City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, May 23, 2023

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 23-306 Approve the Agenda for the Regular meeting of May 23, 2023, as presented or with amendments.

Attachments: 05-23-2023 Short Agenda ADA.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 23-331 Recognition of Chris Webb with the Cocoa Rotary

III.2 23-128 Proclamation: Proclaiming the Week of May 14 - 20, 2023 as “National Police Week.”

Attachments: National Police Week Proclamation 2023.docx

III.3 23-280 Proclamation: Proclaiming the Week of May 7-13, 2023 as "Drinking Water Week."

Attachments: Drinking Water Week Proclamation.pdf

III.4 23-279 Recognition of Gregg Stoll

III.5 23-291 Recognition of the "People's Choice" for the Tree Photo Contest.

III.6 23-292 Keep Brevard Beautiful presentation of Trophy for the Trash Bash.

III.7 23-308 Presentation regarding a Dog Park.

III.8 23-333 Recognition of District 2 citizens.

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 three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 23-203 Approve a Resolution Amending the FY23 Budget, BAF# 23-052-A, Reassigning FY21 Fund Balance and Provide the City Manager Authority to Approve the Subsequent Budget Transfers from Contingency to the Appropriate General Ledger Accounts Directly Related to the Projects Specified in Assigned Fund Balance Already Approved by City Council. Also Amending the FY23 Budget, BAF# 23-070-A for Funds to Professional Services. With this Resolution a Third BAF# 23-071-A, Amending the Budget for $1.00, Rounding Issue with the SLFRF Revenue.

Attachments: Budget Resolution Agenda 23-203.docx
BAF 23-070-A-FN-Provide Budget 1600 Professional Services (5-23-23) Agend
Tracking Sheet BAF 23-052-A.pdf
BAF 23-052-A-FN-FY21 Assigned Fund Balance (5-23-23) Agenda 23-203.pdf
BAF 23-071-A-FN-SLFRF Rounding Issue (5-23-23) Agenda 23-203.pdf

V.2 23-259 Approve a Resolution Amending the FY23 Budget, BAF# 23-076-T, for the cost of resurfacing roadways added to the FY 23 Annual Street Paving Program; Approve the use of these funds towards the resurfacing of staff recommended list of roads.

Attachments: Budget Resolution FY 2023- ADA Compliant_Additional Resurfacing.docx
BAF 23-076-T-PW-Annual Street Paving(5-23-23) Agenda 23-259.pdf

V.3 23-266 Approve a Resolution Amending the FY23 Budget, BAF# 23-073-T, through the use of General Fund Contingency. Approve an increase to Purchase Order #80046 issued to South Florida Emergency Vehicle (SFEV) for the repair of Fire Rescue Apparatus E31. Approve a Resolution to Waive Competitive Bidding.

Attachments:
- Resolution to Waive Competitive Bid Repairs to E31.doc
- COCOA E-31 ESTIMATE.pdf
- 80046.pdf
- SOLE SOURCE LETTER COCOA.pdf
- Budget Resolution FY 2023- ADA Compliant.docx
- BAF 23-073-T-FD-Fund Apparatus Repairs (5-23-23) Agenda 23-266.pdf
- invoice_24465.pdf

V.4 23-267 Approve an Encroachment Agreement Between the City of Cocoa and Orange County for the Orange County Sunbridge Parkway Roadway Extension and to Approve Additional Access Easements Between Central Florida Property Holdings 200, LLC and the City of Cocoa Necessary as a Result of the Roadway Improvements

Attachments:
- BCC signed 4-11-23.pdf
- Access Easement.pdf

V.5 23-283 Approve the demolition and scrapping of the old, damaged and dilapidated playground equipment at the Harry T. Moore Center.

Attachments:
- 050223 - HT Moore Playground (1).jpg
- 050223 - HT Moore Playground (2).jpg
- 050223 - HT Moore Playground (3).jpg
- 050223 - HT Moore Playground (4).jpg
- 050223 - HT Moore Playground (5).jpg
- 050223 - HT Moore Playground (6).jpg
- 050223 - HT Moore Playground (7).jpg
- 050223 - HT Moore Playground (8).jpg
- 050223 - HT Moore Playground (9).jpg
- 050223 - HT Moore Playground (10).jpg
- 050223 - HT Moore Playground (11).jpg
- 050223 - HT Moore Playground (12).jpg
- 050223 - HT Moore Playground (13).jpg

V.6 23-285 Request Council to award the Football Field Improvements at Don “Mo” Stradley Memorial Park to W&J Construction in the amount of $497,485, and execute the agreement. Approve a Resolution to Waive Competitive Bidding, Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $50,000. Authorize the City Manager and City Attorney to negotiate construction contract and to execute amendments and extensions to the agreement within the approved contingency.

Attachments:
- Contingency Resolution.docx
- Resolution to Waive Competitive Bid_Stradley_Park.doc
- 051123 - W&J Construction - Stradley Base Bid - $497,485.00.pdf
- 051523 - Doug Wilson - Stradley Base Bid - $510,925.00.pdf
- 051523 - C&D Construction - Stradley Base Bid - $649,500.pdf
- Exhibit C - Stradley Drawings.pdf
- ITB B-23-21-COC DRAFT - Stradley and Provost Park Improvements.docx
- B-23-22-COC Statement of No Bids.pdf

V.7 23-287 Approve the Police Department to Apply for the FY2023 Bulletproof Vest Partnership Program

Attachments:
- BPV Grant internal grant application 5.1.23.pdf

V.8 23-290 To Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of Five (5) Variable Frequency Drives (VFD’s) Manufactured by ABB, Inc. from Barney’s Pumps, Inc. of Lakeland, FL; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-074-T to Reallocate Funds to Purchase Five (5) ABB® VFD Units from Barney’s Pumps of Lakeland, FL in the Amount of $97,400.00

Attachments:
- ABB VFD Exempt Resolution.doc
- SQ1012042 - Cocoa ABB VFD 250 HP.pdf
- SQ1012045 - Cocoa ABB VFD 125 HP.pdf
- Barney's Sole Source Letter.pdf
- Budget Resolution for VFD Purchase.docx
- BAF 23-074-T-UT-Variable Frequency Drive (5-23-23) Agenda 23-290.pdf

V.9 23-295 To Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of REXA® Electro-Hydraulic Valve Actuators from PRO-CO, Inc. of Winter Springs, Florida

Attachments:
- Pro-Co sole source letter from REXA.pdf
- Actuator quote for Lime Plant.pdf
- Exempt Vendor Listing FY21.pdf
- REXA Actuator Exempt Resolution.doc

V.10 23-296 Approve a Budget Resolution, Amending the FY2023 Budget, BAF# 23-075-IFT in the amount of $535,320; Approve Change Order #5 for E&D Contracting/PO 79480 in the amount of $478,886; Approve Project Resolution Authorizing the City Manager to Issue Change Orders with a Total Project Contingency not to exceed $989,934 for the Sellers BNR Project (WS1222)

Attachments: PO 79480.pdf
79480-1.pdf
79480-2.pdf
79480-3.pdf
Budget Resolution FY 2023- ADA Compliant.docx
BAF 23-075-ITF-UT-Bardenpho Tanks (5-23-23) Agenda 23-296.pdf
Resolution Project Contingency BNR WS1222.doc
Change Order #005 (WS1222).pdf
Change Order Request #5 (PO 79480).xlsx

V.11 23-312 Council approval of Amendment #1 of the HOME Disbursement Agreement between Brevard County and the City of Cocoa. Authorize the Mayor to sign the amended agreement.

Attachments: First Amendment HOME Agreement 22-23.pdf
HOME Agreement 22-23.pdf

V.12 23-313 Approve a Resolution to Waive Competitive Bidding, and to approve the Service Agreement with Pride Enterprises for various repairs to the Fire Blast Training Trailer.

Attachments: Resolution to Waive Competitive Bid repairs to fire blast trailer.doc
City of Cocoa Fire Blast Trailer ICN.11322.pdf

V.13 23-315 Approve an increase to the headcount for two Firefighter Trainee positions and fund the training costs for Law Enforcement, Fire, and Emergency Medical Technician (EMT) Academies for four Cocoa High students. The funding source was approved via Resolution #2023-019 and BAF#23-051-A. Approval to modify the FY2023 pay plan.

Attachments: FY 2023 Pay Grades and Pay Plan (DRAFT 5-23-2023).pdf
EFSC Tuition and Fee Costs.pdf

V.14 23-328 Accept the Award of the Florida Local Government Cybersecurity Grant, a State of Florida funded grant, for cybersecurity services and platforms and authorize the City Manager to execute the grant agreement between the City of Cocoa and the State of Florida Department of Management Services and approve Budget Amendment # 23-079-A-IT. The contents of this grant award are confidential and not for public release per F.S. 119.0725.

Attachments: Budget Resolution FY 2023- ADA Compliant.docx
BAF 23-079-A-IT Cybersecurity Grant (5-23-23) Agenda 23-328.pdf

MULTI-YEAR CONTRACTS:

V.15(b) 23-286 To Approve the Final Ranking of the Short-Listed Firms for RFQ Q-23-13-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm.

Attachments: RFQ_Q-23-13-COC__Engineering_Services.pdf
Q-23-13-COC Evaluation Results.pdf
CocoaEngSvcsWWColl-Treatment-Qual0423-Carollo.pdf

VI. PUBLIC HEARINGS:

VI.1 23-323 Second Reading Ordinance 03-2023: Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of 77 parcels totaling ±11.59 acres from Commercial Neighborhood (C-N) to Multi-Family District (RU-2-15).

Attachments: Attachment 4 Ordinance 03-2023 Rezoning Quail Ridge from CN to RU-2-15 (1
Attachment 3 Quail Ridge Rezoning Area (2).pdf
Attachment 2 Quail Ridge Zoning Map (3).pdf
Attachment 1 Quail Ridge 77 Parcels (3).pdf
Legal Ad 5-18-23.pdf

VI.2 23-324 Second Reading Ordinance 02-2023: Consider a **Zoning Text AMENDMENT** REGARDING GYM AND FITNESS FACILITIES.

Attachments: Attachment A Ordinance No. 02-2023 - Adding Gym and Fitness Facilities (1).pd
Attachment B Gym and Fitness Location Map (1).pdf
Legal Ad 5-18-23.pdf

VI.3 23-325 Second Reading Ordinance 04-2023: Consideration of a citizen-initiated Zoning Map amendment regarding a parcel of real property totaling ±0.27 acres, from City of Cocoa Core Commercial (C-C) to City of Cocoa "Multiple-Family Dwelling District" (RU-2-25) (Parcel ID No. 24-36-33-02-0000-0-0004.00)

Attachments:
- Ordinance No. 04-2023 - 63 Mulberry Rezoning CC to RU-2-25 2nd CC Readin
- 1.Zoning Amend Application 63 Mulberry St.pdf
- 2.Deed 63 Mulberry (1).pdf
- 3.Legal Ad Mulberry.pdf
- 4.DRH 63 Mulberry (1).pdf
- 5.Sketch 63 Mulberry (1).pdf
- Attachment 4_Figure 4_63 Mulberry_Surroundig Area Map.pdf
- Attachment 3_Figure 3_63 Mulberry_FLU Map .pdf
- Attachment 2_Figure 2_63 Mulberry_Zoning Map_(1).pdf
- Attachment 1_Figure 1_63 Mulberry_Location Map_(4).pdf

VI.4 23-330 Consider the proposed amendments to the previously approved 3-D Homes Development Agreement primarily related to the percentage of detached and attached single-family dwellings and minimum unit living area.

Attachments:
- Cocoa Townhomes Conceptual Rendering.png
- Conceptual Site Plan.pdf
- Legal Ad 5-18-23.pdf
- Addendum to Development Agreement _ 3-D Homes _ 05.17.2023.pdf

VII. COUNCIL BUSINESS:

VII.1 22-709 To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion

Attachments:
- SOIRL Cost anlysis and impact 11.29.2022.pdf
- SOIRL Cost anlysis and impact 11.29.2022a.pdf

VII.2 23-282 Consider the reappointment of George Brown OR the appointment of Robert Mason as a Regular member on the Code Enforcement Board through June 30, 2026.

Attachments:
- George Brown Board Member Application.pdf
- Robert Mason Board Member Application.pdf
- Ordinance 07-2021 (Term Limits for Boards & Committees).pdf
- Code Enforcement Board Roster.pdf

VII.3 23-289 Inform Council members of the selected Cocoa UpStart grant awardees.

VII.4 23-298 Approval of a street closure date and location change of a previously approved 2023 street closure

VII.5 23-301 Council approval of a 3% increase in rent for the tenants at the Porcher House.

VII.6 23-310 Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000.

Attachments: 05_10_2023 Cocoa Youth Ath. League Application.pdf

VII.7 23-326 Approve Resolution 2023-052 adopting a revised fee schedule for planning and zoning applications.

Attachments: Existing Fee Schedule.pdf
Resolution No. 2023-052.docx
Planning and Zoning Fee Schedule Update - Exhibit A.pdf

VIII. CITY BUSINESS:

VIII.1 23-299 Approval of Ordinance No. 05-2023 amending City Manager Purchasing Approval Authority and purchasing guidelines.

Attachments: Ordinance No. 05-2023.pdf
Purchasing Policy Data Analysis.pdf

IX. INFORMATIONAL AGENDA:

IX.1 23-294 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 4/30/2023.

Attachments: PO Monthly Report to City Council 10.01.22 thru 4.30.23.pdf

IX.2 23-318 FY 2023 April Budget Adjustment Report

Attachments: FY 2023 REVENUE Budget Tracking Worksheet-2023-04.pdf
FY 2023 EXPENSE Budget Tracking Worksheet-2023-04.pdf

IX.3 23-319 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.

Attachments: Change Order Authorizations Agenda 4-30-23.pdf

IX.4 23-320 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.

Attachments: April 2023 Budget Classification Report.pdf

IX.5 23-327 City Council Monthly Report, May 1-18, 2023.

Attachments: Council bi-weekly report template (1).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.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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 #:	23-306	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/8/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of May 23, 2023, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-23-2023 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2023
Agenda Date: May 23, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of May 23, 2023, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

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Approve the Agenda for the Regular meeting of May 23, 2023, as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: May 23, 2023
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 23, 2023. (23-306)

2. Minutes: N/A

III. Awards and Presentations:

1. Recognition of Chris Webb with the Cocoa Rotary. (23-331). (Mayor Blake)

2. Proclamation: Proclaiming the Week of May 14 - 20, 2023 as “National Police Week.” (23-128). (Chief of Police)

3. Proclamation: Proclaiming the Week of May 7-13, 2023 as "Drinking Water Week." (23-280). (Utilities Director)

4. Recognition of Gregg Stoll. (23-279). (Councilmember Dyal)

5. Recognition of the "People's Choice" for the Tree Photo Contest. (23-291). (Communication & Economic Development Director)

This Agenda may be Amended up until or at the Meeting

6. Keep Brevard Beautiful presentation of Trophy for the Trash Bash. (23-292). (Communication & Economic Development Director)

7. Presentation regarding a Dog Park. (23-308). (Brad Whitmore, HCVMS)

8. Recognition of District 2 citizens. (23-333). (Deputy Mayor Hearn)

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 three (3) 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 a Resolution Amending the FY23 Budget, BAF# 23-052-A, Reassigning FY21 Fund Balance and Provide the City Manager Authority to Approve the Subsequent Budget Transfers from Contingency to the Appropriate General Ledger Accounts Directly Related to the Projects Specified in Assigned Fund Balance Already Approved by City Council. Also Amending the FY23 Budget, BAF# 23-070-A for Funds to Professional Services. With this Resolution a Third BAF# 23-071-A, Amending the Budget for $1.00, Rounding Issue with the SLFRF Revenue. (23-203). (Finance Director)

2. Approve a Resolution Amending the FY23 Budget, BAF# 23-076-T, for the cost of resurfacing roadways added to the FY 23 Annual Street Paving Program; Approve the use of these funds towards the resurfacing of staff recommended list of roads. (23-259). (Public Works Director)

3. Approve a Resolution Amending the FY23 Budget, BAF# 23-073-T, through the use of General Fund Contingency. Approve an increase to Purchase Order #80046 issued to South Florida Emergency Vehicle (SFEV) for the repair of Fire Rescue Apparatus E31. Approve a Resolution to Waive Competitive Bidding. (23-266). (Public Works Director)

4. Approve an Encroachment Agreement Between the City of Cocoa and Orange County for the Orange County Sunbridge Parkway Roadway Extension and to Approve Additional Access Easements Between Central Florida Property Holdings 200, LLC and the City of Cocoa Necessary as a Result of the Roadway Improvements. (23-267). (Utilities Director)

5. Approve the demolition removal and scrapping of the old, damaged and dilapidated playground equipment at the Harry T. Moore Center. (23-283). (Public Works Director)

6. Request Council to award the Football Field Improvements at Don “Mo” Stradley Memorial Park to W&J Construction in the amount of $497,485, and execute the agreement. Approve a Resolution to Waive Competitive Bidding, Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $50,000. Authorize the City Manager and City Attorney to negotiate construction contract and to execute amendments and extensions to the agreement within the approved contingency. (23-285). (Public Works Director)

7. Approve the Police Department to Apply for the FY2023 Bulletproof Vest Partnership Program. (23-287). (Chief of Police)

8. Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of Five (5) Variable Frequency Drives (VFD’s) Manufactured by ABB, Inc. from Barney’s Pumps, Inc. of Lakeland, FL; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-074-T to Reallocate Funds to Purchase Five (5) ABB® VFD Units from Barney’s Pumps of Lakeland, FL in the Amount of $97,400.00. (23-290). (Utilities Director)

9. Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of REXA® Electro-Hydraulic Valve Actuators from PRO-CO, Inc. of Winter Springs, Florida. (23-295). (Utilities Director)

10. Approve a Budget Resolution, Amending the FY2023 Budget, BAF# 23-075-IFT in the amount of $535,320; Approve Change Order #5 for E&D Contracting/PO 79480 in the amount of $478,886; Approve Project Resolution Authorizing the City

Manager to Issue Change Orders with a Total Project Contingency not to exceed $989,934 for the Sellers BNR Project (WS1222). (23-296). (Utilities Director)

11. Approval of Amendment #1 of the HOME Disbursement Agreement between Brevard County and the City of Cocoa. Authorize the Mayor to sign the amended agreement. (23-312). (Community Services Director)

12. Approve a Resolution to Waive Competitive Bidding, and to approve the Service Agreement with Pride Enterprises for various repairs to the Fire Blast Training Trailer. (23-313). (Public Works Director)

13. Approve an increase to the headcount for two Firefighter Trainee positions and fund the training costs for Law Enforcement, Fire, and Emergency Medical Technician (EMT) Academies for four Cocoa High students. The funding source was approved via Resolution #2023-019 and BAF#23-051-A. Approval to modify the FY2023 pay plan. (23-315). (Administrative Services Director)

14. Accept the Award of the Florida Local Government Cybersecurity Grant, a State of Florida funded grant, for cybersecurity services and platforms and authorize the City Manager to execute the grant agreement between the City of Cocoa and the State of Florida Department of Management Services and approve Budget Amendment # 23-079-A-IT. The contents of this grant award are confidential and not for public release per F.S. 119.0725. (23-328). (Chief Technology Officer)

(B) Multi-Year Contracts:

15. Approve the Final Ranking of the Short-Listed Firms for RFQ Q-23-13-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm. (23-286). (Utilities Director)

VI. Public Hearings:

1. Second Reading Ordinance 03-2023: Consideration of a Zoning Map Amendment for 77 parcels totaling ±11.59 acres from Commercial Neighborhood (C-N) to Multi-Family District (RU-2-15). (23-323). (Public Works Director)

2. Second Reading Ordinance 02-2023: Consider a Zoning Text Amendment Regarding Gym and Fitness Facilities. (23-324). (Public Works Director)

3. Second Reading Ordinance 04-2023: Consideration of a citizen-initiated Zoning Map amendment regarding a parcel of real property totaling ±0.27 acres, from City of Cocoa Core Commercial (C-C) to City of Cocoa "Multiple-Family Dwelling District" (RU-2-25). (23-325). (Public Works Director)

4. Consider the proposed amendments to the previously approved 3-D Homes Development Agreement primarily related to the percentage of detached and attached single-family dwellings and minimum unit living area. (23-330). (Public Works Director)

VII. Council Business:

1. Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (22-709). (City Manager)

2. Consider the reappointment of George Brown as a Regular member on the Code Enforcement Board through June 30, 2026. (23-282). (Administrative Services Director)

3. Inform Council members of the selected Cocoa UpStart grant awardees. (23-289). (Director Communication & Economic Development)

4. Requesting to change the date and location of a previously approved street closure. (23-298). (Director Communication & Economic Development)

5. Council approval of a 3% increase in rent for the tenants at the Porcher House. (23-301). (Director of Communication & Economic Development)

6. Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000. (23-310). (Administrative Services Director)

7. Approve Resolution No. 2023-052 adopting a revised fee schedule for planning and zoning applications. (23-326). (Public Works Director)

VIII. City Business:

1. Approval of Ordinance No. 05-2023 amending City Manager Purchasing Approval Authority and purchasing guidelines. (23-299). (Finance Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

This Agenda may be Amended up until or at the Meeting

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 4/30/2023. (23-294). (Finance Director)

2. FY 2023 April Budget Adjustment Report. (23-318). (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. (23-319). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (23-320). (Finance Director)

5. City Council Monthly Report, May 1-18, 2023. (23-327). (City Manager)

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

This Agenda may be Amended up until or at 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.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	23-331	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/17/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Recognition of Chris Webb with the Cocoa Rotary. (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 17, 2023
Agenda Date: May 23, 2023
Prepared By: Carie Shealy, City Clerk
Through: Michael Blake, Mayor
Requested Action:
Recognition of Chris Webb with the Cocoa Rotary

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Recognition of Chris Webb with the Cocoa Rotary

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Legislation Details (With Text)

File #:	23-128	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/16/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Proclamation: Proclaiming the Week of May 14 - 20, 2023 as “National Police Week.”				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Police Week Proclamation 2023.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 16, 2023
Agenda Date: May 23, 2023
Prepared By: Susan L. Lambert, CAP, OM
Through: Evander Collier IV, Chief of Police
Requested Action:
Proclamation: Proclaiming the Week of May 14 - 20, 2023 as “National Police Week.”

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Proclamation: Proclaiming the Week of May 14 - 20, 2023 as “National Police Week.”

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PROCLAMATION

Whereas, *in 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as National Police Memorial Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC to participate in many planned events which honor those that have paid the ultimate sacrifice; and*

Whereas*, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Cocoa Police Department; and*

Whereas*, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that the members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, by protecting the innocent against deception and the weak against oppression; and*

Whereas*, the City of Cocoa honors the valor, service, and dedication of all Police Officers, and publicly recognizes the service of every one of the members of the City of Cocoa Police Department.*

NOW, THEREFORE, *be it resolved that I, Mayor Michael C. Blake, on behalf of the City of Cocoa, do hereby proclaim May 14-20, 2023, as National Police Week in the City of Cocoa and urge all Citizens to publicly recognize the service of law enforcement officers in our community and communities across the nation.*

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 23rd day of May, 2023.*

Michael C. Blake

Mayor

ATTEST:

Lane Mealy

City Clerk

Legislation Details (With Text)

File #:	23-280	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/24/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Proclamation: Proclaiming the Week of May 7-13, 2023 as "Drinking Water Week." (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Drinking Water Week Proclamation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2023
Agenda Date: May 23, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Proclamation: Proclaiming the Week of May 7-13, 2023 as "Drinking Water Week."

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Proclamation: Proclaiming the Week of May 7-13, 2023 as "Drinking Water Week."

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PROCLAMATION

WHEREAS, *water is our most valuable natural resource; and*

WHEREAS, *drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and*

WHEREAS, *tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and*

WHEREAS, *the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and*

WHEREAS, *the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and*

WHEREAS, *we are all stewards of the water infrastructure upon which current and future generations depend; and*

WHEREAS, *the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.*

NOW, THEREFORE, *be it resolved that I, Mayor Michael C. Blake, on behalf of the City of Cocoa, do hereby proclaim May 7-13, 2023, as* ***Drinking Water Week*** *in the City of Cocoa and am calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.*

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 23rd day of May, 2023.*

Michael C. Blake

Mayor

ATTEST:

Carie Mealy

City Clerk

Legislation Details (With Text)

File #:	23-279	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/24/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Recognition of Gregg Stoll. (Councilmember Dyal)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2023
Agenda Date: May 23, 2023
Prepared By: Carie Shealy, City Clerk
Through: Councilmember Dyal
Requested Action:
Recognition of Gregg Stoll

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Recognition of Gregg Stoll

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Legislation Details (With Text)

File #:	23-291	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/2/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Recognition of the "People's Choice" for the Tree Photo Contest. (Communication & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2023
Agenda Date: May 23, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Recognition of the "People's Choice" for the Tree Photo Contest.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Recognition of the "People's Choice" for the Tree Photo Contest.

