	10528.58	76	.00	22990	12461.42	46
20 **	CLOTHING/SHOE ALLOWANCE	1830	.00	0	13840	10528.58	76	.00	22990	12461.42	46
21-00	FICA TAXES	91278	78157.30	86	637550	573461.43	90	.00	1094783	521321.57	52
21 **	FICA TAXES	91278	78157.30	86	637550	573461.43	90	.00	1094783	521321.57	52
22-00	RETIREMENT CONTRIBUTIONS	73342	65769.33	90	513580	466916.70	91	.00	880423	413506.30	53
22-01	FIREFIGHTERS	202168	167323.23	83	1413243	1228757.02	87	.00	2424096	1195338.98	51
22-02	STATE CONTRIBUTIONS	4278-	.00	0	21374	.00	0	.00	287532	287532.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22-03	ICMA - CITY MANAGER	1250	.00	0	8750	.00	0	.00	15000	15000.00	0
22 **	RETIREMENT CONTRIBUTIONS	272482	233092.56	86	1956947	1695673.72	87	.00	3607051	1911377.28	47
23-00	LIFE/HEALTH INSURANCE	24724	20611.39	83	174045	145129.00	83	.00	303748	158619.00	48
23-02	LIFE/HEALTH GF RETIREES	38984	26986.34	69	272888	261368.95	96	1782.00	467812	204661.05	56
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	320365	226856.15	71	2242555	1540879.64	69	.00	3844514	2303634.36	40
23-05	HEALTH GF RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH GF RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	384073	274453.88	72	2689488	1947377.59	72	1782.00	4616074	2666914.41	42
24-00	WORKER'S COMPENSATION	56578	51211.73	91	395034	375009.12	95	.00	678365	303355.88	55
24 **	WORKER'S COMPENSATION	56578	51211.73	91	395034	375009.12	95	.00	678365	303355.88	55
25-00	UNEMPLOYMENT COMPENSATION	1336	.00	0	1336	13012.55	974	.00	13013	.45	100
25 **	UNEMPLOYMENT COMPENSATION	1336	.00	0	1336	13012.55	974	.00	13013	.45	100
27-00	BENEFIT OFFSET	18584	16960.00	91	130524	115838.66	89	.00	223440	107601.34	52
27 **	BENEFIT OFFSET	18584	16960.00	91	130524	115838.66	89	.00	223440	107601.34	52
31-00	PROFESSIONAL SERVICES	51169	21626.91	42	323098	207878.44	64	249169.57	581057	124008.99	79
31-01	LEGAL EXPENSES	37705	33250.94	88	263935	189745.70	72	223340.30	452473	39387.00	91
31-02	MEDICAL SERVICES	4035	782.94	19	28245	35429.48	125	10921.52	48420	2069.00	96
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	7875	13500.00	171	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	2500	.00	0	17500	12787.20	73	.00	30000	17212.80	43
31-13	FIND BV-C0-20-146 BT RAMP	4546	.00	0	27276	26924.00	99	22069.00	50000	1007.00	98
31-14	FIND BV-CO-20-147 DREDGIN	5454	.00	0	32724	24720.80	76	25027.20	60000	10252.00	83
31-33	EMPLOYEE HEALTH CENTER	16602	30178.85	182	116214	99505.50	86	98449.50	199238	1283.00	99

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31 **	PROFESSIONAL SERVICES	123136	85839.64	70	816867	610491.12	75	628977.09	1434688	195219.79	86
32-00	ACCOUNTING & AUDITING	6833	10000.00	146	47831	70000.00	146	2000.00	82000	10000.00	88
32 **	ACCOUNTING & AUDITING	6833	10000.00	146	47831	70000.00	146	2000.00	82000	10000.00	88
34-00	CONTRACT SERVICES	86861	79397.56	91	663058	496567.06	75	422448.96	1082707	163690.98	85
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	163833	350282.27	214	1146831	1045096.07	91	.00	1966000	920903.93	53
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	18466	12437.14	67	129262	91632.06	71	131380.20	221600	1412.26-	101
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	269160	442116.97	164	1939151	1633295.19	84	553829.16	3270307	1083182.65	67
39-00	CONTINGENCY	25164	.00	0	154884	.00	0	.00	280719	280719.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	22235	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	29611	.00	0	177119	.00	0	.00	280719	280719.00	0
40-00	TRAVEL & PER DIEM	7168	1193.77	17	51498	5471.52	11	.00	87430	81958.48	6
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	7168	1193.77	17	51498	5471.52	11	.00	87430	81958.48	6
41-00	COMMUNICATION	13364	16002.76	120	96830	88390.37	91	63297.51	163704	12016.12	93
41 **	COMMUNICATION	13364	16002.76	120	96830	88390.37	91	63297.51	163704	12016.12	93
42-00	POSTAGE & FREIGHT	35270	33354.64	95	253238	206929.21	82	198989.26	428904	22985.53	95
42 **	POSTAGE & FREIGHT	35270	33354.64	95	253238	206929.21	82	198989.26	428904	22985.53	95
43-00	ELECTRIC/WATER/SEWER	65538	49018.37	75	458766	293631.10	64	390499.88	786484	102353.02	87
43 **	ELECTRIC/WATER/SEWER	65538	49018.37	75	458766	293631.10	64	390499.88	786484	102353.02	87