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Legislation Details (With Text)

File #:	23-292	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/2/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Keep Brevard Beautiful presentation of Trophy for the Trash Bash. (Communication & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2023
Agenda Date: May 23, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Keep Brevard Beautiful presentation of Trophy for the Trash Bash.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

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Keep Brevard Beautiful presentation of Trophy for the Trash Bash.

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Legislation Details (With Text)

File #:	23-308	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/9/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Presentation regarding a Dog Park. (Brad Whitmore, HCVMS)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2023
Agenda Date: May 23, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Presentation regarding a Dog Park.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Presentation regarding a Dog Park.

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Legislation Details (With Text)

File #:	23-333	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/19/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Recognition of District 2 citizens. (Deputy Mayor Hearn)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 19, 2023
Agenda Date: May 23, 2023
Prepared By: Carie Shealy, City Clerk
Through: Deputy Mayor Hearn
Requested Action:
Recognition of District 2 citizens.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Recognition of District 2 citizens.

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Legislation Details (With Text)

File #:	23-203	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/14/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY23 Budget, BAF# 23-052-A, Reassigning FY21 Fund Balance and Provide the City Manager Authority to Approve the Subsequent Budget Transfers from Contingency to the Appropriate General Ledger Accounts Directly Related to the Projects Specified in Assigned Fund Balance Already Approved by City Council. Also Amending the FY23 Budget, BAF# 23 -070-A for Funds to Professional Services. With this Resolution a Third BAF# 23-071-A, Amending the Budget for $1.00, Rounding Issue with the SLFRF Revenue. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution Agenda 23-203.pdf BAF 23-070-A-FN-Provide Budget 1600 Professional Services (5-23-23) Agenda 23-203.pdf Tracking Sheet BAF 23-052-A.pdf BAF 23-052-A-FN-FY21 Assigned Fund Balance (5-23-23) Agenda 23-203.pdf BAF 23-071-A-FN-SLFRF Rounding Issue (5-23-23) Agenda 23-203.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2023
Agenda Date: May 23, 2023
Prepared By: Colleen Campbell, MBA, Sr. Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF# 23-052-A, Reassigning FY21 Fund Balance and Provide the City Manager Authority to Approve the Subsequent Budget Transfers from Contingency to the Appropriate General Ledger Accounts Directly Related to the Projects Specified in Assigned Fund Balance Already Approved by City Council. Also Amending the FY23 Budget, BAF# 23-070-A for Funds to Professional Services. With this Resolution a Third BAF# 23-071-A, Amending the Budget for $1.00, Rounding Issue with the SLFRF Revenue.

BACKGROUND:

BAF# 23-052-A, will be reassigning Assigned Fund Balance, Approved by City Council in FY21 and FY22. A portion of these funds are the balances from projects completed in FY22 and will be reassigned to General Fund Contingency for tracking purposes. The assignment of these funds was approved by City Council unanimously at the April 26th workshop. In order to track FY21 Assigned Fund Balance more accurately, staff is requesting Council approval of this amendment reassigning the budgets. Staff is also requesting authority for the City Manager to transfer any of the projects on

the Assigned Fund Balance Listing from Contingency to the appropriate general ledger accounts.

BAF# 23-070-A is using Fund Balance to provide funding for necessary professional services due to increased or unexpected costs.

BAF# 23-071-A is accepting $1.00 in SLFRF revenue and assigning $1.00 in expense due to rounding. Each allocation in two fiscal years of the SFLRF Funding, were not to the whole dollar. This budget amendment will increase the budget by $1.00.

STRATEGIC PLAN CONNECTION:

Ongoing Capital Improvements/Projects.

BUDGETARY IMPACT:

Budgeted No
If not budgeted, is amendment/transfer attached? Yes

BAF# 23-052-A

Amount Requested $2,047,518
Account Number 001-0000-389.99-50 Project # AFBP21
Account Name Assigned Fund Balance

Amount Requested $2,047,518
Account Number See tracking sheet
Account Name Various

The reassignment and previously approved but unbudgeted projects, totaled $2,047,518 AFBP21.

Budgeted No
If not budgeted, is amendment/transfer attached? Yes

BAF# 23-070-A

Amount Requested $97,100
Account Number 001-0000-369.90-00
Account Name Misc. Revenue

Amount Requested $97,100
Account Number 001-1600-513.31-00
Account Name Professional Services
Budgeted No
If not budgeted, is amendment/transfer attached? Yes

BAF# 23-071-A

Amount Requested $1
Account Number 130-0000-331.90-02
Account Name Federal Grants - American Rescue Plan 2021

Amount Requested	$1
Account Number	130-1203-516.64-15 - AR23SH
Account Name	Machinery & Equipment / IT Hardware

PREVIOUS ACTION:

City Council approved assigning fund balance for the projects at the April 26, 2021 budget workshop.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF# 23-052-A, Reassigning FY21 Fund Balance and Provide the City Manager Authority to Approve the Subsequent Budget Transfers from Contingency to the Appropriate General Ledger Accounts Directly Related to the Projects Specified in Assigned Fund Balance Already Approved by City Council. Also Amending the FY23 Budget, BAF# 23-070-A for Funds to Professional Services. With this Resolution a Third BAF# 23-071-A, Amending the Budget for $1.00, Rounding Issue with the SLFRF Revenue. .

RESOLUTION NO. 2023-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 26, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 23rd day of May 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-070-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1600-FN | DATE PREPARED: 04/17/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 97,100	001-0000-369.90-00		Misc. Revenue	$ 0	$ 0	$ 97,100	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 97,100	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 97,100	001-1600-513.31-00		Professional Services	$ 0	$ 0	$ 97,100	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 97,100	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Provide budget for the administrative division's professional services, due to increase costs or under budgeted items. Agenda 23-203.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/23 *RESOLUTION #:* 2023-044

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.

4/17/23 Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.17 16:24:46 -04'00'	4/17/23 Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.17 16:24:59 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.04.18 10:18:45 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.04.17 16:36:27 -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 #: _____

BAF 23-052-A- Tracking Sheet

001-0000-389.99-50	Fund Balance	PWFBBP	(2)
001-0000-389.99-50	Fund Balance	PWFBCA	3,942
001-0000-389.99-50	Fund Balance	PWFBFP	10,945
001-0000-389.99-50	Fund Balance	PWFBPP	(50,000)
001-0000-389.99-50	Fund Balance	PWFBPI	139
001-0000-389.99-50	Fund Balance	PW21BM	44,215
001-0000-389.99-50	Fund Balance	AFBP21	15,000
001-0000-389.99-50	Fund Balance	PW21DS	(3,637)
001-0000-389.99-50	Fund Balance	PW21FL	26,651
001-0000-389.99-50	Fund Balance	PWOOPS	26,886
001-0000-389.99-50	Fund Balance	CD22PS	241,379
001-0000-389.99-50	Fund Balance	AFBP21	560,000
001-0000-389.99-50	Fund Balance	CA2201	634,500
001-0000-389.99-50	Fund Balance	AFBP21	500,000
001-0000-389.99-50	Fund Balance	AFBP21	37,500
Total			**2,047,518**

001-3580-519.62-00	Buildings	PWFBBP	(34,289)
001-1600-513.39-00	Contingency	AFBP21	34,287
001-3580-519.64-00	Machinery & Equipment	PWFBBP	(5,104)
001-1600-513.39-00	Contingency	AFBP21	5,104
001-3580-519.62-00	Buildings	PWFBCA	(69,719)
001-1600-513.39-00	Contingency	AFBP21	73,661
001-3580-519.62-00	Buildings	PWFBFP	(65,216)
001-1600-513.39-00	Contingency	AFBP21	76,161
001-3580-519.62-00	Buildings	PWFBPP	(31,000)
001-3580-519.63-00	Infrastructure	PWFBPP	(19,000)
001-3580-519.31-00	Professional Services	PWFBPI	139
001-1600-513.39-00	Contingency	AFBP21	44,215
001-1600-513.39-00	Contingency	AFBP21	15,000
001-3510-541.63-00	Infrastructure	PW21DS	(3,637)
001-3510-541.63-00	Infrastructure	PW21DS	(89,913)
001-1600-513.39-00	Contingency	AFBP21	89,913
001-3510-541.46-00	Repairs & Maintenance	PW21DS	(38,310)
001-1600-513.39-00	Contingency	AFBP21	38,310
001-1600-513.39-00	Contingency	AFBP21	26,651
001-1600-513.39-00	Contingency	AFBP21	26,886
001-3200-515.61-00	Land	CD22PS	241,379
001-1600-513.39-00	Contingency	AFBP21	560,000
001-1600-513.39-00	Contingency	ABFP21	634,500
001-1600-513.39-00	Contingency	AFBP21	480,000
001-1600-513.82-01	Eco Dev Incentive Contrib	AFBP21	20,000
001-3560-519.64-00	Machinery & Equipment	PWFBPI	(6,071)
001-1600-513.39-00	Contingency	AFBP21	6,071
001-1600-513.39-00	Contingency	AFBP21	37,500
Total			**2,047,518**

Rev/Exp Diff	-

City of Cocoa Budget Adjustment Form FY 2023 - 23-052-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1600-FN | DATE PREPARED: 03/02/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,047,518	001-0000-389.99-50		Fund Balance	$ 0	$ 0	$ 2,047,518	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,047,518	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,047,518			General Fund - See tracking sheet	$ 0	$ 0	$ 2,047,518	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,047,518	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To use FY21 assigned fund balance project budget,as accepted in the ACFR, to contingency. This will enable finance to track project budget as it was approved by City Council. Agenda 23-203
See tracking sheet for project level detail.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 05/23/23 ***RESOLUTION #:*** 2023-044

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.

4/26/23	Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.26 09:32:27 -04'00'	4/26/23	Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.26 09:32:48 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.05.01 13:13:18 -04'00'	4/27/23	Lora Howell Digitally signed by Lora Howell Date: 2023.04.27 11:24:41 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2023 - 23-071-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1600-FN | DATE PREPARED: 04/25/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1	130-0000-331.90-02		Federal Grants-American Rescue Plan 202	$ 0	$ 0	$ 1	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1	130-1203-516.64-15	AR23SH	Machinery & Equipment / IT Hardware	$ 0	$ 0	$ 1	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

We are $1.00 under budgeted due to .50 of actuals for both awards. Rounding issue has created a $1.00 difference. For reporting purposes we need to amend the budget. Agenda 23-203.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/23/23 RESOLUTION #: 2023-044

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.

4/25/23	Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.25 15:48:31 -04'00'	4/25/23	Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.25 15:48:55 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.05.01 13:15:45 -04'00'	4/27/23	Lora Howell Digitally signed by Lora Howell Date: 2023.04.27 11:26:34 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	23-259	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/14/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY23 Budget, BAF# 23-076-T, for the cost of resurfacing roadways added to the FY 23 Annual Street Paving Program; Approve the use of these funds towards the resurfacing of staff recommended list of roads. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023- ADA Compliant_Additional Resurfacing.pdf BAF 23-076-T-PW-Annual Street Paving(5-23-23) Agenda 23-259.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2023
Agenda Date: May 23, 2023
Prepared By: Abby Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF# 23-076-T, for the cost of resurfacing roadways added to the FY 23 Annual Street Paving Program; Approve the use of these funds towards the resurfacing of staff recommended list of roads.

BACKGROUND:

The Public Works Department has an annual repaving program to address roads that are in failing or poor condition. In 2015, the City completed an entire analysis of the road and sidewalk network. The analysis included the evaluation of the pavement condition, roadway structural condition, and sidewalk trip hazards. The study is updated annually through the use of Staff evaluation, work orders, and GIS and serves as a guiding program to address the City's needs. While the roadway conditions are scored through an industry-standard degradation schedule, staff also performs on-site analysis to ensure resources are allocated in the best manner.

This fiscal year additional funding was provided towards the annual repaving program. Staff recommends this funding be used to resurface the following list of streets.

Street Name	From	To
Cambridge Dr	School Gate	Westview Dr
Center St	Forrest Ave	Ridgeway Ave
Parkway St	Forrest Ave	Indian River Drive
Mitchel St	Forrest Ave	Indian River Drive
Carmalt St	Forrest Ave	Indian River Drive
Snyder Dr	Carmalt St	Parkway St
Right St	Cox Rd	End without Circle
Townsend Rd	N Entrance of Sams, N and W 1950'	N and W 1950'
Tate St	Cambridge Dr	City Limits
Shearer Blvd	Wilson Ave	Highland Ave
N Wilson Ave	Peachtree	Shearer Blvd
Brunson Ave	US1	Main St
Oleander St	Forrest Ave	Hughlett Ave
Stone St	Florida Ave	Hughlett Ave

STRATEGIC PLAN CONNECTION:

Road repair and maintenance are essential in order to (1) preserve the road in its originally constructed condition, (2) protect adjacent resources and user safety, and (3) provide efficient, convenient travel along the route.

BUDGETARY IMPACT:

Budgeted No
If not budgeted, is amendment/transfer attached? Yes

Amount Requested ($500,000)
Account Number _001-1600-513.39-00 AFBP22
Account Name _Contingency

Amount Requested $450,000
Account Number _001-3510-541.63-00 PW08SP
Account Name _Infrastructure

Amount Requested $50,000
Account Number _001-3510-541.46-00 PW18SW
Account Name _Repairs & Maintenance

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF# 23-076-T, for the cost of resurfacing roadways added to the FY 23 Annual Street Paving Program; Approve the use of these funds towards the resurfacing of staff recommended list of roads.

RESOLUTION NO. 2023-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular meeting assembled on the 23rd day of May, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-076-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3510 | DATE PREPARED: 04/11/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 500,000)	001-1600-513.39-00	AFBP22	Contingency	$ 0	$ 0	($ 500,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 500,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 450,000	001-3510-541.63-00	PW08SP	Infrastructure	$ 0	$ 0	$ 450,000	$ 0
$ 50,000	001-3510-541.46-00	PW18SW	Repairs & Maintenance	$ 0	$ 0	$ 50,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 500,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Use funds for paving additional road segments as part of the city Annual Streets Paving Program. BAF 23-051 (FY22 AFB) provided budget to the GF Contingency Account. This BAF is moving the approved funds to the correct expense account. Agenda 23-259

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/23 *RESOLUTION #:* 2023-046

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.

Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.04.11 13:46:43 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.05.11 10:59:10 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Bryant Smith Digitally signed by Bryant Smith Date: 2023.04.14 09:37:35 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.05.11 10:59:39 -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 2/9/22 - IT

Legislation Details (With Text)

File #:	23-266	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	4/18/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY23 Budget, BAF# 23-073-T, through the use of General Fund Contingency. Approve an increase to Purchase Order #80046 issued to South Florida Emergency Vehicle (SFEV) for the repair of Fire Rescue Apparatus E31. Approve a Resolution to Waive Competitive Bidding. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution to Waive Competitive Bid Repairs to E31.pdf COCOA E-31 ESTIMATE.pdf 80046.pdf SOLE SOURCE LETTER COCOA.pdf Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-073-T-FD-Fund Apparatus Repairs (5-23-23) Agenda 23-266.pdf invoice_24465.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2023
Agenda Date: May 23, 2023
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III P.E, Public Works Director / City Engineer
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF# 23-073-T, through the use of General Fund Contingency. Approve an increase to Purchase Order #80046 issued to South Florida Emergency Vehicle (SFEV) for the repair of Fire Rescue Apparatus E31. Approve a Resolution to Waive Competitive Bidding.

BACKGROUND:

On Tuesday, December 6, 2022, Fire Rescue Apparatus E31 suffered a catastrophic engine failure leading to the engine overheating and seizing. The failure led to a hydrostatic lock of the engine due to coolant leaking into several cylinders. SFEV was dispatched to diagnose the issue and determined a remanufactured engine assembly would be required. The price for this work is $79,213 and also included a rebuild of the diesel exhaust after-treatment system.

The Fleet Division has a $15,000 open purchase order with SFEV that is executed annually for

various sales, parts, services, and repairs which is almost fully liquidated. Fleet would like to add the $80,000 for the repair of the E31 engine and an additional $15,000 for further maintenance of the other Sutphen Fire Apparatus to the purchase order. A purchase order increase of $95,000, exceeds the City Manager's signing authority and requires approval by City Council. The adjusted purchase order amount will be $110,000. Additionally, BAF# 23-073-T provides for a budgetary increase of $50,000 to be added for the Fire Department Repair and Maintenance - Vehicles, for the remainder of fiscal year 2023 to ensure adequate budget is available for repairs.

SFEV is the sole provider for Sutphen Fire Apparatuses in the State of Florida. Because they are a sole source for these services a Resolution to Waive Competitive Bidding is also required.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF# 23-073-T

Account Name: Contingency
Account Number: 001-1600-513.39-00
Amount: ($50,000)

Account Name: Repair and Maintenance-Vehicles
Account Number: 001-2201-522.46-03
Amount: $50,000

Account Name: Repair and Maintenance
Account Number: 001-2201-522.46-03

Change Order Amount $95,000

Original Purchase Order 80046
Original P.O. Amount $15,000
Total number of change orders to date None
New Purchase Order Amount $110,000

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF# 23-073-T, through the use of General Fund Contingency. Approve an increase to Purchase Order #80046 issued to South Florida Emergency Vehicle (SFEV) for the repair of Fire Rescue Apparatus E31. Approve a Resolution to Waive Competitive Bidding.

RESOLUTION NO. 2023-048

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 23th day of May, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2023-048

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, to perform repairs and services to Fire Rescue Apparatus (E31) 2015 Sutphen Shield HS# 5654, VIN-1S9A1BND4F1003101, City Property Tag# 5654 all work to be performed by South Florida Emergency Vehicle (SFEV) Sole Dealer for Sutphen Fire Rescue Apparatus in Florida.

Supporting documentation has been provided toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

South Florida Emergency Vehicles LLC.
4655 Cummins Ct
Fort Myers, FL 33905
239-267-5300

Estimate **20212563**

Date: **12/28/2022**

Bill To
COCOA FIRE DEPT
65 Stone St.
Cocoa, FL 32922
P: 321-698-0543 Tony mobile

Remit Payment To
South Florida Emergency Vehicles
4655 Cummins Ct
Fort Myers, FL 33905

Service Order	Purchase Order	Service Writer	Authorizer
20212563		Cullen, Terry	Tony Jones

Item	Description	Quantity	Rate	Amount
	Complaint: UNIT OVERHEATED DUE TO FAILED HOSE TO SYSTEM AIR COMPRESSOR HEAD. REPAIRED BY COCOA FLEET. UNIT PLACED BACH IN SERVICE AND WHITE SMOKE BEGAN TO COME FROM EXHAUST PIPE & FD CONTINUED TO OPERATE IT. CREW PARKED THE TRUCK & CAME TO START IT WITH NO CRANKING - STARTER ENGAGED BUT NO ENGINE ROTATION. UNIT ARRIVED AT SFEV VIA TOW TRUCK 12-8-2022. DAMAGE			
	Cause: Coolant loss/over heated engine lock up. **Type:** Unscheduled repair			
Labor	**Recommended Correction:** Engine / Cooling / Department had the truck towed to shop. We Towed into shop. raise and drain coolant and OIL. Found coolant in the oil. Lower truck and still cannot fully rotate engine, teardown needed to assess internal damage. Remove all components needed to remove cylinder head. Drop oil pan and inspect connecting rods for damage. Due to high engine temps and coolant in crankcase recommend replacing oil pickup gasket. Rods look straight and intact. Will need to perform Piston height verification. Removal of top of engine found EGR cooler to be full of coolant. Turbocharger to be full of coolant. Exhaust manifold to have coolant in it. Cylinders 1, 3, 5, 6, to have standing coolant on piston dome. Found power steering bracket adjustable bracket broken, Engine harness is very brittle and has wire concerns, Oil psi sender leaking oil, Exhaust psi sensor and tube have signs of coolant residue. EGR pressure differential sensor coolant damaged. engine outlet NOx coolant damaged. EGR temp sensor coolant damaged. Air intake connection has essive soot/tar build up inside. Injector harness pass throughs leaking oil. Engine brake harness' brittle/heat damaged. Rotation of engine and visual inspection of cylinder liners did see some marks/imperfection mostly due to heat and pressures. With overheat condition recommend replacing coolant temp sensor. Coolant entering intake manifold damaged/contaminated intake pressure temp sensor. Noted oil leaks at the oil cooler plants and connection gasket. Due to high crankcase pressures when engine Hydro locked recommend replacing cranks case pressure sensor and filter element. during teardown noted crankcase oil drain tube had been previously repaired. During repairs recomment to remove front gear cover and verify no heat sludge/coolant in front cover.	55.50000	$180.00	$9,990.00
Parts	UPPER ENGINE GASKET KIT - CUM-5579344 - A	1	$405.9295	$405.93
Parts	SEAL KIT / INCLUDES INSTALLATION TOOL - CUM-4024883 - A	1	$86.98538	$86.99
Parts	THERMOSTAT - CUM-5478594 - A	1	$112.4525	$112.45
Parts	NITROGEN OXIDE SENSOR - CUM-4326873 - A	1	$891.901	$891.90
Parts	HARNESS,ETR CNT MDL WRG - CUM-5590369 - A	1	$1,136.274	$1,136.27
Parts	OIL COOLER CORE GASKET - CUM-3918174 - A	1	$21.9945	$21.99
Parts	LUB OIL CLR COVER GASKET - CUM-3929011 - A	1	$27.95813	$27.96
Parts	CONNECTION GASKET - CUM-5443707 - A	1	$9.30	$9.30
Parts	THERMOSTAT - CUM-5337769 - A	1	$74.1985	$74.20
Parts	GASKET,OIL SUC CONNECTION - CUM-3939352 - A	1	$4.6965	$4.70

Item	Description	Quantity	Rate	Amount
Parts	OIL PAN GASKET - CUM-5332563 - A	1	$64.2165	$64.22
Parts	OIL FILTER - CUM-LF9009 - A	1	$56.44	$56.44
Parts	ENGINE OIL - 15W40 - A	28	$4.5965	$128.70
Parts	COOLANT NITRATE FREE - COOLANT-GALLON - A	25	$31.8855	$797.14
Parts	EGR COOLER KIT - CUM-4352253RX - A	1	$1,544.1875	$1,544.19
Parts	EXHAUST GAS PRESSURE SENSOR - CUM-4928594 - A	1	$171.79168	$171.79
Parts	PRESSURE SENSING TUBE - CUM-5297792 - A	1	$87.8695	$87.87
Parts	V BAND CLAMP FOR Exhaust Recirculation - CUM-4946823 - A	1	$40.83	$40.83
Parts	EXHAUST GAS TEMPERATURE SENSOR - CUM-2872858 - A	1	$74.2605	$74.26
Parts	V BAND CLAMP 4" - CUM-102408 - A	1	$48.949	$48.95
Parts	EXHAUST MANIFOLD SEAL - CUM-3683940 - A	1	$52.4055	$52.41
Parts	HOSE CLAMP - CUM-3600494 - A	2	$8.866	$17.73
Parts	PLAIN HOSE - CUM-5264459 - A	1	$41.18	$41.18
Parts	AIR INTAKE CONNECTION - CUM-5333830 - A	1	$600.1445	$600.14
Parts	PRESSURE SENSOR - CUM-4358939 - A	1	$212.1485	$212.15
Parts	RECTANGULAR RING SEAL - CUM-4076823 - A	2	$20.42384	$40.85
Parts	CONNECTION GASKET - CUM-4933235 - A	1	$4.712	$4.71
Parts	SCREW,HEX FLANGE HEAD CAP - CUM-3901446 - A	4	$4.0765	$16.31
Parts	SCREW,HEX FLANGE HEAD CAP - CUM-3968959 - A	3	$34.4875	$103.46
Parts	PIPE PLUG - CUM-3008464 - A	1	$5.2235	$5.22
Parts	O RING SEAL - CUM-4992509 - A	1	$5.549	$5.55
Parts	V CLAMP - CUM-3067979 - A	1	$60.0935	$60.09
Parts	WATER PUMP KIT - CUM-5579023 - A	1	$256.0445	$256.04
Parts	ORING SEAL - CUM-3940386 - A	1	$8.9435	$8.94
Parts	WIRING HARNESS - CUM-5257808 - A	1	$47.616	$47.62
Parts	WIRING HARNESS - CUM-5257809 - A	1	$45.694	$45.69
Parts	O-RING - CUM-3945326 - A	2	$7.905	$15.81
Parts	POWER STEERING BRACKET/BRACE, ISL - SUT-10044281 - A	1	$29.38967	$29.39
Parts	GROMMET SEAL - CUM-3103015 - A	2	$4.15	$8.30
Parts	TURBOCHARGER KIT NEW / NO CORE - CUM-3798338 - A	1	$6,822.90	$6,822.90
Parts	KIT,TURBOCHARGER ACTUATOR - CUM-5496045RX - A	1	$1,723.3675	$1,723.37
Parts	PRS TEMPERATURE SENSOR - CUM-2897332 - A	1	$80.9875	$80.99
Parts	TEMPERATURE SENSOR - CUM-4954905 - A	1	$24.614	$24.61
Parts	ENGINE OIL FILLER CAP - CUM-3973511 - A	1	$48.515	$48.52
Parts	O RING SEAL - CUM-4995093 - A	1	$22.661	$22.66
Parts	NOISE ISOLATOR - CUM-3959799 - A	8	$8.029	$64.23
Parts	SEALANT - CUM-3164067 - A	1	$24.0715	$24.07
Parts	PRESSURE SENSOR - CUM-5462277 - A	1	$83.266	$83.27
Parts	BREATHER TUBE ASSEMBLY - CUM-5255739 - A	1	$96.9215	$96.92
Parts	CYLINDER LINER - CUM-5404408 - A	6	$173.29	$1,039.74
Parts	CON ROD BEARING KIT - CUM-5579381 - A	6	$102.734	$616.40

Item	Description	Quantity	Rate	Amount
Parts	ENGINE PISTON KIT - CUM-4955530 - A	6	$454.615	$2,727.69
Parts	OVERHAUL KIT - CUM-5633436 - A	1	$5,057.433	$5,057.43
Parts	HEAD,CYLINDER - CUM-5529501 - A	1	$6,926.5005	$6,926.50
Parts	INJECTOR - CUM-2872765 - A	6	$948.7395	$5,692.44
Parts	HEX FLANGE HEAD CAP SCREW - CUM-3960043 - A	24	$9.734	$233.62
			Subtotal	$48,633.03

Complaint: 2 Front cab lift hoses dripping on floor DOT

Cause: Bad hoses **Type:** Unscheduled repair (Inspection)

Labor	**Recommended Correction:** Body and Cab / General / Replace hoses fill system test operation	3.00000	$135.00	$405.00
Parts	CAB LOCK HOSE, LEFT SIDE***LENGTH SUBJECT TO CHANGE MADE PER VEHICLE*** - PTO-121 - A	1	$313.08	$313.08
Parts	CAB LOCK HOSE, RIGHT SIDE***LENGTH SUBJECT TO CHANGE MADE PER VEHICLE*** - PTO-160 - A	1	$404.76	$404.76
			Subtotal	$1,122.84

Complaint: Exhaust components damaged by coolant DAMAGE

Cause: Coolant filled the Exhaust system. **Type:** Unscheduled repair (Inspection)

Labor	**Recommended Correction:** Engine / Diesel Particular Filter (DPF) / Inspection, removal of system for visual inspection. dissemble and parts lookup. reinstall and align all new/recon components as needed.	8.50000	$180.00	$1,530.00
Parts	SENSOR,PRESSURE - CUM-2871960 - A	1	$193.006	$193.01
Parts	TEMPERATURE SENSOR - CUM-4384811 - A	1	$232.3605	$232.36
Parts	TEMPERATURE SENSOR - CUM-4384812 - A	1	$343.48	$343.48
Parts	GASKET, AFM DEVICE - CUM-2871452 - A	2	$51.6925	$103.39
Parts	SERVICE KIT - CUM-5633336 - A	1	$220.658	$220.66
Parts	AIR TUBE - CUM-2888092 - A	1	$73.86	$73.86
Parts	AIR TUBE - CUM-5289959 - A	1	$166.9505	$166.95
Parts	PARTICULATE MODULE - CUM-5579357 - A	1	$1,711.2465	$1,711.25
Parts	NITROGEN OXIDE SENSOR - CUM-4326869 - A	1	$663.2295	$663.23
Parts	AFTERTREATMENT DEVICE - CUM-4376619 - A	1	$5,641.194	$5,641.19
Parts	DOSER INJECTOR - CUM-2888173 - A	1	$539.55	$539.55
Parts	AFTERTREATMENT/DEF DEVICE GASKET - CUM-4329681 - A	1	$43.66	$43.66
Parts	DECOMP. REATOR - CUM-4329591 - A	1	$1,539.5065	$1,539.51
Parts	CRANKCASE BREATHER - CUM-3968382 - A	1	$223.5875	$223.59
			Subtotal	$13,225.69

PM: [A] PM Service

Cause: Customer request (PM)

Labor	**Recommended Correction:** Chassis / Chassis / All Systems Maintenance Inspection & Chassis Lube	8.00000	$135.00	$1,080.00
Parts	CRANKCASE ELEMENT - CUM-CV50628 - A	1	$117.30	$117.30
Parts	FUEL FILTER - CUM-FF5636 - A	1	$31.6758	$31.68
Parts	WATER / FUEL SEPARATOR FILTER - CUM-FS1098 - A	1	$100.04	$100.04

Item	Description	Quantity	Rate	Amount
Parts	COOLANT FILTER - CUM-WF2071 - A	1	$17.15	$17.15
Parts	AIR FILTER - CUM-AF55014 - A	1	$146.15	$146.15
Parts	GEAR OIL - 80W90 - A	26	$6.3655	$165.50
Parts	FILTER WASHABLE SMALL, 7 X 16 7/16 GREEN/WHITE - PRO-08-000-300 - A	2	$16.53	$33.06
Parts	BALDWIN POWER STEERING FILTER - P528 - A	1	$32.99	$32.99
			Subtotal	$1,723.87
Inspection				
Labor	NFPA Pump Test: NFPA annual pump test	3.00000	$135.00	$405.00
			Subtotal	$405.00
	Shop Supplies			$268.20

Unit: HS-5654 (E31) **VIN:** 1S9A1BND4F1003101
2015 Sutphen Shield S4
Chassis: 67,511 Miles
Engine: 8,193.80 Hours
Fire Pump: 352 Hours

Labor	$13,410.00
Parts	$51,700.43
Subtotal	$65,378.63
Exempt (0.0000% of $0.00)	$0.00
Total	$65,378.63

***: Core charges not included in total. You will be charged for any core that is not in returnable condition. This charge may be applied on a separate invoice.**

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 80046

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 9912
VENDOR FAX NO.: 239-590-9246
VENDOR PH NO.: 239-267-5300

DATE 10/07/2022
DATE REQUIRED 10/03/2022

SOUTH FLORIDA EMERGENCY VEHICL
LLC
4655 CUMMINS CT
FORT MYERS FL 33905

DELIVER TO:

City of Cocoa
CITY GARAGE
301 SHEARER BOULEVARD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000045237
TONY JONES - FLEET

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	15000.00	SUM	SUTPHEN FIRE APPARATUS DEALER 2023 SUBLET ON-SITE & OFF-SITE SERVICE AND REPAIRS OF COCOA FIRE DEPARTMENT 3 SUTPHEN FIRE APPARATUS E31 - 2015 SUTPHEN SHIELD HS - 1S9A1BND4F1003101 BUILD HS-5654 E33 -2015 SUTPHEN SHIELD HS - 1S9A1BND4F1003102 BUILD HS-5655 T32 - 2014 SUTPHEN SHIELD SPH100 - 1S9A3JNE7E1003119 BUILD HS-5478	1.0000	15000.00
				TOTAL	15000.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

00122015224603

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT:** Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. TAXES: The City government is a non profit operation and not subject to tax.

11. CONTINGENCIES: Performance of any obligation under this Agreement may be
suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS: In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

SUTPHEN™

FAMILY OWNED
SINCE 1890

April 18, 2023

City of Cocoa
Tony Jones
65 Stone St
Cocoa, FL. 32922

RE: Factory Authorized Parts and Service in Florida

Dear City of Cocoa,

This letter is to advise you that South Florida Emergency Vehicles is the only authorized distribution source for providing authentic replacement parts and performing warranty work on your Sutphen Fire Trucks for the state of Florida.

Furthermore, South Florida Emergency Vehicles has only factory trained technicians qualified to conduct service repairs to ensure warranties remain intact.

If you have any questions or concerns, please let me know.

Best Regards,



Justin Howell
Senior Sales Territory Manager (Southeast territory)

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • **Toll Free** 800 848-5860 • **Fax** 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com

RESOLUTION NO. 2023-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular Meeting assembled on the 23rd day of May, 2023

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-073-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 2201-FD | DATE PREPARED: 05/02/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 50,000)	001-1600-513.39-00		Contingency	$ 223,713	$ 3,227,026	$ 3,177,026	$ 137,026
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 50,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	001-2201-522.46-03		Repairs & Maintenance-vehicles	$ 135,384	$ 152,107	$ 202,107	$ 74,458
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 50,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

R&M account is going to go negative due to outstanding repairs. I am respectfully requesting $50,000 be used from the contingency fund to shore up the account and get us through the remainder of the year. The funds are needed due to the age of the apparatus, which can causes more maintenance issues. Agenda 23-266

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/23 *RESOLUTION #:* 2023-047

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.

5/4/23	Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.05.04 09:23:37 -04'00'	5/4/23	Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.05.04 09:23:53 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/4/23	Jonathan Lamm Digitally signed by Jonathan Lamm Date: 2023.05.04 09:16:31 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2023.05.04 09:28:07 -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 #: _____

South Florida Emergency Vehicles LLC.
4655 Cummins Ct
Fort Myers, FL 33905
239-267-5300

Invoice: 24465
Date: 5/12/2023

Bill To
COCOA FIRE DEPT
65 Stone St.
Cocoa, FL 32922
P: 321-698-0543 Tony mobile

Remit Payment To
South Florida Emergency Vehicles
4655 Cummins Ct
Fort Myers, FL 33905

Service Order	Terms	Due Date	Authorizer	Customer PO	Service Writer	Unit #
20212563	Net 30	6/11/2023	Tony Jones	EMAIL 5/12/2023	Cullen, Terry	HS-5654

Item	Description	Quantity	Rate	Amount
	Complaint: UNIT OVERHEATED DUE TO FAILED HOSE TO SYSTEM AIR COMPRESSOR HEAD. REPAIRED BY COCOA FLEET. UNIT PLACED BACH IN SERVICE AND WHITE SMOKE BEGAN TO COME FROM EXHAUST PIPE & FD CONTINUED TO OPERATE IT. CREW PARKED THE TRUCK & CAME TO START IT WITH NO CRANKING - STARTER ENGAGED BUT NO ENGINE ROTATION. UNIT ARRIVED AT SFEV VIA TOW TRUCK 12-8-2022. **Cause:** INSPECT UNIT. COOLANT LOSS / OVERHEAT & ENGINE LOCK UP			
Labor	**Correction:** Engine / Cooling / Department had the truck towed to shop. We Towed into shop. raise and drain coolant and OIL. Found coolant in the oil. Lower truck and still cannot fully rotate engine, teardown needed to assess internal damage. Remove all components needed to remove cylinder head. Drop oil pan and inspect connecting rods for damage. Due to high engine temps and coolant in crankcase recommend replacing oil pickup gasket. Rods look straight and intact. Will need to perform Piston height verification. Removal of top of engine found EGR cooler to be full of coolant. Turbocharger to be full of coolant. Exhaust manifold to have coolant in it. Cylinders 1, 3, 5, 6, to have standing coolant on piston dome. Found power steering bracket adjustable bracket broken, Engine harness is very brittle and has wire concerns, Oil psi sender leaking oil, Exhaust psi sensor and tube have signs of coolant residue. EGR pressure differential sensor coolant damaged. engine outlet NOx coolant damaged. EGR temp sensor coolant damaged. Air intake connection has essive soot/tar build up inside. Injector harness pass throughs leaking oil. Engine brake harness' brittle/heat damaged. Rotation of engine and visual inspection of cylinder liners did see some marks/imperfection mostly due to heat and pressures. With overheat condition recommend replacing coolant temp sensor. Coolant entering intake manifold damaged/contaminated intake pressure temp sensor.	55.50000	$135.00	$7,492.50

Item	Description	Quantity	Rate	Amount
	Noted oil leaks at the oil cooler plants and connection gasket. Due to high crankcase pressures when engine Hydro locked recommend replacing cranks case pressure sensor and filter element. during teardown noted crankcase oil drain tube had been previously repaired. During repairs recommend removing front gear cover and verify no heat sludge/coolant in front cover. remove and reseal front cover and replace front crank seal. Repair engine from the oil pan to lower bearings and oil suction tube gasket, pistons and clips, liners and gaskets. have cylinder head check and reworked. reinstall all parts removed to perform major engine repairs. Pre and paint all new external engine parts. Reassemble and torque all fasteners to Cummins listed spec. Fill all fluids to levels and run to temp. Clear all ECM service codes and test drive to break in new internal engine components. Degrease entire engine and let sit on clean shop floor over weekend to verify no leaks. Recheck fluids and test drive again, Check and found no ECM service codes. Prep for longer test drive and pump test.			
Parts	UPPER ENGINE GASKET KIT - CUM-5579344	1.00000	$425.6455	$425.65
Parts	SEAL KIT / INCLUDES INSTALLATION TOOL - CUM-4024883	1.00000	$88.1356	$88.14
Parts	THERMOSTAT - CUM-5478594	1.00000	$115.258	$115.26
Parts	NITROGEN OXIDE SENSOR - CUM-4326873	1.00000	$891.901	$891.90
Parts	OIL COOLER CORE GASKET - CUM-3918174	1.00000	$22.2766	$22.28
Parts	LUB OIL CLR COVER GASKET - CUM-3929011	1.00000	$28.43185	$28.43
Parts	CONNECTION GASKET - CUM-5443707	1.00000	$9.4395	$9.44
Parts	THERMOSTAT - CUM-5337769	1.00000	$78.5385	$78.54
Parts	GASKET,OIL SUC CONNECTION - CUM-3939352	1.00000	$4.84375	$4.84
Parts	OIL PAN GASKET - CUM-5332563	1.00000	$72.075	$72.08
Parts	OIL FILTER - CUM-LF9009	1.00000	$56.44	$56.44
Parts	ENGINE OIL - 15W40	28.00000	$4.5965	$128.70
Parts	COOLANT NITRATE FREE - COOLANT-GALLON	25.00000	$31.8855	$797.14
Parts	KIT,EXH RCN COOLER - CUM-5566887	1.00000	$1,751.4225	$1,751.42
Parts	EXHAUST GAS PRESSURE SENSOR - CUM-4928594	1.00000	$191.2235	$191.22
Parts	PRESSURE SENSING TUBE - CUM-5297792	1.00000	$108.2055	$108.21
Parts	V BAND CLAMP FOR Exhaust Recirculation - CUM-4946823	1.00000	$55.3505	$55.35
Parts	EXHAUST GAS TEMPERATURE SENSOR - CUM-2872858	1.00000	$79.16625	$79.17
Parts	V BAND CLAMP 4" - CUM-102408	1.00000	$54.157	$54.16
Parts	EXHAUST MANIFOLD SEAL - CUM-3683940	1.00000	$62.4495	$62.45
Parts	HOSE CLAMP - CUM-3600494	1.00000	$9.71	$9.71
Parts	PLAIN HOSE - CUM-5264459	1.00000	$44.76	$44.76
Parts	AIR INTAKE CONNECTION - CUM-5333830	1.00000	$600.1445	$600.14
Parts	PRESSURE SENSOR - CUM-4358939	1.00000	$267.189	$267.19
Parts	RECTANGULAR RING SEAL - CUM-4076823	2.00000	$20.97547	$41.95

Item	Description	Quantity	Rate	Amount
Parts	CONNECTION GASKET - CUM-4933235	1.00000	$5.7815	$5.78
Parts	SCREW,HEX FLANGE HEAD CAP - CUM-3901446	4.00000	$4.1757	$16.70
Parts	SCREW,HEX FLANGE HEAD CAP - CUM-3968959	3.00000	$35.38428	$106.15
Parts	PIPE PLUG - CUM-3008464	1.00000	$5.2235	$5.22
Parts	O RING SEAL - CUM-4992509	1.00000	$5.85125	$5.85
Parts	V CLAMP - CUM-3067979	1.00000	$66.495	$66.50
Parts	WATER PUMP KIT - CUM-5579023	1.00000	$276.52	$276.52
Parts	ORING SEAL - CUM-3940386	1.00000	$8.9435	$8.94
Parts	WIRING HARNESS - CUM-5257808	1.00000	$47.616	$47.62
Parts	WIRING HARNESS - CUM-5257809	1.00000	$45.694	$45.69
Parts	O-RING - CUM-3945326	2.00000	$8.31645	$16.63
Parts	POWER STEERING BRACKET/BRACE, ISL - SUT-10044281	1.00000	$29.38965	$29.39
Parts	GROMMET SEAL - CUM-3103015	2.00000	$4.15	$8.30
Parts	TURBOCHARGER KIT, ICP - CUM-3798338RX	1.00000	$5,165.90	$5,165.90
Parts	VGT TURBOCHARGER ACTUATOR KIT - CUM-6382091RX	1.00000	$1,849.243	$1,849.24
Parts	ENGINE OIL FILLER CAP - CUM-3973511	1.00000	$51.615	$51.62
Parts	O RING SEAL - CUM-4995093	1.00000	$25.079	$25.08
Parts	NOISE ISOLATOR - CUM-3959799	8.00000	$8.7606	$70.08
Parts	ULTRA GREY, CAULK STYLE TUBE, PERMATEX - 82195	1.00000	$37.98	$37.98
Parts	BREATHER TUBE ASSEMBLY - CUM-5255739	1.00000	$102.61	$102.61
Parts	CYLINDER LINER - CUM-5404408	6.00000	$173.29	$1,039.74
Parts	OVERHAUL KIT - CUM-5633436	1.00000	$5,199.0255	$5,199.03
Parts	HEX FLANGE HEAD CAP SCREW - CUM-3960043	16.00000	$10.59	$169.44
Parts	AIR FUEL THROTTLE VALVE - CUM-5314216	1.00000	$414.5475	$414.55
Parts	CONNECTION GASKET - CUM-4933235	1.00000	$5.7815	$5.78
Parts	AIR INTAKE CONNECTION - CUM-5285778	1.00000	$422.1425	$422.14
Parts	HE300VG ISL TURBO CORE - CUM-3780074D	1.00000	$625.00	$625.00
Parts	INJECTOR KIT - CUM-5579405PX	6.00000	$1,483.7995	$8,902.80
Parts	PRESSURE SENSOR RECON - CUM-5462277NX	1.00000	$108.314	$108.31
Parts	CON ROD BEARING KIT - CUM-5579381	6.00000	$102.734	$616.40
Parts	TEMPERATURE SENSOR - CUM-4954905	1.00000	$25.40838	$25.41
Parts	TURBOCHARGER OIL SUPPLY TUBE - CUM-5286692	1.00000	$49.259	$49.26
Parts	TUBE,TUR COOLANT SUPPLY - CUM-5288307	1.00000	$85.2965	$85.30
Parts	TUBE,TUR COOLANT SUPPLY - CUM-5302803	1.00000	$82.429	$82.43
Parts	HEAD,LUB OIL FILTER - CUM-5450366	1.00000	$215.90	$215.90
Parts	PRS TEMP SENSOR - CUM-2897334	1.00000	$85.57163	$85.57

Item	Description	Quantity	Rate	Amount
Parts	VISCOUS VIBRATION DAMPER - CUM-3967014	1.00000	$490.41	$490.41
Parts	ADJUSTING NUT CAP - CUM-3945239	1.00000	$66.991	$66.99
Parts	SERP BELT - NAPA-25-080558	1.00000	$52.79	$52.79
Parts	8 RIB 72" BELT HEAVY DUTY - 25-080720HD	1.00000	$118.86	$118.86
Parts	Belt Tensioner - CUM-3973819	1.00000	$190.2935	$190.29
Parts	1.00 INCH ID, UP TO 250PSI, WIRE INSERTED SUCTION BLACK HOSE - FC619-16	4.00000	$19.1255	$76.50
Parts	Socketless Fitting, 9/16-18 (#6) Female JIC 37 deg Flare Swivel, #-06 Hose, Straight - 4741-6B	4.00000	$8.265	$33.06
Parts	EATON #4 MP X #6 MJ ST - 2021-4-6B	4.00000	$11.06901	$44.28
Parts	REMANUFACTURE CYLINDER HEAD; SERVICE SUBLET - SFEV-MISC	1.00000	$2,961.00	$2,961.00
			Subtotal	$43,500.11

Complaint: TWO FRONT CAB TILT LIFT HOSES FOUND DRIPPING FLUID DURING REPAIRS

Cause: AGE & USE

(Inspection)

Labor	**Correction:** Body and Cab / General / REMOVE AND REPLACE LEAKING CAB LIFT HOSES. TOP OFF SYSTEM FLUID. FUNCTION TEST - OK	1.57000	$135.00	$211.95
Parts	CAB LIFT CYLINDER HOSE - 85.00" LINE - PTO-85.00"	1.00000	$84.06085	$84.06
Parts	PTO LINE 58" - PTO-58	1.00000	$69.8175	$69.82
			Subtotal	$365.83

Complaint: EXHAUST AFTERTREATMENT COMPONENTS POISONED BY COOLANT DAMAGE

Cause: COOLANT FILLED EXHAUST SYSTEM

(Inspection)

Labor	**Correction:** Engine / Diesel Particular Filter (DPF) / FRONT DPF HANGER BROKEN AT FRAME. REMOVE BROKEN SECTION & WELD NEW SECTION IN PLACE TO SUPPORT EXHAUST ASSEMBLY. REMOVE SYSTEM FOR INSPECTION. DISASSEMBLE AND PARTS SOURCE. ALIGN & REINSTALL ALL NEW / RECONDITIONED COMPONENTS. FUNCTION TEST DURING ENGINE TEST DRIVES - OK.	8.67000	$135.00	$1,170.45
Parts	SENSOR,PRESSURE - CUM-2871960	1.00000	$218.457	$218.46
Parts	TEMPERATURE SENSOR - CUM-4384811	1.00000	$255.04088	$255.04
Parts	TEMPERATURE SENSOR - CUM-4384812	1.00000	$363.506	$363.51
Parts	GASKET, AFM DEVICE - CUM-2871452	2.00000	$52.9573	$105.91
Parts	SERVICE KIT - CUM-5633336	1.00000	$231.9885	$231.99
Parts	AIR TUBE - CUM-2888092	1.00000	$73.86	$73.86
Parts	AIR TUBE - CUM-5289959	1.00000	$166.9505	$166.95
Parts	PARTICULATE MODULE - CUM-5579357	1.00000	$2,734.076	$2,734.08

Item	Description	Quantity	Rate	Amount
Parts	NITROGEN OXIDE SENDOR - CUM-4326869RX	1.00000	$628.6025	$628.60
Parts	AFTERTREATMENT DEVICE - CUM-4376619	1.00000	$5,965.237	$5,965.24
Parts	DOSER INJECTOR - CUM-2888173	1.00000	$566.69	$566.69
Parts	AFTERTREATMENT/DEF DEVICE GASKET - CUM-4329681	1.00000	$43.66	$43.66
Parts	DECOMP. REATOR - CUM-4329591	1.00000	$1,653.8965	$1,653.90
Parts	4" GRAPHITE/BRAIDED GASKET - FOR BELLOWS - CUM-2866636	3.00000	$17.5305	$52.59
Parts	5" CUMMINS PIPING FLANGE GASKET - CUM-2866337	2.00000	$15.9495	$31.90
			Subtotal	$14,262.83

PM: [A] PM Service

Cause: Customer request

(PM)

Labor	**Correction:** Chassis / Chassis / All Systems Maintenance Inspection & Chassis Lube	10.00000	$135.00	$1,350.00
Parts	COOLANT FILTER - CUM-WF2071	1.00000	$20.22	$20.22
Parts	AIR FILTER - CUM-AF55014	1.00000	$156.0385	$156.04
Parts	GEAR OIL - 80W90	26.00000	$9.99	$259.74
Parts	FILTER WASHABLE SMALL, 7 X 16 7/16 GREEN/WHITE - PRO-08-000-300	2.00000	$16.53	$33.06
Parts	BALDWIN POWER STEERING FILTER - P528	1.00000	$32.99	$32.99
Parts	FUEL STRAINER - CUM-FS1065	1.00000	$54.2655	$54.27
Parts	AIR FILTER PANEL - CUM-AF55308	1.00000	$75.90	$75.90
Parts	16LB RADIATOR CAP - 703-1699	1.00000	$10.84	$10.84
			Subtotal	$1,993.06

Complaint: APPLY AIR TO UNIT & MANUALLY TWO UNIT INTO & OUT OF SHOP DUE TO NO CRANK / ENGINE TEARDOWN.