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
44-00	RENTALS AND LEASES	11550	4243.90	37	80851	106984.82	132	22176.03	138649	9488.15	93
44 **	RENTALS AND LEASES	11550	4243.90	37	80851	106984.82	132	22176.03	138649	9488.15	93
45-00	INSURANCE	47418	120761.58	255	332012	367817.75	111	.00	569154	201336.25	65
45 **	INSURANCE	47418	120761.58	255	332012	367817.75	111	.00	569154	201336.25	65
46-00	REPAIRS & MAINTENANCE	30779	36173.61	118	463758	313130.43	68	79431.43	582163	189601.14	67
46-02	REPAIR/MAINT BUILDING	21874	27002.41	123	153220	91304.41	60	34540.14	262601	136756.45	48
46-03	REPAIR/MAINT-VEHICLES	12154	29448.47	242	214828	155463.71	72	26931.41-	275656	147123.70	47
46-05	HYDRANT FEES	19246	19210.38	100	134722	134472.66	100	.00	230960	96487.34	58
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	84053	111834.87	133	966528	694371.21	72	87040.16	1351380	569968.63	58
47-00	PRINTING & BINDING	12269	12207.48	100	93610	63685.03	68	77720.39	168419	27013.58	84
47 **	PRINTING & BINDING	12269	12207.48	100	93610	63685.03	68	77720.39	168419	27013.58	84
48-00	PROMOTIONAL ACTIVITIES	3845	1392.12	36	46948	23600.21	50	2950.00	66225	39674.79	40
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	5831	.00	0	.00	10000	10000.00	0
48 **	PROMOTIONAL ACTIVITIES	4678	1392.12	30	52779	23600.21	45	2950.00	76225	49674.79	35
49-00	OTHER CHARGES & OBLIG.	34412	12696.52	37	169283	85422.73	51	142529.77	339766	111813.50	67
49-02	ADVERTISING	231	499.02	216	1170	1844.02	158	.00	2345	500.98	79
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	2912	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	2994.96-	0	0	28355.37-	0	.00	0	28355.37	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1110	.00	0	9438	10000.00	106	.00	15000	5000.00	67
49 **	OTHER CHARGES & OBLIG.	36169	10200.58	28	182803	68911.38	38	142529.77	362111	150669.85	58

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
51-00	OFFICE SUPPLIES	3162	830.73	26	24174	10805.62	45	.00	40097	29291.38	27
51 **	OFFICE SUPPLIES	3162	830.73	26	24174	10805.62	45	.00	40097	29291.38	27
52-00	OPERATING SUPPLIES	59993	22984.56	38	408222	490782.47	120	84829.83	711068	135455.70	81
52-02	UNIFORMS	2811	.00	0	19677	9742.06	50	14379.14	33750	9628.80	72
52-05	EMS 1st RESP-CONSUM SUPP	3803	7538.81	198	26621	26340.35	99	14151.52	45640	5148.13	89
52-07	JANITORIAL SUPPLIES	3072	2943.31	96	21504	15924.88	74	.00	36886	20961.12	43
52-10	HEATING FUEL	247	225.11	91	1729	1640.86	95	1327.14	2968	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	652	.00	0	1422	3513.00	247	.00	4684	1171.00	75
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	2444	.00	0	10754	276.78	3	21683.72	22971	1010.50	96
52-22	BULLET PROOF V 2020	3087	10539.00	341	18522	14052.00	76	19908.00	33960	.00	100
52-30	FUEL, OIL, & LUBRICANTS	17413	17472.23	100	119668	85959.57	72	.00	206784	120824.43	42
52-33	EMPLOYEE HEALTH CENTER	8379	18437.88	220	58653	39112.96	67	61435.04	100548	.00	100
52 **	OPERATING SUPPLIES	101901	80140.90	79	686772	687344.93	100	217714.39	1199259	294199.68	76
53-00	ROAD MATERIALS/SUPPLIES	2333	481.56	21	16331	13164.39	81	5047.76	28000	9787.85	65
53 **	ROAD MATERIALS/SUPPLIES	2333	481.56	21	16331	13164.39	81	5047.76	28000	9787.85	65
54-00	MEMBERSHIP/PUBLICATIONS	4892	72.35	2	44022	38642.76	88	.00	68565	29922.24	56
54 **	MEMBERSHIP/PUBLICATIONS	4892	72.35	2	44022	38642.76	88	.00	68565	29922.24	56
55-00	TRAINING	8013	3670.89	46	74732	32928.56	44	5040.00	121848	83879.44	31
55-01	EDA PROGRAM	833	.00	0	5831	3812.00	65	.00	10000	6188.00	38
55 **	TRAINING	8846	3670.89	42	80563	36740.56	46	5040.00	131848	90067.44	32
56-15	IT-RELATED OPERATING EXP	170461	48682.24	29	1249263	498421.13	40	49979.17	2111271	1562870.70	26
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	8085	.00	0	13865.00	13865	.00	100
56 **	TECHNOLOGY SYSTEMS	171616	48682.24	28	1257348	498421.13	40	63844.17	2125136	1562870.70	27

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	36452	.00	0	243712	317202.50	130	93126.54	425985	15655.96	96
63-04	FDOT LAP 2020-SIDEWALKS	29-	.00	0	3496	78150.62-	2235-	81498.99	3348	.37-	100
63 **	INFRASTRUCTURE	36423	.00	0	247208	239051.88	97	174625.53	429333	15655.59	96
64-00	MACHINERY AND EQUIPMENT	69463	57805.00	83	450339	223967.58	50	433298.90	797670	140403.52	82
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	5613	.00	0	28065	.00	0	.00	56127	56127.00	0
64-16	FIREHOUSE SUBS-EXTRAC EQ	2765	.00	0	19355	33180.00	171	.00	33180	.00	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	77841	57805.00	74	497759	257147.58	52	433298.90	886977	196530.52	78
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	81546	.00	0	570822	978561.00	171	.00	978561	.00	100
81 **	AIDS TO GOVT AGENCY	81546	.00	0	570822	978561.00	171	.00	978561	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	10710	.00	0	46638	85000.00	182	.00	100200	15200.00	85
83-10	CARES CRF #107-2020	6082	.00	0	24328	54802.45	225	.00	54741	61.45-	100
83 **	OTHER GRANTS & AIDS	16792	.00	0	70966	139802.45	197	.00	154941	15138.55	90
91-03	CDBG (103)	371	.00	0	2226	4084.00	184	.00	4083	1.00-	100
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	27237	.00	0	190659	326846.00	171	.00	326846	.00	100
91-08	SEC 108 LOAN GUARANTEE	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	145475	145372.50	100	1018325	1018842.48	100	.00	1745706	726863.52	58
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	173083	145372.50	84	1211210	1349772.48	111	.00	2076635	726862.52	65
FUND 001	TOTAL *********										
	GENERAL FUND	3487296	2930599.07	84	24680299	20845452.88	85	3071362.00	42365947	18449132.12	57
GRAND	TOTAL *********										
		3487296	2930599.07	84	24680299	20845452.88	85	3071362.00	42365947	18449132.12	57

FY 2021 Budget by Classification Report - Summary Listing

4/30/2021

Target for April 2021 is 58%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 66,526,376		$ 38,068,077	$ 28,458,299	57%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 93,078		$ 81,837	$ 11,242	88%
OTHER SOURCES (NON-REVENUE)	$ 11,121,784		$ 118,122	$ 11,003,662	1%
REVENUE TOTALS	**$ 77,741,238**	**-**	**$ 38,268,036**	**$ 39,473,202**	**49%**
EXPENSE					
SALARIES AND BENEFITS	$ 17,168,081	$ -	$ 7,733,017	$ 9,435,064	45%
OPERATING EXPENDITURES	$ 28,541,130	$ 5,429,113	$ 12,330,886	$ 10,781,131	62%
CAPITAL OUTLAY	$ 3,195,563	$ 1,539,990	$ 598,244	$ 1,057,329	67%
GRANTS, AIDS AND OTHER	$ 28,836,466	$ -	$ 20,966,522	$ 7,869,944	73%
EXPENSE TOTALS	**$ 77,741,238**	**$ 6,969,103**	**$ 41,628,669**	**$ 29,143,468**	63%
REVENUE TOTALS	**$ 77,741,238**	**$ -**	**$ 38,268,036**	**$ 39,473,202**	**49%**
EXPENSE TOTALS	**$ 77,741,238**	**$ 6,969,103**	**$ 41,628,669**	**$ 29,143,468**	**63%**
	$ -	**$ (6,969,103)**	**$ (3,360,633)**	**$ 10,329,734**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 *	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324 **	IMPACT FEES	0	.00		0	.00		0	.00
320 ***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
31 00	WATER SALES	4,711,112	5,207,303.55	111	32,977,784	31,549,387.44	96	56,533,349	24,983,961.56
33 00	WATER CONNECTION FEE	44,592	52,091.02	117	312,144	318,990.44	102	535,105	216,114.56
33 *	WATER CONNECTION FEE	44,592	52,091.02	117	312,144	318,990.44	102	535,105	216,114.56
36 00	WATER HYDRANT FEES	249,222	304,480.51	122	1,744,554	2,115,761.79	121	2,990,667	874,905.21
39 06	HYDRANT RESID FLOW TEST	133	880.00	662	931	5,180.00	556	1,600	3,580.00-
39 07	BACKFLOW DEVICE TEST	12,083	18,437.24	153	84,581	125,376.46	148	145,000	19,623.54
39 08	JUMPER METERS	58	170.00	293	406	1,120.00	276	700	420.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	3,160.00	316	7,000	22,660.00	324	12,000	10,660.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	55.42	135	287	687.94	240	500	187.94-
39 *	WATER OTHER INCOME	13,315	22,702.66	171	93,205	155,024.40	166	159,800	4,775.60
51 00	SEWER SALES	491,570	560,005.82	114	3,440,990	3,692,194.88	107	5,898,843	2,206,648.12
51 *	SEWER SALES	491,570	560,005.82	114	3,440,990	3,692,194.88	107	5,898,843	2,206,648.12
59 01	GREASE TRAP PERMITS	516	716.96	139	3,612	4,938.47	137	6,200	1,261.53
60 00	REUSE WATER SALES	32,951	37,149.20	113	230,657	217,775.54	94	395,412	177,636.46
60 01	REUSE WATER INSTALLATION	583	449.35	77	4,081	14,004.25	343	7,000	7,004.25-
60 *	REUSE WATER SALES	33,534	37,598.55	112	234,738	231,779.79	99	402,412	170,632.21