Cause: UNIT NOT OPERATIONAL

(Inspection)

Labor	**Correction:** Engine / Electrical / MANUALLY USE TWO TECHNICIANS TO MOVE TRUCK AS NEEDED.	3.03000	$135.00	$409.05
			Subtotal	$409.05

Complaint: REMOVE AND REPLACE ENGINE WIRING HARNESS

Cause: HEAT EMBRITTLED AND OIL SATURATED

(Inspection)

Labor	**Correction:** Engine / Electrical / REMOVE AND REPLACE ENGINE CONTROL HARNES DURING ENGINE REASSEMBLY. REPLACE LEAKING OIL PRESSURE SENSOR.	3.39000	$135.00	$457.65

Item	Description	Quantity	Rate	Amount
Parts	HARNESS,ETR CNT MDL WRG - CUM-5590369	1.00000	$1,200.3355	$1,200.34
Parts	OIL PRESSURE SENSOR - CUM-4921517	1.00000	$114.793	$114.79
			Subtotal	$1,772.78

Complaint: AFTER INSTALLATION OF PISTON / ROD ASSEMBLIES; ENGINE FOUND STIFF TO ROTATE.

Cause: TWO BENT CONNECTING RODS. PASSED INITIAL INSPECTION; BUT WERE FOUND DEFLECTED.

(Inspection)

Labor	**Correction:** Engine / Top End / REMOVE PISTON / CONNECTING RODS. INSTALL NEW CONNECTING RODS & VERIFY CLEARANCES AND FREE ROTATION OF CRANKSHAFT.	7.86000	$135.00	$1,061.10
Parts	ENGINE CONNECTING ROD - CUM-5271843	6.00000	$180.203	$1,081.22
Parts	CON ROD BEARING (STD) UPPER - CUM-3966244	6.00000	$32.1005	$192.60
Parts	CON ON ROD BEARING (STD) LOWER - CUM-3950661	6.00000	$25.885	$155.31
			Subtotal	$2,490.23

Complaint: DURING REPAIRS NOTED MELTED COOLANT HOSES UNDER TURBOCHARGER ASSEMBLY.

Cause: RADIANT TURBOCHARGER HEAT

(Inspection)

Labor	**Correction:** Engine / Cooling / MAKE UP NEW COOLANT HOSES UNDER TURBOCHARGER. USE PRESSURE LOCK CONNECTORS & INSTALL ALUMINIZED HEAT RESISTANT SLEEVING.	5.81000	$135.00	$784.35
Parts	Air & Multi-Purpose Textile Braid Low Pressure Socketless AQP Blue Hose, 0.38 Inch ID, Up to 250 PSI - FC-332-06	6.00000	$10.2515	$61.51
Parts	AEROQUIP SOCKETLESS HOSE 1/4 - FC332-04	4.00000	$11.61392	$46.46
Parts	BRASS CRIMP FERRULE .625 - BFM625	4.00000	$1.19222	$4.77
Parts	1/4 FEMALE NPTF X 5/16 HOSE BARB - 104-0504	4.00000	$3.70562	$14.82
			Subtotal	$911.91

Complaint: DURING REPAIRS; FOUND UNIT BATTERIES WOULD NOT HOLD A CHARGE

Cause: FAULTY BATTERIES

(Inspection)

Labor	**Correction:** Engine / Electrical / REMOVE AND REPLACE UNIT BATTERIES. INSPECT BATTERY BOX TERMINALS FOR TIGHTNESS - OK	1.50000	$135.00	$202.50
Parts	1131MF GROUP 31 SERIES BATTERY, PALM JCI 950/18 - 800 31S-1100	4.00000	$135.00	$540.00
			Subtotal	$742.50

Complaint: DURING PM INSPECTION; FOUND FRONT BRAKES WORN TO LIMIT

Cause: DAILY USE & WEAR

Item	Description	Quantity	Rate	Amount
(Procedure)				
Labor	**Correction:** Chassis / Air Brake / RAISE UNIT & DEPRESSURIZE AIR SYSTEM. REMOVE WHEELS / TIRES. REMOVE CALIPERS & BRAKE PADS. REMOVE HUB & ROTOR ASSEMBLY. INSPECT WHEEL BEARING - OK. REMOVE & REPLACE ROTOR ON HUB & TORQUE TO SPECIFICATION. REINSTALL WHEEL BEARINGS. INSTALL NEW INNER WHEEL SEAL & REINSTALL HUB / ROTOR ASSEMBLY & TIGHTEN BEARINGS PER SPECIFICATION. INSTALL NEW OUTER HUB SEAL AND REFILL BEARING OIL. REINSTALL CALIPER & TORQUE TO SPECIFICATION. INSTALL NEW BRAKE PADS. REINSTALL WHEEL/TIRES & TORQUE TO SPECIFICATION. START UNIT & RECHARGE SYSTEM AIR. LOWER UNIT & TEST DRIVE. BURNISH NEW FRICTION MATERIAL.	6.00000	$135.00	$810.00
Parts	FRONT WHEEL SEAL - 370048A	2.00000	$82.99	$165.98
Parts	FRONT BRAKE PAD SET KIT - KIT2252H2CG	1.00000	$795.27	$795.27
Parts	FRONT BRAKE ROTOR - 23-123642-015	2.00000	$981.59	$1,963.18
Parts	FRONT HUB CAP COVER KIT WITH GASKET - 3704009	2.00000	$18.676	$37.35
			Subtotal	$3,771.78

Complaint: AFTER TEST DRIVE; FOUND COOLANT HASE AT SURGE TANK LEAKING & OIL COOLER AT HALF GASKET.

Cause:
OIL LEAKS AT OIL FILTER HEAD TO COOLER PLATE

(Inspection)

Labor	**Correction:** Engine / Lubrication / DRAIN COOLANT & OIL FILTER. REMOVE ALTERNATOR & BRACKET. REPOSITION WIRES AND REMOVE FRONT EGR COOLER INLET PIPE. REMOVE OIL FILTER HEAD AND COOLER ASSEMBLY. FOUND DEFECT IN GASKET. CLEAN MATING AREAS & INSTALL NEW GASKETS. TIGHTEN TO SPECIFICATION. REFILL COOLANT AND REINSTALL OIL FILTER. RUN TO TEMPERATURE AND VERIFY NO OIL LEAKS PRESENT. MAKE NEW VENT HOSE FOR EGR COOLER TO SURGE TANK & INSTALL.	0.00000		$0.00
Parts	OIL COOLER CORE GASKET - CUM-3918174	1.00000	$0.00	$0.00
Parts	LUB OIL CLR COVER GASKET - CUM-3929011	1.00000	$0.00	$0.00
			Subtotal	$0.00

Complaint: DURING PM INSPECTION; FOUND WIPER ARM AT PASSENGER SIDE NOT SECURE

Cause: WIPER ARM BROKEN

(Procedure)

Labor	**Correction:** Body and Cab / General / REMOVE & REPLACE WIPER ARMS. FUNCTION TEST - OK	0.00000		$0.00
Parts	20" WIPER ARM RH W/ NOZZLE 07 FROM SF001 KIT - SUT-10064956	1.00000	$34.20134	$34.20

Item	Description	Quantity	Rate	Amount
			Subtotal	$34.20

Complaint: DURING PM INSPECTON; NOTED DRIVER'S DOOR DIFFICULT TO OPEN FROM INSIDE & WEATHERSTRIP LEAKING

Cause: WATER LEAKING FROM THE TOP OF THE DRIVER'S DOOR DURING RAIN & IS HARD TO OPEN

(Inspection)

Labor	**Correction:** Body and Cab / General / REMOVE & REPLACE DRIVER'S DOOR WEATHERSTRIP. REMOVE & REPLACE THE INSIDE DOOR HANDLE & LUBRICATE. FUNCTION TEST - OK	1.80000	$135.00	$243.00
Parts	HANDLE, LH, FRONT, INSIDE,CHROME - AUST-TM 30515-01	1.00000	$166.3875	$166.39
			Subtotal	$409.39

Complaint: AFTER ENGINE REPAIRS; FOUND AIR CONDITIONING NOT BLOWING COLD

Cause: CONNECT AIR CONDITIONING MACHINE & FOUND SYSTEM REFRIGERANT LOW

(Inspection)

Labor	**Correction:** Chassis / Air Conditioning & Heating / FOUND COMPRESSOR NOT ENGAGING. INSPECT ELECTRICAL SYSTEM & FOUND POWER/GROUNDS CORRECT. REMOVE PORT CAPS & CONNECT A/C MACHINE. FOUND REFRIGERANT LOSS. REMOVER SYSTEM AND CONDUCT VACUUM TEST - PASSED OK. RECHARGE SYSTEM AND RUN TO TEMPERATURE. OBSERVED CLUTCH & VENT TEMPS & ALL FUNCTION CORRECTLY AND WITHIN SPECIFICATION. REMOVE A/C MACHINE HOSES AND FOUND SCHRADER CORES LEAKING. EVACUATE SYSTEM. REMOVE & REPLACE HI & LO PORT CORES. EVACUATE & RECHARGE SYSTEM & VERIFY NO LEAKS PRESENT.	1.30000	$135.00	$175.50
			Subtotal	$175.50

Complaint: DURING PM INSPECTION; FOUND PUMP PANEL GAUGES CRACKED

Cause: AGE & WEAR

(Procedure)

Labor	**Correction:** Fire Pump / General / REMOVE & REPLACE PUMP PANEL DISCHARGE GAUGES. FUNCTION TEST - OK	0.50000	$135.00	$67.50
Parts	4.5" MASTER GAUGE, 0-400 PSI, SUTPHEN FLAMING "S" - SUT-10014965	1.00000	$180.01914	$180.02
Parts	0-400 PSI GAUGE 2 1/2", CHROME TRIM INCLUDES 90DEG BRASS FITTING - CLA-91523971-F	3.00000	$88.74197	$266.23
			Subtotal	$513.75

Complaint: DURING PM INSPECTION; FOUND OFFICER & PASSENGER SIDE FRONT BUMPER DOT CLEARANCE LIGHTS (AMBER) INOP & DIM

Cause: FAULTY LAMPS

(Inspection)

Item	Description	Quantity	Rate	Amount
Labor	**Correction:** Body and Cab / Electrical / REMOVE & REPLACE AMBER DOT LAMPS ON FRONT BUMPER; RH & LH	0.50000	$135.00	$67.50
Parts	AMBER, MODEL 21 LED MARKER LIGHT - 21251Y	2.00000	$22.011	$44.02
			Subtotal	$111.52

Complaint: DURING PUMP TEST; NOTED TRV TEST SWITCH DID NOT ACTIVATE INDICATOR LIGHT

Cause: TROUBLESHOOT TO FAULTY TEST SWITCH

(Inspection)

Labor	**Correction:** Fire Pump / General / REMOVE AND REPLACE TRV TEST SWITCH. FUNCTION TEST - OK	1.00000	$135.00	$135.00
Parts	PUSH BUTTON FOR TRV - HAL-200-1490-00-0	1.00000	$108.00216	$108.00
Parts	HALE PO# 18555854-ORD 4/20-ORDER# 937636-1Z3304E80377064599=4/28 - SHIPPING	1.00000	$35.52	$35.52
			Subtotal	$278.52

Complaint: DURING PUMP TEST; NOTED LEAKING PUMP MASTER DRAIN

Cause: LEAKING MASTER DRAIN

(Inspection)

Labor	**Correction:** Fire Pump / Valves / REMOVE AND REPLACE PUMP MASTER DRAIN & FITTINGS AS NEEDED. FUNCTION TEST & INSPECT FOR LEAKS - OK	0.50000	$135.00	$67.50
Parts	MASTER DRAIN ASSY 12-PORT NPT - CLA-121368	1.00000	$204.00408	$204.00
Parts	1/4in X 1/8in Tube to Swivel Male Pipe Run Tee Adapter - COR-971-1-42	1.00000	$8.14465	$8.14
Parts	Tube to Male Pipe Straight Adapter 3/8 OD X 1/8 MALE PIPE THREAD PUSH TO CONNECT - COR-968-62	2.00000	$0.00	$0.00
			Subtotal	$279.64

Complaint: DURING PUMP TEST; COOLANT LEVEL CODE SET

Cause: INSPECT UNIT. COOLANT LEVEL FULL. CONNECT CUMMINS INSITE. TROUBLESHOOT TO FAULTY SENSOR

(Inspection)

Labor	**Correction:** Engine / Cooling / CONNECT CUMMINS INSITE. FOUND COOLANT LEVEL CODES WITH COOLANT LEVEL FULL IN SIGHT GLASS. INSPECTION OF CONNECTOR WITH GOOD, CLEAN & TIGHT TERMINALS. FAULTY SENSOR. DRAIN COOLANT TO WORKING LEVEL. REMOVE PLASTIC 4pin SENSOR AND REPLACE WITH NEW DESIGN METAL 4pin SENSOR. TORQUE TO SPECIFICATION AND RECONNECT ELECTRICAL. REFILL COOLAING SYSTEM AND RUN TO TEMPERATURE & VERIFY COOLANT LEVEL IN SIGHT GLASS AT PROPER LEVEL. SHUT OFF ENGINE AND CLEAR ALL ECM SERVICE CODES. TEST DRIVE & VERIFY COOLANT LEVEL AFTER ALLOWING UNIT TO DEAD COLD OVERNIGHT - OK.	1.10000	$135.00	$148.50

Item	Description	Quantity	Rate	Amount
Parts	SENSOR Low Coolant ISL 2007 - SUT-10023928	1.00000	$59.89328	$59.89
			Subtotal	$208.39

Complaint: DURING PM INSPECTON; NOTED LEFT FRONT TURN SIGNA LENS CRACKED & MUDFLAP TORN

Cause: AGE & USE

(Inspection)

Labor	**Correction:** Body and Cab / Electrical / REMOVE & REPLACE LEFT FRONT TURN FIXTURE. REMOVE & REPLACE DAMAGED MUD FLAP.	0.50000	$135.00	$67.50
Parts	MUD FLAP Koneta W/Logo "07" - SUT-10001214	1.00000	$18.84	$18.84
Parts	400 SERIES, AMBER, TURN/CLEARANCE LED LIGHT - WHE-404T	1.00000	$158.00316	$158.00
			Subtotal	$244.34

Complaint: DURING PM INSPECTION; NOTED WATER TANK LEVEL SYSTEM INOPERATIVE

Cause: INSPECT UNIT. TROUBLESHOOT TO FAULTY TANK TRANSDUCER CONNECTOR.

(Inspection)

Labor	**Correction:** Fire Pump / General / REMOVE AND REPLACE TANK LEVEL PRESSURE TRANSDUCER CONNECTOR. FUNCTION TEST - OK	0.62000	$135.00	$83.70
			Subtotal	$83.70

Complaint: DURING PUMP TEST; NOTED TANK-TO-PUMP, TWO DISCHARGE & TANK FILL VALVES LEAKING BY. DRY VACUUM TEST FAIL.

Cause: USE & WEAR

(Inspection)

Labor	**Correction:** Fire Pump / Valves / REMOVE LEAKING VALVES. DISASSEMBLE, CLEAN & INSPECT. NOTED TRUNNION FOR TANK FILL VALVE WORN & NECESSARY TO REPLACE. INSTALL CONTENTS OF SERVICE KITS & REASSEMBLE. REINSTALL VALVES. FUNCTION TEST - OK. PERFORM DRY VACUUM TEST - PASS	2.50000	$135.00	$337.50
Parts	G2 FIELD SERVICE/CONVERSION KIT WITH METAL BALL FOR STYLES 7620/7820/8620/8920 SWING OUT VALVES - AKR-91450001	1.00000	$194.51428	$194.51
Parts	TRUNNION THREADED FOR 2" & 2.5" S.O - AKR-773094	1.00000	$14.40	$14.40
Parts	2 1/2" - G2 FIELD SERVICE/CONVERSION KIT - AKR-91460001	1.00000	$187.20	$187.20
Parts	KIT CONVERSION/REPAIR W/BALL 3" & 3.5" GEN 2 - AKR-91470001	1.00000	$286.21714	$286.22
Parts	2 1/2" - G2 FIELD SERVICE/CONVERSION KIT - AKR-91460001	1.00000	$187.20	$187.20
			Subtotal	$1,207.03

Complaint: AIR CONDITIONING INOPERATIVE; SECOND OCCURANCE DURING SERVICE VISIT.

Cause: CONNECT A/C MACHINE & RECOVER .5lbs OF REFRIGERANT. DYE TRACE FROM LAST LEAK & FOUND LEAKS AT HOSE CONNECTIONS AND WEEPING FROM MULTIPLE HOSES.

Item	Description	Quantity	Rate	Amount
(Inspection)				
Labor	**Correction:** Chassis / Air Conditioning & Heating / REMOVE AND REPLACE AIR CONDITIONING SYSTEM HOSES & FITTINGS WITH EATON / AEROQUIP GH001 HOSE & EZ-CLIP REUSEABLE FITTINGS. REPLACE SYSTEM DRIER, EXPANSION BLOCKS, ADD COMPRESSOR DISCHARGE TUBES. FUNCTION TEST - OK. ALLOW UNIT TO SIT UNTOUCHED OVER WEEKEND AND MADE COLD AIR DURING TEST DRIVE.	14.00000	$135.00	$1,890.00
Parts	DRYER - 1412015	1.00000	$83.99	$83.99
Parts	EXPANSION BLOCK VALVE KIT - 1601	2.00000	$60.90	$121.80
Parts	1 1/2" HEAT SLEEVE 38MM - FF90356-06	6.00000	$10.962	$65.77
Parts	7/8-14 #10 HOSE STR FEM O-RING SHORT PILOT - FJ5984-1010S	2.00000	$46.88401	$93.77
Parts	Eaton Aeroquip EZ Clip Female O-Ring 90 Deg. Elbow Fitting (Short Pilot) O-ring not included - FJ5985-0808S	2.00000	$25.839	$51.68
Parts	Eaton Aeroquip EZ Clip Female O-Ring 90 Deg. Elbow Fitting (Short Pilot) O-ring not included - FJ5985-1012S	2.00000	$34.336	$68.67
Parts	.50ID X .78 ODA/C REFRIG HOSE - GH001-10	36.00000	$9.17	$330.12
Parts	.36ID X .98 ODA/C REFIRG HOSE - GH001-12	10.00000	$11.83	$118.30
Parts	.31ID X .58OD A/C REFRIG HOSE - GH001-6	9.00000	$9.85681	$88.71
Parts	.41ID X .70OD A/C REFIRG HOSE - GH001-8	36.00000	$7.57	$272.52
Parts	TM-31 DISCHARGE/SUCTION NEW TUBE ASSY - PRO-60-001-706	1.00000	$263.48743	$263.49
Parts	A/C FREON - R134A	6.00000	$30.60	$183.60
Parts	1-1/16 - 14 #12 HOSE 90DEG ELBOW O-RING SHORT PILOT - FJ5985-1212S	2.00000	$53.45918	$106.92
Parts	BULKHEAD CONNECTOR - 10 X 10	1.00000	$86.3475	$86.35
			Subtotal	$3,825.69

Complaint: SYSTEM AIR BLEEDS DOWN TO 60psi OVERNIGHT

Cause: INSPECT UNIT. SOAPY WATER TEST AIR SYSTEM & FITTINGS. FOUND LEAK AT AIR RIDE SEAT.

(Inspection)

Labor	**Correction:** Chassis / Air Brake / REMOVE & REPLACE AIR FITTING AT DRIVER'S SEAT. ALLOW UNIT TO SIT OVER WEEKEND UNTOUCHED WITH 90psi AT STARTUP - OK	0.86000	$135.00	$116.10
Parts	Tube to Male Pipe Elbow Adapter 1/4 X 1/4 IN COMPRESSION - COR-469-44	1.00000	$0.00	$0.00
			Subtotal	$116.10

Complaint: DEPARTURE INSPECTION REPAIRS; PER TERRY

Cause: LIST OF ITEMS FOUND PRIOR TO UNIT DEPARTURE; SHOULD HAVE BEEN ADDRESSED DURING A-PM BY A FORMER EMPLOYEE

(Inspection)

Item	Description	Quantity	Rate	Amount
Labor	**Correction:** Body and Cab / General / SLIDE OUT TOOL BOARD SHOCKS, LEASH PUMP PORT CAPS, DRIVER'S DOME LIGHT ERRATIC, WEAR SLEEVES MISSING ON LADDER RACK, CAB INTERIOR DOME LIGHT INOPERATIVE, REAR STANCHION DOT RED CLEARANCE LIGHTS INOP, CAB DOOR LATCH STIFF.	0.00000		$0.00
Parts	SWITCH, DOOR CAB AND COMPARTMENT - SUT-10033320	1.00000	$8.78278	$8.78
Parts	GENESIS GAS SPRING 20" EXTENDED, 34LBS. FORCE. - AUST-GSS 6395UP	2.00000	$26.4045	$52.81
Parts	Flush mounted paddle handle, right hand, copper-nickel nickel chrome, .237 diameter, 2-point loc... - AUST-TM 31141-01	1.00000	$157.644	$157.64
Parts	12" CHAIN FOR CAPS - WITH EYELETS ON EACH END - CLA-ABH155	1.00000	$16.50033	$16.50
Parts	UPRIGHT WEAR SLEEVE 8-3/4in - ZIC-3097-500-421	2.00000	$15.0466	$30.09
Parts	6" ROUND LED RED/CLEAR INTERIOR LIGHT - SUT-10073215	1.00000	$79.00424	$79.00
Parts	RED, MODEL 35 COMBO MARKER & CLEARANCE LED, SEALED 5 DIODE LIGHT - 35375R	2.00000	$32.56	$65.12
Parts	WEAR STRIP FOR PULL HANDLE - ZIC-3097-105-160	2.00000	$8.2835	$16.57
			Subtotal	$426.51
Inspection				
Labor	NFPA Pump Test: NFPA annual pump test	3.00000	$135.00	$405.00
			Subtotal	$405.00
	CROSSLAY VINYL COVER SUBLET	1.00	$192.85	$192.85
	PRESS ON CAM DRIVE GEAR; MOTORPLEX MACHINE	1.00	$133.13	$133.13
	39.143gal @ $3.789	1.00	$148.31	$148.31

Unit: HS-5654 (E31) **VIN:** 1S9A1BND4F1003101
2015 Sutphen Shield S4
Chassis: 67,511 Miles
Engine: 8,193.80 Hours
Fire Pump: 352 Hours

Labor	$17,753.85
Parts	$60,785.51
Shop Supplies	$200.00
Pre-Charge Subtotal	$78,739.36
CROSSLAY VINYL COVER SUBLET	$192.85
PRESS ON CAM DRIVE GEAR; MOTORPLEX MACHINE	$133.13
39.143gal @ $3.789	$148.31
Exempt (0.0000% of $0.00)	$0.00
Total	$79,213.65
Payments & Credits	$0.00
Balance Due	$79,213.65

Image not found or type unknown

COCOA FIRE DEPT
65 Stone St.
Cocoa, FL 32922
tjones@cocoafl.org
EMAIL 5/12/2023

[A] PM Service
Completed Date: 4/14/2023
Unit: HS-5654 **VIN:** 1S9A1BND4F1003101
Year/Make/Model: 2015 Sutphen Shield S4
Chassis Miles: 67,511 Miles (12/8/2022)
Engine Hours: 8,193.80 Hours (12/8/2022)
Next Due: 5/12/2024
Service Order: 20212563