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
343	**	PHYSICAL ENVIRONMENT	5,543,861	6,184,899.07	112	38,807,027	38,068,077.21	98	66,526,376	28,458,298.79
340	***	CHARGES FOR SERVICES	5,543,861	6,184,899.07	112	38,807,027	38,068,077.21	98	66,526,376	28,458,298.79
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	1,666	8,671.33	521	11,662	60,240.36	517	20,000	40,240.36-
10	02	INVESTMENT INTEREST	1,250	41.27	3	8,750	466.04	5	15,000	14,533.96
10	11	INTEREST/CBOS	416	.00		2,912	.00		5,000	5,000.00
10	*	INTEREST	3,332	8,712.60	262	23,324	60,706.40	260	40,000	20,706.40-
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	3,332	8,712.60	262	23,324	60,706.40	260	40,000	20,706.40-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		756	1,300.00	172	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		756	1,300.00	172	1,300	.00
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	674.54	270	1,750	5,122.34	293	3,000	2,122.34-
365	**	SALE SURPLUS MTRLS &SCRAP	250	674.54	270	1,750	5,122.34	293	3,000	2,122.34-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	2,820.00	69	28,448	14,707.76	52	48,778	34,070.24
90	*	OTHER MISC REVENUES	4,064	2,820.00	69	28,448	14,707.76	52	48,778	34,070.24
369	**	OTHER MISC REVENUES	4,064	2,820.00	69	28,448	14,707.76	52	48,778	34,070.24
360	***	MISCELLANEOUS REVENUES	7,754	12,207.14	157	54,278	81,836.50	151	93,078	11,241.50
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	24	RENEW & REPLACE (424)	29,675	.00		29,675	.00		178,052	178,052.00
91	*	TRANSFER FROM	29,675	.00		29,675	.00		178,052	178,052.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
381	**	INTERFUND TRANSFER	29,675	.00		29,675	.00		178,052	178,052.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
81	00	CONTRIBUTION OFFSITE IMP	0	.00		0	48,575.00		0	48,575.00-
82	00	CONTRIBUTION S MAINLAND	0	.00		0	1,775.96		0	1,775.96-
83	00	CONTRIBUTION VIERA	0	.00		0	67,770.86		0	67,770.86-
83	*	CONTRIBUTION VIERA	0	.00		0	67,770.86		0	67,770.86-
99	50	FUND BAL-APPROP. RESERVES	940,142	.00		6,243,025	.00		10,943,732	10,943,732.00
99	*	BALANCE FORWARD	940,142	.00		6,243,025	.00		10,943,732	10,943,732.00
389	**	NON OPERATING SOURCES	940,142	.00		6,243,025	118,121.82	2	10,943,732	10,825,610.18
380	***	OTHER SOURCES(NON-REV)	969,817	.00		6,272,700	118,121.82 ✓	2	11,121,784 ✓	11,003,662.18
FUND TOTAL		WATER/SEWER FUND	6,521,432	6,197,106.21	95	45,134,005	38,268,035.53 ✓	85	77,741,238 ✓	39,473,202.47

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	781867	575494.92	74	5476675	4129346.42	75	.00	9386052	5256705.58	44
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9744	3821.08	39	59028	118129.27	200	.00	107766	10363.27-	110
12 **	REGULAR SALARIES & WAGES	791611	579316.00	73	5535703	4247475.69	77	.00	9493818	5246342.31	45
13-00	OTHER SALARIES & WAGES	60584	45953.83	76	424088	342012.46	81	.00	727064	385051.54	47
13 **	OTHER SALARIES & WAGES	60584	45953.83	76	424088	342012.46	81	.00	727064	385051.54	47
14-00	OVERTIME	57644	45788.15	79	403508	367603.94	91	.00	691762	324158.06	53
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	57644	45788.15	79	403508	367603.94	91	.00	691762	324158.06	53
15-00	SPECIAL PAY	150	150.00	100	1050	1050.00	100	.00	1800	750.00	58
15 **	SPECIAL PAY	150	150.00	100	1050	1050.00	100	.00	1800	750.00	58
20-00	CLOTHING/SHOE ALLOWANCE	1507	4.27	0	13309	18474.27	139	.00	20870	2395.73	89
20 **	CLOTHING/SHOE ALLOWANCE	1507	4.27	0	13309	18474.27	139	.00	20870	2395.73	89
21-00	FICA TAXES	68281	50283.30	74	477457	372583.78	78	.00	818898	446314.22	46
21 **	FICA TAXES	68281	50283.30	74	477457	372583.78	78	.00	818898	446314.22	46
22-00	RETIREMENT CONTRIBUTIONS	97490	73195.51	75	893022	750764.66	84	.00	1388749	637984.34	54
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	97490	73195.51	75	893022	750764.66	84	.00	1388749	637984.34	54
23-00	LIFE/HEALTH INSURANCE	20968	15244.32	73	146776	103947.16	71	.00	251635	147687.84	41
23-02	LIFE/HEALTH RETIREES	14381	10213.03	71	100667	97456.85	97	.00	172579	75122.15	57
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	242637	164195.04	68	1698459	1090677.03	64	.00	2911682	1821004.97	38
23-05	HEALTH RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23 **	LIFE/HEALTH INSURANCE	277986	189652.39	68	1945902	1292081.04	66	.00	3335896	2043814.96	39
24-00	WORKER'S COMPENSATION	44432	35562.06	80	310818	262319.38	84	.00	533024	270704.62	49
24 **	WORKER'S COMPENSATION	44432	35562.06	80	310818	262319.38	84	.00	533024	270704.62	49
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2912	4129.77	142	.00	5000	870.23	83
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2912	4129.77	142	.00	5000	870.23	83
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	12600	11100.00	88	88200	74521.64	85	.00	151200	76678.36	49
27 **	BENEFIT OFFSET	12600	11100.00	88	88200	74521.64	85	.00	151200	76678.36	49
31-00	PROFESSIONAL SERVICES	166006	7311.03	4	1157842	121689.52	11	110854.89	1987882	1755337.59	12
31-01	LEGAL EXPENSES	45636	9150.26	20	319232	64932.45	20	22488.93	547421	459999.62	16
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	188905	168690.69	89	991306	565293.80	57	1218841.25	1935843	151707.95	92
31-33	EMPLOYEE HEALTH CENTER	11865	21707.65	183	83055	71574.27	86	70814.73	142389	.00	100
31 **	PROFESSIONAL SERVICES	412412	206859.63	50	2551435	823490.04	32	1422999.80	4613535	2367045.16	49
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	103303	3006.93	3	722828	139994.29	19	296358.95	1239377	803023.76	35
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	548813	548814.00	100	3841691	3841698.00	100	.00	6585764	2744066.00	58
34 **	CONTRACT SERVICES	652116	551820.93	85	4564519	3981692.29	87	296358.95	7825141	3547089.76	55
39-00	CONTINGENCY	4690	.00	0	291714	.00	0	.00	315170	315170.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	4690	.00	0	291714	.00	0	.00	315170	315170.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40-00	TRAVEL AND PER DIEM	1440	532.64	37	10080	2613.60	26	.00	17308	14694.40	15
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1440	532.64	37	10080	2613.60	26	.00	17308	14694.40	15
41-00	COMMUNICATION	17926	11836.43	66	120925	120954.68	100	70436.52	210577	19185.80	91
41 **	COMMUNICATION	17926	11836.43	66	120925	120954.68	100	70436.52	210577	19185.80	91
42-00	FREIGHT & POSTAGE SERVICE	2038	99.35	5	14266	1207.30	9	.00	24490	23282.70	5
42 **	FREIGHT & POSTAGE SERVICE	2038	99.35	5	14266	1207.30	9	.00	24490	23282.70	5