South Florida Emergency Vehicles LLC.
4655 Cummins Ct
Fort Myers, FL 33905

Chassis: 1S9A1BND4F1003101 2015 Sutphen Shield S4

Procedure	Result	Procedure	Result	Procedure	Result
1. Inspect Engine Oil Condition & Oil Level	N/A	2. Check Engine Operation	N/A	3. Inspect Belt, Tensioners & Pulleys	Satisfactory
4. Check Engine for Leaks	Defective	5. Check Engine Compartment & Wire Harnesses	Defective	6. Check Fuel Tanks, Mounting, Supply Lines & Cap	Satisfactory
7. Inspect Fuel Rail and Fuel Lines for any Leaks	Satisfactory	8. Drain Water from Fuel System	N/A	9. Check Exhaust Pipes and Muffler	Defective
10. Inspect Engine Exhaust System (Manifold, EGR, EGR Cooler)	Defective	11. Inspect Air Filter Housing & Ducting to Engine	Satisfactory	12. Inspect Air Induction System	Satisfactory
13. Inspect Turbocharger	Defective	14. Check Air Filter Element	4 - Restrictive	15. Check Fan Clutch Operation (Viscous/Thermostatic, Air & Electrical)	Satisfactory
16. Inspect Fan Assembly & Shroud	Satisfactory	17. Test - Coolant Nitrite	0 PPM	18. Test - Coolant Glycol %	0% (32 deg F)
19. Test - Coolant Ph Level	6.5 Ph	20. Pressure Test Cap & Cooling System	Defective	21. Inspect Coolant Hoses & Clamps	Defective
22. Inspect Coolant Recovery System	Satisfactory	23. Inspect Water Pump	Defective	24. Inspect & Clean Radiator	Satisfactory
25. Check Operation of Indicator, Gages, Warning Lights & Panel Lights	Defective; Defect Corrected On: 4/25/2023	26. Check Operation of Defrost Heater, Vent & A/C Controls	Satisfactory	27. Check Diagnostic Codes (Engine, Transmission, Chassis, A/C & Brakes)	N/A
28. Check Operation of Air & Electrical Horn	Satisfactory	29. Check Warning Equipment, Visual & Audible.	Satisfactory	30. Inspect Seat Belt	Satisfactory
31. Inspect - Windshield Wipers, Wiper Motor, Sprayers and Horn Function	Defective; Defect Corrected On: 4/26/2023	32. Check Vehicle Required Wiring Diagrams Behind Officer Kick Panel & Battery Box	Satisfactory	33. Inspect Windshield & Other Glass	Satisfactory
34. Inspect Seat Condition	Satisfactory	35. Inspect Steps & Grab Handles	Satisfactory	36. Inspect Mirrors	Satisfactory
37. Inspect Unit for Physical Damage	2- No Major Blemishes	38. Inspect & Lube Door Latching, Locking & Hardware - Cab & Body	Lubed & Satisfactory	39. Inspect Cab Mounts & Locks	Satisfactory
40. Check Accelerator Pedal	Satisfactory	41. Inspect A/C - Ambient Temperature (input temperature)	Satisfactory	42. Inspect A/C - Vent Temperature (input temperature)	N/A

43. Inspect - A/C System and Operation	N/A	44. Inspect Battery Box, Cover & Mounting & Battery Condition	Defective	45. Document the Battery Age (Use the oldest battery in the series)	Over 2 Years Old
46. Batteries Load Amps - Record multiplied amp reading	Defective (2260)	47. Battery Test - 1	N/A	48. Battery Test - 2	N/A
49. Battery Test - 3	N/A	50. Battery Test - 4	N/A	51. Battery Test- 5	N/A
52. Battery Test - 6	N/A	53. Inspect Starter & Cables	Satisfactory	54. Alternator Charging Volts	Between 13.5 - 15.1 Volts
55. Inspect Alternator	Satisfactory	56. Check Operation of Interior Lights	Satisfactory	57. Check All Exterior Lights	Satisfactory
58. Check - Air Brake Cut Out Pressure	115-120 psi	59. Check - Air Brake Cut in Pressure	80-85 psi	60. Check - Air Brake Build Up Pressure	8-10 psi
61. Check - Air Brake Bleed Off Pressure	0-5 psi	62. Check - Low Pressure Warning Buzzer & Light	60-65 psi	63. Check - Brake Foot Pedal Distance	1.5-3 inch
64. Check Parking Brake Operation	Satisfactory	65. Inspect Foot Valve or Master Cylinder	Satisfactory	66. Inspect Front Brake Chamber, Slack Adjusters & Hoses or Wheel Cylinders & Lines	Defective; Defect Corrected On: 4/26/2023
67. Inspect Rear Brake Chamber, Slack Adjusters & Hoses or Wheel Cylinders & Lines	Satisfactory	68. Adjust Brakes	N/A	69. Inspect ALL Wheel Seals for Leaks	Satisfactory
70. Inspect Transmission(s)	Satisfactory	71. Inspect Transmission(s) Wires / Harness	Satisfactory	72. Inspect U-Joint, Yokes, Drive Line, & Carrier Bearings	Satisfactory
73. Inspect Axle Housing(s)	Satisfactory	74. Chankge Oil in Axle Housing(s)	Defective	75. Inspect Body Fasteners, U-bolts, Brackets & Welds	Satisfactory
76. Inspect Steering Wheel Operation	Satisfactory	77. Inspect Power Steering Pump & Hoses	Satisfactory	78. Inspect Steering Gear Box(es)	Satisfactory
79. Inspect Steering Shaft	Satisfactory	80. Inspect Steering Linkage	Satisfactory	81. Jack Up Front End & Inspect King Pins & Wheel Bearing Play	Satisfactory
82. Check Oil Level On All None Drive Axle Hubs	AT PROPER LEVEL	83. Inspect Front & Rear Suspension	Satisfactory	84. Inspect Shock Absorbers	Satisfactory
85. Lubricate all Grease Points	Completed	86. Inspect ALL Wheels - Check Tires, Wheels, Valve Stems, Lug Nuts	Satisfactory	87. Check Tire Matching on Dual Tires & 4 Wheel Drive Steers	Satisfactory
88. Check Pressure In All Tires; fill to proper pressure	Completed	89. Inspect Mud Flaps	Defective	90. Inspect Frame	Satisfactory
91. Inspect Body Attachments & Hardware	Satisfactory				

Technician: Jef Broa **Digital Signature:** Jef Broa **Date:** 4/14/2023

Legislation Details (With Text)

File #:	23-267	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	4/18/2023		**In control:**	City Council	
On agenda:	5/23/2023		**Final action:**		
Title:	Approve an Encroachment Agreement Between the City of Cocoa and Orange County for the Orange County Sunbridge Parkway Roadway Extension and to Approve Additional Access Easements Between Central Florida Property Holdings 200, LLC and the City of Cocoa Necessary as a Result of the Roadway Improvements. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BCC signed 4-11-23.pdf Access Easement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2023
Agenda Date: May 9, 2023
Prepared By: John "Jack" Walsh, P.E.
Through: John "Jack" Walsh, P.E.
Requested Action:
Approve an Encroachment Agreement Between the City of Cocoa and Orange County for the Orange County Sunbridge Parkway Roadway Extension and to Approve Additional Access Easements Between Central Florida Property Holdings 200, LLC and the City of Cocoa Necessary as a Result of the Roadway Improvements

BACKGROUND:

Orange County has previously constructed the Sunbridge Parkway extension running north from S.R.528 into Seminole County. Orange County has been developing construction plans for the next phase of the project that starts at S.R. 528 and heads south into Osceola County across the existing Cocoa wellfield.

The proposed Orange County roadway improvements will cross three existing City of Cocoa easements in the well field, requiring Orange County and the City of Cocoa to enter into an Encroachment Agreement. The agreement prescribes certain terms and conditions that will allow the Orange County to construct, operate, and maintain the proposed roadway within the City of Cocoa easement areas without interfering with the City's rights.

In addition, because of the roadway alignment and the configuration of the existing easements, it is

necessary to dedicated additional easement areas to the City of Cocoa in order to maintain full access to all wells in the wellfield. The easements are provided by Central Florida Property Holdings 200, LLC, a subsidiary of the Deseret Ranch. On April 11, 2023, Orange County Commission approved the agreement.

Staff and the City Attorney have worked closely with Orange County Staff and their legal department and recommends approval of the agreement and the additional easements.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	Choose an item.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve an Encroachment Agreement Between the City of Cocoa and Orange County for the Orange County Sunbridge Parkway Roadway Extension and to Approve Additional Access Easements Between Central Florida Property Holdings 200, LLC and the City of Cocoa Necessary as a Result of the Roadway Improvements.

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OFFICE OF COMPTROLLER

ORANGE COUNTY FLORIDA

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: April 11, 2023

TO: Raymond Williams, Manager
Public Works Engineering Division, BCC

FROM: Jennifer Lara-Klimetz, Assistant Deputy Clerk... *gh for jlk*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Document, Public Works Engineering Division
Consent Item 2, Legislative File 23-622, April 11, 2023.

Enclosed is the Encroachment Agreement 3 originals which was approved by the Board of County Commissioners (BCC) at its regular meeting held on April 11, 2023

Please forward the document to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcgill@ocfl.net. *Note: ClerkofBCC@occompt.com is **used only** for County staff submission of pending documents.*

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The document will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before May 11, 2023, notify Jennifer Lara-Klimetz by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

Jlk:gh
Enclosures (3)
dl: Jon Weiss, Deputy County Administrator, BCC [email]
Joseph Kunkel, Director, Public Works Department BCC [email]
Joni Olson, Executive Assistant, Public Works Department, BCC [email]
Pending File

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: April 11, 2023

Prepared By and Return to:
Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802

Instrument: [insert number]

Project: Sunbridge Parkway Extension

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this "Agreement"), effective as of the date last executed below, is entered into by and between the **City of Cocoa**, a Florida municipal corporation, whose mailing address is 65 Stone Street, Cocoa, Florida 32922, ("COCOA") and **Orange County**, a charter county and political subdivision of the State of Florida, whose mailing address is 201 South Rosalind Avenue, Orlando, Florida, 32801 ("COUNTY").

W I T N E S S E T H

WHEREAS, COUNTY is seeking to acquire certain property rights with respect to the lands generally depicted in **Schedule "A"** attached hereto, (**"Owned Land"**) for public roadway purposes as more particularly described in **Schedule "B"** attached hereto, as part of its road improvement project known as the Sunbridge Parkway Extension project lying generally south of Aerospace Parkway and east of Roberts Island Slough, extending to the Orange/Osceola County line (approximately 6.3 miles) (**"Project"**);

WHEREAS, COCOA is the current owner, holder, possessor, and user of several easements recorded in Official Records Book 1012, Page 198; Book 4268, Page 1042; and Book 4874, Page 1494 of the Public Records of Orange County, Florida (**"COCOA Easements"**), a copy of which is attached hereto as **Schedule "C"**;

WHEREAS, Cocoa has relied on the COCOA Easements for many years to provide a public water supply to its customers and said easements encumber the Owned Land;

WHEREAS, pursuant to the authority contained in the COCOA Easements, COCOA has ingress and egress rights to access approximately nine (9) existing raw water well sites owned by COCOA and located east and west, and within close proximity, of the Project (**"Well Facilities"**) and has constructed and currently operates and maintains raw water lines and associated surface and subsurface appurtenances related to the COCOA's Dyal Water Treatment Plant (collectively, the **"Pipeline Facilities"**), across and through the Owned Land;

Prepared By and Return to:
Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802

Instrument: [insert number]

Project: Sunbridge Parkway Extension

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W I T N E S S E T H

WHEREAS, COUNTY is seeking to acquire certain property rights with respect to the lands generally depicted in **Schedule "A"** attached hereto, (**"Owned Land"**) for public roadway purposes as more particularly described in **Schedule "B"** attached hereto, as part of its road improvement project known as the Sunbridge Parkway Extension project lying generally south of Aerospace Parkway and east of Roberts Island Slough, extending to the Orange/Osceola County line (approximately 6.3 miles) (**"Project"**);

WHEREAS, COCOA is the current owner, holder, possessor, and user of several easements recorded in Official Records Book 1012, Page 198; Book 4268, Page 1042; and Book 4874, Page 1494 of the Public Records of Orange County, Florida (**"COCOA Easements"**), a copy of which is attached hereto as **Schedule "C"**;

WHEREAS, Cocoa has relied on the COCOA Easements for many years to provide a public water supply to its customers and said easements encumber the Owned Land;

WHEREAS, pursuant to the authority contained in the COCOA Easements, COCOA has ingress and egress rights to access approximately nine (9) existing raw water well sites owned by COCOA and located east and west, and within close proximity, of the Project (**"Well Facilities"**) and has constructed and currently operates and maintains raw water lines and associated surface and subsurface appurtenances related to the COCOA's Dyal Water Treatment Plant (collectively, the **"Pipeline Facilities"**), across and through the Owned Land;

WHEREAS, the Owned Land will overlap with the COCOA Easement areas as such overlap is shown on the construction plan sheets prepared by **WBQ Design and Engineering** dated **08/27/21**, which are attached hereto as **Schedule "D"** (**"Plans"**); and

WHEREAS, COUNTY has requested consent from COCOA to construct, use, maintain, and enjoy the Project upon a portion of the Owned Lands that overlap the COCOA Easement area in three (3) locations and in close proximity to the Well Facilities and Pipeline Facilities as depicted on the Plans and at the approximate location of Project Stations 877, 778 and 759 which are attached hereto as **Schedule "E"** (**"Overlap Areas"**); and

WHEREAS, COCOA is willing to grant such consent upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the benefits herein provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference as if fully set forth herein.

2. **Consent by COCOA.** To the extent that COCOA has the right to do so, COCOA hereby grants consent to COUNTY to construct, maintain, operate and use the Project on the Owned Land and COCOA Easement area, and in close proximity to the Well Facilities and Pipeline Facilities, subject to compliance with the following terms and conditions:

    a. Without waiving the provision of Section 768.28, Florida Statutes, COUNTY assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the County's installation, construction, use, maintenance, repair or replacement of the Project.

    b. The consent granted herein is limited exclusively to the proposed Project upon the Owned Land within the COCOA Easement area. Unless required by the Plans, COUNTY shall not alter the grade or permit such alteration anywhere on the COCOA Easement area without the prior express written consent of the COCOA's Utilities Director.

    c. COUNTY shall at all times conduct all activities within the COCOA Easement area in such a manner as to not interfere with or impede the operation and maintenance of, or access to, the Well Facilities and Pipeline Facilities, as conducted in the past, present or future by COCOA and its contractors, in any manner whatsoever.

    d. Except as to the improvements described on the Plans, COUNTY shall not construct, plant or create additional improvements of any kind, including but not limited to, roadways, pavement, barriers, signs, fences, sheds, drainage systems, utilities, decking, poles, parking lots, buildings, toll facilities, ponds, trees, or shrubs within the confines of the COCOA Easement area without the prior express written consent of the COCOA's Utilities Director, which consent shall not be unreasonably conditioned, delayed, or withheld.

e. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of COCOA under the provisions of the COCOA Easement.

f. The consent granted by this instrument shall not constitute or be construed as granting any rights or privileges to any third party, and COCOA reserves all rights to object and contest the use or attempted use of the COCOA easement area by any third party.

g. COUNTY and COCOA shall at all times comply with all other terms and conditions set forth under this Agreement.

3. **County Additional Commitments.** The COUNTY agrees to the following commitments to COCOA:

a. At each of the Overlap Areas located approximately at Project Stations 877, 778 and 759, COUNTY agrees to install, or cause to be installed, at no expense to COCOA, four (4) new carrier pipes for COCOA's future exclusive and perpetual use within the Project area. Two (2) of the carrier pipes shall be installed at or within the proximity of Station 877. One (1) carrier pipe each shall be installed at or within the proximity of Stations 778 and 759. The installation shall be coordinated with COCOA and the carrier pipes shall comply with FDOT Specification 556 for steel carrier pipes and will comply with ASTM 139B. Pipes will extend beyond the width of the ROW and will be capped off for future use by the City of Cocoa. The requirements are as follows:

Approx. STA	Q	Size Required
887+00	1	42"
887+00	1	30"
779+00	1	36"
760+00	1	30"

b. At each of the Overlap Areas located approximately at Project Stations 877, 778 and 759, COCOA shall have the right to continue to maintain and use its existing easement rights in perpetuity. The COUNTY shall maintain an adequate and safe crossing at Project Stations 877, 778 and 759 which permits COCOA to access and cross the Project area for purposes of operating and maintaining COCOA's Well Facilities and Pipeline Facilities. Said access and crossing areas shall accommodate a variety of vehicles used by COCOA including, but not limited to, trucks, machinery, grading equipment, large maintenance vehicles and long tow-behind trailers. The COUNTY shall install and maintain traffic signs and warning signals for safety purposes at each crossing on both the north and south bound lanes of the Project.

c. During the planning and design phase, COUNTY will take appropriate safeguards so COCOA may continue to maintain its Well Facilities and Pipeline Facilities and existing easement rights in a safe and efficient manner. COCOA shall be permitted

to provide comments during the planning and design phase as its interests are related to Cocoa's Easements and its operation of the Well Facilities and Pipeline Facilities. COCOA reserves the reasonable right to request the COUNTY to design, engineer, permit and construct appropriate safeguards for purposes of protecting COCOA's existing and future use of the Easement Areas and its Well Facilities and Pipeline Facilities in a safe and efficient manner, and the parties agree to negotiate in good faith regarding the terms and conditions of any such safeguards. Appropriate safeguards shall not be unreasonably conditioned, delayed or withheld by the COUNTY.

d. If at any time in the future the road widening, design speeds or classification of the road should change that may negatively impact the safe crossing of COCOA's equipment and personnel, the COUNTY shall at its own expense provide for COCOA's continued safe use and access to its Well Facilities and Pipe Line Facilities and the COUNTY shall further bear the cost of the maintenance and installation of any improvements deemed reasonably necessary including, but not limited to, additional signage, warning signals and to provide safe ingress and egress across the future road crossing.

e. The COUNTY shall not impose, or attempt to impose upon COCOA, any permitting or other fee, charge, assessment or tax for COCOA's continued use of its existing or future Well Facilities and Pipeline Facilities.

4. **No Objection**. COCOA shall not object to COUNTY's use of the Overlap Areas, nor to COUNTY's construction and subsequent operation, use, maintenance, repair, replacement, and reconstruction of the Project improvements within the Overlap Areas, ("COUNTY Improvements") and COCOA shall not require the removal or relocation of any of the COUNTY Improvements constructed in the Overlap Area, so long as such use and County Improvements substantially comply with and conform to the Plans (subject to reasonable field changes) attached hereto as **Schedule "D,"** and the purposes and uses set forth in **Schedule "B"** attached hereto and incorporated herein as well as all of the other terms and conditions of this Agreement.

5. **Non-Infringement**. Except as otherwise set forth in and allowed by this Agreement, COUNTY's use of the Overlap Area shall not infringe upon or overburden COCOA's rights, as specified in the COCOA Easements, or COCOA's use of the Overlap Area, and COCOA's use of the Overlap Area shall not infringe or overburden COUNTY's rights, as expressly described herein.

6. **Trees and Shrubbery**. Except as may be shown on the Plans, COUNTY shall not plant any other trees or shrubbery within the Overlap Area without COCOA's prior written consent which shall not be unreasonably withheld, conditioned, or delayed.

7. **Applicable Laws**. COUNTY's operations, activities, and equipment used within the Overlap Area shall be in substantial compliance with the Plans and with all applicable laws and regulations.

8. **Maintenance**. COUNTY shall have the duty, responsibility, and obligation of maintaining the County Improvements in a condition compatible with COUNTY's maintenance standards.

9. **Non-Interference**. The parties are entering into this Agreement with the understanding that: (i) the COUNTY's use of the Overlap Area, and the County Improvements to be installed therein, in accordance with this Agreement do not and will not conflict or interfere, either presently or in the future, with COCOA's Pipeline Facilities and related appurtenances which are located within the COCOA Easements as of the date of this Agreement including any replacement thereof (collectively, the "Existing COCOA Facilities"); and (ii) that the Existing COCOA Facilities will not conflict or interfere, either presently or in the future, with the COUNTY's use of the Overlap Area, and the County Improvements to be installed therein, as described in the Plans. Notwithstanding the foregoing, should it hereinafter be mutually determined by COUNTY and COCOA, after consultation with each other, and each acting in its reasonable discretion, that: (i) the County Improvements and/or COUNTY's use of the Overlap Area as allowed by this Agreement interfere with the Existing COCOA Facilities; or (ii) the Existing COCOA Facilities interfere with the County Improvements or the COUNTY's use of the Overlap Area (either situation being an "Interference"), then COUNTY and COCOA agree to cooperate to resolve the Interference in the most reasonable and economical manner feasible by working together in good faith to attempt to mutually agree upon a proposed solution to the Interference to eliminate such Interference at the least cost and expense to the parties, collectively (a "Resolution"). Without limiting the generality of the foregoing, such Resolution may (or may not) involve: (i) COUNTY, or COCOA, or both altering its use of the Overlap Area in a manner that eliminates such Interference; (ii) COCOA relocating the Existing COCOA Facilities, in whole or in part, into the County's rights-of-way; and/or (iii) any combination of the foregoing. Notwithstanding the foregoing, the COUNTY hereby agrees to pay the cost of such alteration, adjustment, replacement, or relocation of any Existing COCOA Facilities, including, but not limited to the design, engineer, permit, and/or construction costs. County agrees to allow Cocoa to utilize, at no cost, existing County rights-of-way, including the Sunbridge Parkway Expansion.

10. **County Future/Additional Improvements**. COUNTY shall not construct any future/additional improvements within the Overlap Area – other than the County Improvements – without the prior written consent of COCOA, which consent shall not be unreasonably withheld, conditioned, or delayed, and shall maintain, repair, and replace the County Improvements and permissible future improvements of COUNTY located within the Overlap Area so as to avoid any damage or unreasonable interference with COCOA's use of the Overlap Area as allowed by this Agreement.

11. **Cocoa's Future/Additional Improvements**. The COUNTY shall not unreasonably withhold, condition, or delay the issuance of any construction permit requested and applied for by COCOA to maintain, repair, replace, or expand the Existing COCOA Facilities and permissible future improvements of COCOA located within the Overlap Area so as to avoid any damage or unreasonable interference with COCOA's use of the Overlap Area as allowed by COCOA Easements and this Agreement. If the COUNTY has any permitting related concerns regarding the issuance of any construction permit requested by COCOA,

COUNTY shall notify COCOA, in writing, identifying such concerns and COUNTY and COCOA will cooperate to resolve the concerns in the most reasonable and economical manner feasible by working together in good faith to attempt to mutually agree upon a proposed solution to resolve the COUNTY's permitting concerns at the least cost and expense to the parties. However, should the COUNTY unreasonably fail to approve any permit for new repair, replacement, or expansion of the Existing COCOA Facilities on the account of the Project or require COCOA to alter, adjust, or relocate its facilities located within the Overlap Area on the account of the Project, the COUNTY hereby agrees to pay the cost of such alteration, adjustment, replacement, or relocation, including, but not limited to the design, engineer, permit, and/or construction costs. The County agrees to allow Cocoa to utilize, at no cost, existing County rights-of-way, including the Sunbridge Parkway Expansion.

12. **Mutual Release**. Each party hereby assumes all risk of damage to property or injury to persons in, upon, or about the Overlap Area caused by that party (hereinafter sometimes referred to as a "releasor") and agrees that the other party (hereinafter sometimes referred to as a "releasee"), and their respective officers, agents, servants, employees, and independent contractors shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by the releasor or by other persons claiming through the releasor. Further, in no event shall either party be liable to the other party for any indirect, punitive, exemplary, special, incidental, or consequential damages, including lost profits, regardless of whether informed of the same. Each party releases and waives and will require its insurer(s) to release and waive all rights of subrogation against the other party for any damage to or loss of property owned by that party and any bodily or other injury to that party or its employees or contractors.

13. **Mutual Indemnification**. Each party shall indemnify, defend, and hold the other party (hereinafter sometimes referred to as "indemnitee") harmless against any actions, claims, or damages arising out of, or relating to, the indemnifying party's (hereinafter sometimes referred to as "indemnitor") breach of this Agreement or resulting from the negligent or wrongful act(s) of the indemnitor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the party hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes (if applicable). The foregoing indemnification shall not constitute a waiver of sovereign immunity by COUNTY or COCOA, nor shall the same be construed to constitute agreement by a party to indemnify the other party for the negligent acts or omissions of such other party, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by a party to be sued by third parties in any manner arising out of this agreement.

14. **Jurisdiction, Venue, Waiver, Jury Trial, Fees and Costs**. The parties hereby irrevocably submit in any suit, action, or proceeding arising out of or relating to this Agreement or any transactions contemplated hereby, to the exclusive jurisdiction of the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida, and waive any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including, without limitation, any argument that jurisdiction, situs and/or venue are

inconvenient or otherwise improper. Each party further agrees that process may be served upon such party in any manner authorized under the laws of the United States or Florida, and waives any objections that such party may otherwise have to such process. EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON OR ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED TRANSACTION OR INSTRUMENT. In connection with any dispute (excluding any attempted condemnation of COCOA's easements by the COUNTY) arising out of this Agreement or the COCOA Easements, or the breach, enforcement, or interpretation of this Agreement or the COCOA Easements (regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above), each party and person shall bear the cost of its own attorney's, paralegal, expert, and court fees and costs at trial, retrial, on appeal, at hearings and rehearings, and in all administrative, bankruptcy, and reorganization proceedings.