43-00	ELECTRIC/WATER/SEWER	188200	132268.50	70	1407400	793907.35	56	1182800.15	2348430	371722.50	84
43 **	ELECTRIC/WATER/SEWER	188200	132268.50	70	1407400	793907.35	56	1182800.15	2348430	371722.50	84
44-00	RENTAL AND LEASES	3519	4511.10	128	24633	12436.59	51	2000.00	42250	27813.41	34
44 **	RENTAL AND LEASES	3519	4511.10	128	24633	12436.59	51	2000.00	42250	27813.41	34
45-00	INSURANCE	38000	130536.76	344	364022	397095.91	109	.00	557551	160455.09	71
45 **	INSURANCE	38000	130536.76	344	364022	397095.91	109	.00	557551	160455.09	71
46-00	REPAIRS & MAINTENANCE	490714	322408.59	66	3975472	3067691.27	77	534422.80	6429072	2826957.93	56
46-02	REPAIR/MAINT BUILDING	21832	24710.52	113	172509	40156.75	23	3241.00	281694	238296.25	15
46-03	REPAIR/MAINT-VEHICLES	20267	10530.22	52	141869	73461.93	52	8451.67	243232	161318.40	34
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	532813	357649.33	67	4289850	3181309.95	74	546115.47	6953998	3226572.58	54
47-00	PRINTING & BINDING	603	60.00	10	4221	4250.20	101	.00	7280	3029.80	58
47 **	PRINTING & BINDING	603	60.00	10	4221	4250.20	101	.00	7280	3029.80	58
48-00	PROMOTIONAL ACTIVITIES	1666	3385.00	203	11662	4685.00	40	.00	20000	15315.00	23
48 **	PROMOTIONAL ACTIVITIES	1666	3385.00	203	11662	4685.00	40	.00	20000	15315.00	23
49-00	OTHER CHARGES & OBLIG.	5749	1702.97	30	29470	50435.79	171	.00	58253	7817.21	87
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4380.57-	0	0	39961.31-	0	.00	0	39961.31	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-08	CASH OVER & UNDER	0	22.78	0	0	56.79	0	.00	0	56.79-	0
49-09	DOCUMENT RECORDING CHGS	250	320.00-	128-	1750	4030.00-	230-	.00	3000	7030.00	134-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	5999	2974.82-	50-	31220	6501.27	21	.00	61253	54751.73	11
51-00	OFFICE SUPPLIES	1813	445.81	25	12691	4558.39	36	.00	21802	17243.61	21
51 **	OFFICE SUPPLIES	1813	445.81	25	12691	4558.39	36	.00	21802	17243.61	21
52-00	OPERATING SUPPLIES	76042	54933.84	72	384408	447574.68	116	92968.14	764669	224126.18	71
52-07	JANITORIAL SUPPLIES	769	267.20	35	5383	1930.95	36	.00	9240	7309.05	21
52-09	CHEMICALS	327982	285234.61	87	2235874	2148634.61	96	1606211.13	3875792	120946.26	97
52-30	FUEL OIL & LUBRICANTS	25587	36336.32	142	179295	101067.02	56	66495.58	307261	139698.40	55
52-33	EMPLOYEE HEALTH CENTER	6027	13262.35	220	42189	28133.88	67	44190.12	72324	.00	100
52 **	OPERATING SUPPLIES	436407	390034.32	89	2847149	2727341.14	96	1809864.97	5029286	492079.89	90
53-00	ROAD MATERIALS/SUPPLIES	2498	.00	0	17486	1001.20	6	19453.98	30000	9544.82	68
53 **	ROAD MATERIALS/SUPPLIES	2498	.00	0	17486	1001.20	6	19453.98	30000	9544.82	68
54-00	MEMBERSHIP/PUBLICATIONS	3241	.00	0	22687	34303.49	151	.00	38923	4619.51	88
54 **	MEMBERSHIP/PUBLICATIONS	3241	.00	0	22687	34303.49	151	.00	38923	4619.51	88
55-00	TRAINING	8238	4315.50	52	57168	15943.56	28	13762.50	98399	68692.94	30
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	8238	4315.50	52	57168	15943.56	28	13762.50	98399	68692.94	30
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	24983	4798.48	19	204965	217594.14	106	65320.98	325737	42821.88	87
56 **	TECHNOLOGY SYSTEMS	24983	4798.48	19	204965	217594.14	106	65320.98	325737	42821.88	87
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	207838	85605.02	41	1107181	276733.72	25	989628.58	2146399	880036.70	59
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	207838	85605.02	41	1107181	276733.72	25	989628.58	2146399	880036.70	59
64-00	MACHINERY & EQUIPMENT	77817	.00	0	520058	321510.64	62	550361.64	909164	37291.72	96
64-15	IT HARDWARE	11790	.00	0	81036	.00	0	.00	140000	140000.00	0
64 **	MACHINERY & EQUIPMENT	89607	.00	0	601094	321510.64	54	550361.64	1049164	177291.72	83
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-20	W/S SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	75000	71200.00	95	.00	75000	3800.00	95
73 **	OTHER DEBT SERVICE COST	0	.00	0	75000	71200.00	95	.00	75000	3800.00	95
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	700	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	700	.00	0	.00	1200	1200.00	0

FUND 421 WATER/SEWER FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-01	TRANSFER TO GEN FUND 001	661062	650865.67	99	4596843	4556059.69	99	.00	7902158	3346098.31	58
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	1029525	.00	0	6776479	11484879.00	170	.00	11924110	439231.00	96
91-25	TO RESTRICTED ASSET 425	629917	704473.44	112	4409419	4052304.48	92	.00	7559005	3506700.52	54
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2320504	1355339.11	58	15782741	20093243.17	127	.00	27385273	7292029.83	73
95-01	6% ILO FRANCHISE FEE	114582	114582.75	100	802074	802079.25	100	.00	1374993	572913.75	58
95 **	NONOPERATING	114582	114582.75	100	802074	802079.25	100	.00	1374993	572913.75	58
FUND 421	TOTAL ********* WATER/SEWER FUND	6483934	4382711.35	68	45312852	41628669.51	92	6969103.54	77741240	29143466.95	63
GRAND	TOTAL *********	6483934	4382711.35	68	45312852	41628669.51	92	6969103.54	77741240	29143466.95	63

FY 2021 Budget by Classification Report - Summary Listing

4/30/2021

Target for April 2021 is 58%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,811,269		$ 1,714,325	$ 96,944	95%
CHARGES FOR SERVICES	$ -		$ (773)	$ 773	100%
INTERGOVERNMENTAL/GRANT				$ -	0%
MISCELLANEOUS	$ -		$ 4,444	$ (4,444)	100%
OTHER SOURCES (NON-REVENUE)	$ 138,277		$ -	$ 138,277	0%
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,717,996**	**$ 231,550**	**88%**
EXPENSE					
SALARIES AND BENEFITS	$ 576,104	$ -	$ 274,921	$ 301,183	48%
OPERATING EXPENDITURES	$ 811,358	$ 73,133	$ 323,771	$ 414,454	49%
CAPITAL OUTLAY	$ 562,084	$ 291,975	$ 117,907	$ 152,202	73%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,949,546**	**$ 365,108**	**$ 716,599**	**$ 867,839**	**55%**
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,717,996**	**$ 231,550**	**88%**
EXPENSE TOTALS	**$ 1,949,546**	**$ 365,108**	**$ 716,599**	**$ 867,839**	**55%**
	$ -	**$ (365,108)**	**$ 1,001,397**	**$ (636,289)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
23	01	CHARGES FOR PUBLIC SVCS	0	131,851.26		1,661,269	1,714,279.35	103	1,661,269	53,010.35-
23	03	PENALTIES	0	.00		0	45.99		0	45.99-
23	04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
23	*	STORMWATER	0	131,851.26		1,661,269	1,714,325.34	103	1,811,269	96,943.66
325	**	SPECIAL ASSESSMENT	0	131,851.26		1,661,269	1,714,325.34	103	1,811,269	96,943.66
320	***	OTHER PERMITS & FEES	0	131,851.26		1,661,269	1,714,325.34	103	1,811,269	96,943.66
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
91	00	STORMWATER FEES	0	17.36		0	772.97-		0	772.97
91	*	STORMWATER FEES	0	17.36		0	772.97-		0	772.97
343	**	PHYSICAL ENVIRONMENT	0	17.36		0	772.97-		0	772.97
340	***	CHARGES FOR SERVICES	0	17.36		0	772.97-		0	772.97
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	823.26		0	4,439.26		0	4,439.26-
10	10	SBA	0	.40		0	4.26		0	4.26-
10	*	INTEREST	0	823.66		0	4,443.52		0	4,443.52-
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	0	823.66		0	4,443.52		0	4,443.52-
364		DISPOSITION FIXED ASSETS								

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	823.66		0	4,443.52		0	4,443.52-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	13,828	.00		69,140	.00		138,277	138,277.00
99	*	BALANCE FORWARD	13,828	.00		69,140	.00		138,277	138,277.00
389	**	NON OPERATING SOURCES	13,828	.00		69,140	.00		138,277	138,277.00
380	***	OTHER SOURCES(NON-REV)	13,828	.00		69,140	.00		138,277	138,277.00
FUND TOTAL		STORMWATER UTILITY	13,828	132,692.28	960	1,730,409	1,717,995.89	99	1,949,546	231,550.11

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	28770	23156.42	81	201492	168012.78	83	.00	345347	177334.22	49
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	226	.00	0	1271	2403.27	189	.00	2404	.73	100
12 **	REGULAR SALARIES & WAGES	28996	23156.42	80	202763	170416.05	84	.00	347751	177334.95	49
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	278	225.97	81	1946	2901.46	149	.00	3341	439.54	87
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	278	225.97	81	1946	2901.46	149	.00	3341	439.54	87
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	350	600.00	171	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	350	600.00	171	.00	600	.00	100
21-00	FICA TAXES	2206	1747.45	79	15426	13046.69	85	.00	26461	13414.31	49
21 **	FICA TAXES	2206	1747.45	79	15426	13046.69	85	.00	26461	13414.31	49
22-00	RETIREMENT CONTRIBUTIONS	2902	2338.24	81	20311	17133.58	84	.00	34837	17703.42	49
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2902	2338.24	81	20311	17133.58	84	.00	34837	17703.42	49
23-00	LIFE/HEALTH INSURANCE	624	504.86	81	4368	3136.03	72	.00	7488	4351.97	42
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	8475	5923.16	70	59325	39115.24	66	.00	101710	62594.76	39
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	9099	6428.02	71	63693	42251.27	66	.00	109198	66946.73	39
24-00	WORKER'S COMPENSATION	4094	3534.92	86	28637	25930.55	91	.00	49116	23185.45	53
24 **	WORKER'S COMPENSATION	4094	3534.92	86	28637	25930.55	91	.00	49116	23185.45	53