15. **Conflicts.** For avoidance of doubt, in the event of any conflict between the terms and provisions of this Agreement and the terms or provisions of the COCOA Easements, this Agreement shall control. Without limiting the generality of the foregoing, in the event that any term of provision of the COCOA Easements may be read or construed as requiring a consent or permission of any kind or nature from COCOA in order for COUNTY to exercise or enjoy the rights and privileges granted to COUNTY herein, then this Agreement shall be deemed and constructed as a grant of such consent or permission.

16. **Miscellaneous**. Notwithstanding any other term or provision of this Agreement to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement. However, in the event the COUNTY initiates or attempts to initiate condemnation of any of COCOA's easements or portion thereof, COCOA shall have the right to declare, by written notice to the COUNTY, this Agreement null and void ab initio and terminated, and the COUNTY shall take nothing from this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. This Agreement shall become binding only when each party has executed and delivered to the other parties one or more counterparts and shall extend to and bind the successors and assigns of the parties hereto. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect. Neither party may assign, or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of the other party. This Agreement may be altered, amended, or modified only by written instrument recorded in the Public Records of Orange County, Florida, executed by COCOA (and/or all of COCOA's respective successors and assigns, as applicable) and COUNTY (and/or all of COUNTY's respective successors and assigns, as applicable).

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the said COUNTY has hereunto affixed its hand and seal on the date set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
for Jerry L. Demings
Orange County Mayor

DATE: April 11, 2023

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

IN WITNESS WHEREOF, the said COCOA has hereunto affixed its hand and seal this _____ day of _____, 2021.

CITY OF COCOA, a Florida Municipal Corporation

By:

_____

Print Name: Michael C. Blake,
Mayor

Date:

_____

(Official Seal)

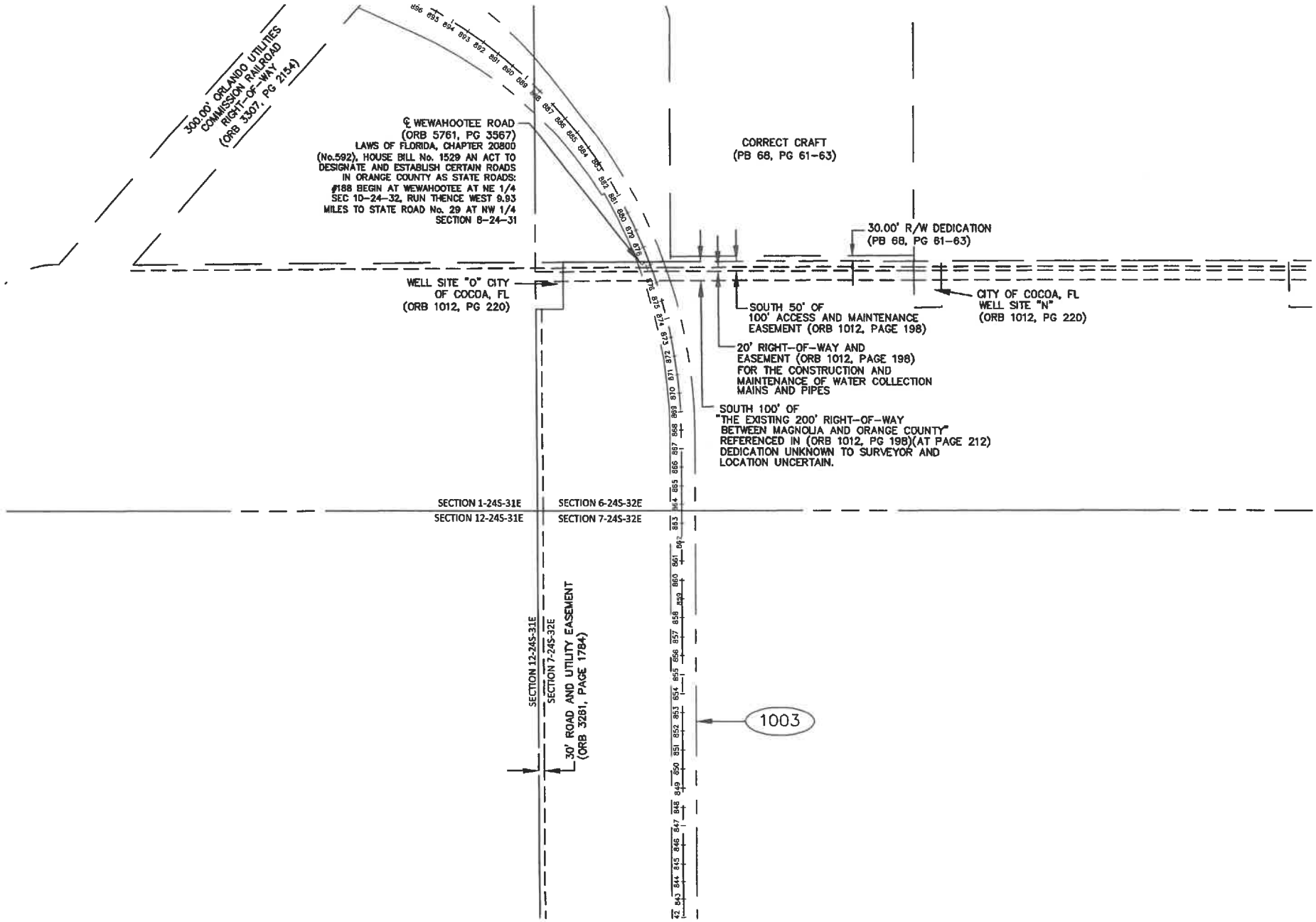
ATTEST:

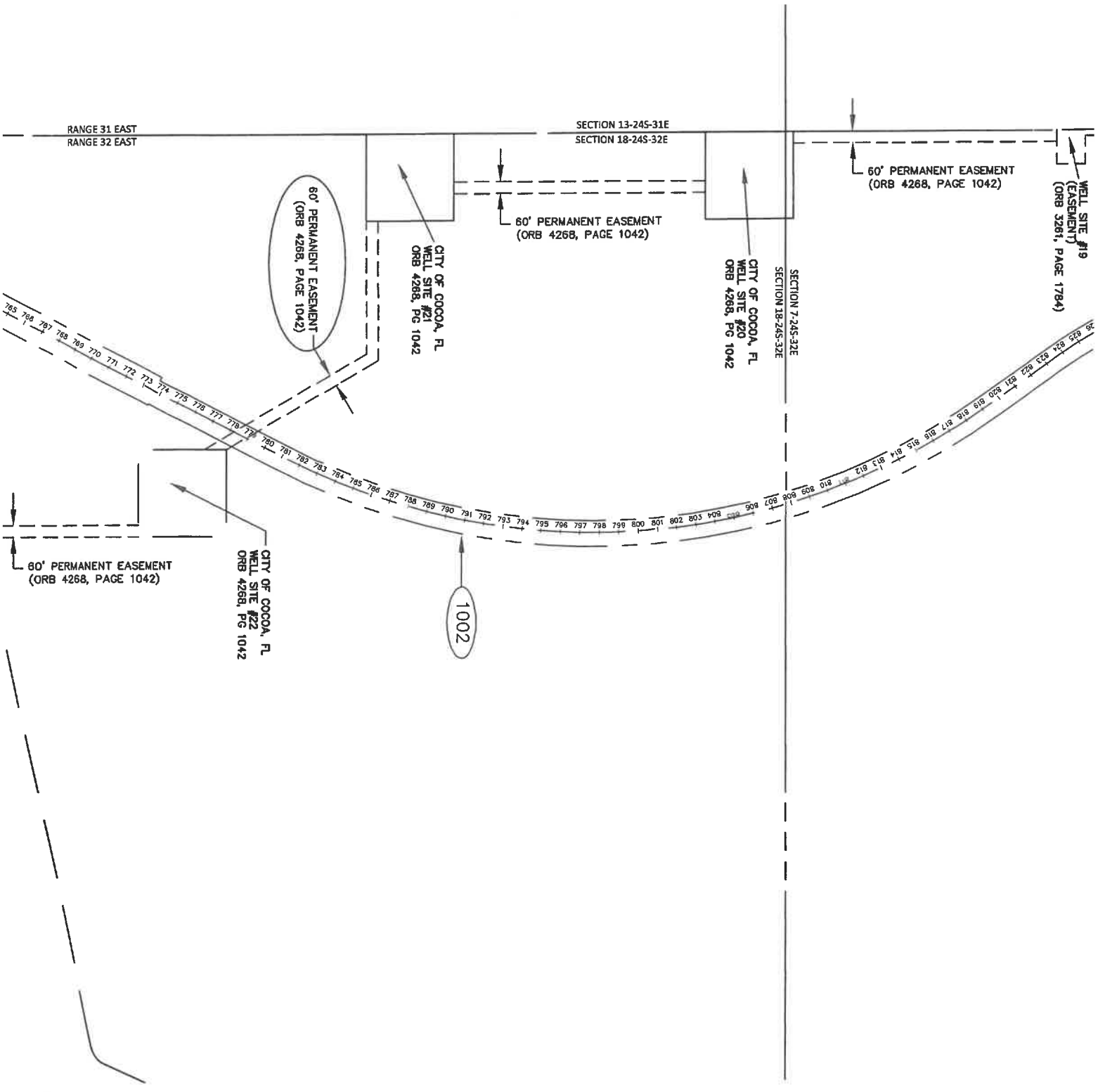
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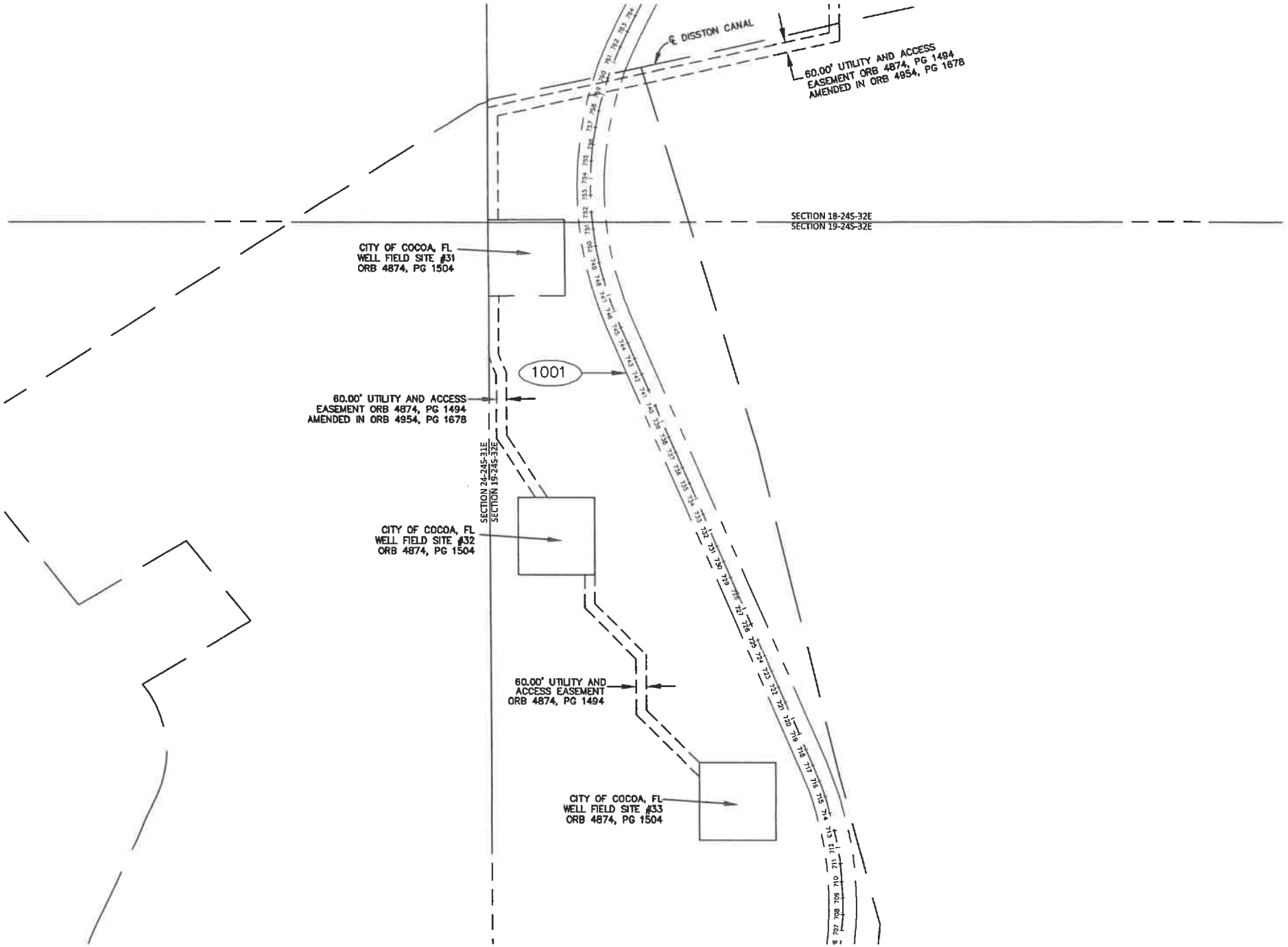
Carrie Shealy, City Clerk

SCHEDULE A

Depiction of Owned Lands


300.00' ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY (ORB 3307, PG 2154)
℄ WEWAHOOTEE ROAD (ORB 5761, PG 3567) LAWS OF FLORIDA, CHAPTER 20800 (No.592), HOUSE BILL No. 1529 AN ACT TO DESIGNATE AND ESTABLISH CERTAIN ROADS IN ORANGE COUNTY AS STATE ROADS: #188 BEGIN AT WEWAHOOTEE AT NE 1/4 SEC 1D-24-32, RUN THENCE WEST 9.93 MILES TO STATE ROAD No. 29 AT NW 1/4 SECTION 8-24-31
CORRECT CRAFT (PB 68, PG 61-63)
30.00' R/W DEDICATION (PB 68, PG 61-63)
WELL SITE "O" CITY OF COCOA, FL (ORB 1012, PG 220)
CITY OF COCOA, FL WELL SITE "N" (ORB 1012, PG 220)
SOUTH 50' OF 100' ACCESS AND MAINTENANCE EASEMENT (ORB 1012, PAGE 198)
20' RIGHT-OF-WAY AND EASEMENT (ORB 1012, PAGE 198) FOR THE CONSTRUCTION AND MAINTENANCE OF WATER COLLECTION MAINS AND PIPES
SOUTH 100' OF "THE EXISTING 200' RIGHT-OF-WAY BETWEEN MAGNOLIA AND ORANGE COUNTY" REFERENCED IN (ORB 1012, PG 198)(AT PAGE 212) DEDICATION UNKNOWN TO SURVEYOR AND LOCATION UNCERTAIN.
SECTION 1-24S-31E
SECTION 12-24S-31E
SECTION 6-24S-32E
SECTION 7-24S-32E
SECTION 12-24S-31E
SECTION 7-24S-32E
30' ROAD AND UTILITY EASEMENT (ORB 3281, PAGE 1784)
1003


RANGE 31 EAST
RANGE 32 EAST
SECTION 13-24S-31E
SECTION 18-24S-32E
60' PERMANENT EASEMENT
(ORB 4268, PAGE 1042)
60' PERMANENT EASEMENT
(ORB 4268, PAGE 1042)
60' PERMANENT EASEMENT
(ORB 4268, PAGE 1042)
60' PERMANENT EASEMENT
(ORB 4268, PAGE 1042)
CITY OF COCOA, FL
WELL SITE #21
ORB 4268, PG 1042
CITY OF COCOA, FL
WELL SITE #20
ORB 4268, PG 1042
CITY OF COCOA, FL
WELL SITE #22
ORB 4268, PG 1042
WELL SITE #19
(EASEMENT)
(ORB 3281, PAGE 1784)
SECTION 7-24S-32E
SECTION 18-24S-32E
1002


℄ DISSTON CANAL
60.00' UTILITY AND ACCESS EASEMENT ORB 4874, PG 1494 AMENDED IN ORB 4954, PG 1678
SECTION 18-24S-32E
SECTION 19-24S-32E
CITY OF COCOA, FL WELL FIELD SITE #31 ORB 4874, PG 1504
1001
60.00' UTILITY AND ACCESS EASEMENT ORB 4874, PG 1494 AMENDED IN ORB 4954, PG 1678
SECTION 24-24S-31E
SECTION 19-24S-32E
CITY OF COCOA, FL WELL FIELD SITE #32 ORB 4874, PG 1504
60.00' UTILITY AND ACCESS EASEMENT ORB 4874, PG 1494
CITY OF COCOA, FL WELL FIELD SITE #33 ORB 4874, PG 1504

SCHEDULE B

Description and Purpose of County Project

Schedule B

The Sunbridge Master Planned Development in southeast Orange County and northeast Osceola County requires a north/south roadway to accommodate that development. Orange County and Tavistock East Services, LLC are working together to construct Sunbridge Parkway Segments 2, 3 and 4 to service that need through a public-private partnership arrangement as set forth in the Transportation Agreement for Sunbridge Parkway (From Dowden Road to Osceola County Line; Orange County Records, Document# 20170253449) executed by the owners (through their representatives) of these parcels and Orange County.

The Sunbridge Parkway project is a new multimodal corridor designed in accordance with current design criteria for safety and will provide adequate capacity based on the traffic analysis. Sunbridge Parkway project consists of constructing a new two-lane roadway from the Orange/Osceola County line to south of Aerospace Parkway. The net length of the project is approximately 6.3 miles. The project includes constructing a two-lane road with drainage swales, a 14-foot trail on the west side of the road, and retention/compensating storage ponds.

SCHEDULE C

Cocoa's Recorded Easements

807659 RECORDED
FEB 9 11 ½ AM 1962
OR 1012 PAGE 198

A G R E E M E N T

THIS AGREEMENT Made and entered into by and between MAGNOLIA RANCH, INC., a Florida corporation, hereinafter referred to as "Magnolia", as First Party, and the CITY OF COCOA, a Florida municipal corporation, hereinafter referred to as "Cocoa", as Second Party,

WITNESSETH:

WHEREAS, Magnolia and Cocoa heretofore entered into an Option Agreement under date of May 4, 1956, said Agreement being attached hereto, made a part hereof, and marked Exhibit "A", for reference as to its terms and conditions; and

WHEREAS, Cocoa exercised its option to purchase certain lands and easements as recited in said Option Agreement and paid to Magnolia the additional sum of $95,000.00 as therein required; and

WHEREAS, the said Option Agreement provided that upon the exercise of the option by Cocoa, a binding, enforceable and recordable agreement, herein referred to as a Supplemental Agreement, would be entered into between said parties particularly defining certain reciprocal rights, duties and obligations of said parties as generally, but not specifically, outlined in said Option Agreement; but said Supplemental Agreement was not prepared by either of said parties and has never been entered into by said parties; and

WHEREAS, Magnolia has refused (1) to convey to Cocoa the twenty (20) square one-acre tracts for well sites as provided by paragraph numbered "2" of said Option Agreement; (2) to grant rights-of-way for construction of collecting mains for access to the well sites selected as provided for by paragraph numbered "3" of said Option Agreement, and other disputes and differences of opinion and interpretation of said Option Agreement have

RETURN TO:
Gurney, Gurney & Handley
P. O. Box 212
Orlando, Florida

arisen between said parties relating to the location of two of said well sites; the alleged failure of Cocoa to make a selection of said sites within the time limitations of the Option Agreement; and the repair and maintenance of roads and bridges, all of which have resulted in certain litigation now pending in the Circuit Court of Orange County, Florida, being Chancery Case No. 38502 entitled City of Cocoa vs. Magnolia Ranch, Inc.; and

WHEREAS, it is the desire and intention of the said parties to adjust and settle the various disagreements and misunderstandings existing by and between them and to compose these differences, as a result of which this agreement has been entered into.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, conditions and agreements herein contained, and the sum of One Dollar ($1.00) in hand paid by each of the parties hereto unto the other, receipt of which is hereby acknowledged, the parties hereto, to-wit: Magnolia and Cocoa, covenant and agree as follows:

1. Magnolia will convey to Cocoa, contemporaneously with the execution of this agreement, certain one-acre well sites known as Wells Nos. 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, I, J, K, and L, as shown on a certain map prepared by Gee & Jenson dated November 17, 1956, more particularly described as follows:

1. Beginning at a point on the East line of Section 10, Township 24 South, Range 32 East 153.68 feet, South 0° 04' 29" East of the Northeast corner of said Section 10, run South 0° 04' 29" East 208.71 feet, thence South 89° 55' 31" West 308.71 feet, thence North 0° 04' 29" West 208.71 feet, thence North 89° 55' 31" East 308.71 feet, to the point of beginning. (Less the East 100 feet for right-of-way purposes).

2. Beginning at a point on the West line of Section 2, Township 24 South, Range 32 East, 80.90 feet, South 0° 14' 20" West of the Northwest corner of said Section 2, run South 89° 45' 40" East 308.71 feet, thence South 0° 14' 20" West 208.71 feet, thence North 89° 45' 40" West 308.71 feet;

thence North 0° 14' 20" East 208.71 feet to the point of beginning. Subject to a right-of-way over the West 100 feet for road purposes.

3. Beginning at a point on the West line of Section 2, Township 24 South, Range 32 East, 690.23 feet North 0° 14' 20" East of the West Quarter Corner of said Section 2, run North 0° 14' 20" East 208.71 feet, thence South 89° 45' 40" East 308.71 feet, thence South 0° 14' 20" West 208.71 feet, thence North 89° 45' 40" West 308.71 feet to the point of beginning. Subject to a right-of-way over the West 100 feet for road purposes.

4. Beginning at a point on the West line of the Northwest Quarter of Section 14, Township 24 South, Range 32 East 573.75 feet South 0° 03' 45" East of the Northwest corner of said Section 14, run South 0° 03' 45" East 208.71 feet, thence North 89° 56' 15" East 308.71 feet, thence North 0° 03' 45" West 208.71 feet, thence South 89° 56' 15" West 308.71 feet to the point of beginning. Subject to an easement over the West 100 feet thereof for road purposes.

5. Beginning at a point on the East line of the Southeast Quarter of Section 10, Township 24 South, Range 32 East, 1246.20 feet South 0° 03' 11" East of the Northeast corner of said Southeast Quarter, run South 0° 03' 11" East 208.71 feet, thence South 89° 56' 49" West 308.71 feet, thence North 0° 03' 11" West 208.71 feet, thence North 89° 56' 49" East 308.71 feet to the point of beginning. Subject to an easement over the East 100 feet thereof for road purposes.

7. Beginning at a point on the West line of Section 2, Township 24 South, Range 32 East, 1637.62 feet North 0° 14' 20" East of the Southwest corner of said Section 2, run North 0° 14' 20" East 208.71 feet, thence South 89° 45' 40" East 308.71 feet, thence South 0° 14' 20" West 208.71 feet, thence North 89° 45' 40" West 308.71 feet to the point of beginning. Subject to a right-of-way over the West 100 feet for road purposes.

8. Beginning at a point on the East line of the Southeast Quarter of Section 34, Township 23 South, Range 32 East 907.15 feet South 0° 13' 20" West of the Northeast corner of said Southeast Quarter, run South 0° 13' 20" West 208.71 feet, thence North 89° 46' 40" West 308.71 feet, thence North 0° 13' 20" East 208.71 feet, thence South 89° 46' 40" East 308.71 feet to the point of beginning. Subject to an easement over the East 100 feet thereof for road purposes.

9. Beginning at a point on the West line of the Northwest Quarter of Section 35, Township 23 South, Range 32 East; 862.65 feet North 0° 14' 20" East of the Southwest corner of said Northwest Quarter, run North 0° 14' 20" East 208.71 feet, thence South 89° 45' 40" East 308.71 feet; thence South 0° 14' 20" West 208.71 feet, thence North 89° 45' 40" West 308.71 feet to the point of beginning. Subject to a right-of-way over the West 100 feet thereof for road purposes.

10. Beginning at a point on the East line of the Southeast Quarter of Section 27, Township 23 South, Range 32 East, 747.79 feet North 0° 13' 20" East of the Southeast corner of said Section 27, run North 0° 13' 20" East 208.71 feet, thence North 89° 46' 40" West 308.71 feet, thence South 0° 13' 20" West 208.71 feet, thence South 89° 46' 40" East 308.71 feet to the point of beginning. Subject to an easement over the East 100 feet thereof for road purposes.

11. Beginning at a point on the West line of Section 14, Township 24 South, Range 32 East, said point being 315.1 feet North of the Southwest corner of said Section 14, run thence North 208.71 feet, thence East 258.71 feet, thence South 208.71 feet, thence West 258.71 feet to the point of beginning. (less the West 50 feet thereof for right-of-way.)

I. Beginning at a point on the North line of Section 10, Township 24 South, Range 32 East, 2326.09 feet North 83° 21' 14" West of the Northeast corner of said Section 10, run North 11° 35' 45" West 196.09 feet, thence North 78° 24' 15" West 208.71 feet, thence South 11° 35' 45" West 308.71 feet, thence South 78° 24' 15" East 208.71 feet, thence North 11° 35' 45" East 112.62 feet to the point of beginning. (Less the Northerly 100 feet thereof for a road right-of-way.)

J. Commence at a point on the East line of Section 4, Township 24 South, Range 32 East, 492.47 feet North 0° 45' 43" East of the Southeast corner of said Section 4 and run North 78° 14' 18" West along the centerline of the Wewahotee Grade 1702.54 feet for a point of beginning; run thence North 78° 14' 18" West 208.71 feet, thence North 11° 45' 42" East 308.71 feet, thence South 78° 14' 18" East 208.71 feet, thence South 11° 45' 42" West 308.71 feet, to the point of beginning. Subject to a right-of-way over the Southerly 100 feet for road purposes.

K. Commencing at the Southwest Corner of Section 5, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of Section 5 a distance of 1337.28 feet to an intersection with the centerline of Wewahootee Grade; thence Easterly along the said centerline a distance of 3832 feet to the point of beginning; thence continuing along said centerline a distance of 208.71 feet; thence southerly at a right angle to said centerline a distance of 308.71 feet; thence Westerly parallel to said centerline a distance of 208.71 feet; thence Northerly at a right angle to said centerline a distance of 308.71 feet to the point of beginning; subject to a right-of-way over the Northerly 100 feet for road purposes.

L. Commencing at the Southwest corner of Section 5, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of Section 5 a distance of 1337.28 feet to an intersection with the centerline of Wewahootee Grade; thence Easterly along the said centerline a distance of 1450 feet to the point of beginning; thence continuing along said centerline a distance of 208.71 feet; thence Southerly at a right angle to said centerline a distance of 308.71 feet; thence Westerly parallel to said centerline a distance of 208.71 feet; thence Northerly at a right angle to said centerline a distance of 308.71 feet to the point of beginning; subject to a right-of-way over the Northerly 100 feet for road purposes.

Magnolia will also convey to Cocoa, contemporaneously with the execution of this agreement, three one-half acre well sites to be known as Sites M, N and O, located along the Wewahootee Road, more particularly described as follows:

M. Commencing at the Southeast corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the East line of Section 6 a distance of 1337.28 feet to an intersection with the centerline of Wewahootee Grade; thence Westerly along the said centerline a distance of 1180 feet to the point of beginning; thence Southerly at a right angle to the Wewahootee Grade centerline a distance of 247.56 feet; thence Westerly parallel to the said centerline a distance of 147.56 feet; thence Northerly and at a right angle to said centerline a distance of 247.56 feet to the centerlineof said grade; thence Easterly alon g the said centerline a distance of 147.56 feet to the point of beginning; subject to a right-of-way over the Northerly 100 feet for road purposes.

N. Commencing at the Southeast Corner of Section 6; Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the East line of Section 6 a distance of 1337.28 feet to an intersection with the centerline of Wewahootee Grade; thence Westerly along the said centerline a distance of 3180 feet to the point of beginning; thence Southerly at a right angle to the Wewahootee Grade centerline a distance of 247.56 feet; thence Westerly parallel to the said centerline a distance of 147.56 feet; thence Northerly and at a right angle to said centerline a distance of 247.56 feet to the centerline of said Grade; thence easterly along the said centerline a distance of 147.56 feet to the point of beginning; subject to a right-of-way over the Northerly 100 feet for road purposes.

O. Commencing at the Southwest Corner of Section 6, Township 24 South; Range 32 East; Orange County, Florida; thence Northerly along the West line of Section 6 a distance of 1326.04 feet to an intersection with the centerline of Wewahootee Grade and the point of beginning; thence Easterly along said centerline a distance of 147.56 feet; thence Southerly parallel to the West line of said Section 6, a distance of 247.56 feet; thence Westerly parallel to the centerline of Wewahootee Grade a distance of 147.56 feet to the west line of said Section 6, thence Northerly along said West line a distance of 247.56 feet to the point of beginning.

All of the above property located in Orange County, Florida, will be conveyed by warranty deed with no exceptions, except taxes for the year 1962.

2. Magnolia hereby gives and grants to Cocoa a right-of-way and easement for the construction and maintenance of water collection mains and pipes along the South twenty (20) feet of the 100-foot right-of-way of Wewahootee Road extending from the East termination point of the Orange County right-of-way of said road through Magnolia's lands, as said road is now established to the old railroad right-of-way, all of which is more particularly shown by the attached map marked Exhibit "B" and made a part hereof; and a like twenty (20) feet along the Easterly sideof the centerline of a 100-foot private road running along and over the old railroad right-of-way, the

centerline of said old railroad right-of-way being the centerline of said private road, and said centerline being the North and South section lines between Sections 14 and 15, and between 10 and 11, and between 2 and 3, of Township 24 South, Range 32 East, and the North and South section lines between Sections 34 and 35 and between 26 and 27 of Township 23 South, Range 32 East, extending generally from the well site known as No. 11 in Section 23, Township 24 South, Range 32 East, Northerly to the well site known as No. 10 in Section 27, Township 23 South, Range 32 East, except at three turn-outs for bridge crossings at which points the easements will be described as follows:

Bridge No. 1 - Commence at the Southwest corner of said Section 11, proceed North 2900 feet along the West Section line of said Section 11 to a point of beginning; thence East 30 feet; thence North 380 feet; thence West 30 feet; thence South 380 feet to the point of beginning.

Bridge No. 2 - Commence at the Southwest corner of said Section 2; thence North 2431.4 feet to a point of beginning; thence East 30 feet; thence North 100 feet; thence West 30 feet; thence South 100 feet to the point of beginning.

Bridge No. 3 - Commence at the Southwest corner of said Section 35, proceed North 2898 feet to a point of beginning; thence East 30 feet; thence North 100 feet; thence West 30 feet; thence South 100 feet to the point of beginning.

Magnolia hereby also gives and grants to Cocoa a 100-foot non-exclusive private easement and right-of-way over the Wewahootee Road, extended from the East termination point of the Orange County right-of-way of said road through Magnolia's lands, as said road is now established, to the old railroad right-of-way, and also along and over the old railroad right-of-way (the centerline of the said old railroad right-of-way being the centerline of said private and non-exclusive road easement), extending from the well site known as No. 11 in said Section 23, Northerly to the well site known as No. 10 in said Section 27, for the purpose of ingress and egress and access to and by Cocoa

for construction, servicing and repairs of said wells and collection mains.

3. Magnolia agrees that it will not install any additional wells within two thousand (2000) feet of any of the well sites conveyed to Cocoa in accord with paragraph 1 above, and that no well of any description will be drilled by Magnolia in violation of any regulations or requirements of the State Board of Health of Florida or other governmental authority having jurisdiction of such matters, and in the event that any existing wells or any wells hereinafter drilled by Cocoa on its own property are abandoned, such well or wells will be capped or filled in accordance with the State Board of Health specifications so as to prevent contamination of the underground water supply.

4. Magnolia hereby releases and discharges Cocoa of and from all claims, demands, actions and causes of action, in law or equity, which it has or claims to have, against said Cocoa prior to the date of this agreement, for or by reason of prior acts or doings either of commission or omission of said Cocoa with respect to the depth of the presently constructed wells or wells to be constructed, or to the use, repair or maintenance of the roads and bridges located on Magnolia's property and referred to in said Option Agreement and hereinabove, or otherwise, including but not limited to, damages to livestock, fences and ditches belonging to Magnolia, or for any other matter or thing whatsoever.

5. Magnolia agrees that the present litigation pending in the Circuit Court of Orange County, Florida, by and between the parties hereto, shall be dismissed and that it will pay the costs and expenses incurred by it.

6. Cocoa agrees to accept the conveyance of the fourteen (14) one-acre well sites referred to in paragraph 1 above, known as Sites Nos. 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, I, J, K and L, in lieu of and instead of twenty (20) well sites as mentioned and referred to in the Option Agreement dated May 4,

1956, as full compliance by Cocoa with the terms of said Option Agreement relating to well sites.

7. Cocoa agrees to pay to Magnolia, contemporaneously with the execution of this agreement and delivery of the deed to all seventeen (17) of the well sites mentioned in paragraph 1 above, the sum of Fifteen Thousand Dollars ($15,000.00), receipt of which is acknowledged by Magnolia, which said amount is paid as consideration for the three (3) well sites known as MN, N, and O, containing one-half acre each, and also in consideration of the release and discharge of Cocoa as set out in paragraph 4 above of this agreement.

8. Cocoa will install at its expense, four (4) additional 48-inch culverts under the road level and across the Wewahootee Road between the present site of the ranch house of George Terry, located on Magnolia's property, and the old railroad right-of-way in the location as shown by the attached map, marked Exhibit "C" and made a part hereof.

9. Cocoa agrees that it will at its expense, repair and maintain the roads, culverts and bridges on the easement rights-of-way given by Magnolia in compliance with paragraph 2 above so long as the same are private roads, the same to be regularly graded, repaired and maintained in such manner that the same are usable in comparable manner with the Orange County portion of the Wewahootee graded road the year round by ranch and farm equipment of Magnolia (not to include stablization unless needed in some areas to permit grading, in which event Magnolia will allow free use of clay from its clay pit on its land for a period of two years after this agreement), and trucks and equipment of Cocoa under normal weather conditions without damage to said roadway or said equipment. With respect to the bridge of the Econlockhatchee River in particular, Cocoa agrees to maintain said bridge for use by vehicles not to exceed five (5) tons in weight per vehicle, and agrees that it will not allow the use of said bridge by vehicles of any greater weight which are within its control. Magnolia likewise agrees not to

allow vehicles in excess of five (5) tons to use said bridge which are within the control of Magnolia. Both parties agree that should the bridge be damaged by vehicles weighing in excess of five (5) tons, the cost of repair will be borne by the party in control of the vehicle causing the damage.

10. Cocoa agrees that it will construct its water collecting mains on, in or over the easements for the same given by Magnolia, and, if in the construction of said collecting mains or the repairs, maintaining, removal replacement of the same, it is necessary to move any fence, or if any fence is damaged, Cocoa will replace or repair said fence in a good and substantial manner at its expense. It is further agreed by Cocoa that in the event it uses the structure of the Econlockhatchee bridge for the suspension of its collecting mains crossing said river, it will strengthen said bridge pilings and structure in accord with approved competent engineering requirements so that said bridge will be safe for required use of Magnolia in its farming and ranch operations.

11. Cocoa agrees that the said road rights-of-way given by Magnolia over its property are not public roads but are private easements running to Cocoa, its agents, servants and employees, and that Magnolia reserves the right to maintain necessary and proper gates along said easements, and to lock the same, provided keys to said locks are furnished to Cocoa for use of its authorized representatives in securing access to its well sites and mains.

12. Cocoa agrees that it will not drill or operate any well in violation of any regulation or requirement of the State Board of Health of the State of Florida or any other governmental agency having jurisdiction of such matters, and in the event any existing well or any well hereafter drilled by Cocoa is abandoned, that such abandoned well will be capped or filled so as to prevent contamination of the underground water supply in accord with State Board of Health specifications.

13. Cocoa hereby releases and discharges Magnolia of and from all claims, demands, actions and causes of action, in law or equity, which it has or claims to have against said Magnolia, prior to the date of this agreement, arising out of or in connection with the said Option Agreement of May 4, 1956, except so far as the same are set out and reconfirmed in this agreement, and this agreement shall supersede and take the place of any prior agreement relating to the subject matter herein contained.

14. Cocoa hereby expressly releases all claim or right to Well Site No. 6 as shown by the attached survey and description, marked Exhibit "D".

15. Cocoa agrees that the present litigation pending in the Circuit Court of Orange County, Florida, by and between said parties hereto, shall be dismissed and that it will pay the costs and expenses incurred by it.

16. This agreement shall be binding upon and inure to the benefit of the respective parties hereto and their successors and assigns, and no agreements or understandings shall be effective to alter, change or modify the terms and conditions hereof unless the same are in writing duly executed by the parties hereto by their authorized officers or agents.

IN WITNESS WHEREOF, Magnolia has caused these presents to be executed in its corporate name and its corporate seal to be affixed by its officers authorized by proper resolution of its Board of Directors, and Cocoa has caused these presents to be executed in its corporate name and its corporate seal affixed by its Mayor and City Clerk so authorized by a proper resolution adopted by its City Council, this 8th day of February, 1962.

MAGNOLIA RANCH, INC.

ATTEST: Mary E. Terry By _____
Secretary President

CITY OF COCOA

ATTEST: Kathryn A. Caldwell By _____
City Clerk Mayor

STATE OF FLORIDA :
COUNTY OF ORANGE : SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Leo Jenny and Mary E. Jenny, well known to me to be the President and Secretary respectively of the corporation named as First Party in the foregoing Agreement, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of February, 1962.

Notary Public, State of Florida

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 5, 1964
Bonded by American Surety Co. of N. Y.

Notary Public, State of Florida at Large
My Commission Expires Jan. 5, 1964
Bonded by American Surety Co. of N. Y.

STATE OF FLORIDA :
: SS.
COUNTY OF BREVARD :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Anthony Nunes and Kathryn A. Caldwell, well known to me to be the duly elected, qualified and acting Mayor and City Clerk, respectively, of the City of Cocoa, a municipal corporation organized and existing under the laws of the State of Florida, of Brevard County, Florida, and known to be the persons who executed the above and foregoing Agreement as such officers of the said corporation, and they severally acknowledged before me that they are such officers respectively of the said corporation and that as such officers of the said corporation they executed the above and foregoing Agreement for, on behalf, and in the name of said corporation for the uses and purposes therein expressed, and that the said Agreement is the free act and deed of the said corporation for the uses and purposes therein expressed. And the said Kathryn A. Caldwell as City Clerk as aforesaid, did further acknowledge before me that the corporate seal affixed to the above and foregoing Agreement is the true corporate seal of the said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of February, 19[illegible].

Notary Public, State of Florida
My commission expires: [illegible]

COPY

OPTION AGREEMENT

In consideration of the sum of FIVE THOUSAND DOLLARS ($5,000.00) cash in hand paid to the undersigned, MAGNOLIA RANCH, INC., a Florida corporation hereinafter referred to as "Magnolia" the receipt of which is hereby acknowledged, Magnolia hereby gives to the CITY OF COCOA, a Florida municipal corporation, hereinafter called "Cocoa", its successors and assigns the exclusive option to purchase for the further sum of Ninety-five Thousand Dollars ($95,000.00) (hereinafter called the "purchase price") on or before one hundred twenty (120) days from the date of this option, the property and easements hereinafter described, and Magnolia does agree that immediately upon notification within the option period of the election of Cocoa to exercise the option, to enter into a binding, enforceable and recordable agreement of sale, to contain the following terms and conditions:

1. Magnolia will agree to convey not less than one hundred sixty (160) acres of land, rectangular in shape, and located in Section 14, Township 24 South, Range 32 East, the exact location of said tract to be determined by Cocoa.

2. Magnolia to further agree to convey twenty (20) square one-acre tracts to be used as well sites to be located alongthe following roadways or rights-of-way:

(a) that certain old Railroad right-of-way which is located at or near the West boundary of Sections 14, 11, and 2 in Township 24 South, Range 32 East, for a distance of not more than three (3) miles measured from the rectangular tract in Section 14, referred to in "1" above, to be selected by Cocoa;

(b) that certain graded road extended westerly

EXHIBIT "A"

from Wewahotee (near the Northwest corner of Section 11, Township 24 South, Range 32 East, being also near a certain bench mark No. 69 marked on the map furnished by Magnolia) for a distance of not more than three (3) miles measured from the old Railroad right-of-way for said road, being in Sections 10, 3, 4 and 5, Township 24 South, Range 32 East.

Said agreement to provide that Cocoa shall have the right to select the actual locations of said well sites within a period of one (1) year from the date of said agreement of sale, during which time Cocoa shall have the right to drill any and all test wells at any place along the aforementioned rights-of-way. Said agreement to further provide that the location of said wells along the route specified in (b) above shall be adjacent to but outside of the existing two hundred foot right-of-way, which is the subject of an agreement between Magnolia and the County of Orange, EXCEPTING from this agreement, however, the homesite of George Terry, being described as Southeast Quarter of the Southwest Quarter of Section 4, Township 24 South, Range 32 East.

3. Said agreement to provide that Magnolia shall grant rights-of-way for the construction of collecting mains and for access to the well sites selected along the above described lines or roads with the further privilege of constructing and maintaining adequate roadways for the purpose of servicing said wells, and a further easement for a right-of-way for transmission line and an access road not less than seventy-five (75) feet in width from the location of the one hundred sixty (160) acre tract referred to in "1" above, to the East of the property of Magnolia at a point to be determined by Cocoa. Said agreement to further provide

that said easements for roadways shall be a private easement running to the City of Cocoa, its agents and employees, and no other parties; and to further provide that proper gates along said roadways may be maintained by Magnolia and locks placed thereon, so long as keys, which would allow access, are furnished Cocoa.

4. Said agreement to further provide that as a condition for the transfer of the title to said property and easements Cocoa will agree by proper recordable agreement not to locate any well nearer than two thousand (2,000) feet to any existing irrigation well, and to further provide that Magnolia would protect said well locations by providing that no additional wells in excess of six inches (6") in diameter would be located within two thousand (2,000) feet of the line designated for well sites in 2(a) and (b) above, until all of the twenty (20) well locations above mentioned have been located and conveyed, and that after such location and conveyance, Magnolia shall not locate any of its wells within two thousand (2,000) feet of any well location selected; and to further provide that no well of any description could be drilled or operated in violation of any regulations or requirements of the State Board of Health, or any other governmental agency within said two thousand (2,000) foot restricted area, and to further provide that if any existing on any property of Magnolia be abandoned that such well will be capped or filled in, in accordance with the State Board of Health specifications, so as to prevent any possible contamination of under-ground water supply.

5. Immediately upon receipt of written notice given by Cocoa to Magnolia of its intention to exercise this option, Magnolia will deliver within thirty (30) days from the receipt of said notice, an abstract of title covering

the entire property of Magnolia, for the purpose of examination and thereafter returned to Magnolia, showing a merchantable fee simple title of record to all of said property covered by this option to be in Magnolia, and counsel designated by Cocoa shall have a period of thirty (30) days in which to complete their examination of said abstract. In the event examining attorneys for Cocoa raise any objections to said title, Magnolia shall have a reasonable time to correct said defects, and in the event of any dispute as to the condition of said title, the delivery of a title insurance binder, issued by a reasonible and recognized title insurance company qualified to do business in Florida, shall constitute conclusive proof of the merchantability of said title. In the event such defects cannot be cured to the satisfaction of Cocoa, Cocoa shall have the right to either accept said property or to reject the same at its sole option, and in the event it elects to reject said title, then in that event neither party shall be further bound hereunder. After all well sites, as above mentioned, have been selected, Magnolia will cause to be prepared an abstract of title covering the property conveyed and deliver same to Cocoa.

6. Conveyances of the one hundred sixty (160) acre tract and the twenty (20) well sites above mentioned, shall be by standard form warranty deed, and upon delivery of the deed to the aforementioned one hundred sixty (160) acre tract, the balance of the purchase price of Ninety-five Thousand Dollars ($95,000.00) shall be paid by Cocoa to Magnolia, and Magnolia does agree that immediately upon the selection of the well sites and the routes for all easements mentioned herein shall be promptly executed by the proper officers of Magnolia on the request of Cocoa, and said

agreement for purchase shall contain proper covenants to assure such performance on the part of Magnolia.

7. Magnolia does agree upon the delivery of all conveyances contemplated herein to affix the required documentary stamps, both State and Federal, to said conveyances, and all taxes shall be pro rated as of the date of closing.

8. It is understood and agreed between the parties that all such conveyances shall convey said property without exception, except that said conveyances shall be subject to existing oil leases, which said lease rentals shall be pro rated as of date of closing.

IN WITNESS WHEREOF, Magnolia has caused these presents to be executed by its proper officers, duly authorized by proper resolution of its Board of Directors, this the 4th day of May, A. D. 1956.

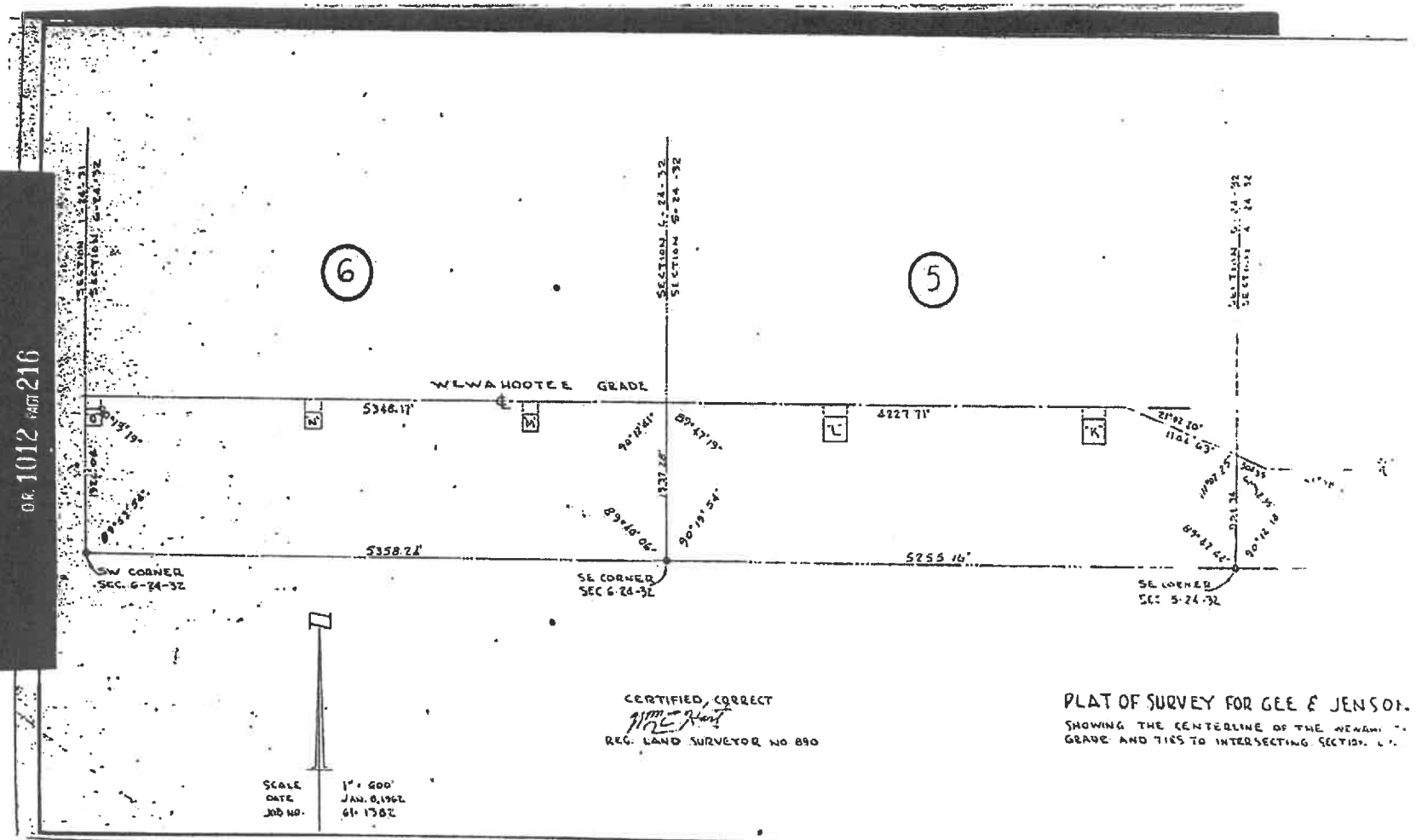
MAGNOLIA RANCH, INC.