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	2800	2641.56	94	.00	4800	2158.44	55
27 **	BENEFIT OFFSET	400	400.00	100	2800	2641.56	94	.00	4800	2158.44	55
31-00	PROFESSIONAL SERVICES	8051	162.50	2	58142	13077.92	23	55536.93	98401	29786.15	70
31-01	LEGAL EXPENSES	41	.00	0	287	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	579	1058.93	183	4053	3491.45	86	3454.55	6946	.00	100
31 **	PROFESSIONAL SERVICES	8671	1221.43	14	62482	16569.37	27	58991.48	105847	30286.15	71
34-00	CONTRACT SERVICES	4214	.00	0	23902	32361.18	135	4359.49	44979	8258.33	82
34-10	COST OF GENERAL FUND SVCS	14597	14897.00	102	107775	104279.00	97	.00	180770	76491.00	58
34 **	CONTRACT SERVICES	18811	14897.00	79	131677	136640.18	104	4359.49	225749	84749.33	63
39-00	CONTINGENCY	19088	.00	0	137690	.00	0	.00	233133	233133.00	0
39 **	CONTINGENCY	19088	.00	0	137690	.00	0	.00	233133	233133.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1659	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	1659	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	161.49	87	1302	1111.80	85	1120.20	2232	.00	100
41 **	COMMUNICATION	186	161.49	87	1302	1111.80	85	1120.20	2232	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	287	104.53	36	.00	500	395.47	21
42 **	POSTAGE & FREIGHT	41	.00	0	287	104.53	36	.00	500	395.47	21
43-00	ELECTRIC/WATER/SEWER	1520	855.11	56	10640	5507.28	52	10623.25	18240	2109.47	88
43 **	ELECTRIC/WATER/SEWER	1520	855.11	56	10640	5507.28	52	10623.25	18240	2109.47	88
44-00	RENTALS AND LEASES	208	.00	0	1456	250.00	17	.00	2500	2250.00	10
44 **	RENTALS AND LEASES	208	.00	0	1456	250.00	17	.00	2500	2250.00	10
45-00	INSURANCE	819	2885.25	352	5733	8639.29	151	.00	9828	1188.71	88
45 **	INSURANCE	819	2885.25	352	5733	8639.29	151	.00	9828	1188.71	88

FUND 423 STORMWATER UTILITY ELE OBJ ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00 REPAIRS & MAINTENANCE	11874	15838.16	133	74702	130238.64	174	4781.77-	134076	8619.13	94
46-02 REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03 REPAIR/MAINT-VEHICLES	3700	1948.80	53	25900	13794.87	53	1948.80-	44400	32553.93	27
46-15 INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 ** REPAIRS & MAINTENANCE	15574	17786.96	114	100602	144033.51	143	6730.57-	178476	41173.06	77
47-00 PRINTING & BINDING	83	.00	0	581	.00	0	.00	1000	1000.00	0
47 ** PRINTING & BINDING	83	.00	0	581	.00	0	.00	1000	1000.00	0
49-00 OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49-07 BAD DEBT EXPENSE	0	357.43-	0	0	1538.12-	0	.00	0	1538.12	0
49-15 OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 ** OTHER CHARGES & OBLIG.	0	357.43-	0	0	1538.12-	0	.00	0	1538.12	0
51-00 OFFICE SUPPLIES	41	.00	0	287	105.76	37	.00	500	394.24	21
51 ** OFFICE SUPPLIES	41	.00	0	287	105.76	37	.00	500	394.24	21
52-00 OPERATING SUPPLIES	1062	567.01	53	7434	3375.09	45	773.41	12751	8602.50	33
52-07 JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30 FUEL OIL & LUBRICANTS	602	1648.78	274	4214	6115.55	145	.00	7224	1108.45	85
52-33 EMPLOYEE HEALTH CENTER	294	646.94	220	2058	1372.38	67	2155.62	3528	.00	100
52 ** OPERATING SUPPLIES	1958	2862.73	146	13706	10863.02	79	2929.03	23503	9710.95	59
53-00 ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 ** ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00 MEMBERSHIP/PUBLICATIONS	62	.00	0	434	165.00	38	.00	750	585.00	22
54 ** MEMBERSHIP/PUBLICATIONS	62	.00	0	434	165.00	38	.00	750	585.00	22
55-00 TRAINING	312	.00	0	2184	859.50	39	.00	3750	2890.50	23
55 ** TRAINING	312	.00	0	2184	859.50	39	.00	3750	2890.50	23
56-15 IT-RELATED OPERATING EXP	357	230.00	64	714	460.00	64	1840.00	2500	200.00	92

FUND 423 STORMWATER UTILITY ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	357	230.00	64	714	460.00	64	1840.00	2500	200.00	92
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	28431	38250.00	135	194376	117906.50	61	72402.67	336534	146224.83	57
63 **	INFRASTRUCTURE	28431	38250.00	135	194376	117906.50	61	72402.67	336534	146224.83	57
64-00	MACHINERY & EQUIPMENT	19074	.00	0	130180	.00	0	219572.50	225550	5977.50	97
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	19074	.00	0	130180	.00	0	219572.50	225550	5977.50	97
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	163498	116623.56	71	1131916	716598.78	63	365108.05	1949546	867839.17	56
GRAND	TOTAL *********	163498	116623.56	71	1131916	716598.78	63	365108.05	1949546	867839.17	56