By s/ George Terry

ATTEST:

s/ Mary E. Terry

OR. 1012 PAGE 216



CERTIFIED CORRECT

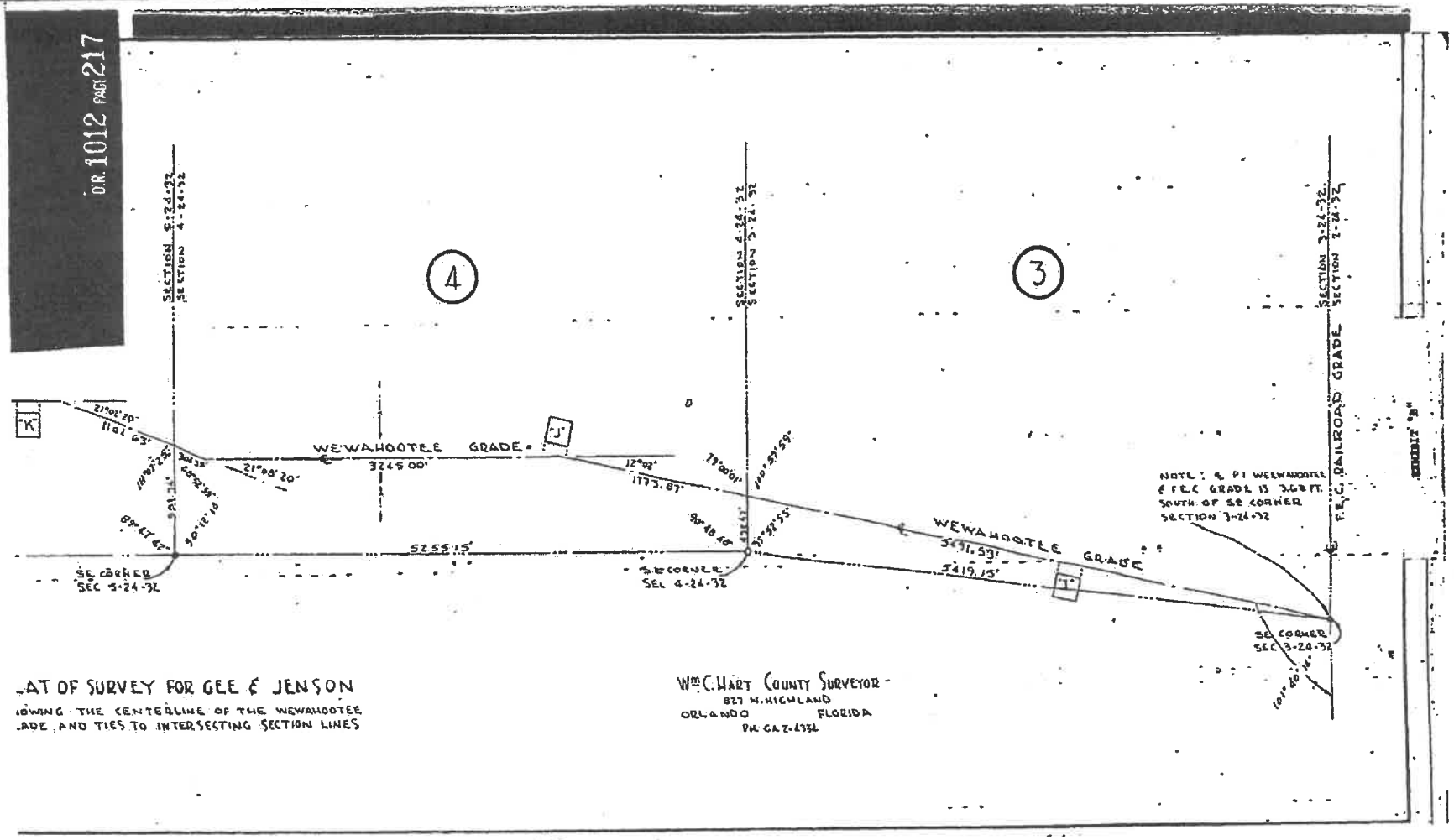
Wm. C. Hunt

REG. LAND SURVEYOR NO 890

PLAT OF SURVEY FOR GEE & JENSON

SHOWING THE CENTERLINE OF THE WEWAHOOTEE GRADE AND TIES TO INTERSECTING SECTION LINES

O.R. 1012 PAGE 217



PLAT OF SURVEY FOR GEE & JENSON

SHOWING THE CENTERLINE OF THE WEWAHOOTEE GRADE AND TIES TO INTERSECTING SECTION LINES

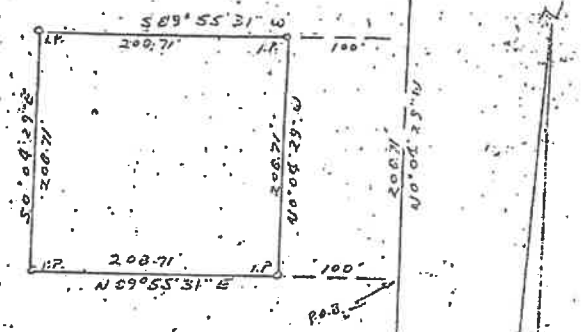
Wm. C. HART COUNTY SURVEYOR
827 N. HIGHLAND
ORLANDO FLORIDA
PH. GA 2-4334

O.R. 1012 PG 215

CITY OF COCOA, FLORIDA
PROPOSED CULVERTS AT
LITTLE CREEK-WEWAHOTEE GRADE

EXHIBIT "B"

O.R. 1012 PAGE 219



WELL SITE "A"

BEGINNING AT A POINT ON THE EAST LINE OF THE NE. ¼ OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 32 EAST 362.35 FT. N 0° 04' 29" W OF THE SE CORNER OF SAID NE¼, RUN N 0° 04' 29" W. 200.71 FT. THENCE S 89° 55' 31" W 200.71 FT. THENCE S 0° 04' 29" E 200.71 FT. THENCE N 89° 55' 31" E 200.71 FT. TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT OVER THE EAST 100 FT. THEREOF FOR ROAD PURPOSES.

CERTIFIED CORRECT

FOR: CITY OF COCOA
SCALE: 1" = 100'
DATE: APRIL 29, 1957
JOB NO. 57-238

W. C. HART -- Surveyor
LAND SURVEYING
1210 E. COLONIAL DR. PHONE 3-4334
ORLANDO, FLORIDA

REG. LAND SURVEYOR NO. 890

EXHIBIT "D"

No. 6

RECORDED & RECORD VERIFIED
Clerk of
Circuit Court, Orange Co., Fla.

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CITY OF COCOA, FLORIDA,

Petitioner,

vs.

CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah Corporation, d/b/a Deseret Ranches, et. al,

Respondents.

CASE NO.: CI90-3149

DIVISION: 35

FILED IN OPEN COURT
THIS 12th DAY OF March, 1991
Fran Carlton, Clerk
BY [signature] D.C.

1 c/c Compulaw
1 c/c Rad 4, 09

ORDER OF TAKING

THIS CAUSE came to be heard by the Court pursuant to Petitioner's Declaration of Taking and Estimate of Value. The Court, being fully advised in the premises, and upon consideration of the evidence presented and the arguments of counsel, it is

ORDERED AND ADJUDGED as follows:

3732378 Orange Co. FL.
03/12/91 12:17:28Pm

1. The Court has jurisdiction over the subject matter and parties to this cause.

OR4268PG1042

2. Proper notice was first given to all Respondents and all persons having or claiming any equity, lien, title or other interest in or to the real property described in the Petition.

3. The pleadings in this cause are sufficient, and Petitioner is properly exercising its delegated authority.

4. The estimate of value filed in this cause by Petitioner was made in good faith, and based upon a valid appraisal.

5. The Petitioner is entitled to possession of and title to

the property described in the attached "Exhibit A", prior to the entry of a final judgment, upon payment into the registry of this Court the deposit hereafter specified. Said deposit is not less than the Petitioner's estimate of value.

6. In accordance with the parties' Stipulation served on July 27, 1990, the Petitioner shall deposit a total amount of $60,900.00 in the registry of this Court within twenty days after the date of this Order. Upon making such deposit, the Petitioner shall notify, in writing, all attorneys of record and any Respondents not represented by counsel that the deposit has been made. Whereupon, possession of and title to the property described in the Petition and the attached "Exhibit A" shall vest in the Petitioner without further notice or order of this Court.

7. If the Petitioner fails to deposit said sum of money within the time provided, this Order shall be void and of no further force or effect.

DONE AND ORDERED in Orange County, Florida, this 6th day of March, 1991.

CIRCUIT JUDGE

Copies to: All counsel of record

OR4268PG1043

Exhibit A

I. Introduction - This exhibit identifies and describes the estates and interests in the real property of which Petitioner is entitled to possession prior to the entry of final judgment pursuant to the foregoing Order of Taking in order to construct, operate, and maintain three Floridan Aquifer Wells and other appurtenant structures (hereinafter collectively referred to as the "water production facilities") near or adjacent to Petitioner's existing wellfield located in Orange County, Florida for the public purpose of supplementing and supplying Petitioner's public water utility system.

II. Definitions of the Estates and Interests -

(a) As used herein, "fee simple" describes an estate which is clear of any conditions or restraints as to its use or disposition.

(b) As used herein, "permanent easement" includes the right to enter upon the affected lands, to clear the land of vegetation, to excavate, to construct, operate, and maintain the water production facilities, to construct, operate, and maintain electrical power facilities necessary to operate and maintain the water production facilities, and to prohibit the construction of any permanent structure on that portion of the property encumbered by the permanent easement. Provided, however, that upon completion of construction, the owner of the servient tenement in real property may utilize the land within the permanent easement for any purpose or use not inconsistent with Petitioner's operation and maintenance of the water production facilities. Such purposes or uses available to the owner of the servient tenement shall include: pasturing, crop cultivation, and ingress and egress across paved or unpaved areas. Inconsistent purposes or uses shall include: constructing or maintaining buildings and other structures (including but not limited to ditches, pits, wells, and tanks), and stockpiling materials. If the owner of the servient tenement places a fence or fences across the permanent easement, said owner shall provide a gate adequate to allow ingress and egress by Petitioner and its agents. In addition, the following provisions shall be applicable

to the permanent easement:

(1) The permanent easement shall be perpetual and nonexclusive, and Petitioner shall be entitled to convey right-of-way to such electrical utility agencies as is necessary for the construction, operation, and maintenance of the water production facilities.

(2) Temporary fencing may be constructed and maintained by Petitioner where necessary in an effort to minimize interruption of grazing patterns and to provide livestock control.

(3) Drainage ditches and structures, if damaged by construction, will be restored or replaced in-kind to equivalent or better condition.

(4) Fences, roadways and access structures, if damaged by construction, will be restored or replaced in-kind to equivalent or better condition. Petitioner will not use the area of the permanent easement during construction in a manner that will unreasonably restrict any ingress and egress to the servient tenement.

(5) All areas within and adjacent to the permanent easement disturbed by construction of the water production facilities will be seeded and mulched as the final phase of construction.

(6) The permanent easement shall not be fenced by Petitioner, except as described above, and the owner of the servient tenement shall have the right to cross over the permanent easement.

III. Identification and Description of the Estates and Interests in Real Property to be Condemned -

(a) "Well Site #20" is comprised of the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land lying in Sections 7 and 18, Township 24 South, Range 32 East, Orange County, Florida and being more particularly described as follows:

BEGIN at the Northwest corner of said Section 18, and run N.00 36'02"E., along the West line of said Section 7, a distance of 39.27 feet;

thence run S.89 31'11"E., a distance of 449.95 feet; thence run S.00'31'23"W., a distance of 450.00 feet; thence run N.89 28'37"W., a distance of 450.00 feet to a point on the West line of said Section 18; thence run N.00 31'23"E., along said West line, a distance of 410.40 feet to the POINT OF BEGINNING, containing 4.648 acres.

TOGETHER WITH a 60 foot wide permanent easement being more particularly described as follows:

Commence at the Southwest corner of said Section 7, and run N.00'36'02"E., along the West line of said West line, a distance of 39.27 feet to the POINT OF BEGINNING; thence continue N.00 36'02"E., along said West line, a distance of 1351.39 feet to a point on the South line of the existing "Well Site #19"; thence run S.89 36'16"E., along the South line of said, "Well Site #19", a distance of 60.00 feet; thence run S.00 36'02"W., a distance of 1351.48 feet; thence run N.89 31'11"W., a distance of 60.00 feet to the POINT OF BEGINNING, containing 1.861 acres.

(b) "Well Site #21" is comprised of the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land lying in Section 18, Township 24 South, Range 32 East, Orange County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 18, and run S.00 31'23"W., along the West line of said Section 18, a distance of 1710.40 feet to the POINT OF BEGINNING; thence continue S.00 31'23"W., along said West line, a distance of 450.00 feet; thence run S.89 28'37"E., a distance of 450.00 feet; thence run N.00 31'23"E., a distance of 450.00 feet; thence run N.89 28'37"W., a distance of 450.00 feet to the POINT OF BEGINNING, containing 4.648 acres.

TOGETHER WITH a 60 foot wide permanent easement, being more particularly described as follows:

Commence at the Northwest corner of said Section 18, and run S.00 31'23"W., along the

West line of said Section 18, a distance of 410.40 feet; thence run S.89 28'37"E., a distance of 250.00 feet to the POINT OF BEGINNING; thence continue S.89 28'37"E., a distance of 60.00 feet; thence run S.00 31'23"W., a distance of 1300.00 feet; thence run N.89 28'37"W., a distance of 60.00 feet; thence run N.00 31'23"E., a distance of 1300.00 feet to the POINT OF BEGINNING, containing 1.791 acres.

(c) "Well Site #22" is comprised of the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land lying in Section 18, Township 24 South, Range 32 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 18, and run S.00 31'23"W., along the West line of said Section 18, a distance of 2160.40 feet; thence run S.89 28'37"E., a distance of 1135.60; thence run S.29 49'23"E., a distance of 967.57 feet to the POINT OF BEGINNING; thence run S.00 37'10"W., a distance of 331.58 feet; thence run S.89 22'50"E., a distance of 450.00 feet; thence run N.00 37'10"E., a distance of 450.00 feet; thence run N.89 22'50"W., a distance of 450.00 feet; thence run S.00 37'10"W., a distance of 118.42 feet to the POINT OF BEGINNING, containing 4.648 acres.

TOGETHER WITH a 60 foot wide permanent easement being more particularly described as follows:

Commence at the Northwest corner of said Section 18, and run S.00 31'23"W., along the West line of said Section 18, a distance of 2160.40 feet; thence run S.89 28'37"E., a distance of 450.00 feet to the POINT OF BEGINNING; thence continue S.89 28'37"E., a distance of 685.60 feet; thence run S.29 49'23"E., a distance of 967.57 feet; thence run N.00 37'10"E., a distance of 118.42 feet; thence run N.29 49'23"W., a distance of 899.87 feet; thence run N.89 28'37"W., a distance of 720.00 feet; thence run S.00 31'23"W., a

distance of 60.00 feet to the POINT OF BEGINNING, containing 2.254 acres.

TOGETHER WITH a 60 foot wide permanent easement being more particularly described as follows:

Commence at the Northwest corner of said Section 18, and run S.00 31'23"W., along the West line of said Section 18, distance of 2160.40 feet; thence run S.89 28'37"E., a distance of 1135.60 feet; thence run S.29 49'23"E., a distance of 967.57 feet; thence run S.00 37'10"W., a distance of 331.58 feet; thence run S.89 22'50"E., a distance of 390.00 feet to the POINT OF BEGINNING; thence continue S.89 22'50"E., a distance of 60.00 feet; thence run S.00 37'10"W., a distance of 813.20 feet; thence run S.78 14'57"W., a distance of 61.43 feet; thence run N.00 37'10"E., a distance of 826.36 feet to the POINT OF BEGINNING, containing 1.129 acres.

OR 4268 PG 1048

RECORDED & RECORD VERIFIED
Martha O. Haynie
County Comptroller, Orange Co., FL

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

Orange Co FL 5188320
040495 07:32:26am
OR Bk 4874 Pg 1494

CITY OF COCOA, FLORIDA,

Petitioner,

vs. Case No. CI-91-8567

HOLLAND PROPERTIES, INC., et al.,

Respondents.
_____/

FILED IN OFFICE
CIVIL DIV.
1995 MAR 31 AM 10:03
JAMES CARLTON
CLERK CIR. COURT
ORANGE CO., FL

ORDER OF TAKING

THIS CAUSE came to be heard by the Court pursuant to the Declaration of Taking and Estimate of Value filed by Petitioner City of Cocoa ("COCOA"). The Court, being fully advised in the premises, and upon consideration of the evidence presented and the arguments of counsel, makes the following findings:

1. This is an eminent domain action wherein COCOA seeks to condemn certain interests in real property currently owned by Respondent Holland Properties, Inc. ("HOLLAND").

2. COCOA owns and operates a public water utility system which supplies potable water to various customers within Brevard County, including the City of Cocoa, the City of Cocoa Beach, the City of Rockledge, the City of Cape Canaveral, certain unincorporated areas of Brevard County, Merritt Island, Patrick Air Force Base, Kennedy Space Center, Cape Canaveral Air Force Station, and the Cocoa Beach Ocean Tracking Annex. COCOA has contractual obligations to provide water to these areas and governmental facilities.

3. COCOA's service area was created by special act of the Florida Legislature in 1957. See, Ch. 57-1232, Laws of Fla. (1957). That special act also provides that COCOA may exercise the power of eminent domain outside of Brevard County for purposes of expanding its water system.

4. COCOA's utility system currently obtains all of its water from a wellfield located in Orange County. The wellfield is located in Orange County instead of Brevard County due to the poor quality of groundwater in Brevard County. The entire wellfield is composed of an eastern and a western portion, which are referred to as the "Eastern Wellfield" and the "Western Wellfield", respectively.

5. On December 13, 1990 (following a collateral administrative hearing involving COCOA, HOLLAND, and other parties), the St. Johns River Water Management District ("**SJRWMD**") entered a final order and issued COCOA a consumptive use permit authorizing water withdrawals from various existing and proposed wells. Three of the proposed new wells (i.e., "**Wells 31, 32, and 33**") were to be located on land currently owned by HOLLAND. SJRWMD's final order was appealed by HOLLAND and others, and was affirmed by the Florida Fifth District Court of Appeal in Corp. of the President of the Church of Jesus Christ of Latter Day Saints v. St. Johns River Water Management District, 590 So.2d 427 (Fla. 5th DCA 1991).

6. Because of water quality problems in the Eastern Wellfield, Conditions 17 through 20 of the SJRWMD permit require COCOA to

substantially reduce its pumpage in the Eastern Wellfield. Although Conditions 17, 18 and 19 allow this reduction to follow the construction of Wells 31, 32 and 33, Condition 20 requires COCOA to reduce production in the Eastern Wellfield, regardless of COCOA's ability to construct other wells in the Western Wellfield.

7. In September 1991, the City filed its petition against HOLLAND in the instant eminent domain action. The petition described three fee simple 4.5 acre well sites and associated permanent easements for pipelines, electrical facilities, and ingress and egress (the "**Subject Property**"). COCOA intends to use the Subject Property to construct and operate Wells 31, 32, and 33 and appurtenant facilities.

OR Bk 4874 Pg 1496
Orange Co FL 5188320

8. Since the inception of this case, Respondent has opposed COCOA's request for Order of Taking, alleging that COCOA has no reasonable necessity for the Subject Property, and that COCOA has acted in bad faith and/or abused its discretion.

9. An Order of Taking Hearing was conducted on February 25 and 26, 1992. Thereafter, by Order dated April 27, 1992, this Court found that COCOA failed to demonstrate a reasonable necessity for the taking, based on the following grounds: (a) COCOA's water demand projections were over-stated; (b) since the administrative hearing in 1990, COCOA acquired substantial water resources which eliminated the need to acquire HOLLAND's property; (c) COCOA's aquifer storage and recovery ("**ASR**") system would assist COCOA in meeting future demands; (d) COCOA was in the process of obtaining approval to use the Taylor Creek Reservoir, which was scheduled to

be on line for COCOA's use by 1997; and (e) neither water quality issues nor the terms of COCOA's permit demonstrated a reasonable necessity for HOLLAND's property.

10. COCOA appealed this Court's April 27, 1992 Order to the Florida Fifth District Court of Appeal. In a decision dated September 3, 1993, the appellate court reversed, and held that each of the "post-permit events" described above had been addressed in the prior administrative hearing. In conclusion, the appellate court ruled as follows:

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> The issue of the necessity for the taking must be resolved in Cocoa's favor based upon the issuance of the district's consumptive use permit, and based upon a review of the hearing officer's findings of facts that contemplated each of the post-permit factors used by the trial court to support the denial of the taking.
>
> We vacate the order denying the taking for failure to show a reasonable necessity and remand to the trial court for further consideration of Holland's claim alleging that Cocoa abused its discretion or acted in bad faith attempting to condemn Holland's lands.

City of Cocoa v. Holland Properties, Inc., 625 So.2d 17, 20-21 (Fla. 5th DCA 1993), rev. den., 634 So.2d 624 (Fla. 1994).

11. Thereafter, COCOA filed a "Motion for Entry of Order of Taking" requesting, among other things, that this Court consider HOLLAND's claims of bad faith and abuse of discretion without taking additional evidence. By Order dated July 12, 1994, this Court denied COCOA's motion, and ruled:

> ... The appellate court has specifically held that the City made out its prima facie case, but Holland must be allowed to present evidence of any subsequent events that show bad faith or abuse of discretion in maintaining the suit. However, this new evidence may only concern events which occurred between the time of the appealed order and the present. ...

CONSIDERED, ORDERED AND ADJUDGED that

. . . . .

> 3. The parties shall set this matter for continuation of the nonjury trial. At the continued trial, the court will only receive new evidence as to matters subsequent to the rendition of the vacated order denying the taking. The parties should appear, however, prepared to argue from the entire record of the trial.

(Emphasis added).

12. Thereafter, on March 21 and 22, 1995, a nonjury trial was conducted wherein the parties presented their evidence of subsequent events concerning HOLLAND's claims of bad faith and abuse of discretion.

OR Bk 4874 Pg 1498
Orange Co FL 5188320

Based on the evidence presented and the arguments of counsel, it is **ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and parties to this cause.

2. Proper notice was first given to all Respondents and all persons having or claiming any equity, lien, title or other interest in or to the subject real property.

3. The pleadings in this cause are sufficient, and COCOA is properly exercising its delegated authority.

4. As determined by the Florida Fifth District Court of Appeal, COCOA has demonstrated a reasonable necessity for acquiring the Subject Property. Accordingly, HOLLAND had the burden of proving its affirmative defense that COCOA has acted in bad faith or abused its discretion.

5. As explained below, the greater weight of the evidence does not support HOLLAND's claims that COCOA has acted in bad faith

or abused its discretion in maintaining this eminent domain action:

(a) HOLLAND's evidence concerning COCOA's water demand projections does not demonstrate bad faith or abuse of discretion. The Florida Fifth District Court of Appeal's decision is instructive on this point:

> ... The hearing officer's findings of fact numbers 42 through 46 envisioned the possibility of projected demands being overstated. Finding number 44 states: "It is generally preferable to over-project demand, rather than under-project and have insufficient water available for the served area's needs." Moreover, in finding number 45 the hearing officer noted a condition of the permit "reserves to the District the right to modify annual allocations if the permittee does not reach its new projected demand." The district's solution appears reasonably to be that, if the demand is not there, the District *reduces* the allocation or the authority for withdrawal rather than *closes* a well site.

Corp. of the President, 625 So.2d at n. 1(a) (emphasis in original). The evidence has not demonstrated that since the original Order of Taking Hearing, SJRWMD has either reduced COCOA's allocation or closed any of the subject well sites. In any event, it is reasonable to conclude that the water demands of COCOA's service area will increase at some rate in the future. COCOA has a duty to plan for its future long term water demands, and therefore, an immediate need for Wells 31, 32, and 33 is not required. See, Carlor Co. v. City of Miami, 62 So.2d 897, 902 (Fla. 1953), cert. den., 346 U.S. 821 (1953); City of Jacksonville v. Griffin, 346 So.2d 988, 991 (Fla. 1977).

(b) HOLLAND's evidence concerning COCOA's ASR system

OR Bk 4874 Pg 1499
Orange Co FL 5188320

does not demonstrate bad faith or abuse of discretion. Once again, the Florida Fifth District Court of Appeal's decision controls this issue:

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> The trial court's order provides that aquifer storage and recovery system (ASR) wells will assist in meeting the water demands and that concerns raised by the hearing officer regarding the viability of ASR's have been eliminated. The hearing officer recognized in finding of fact number 54 that ASR wells were part of the proposed water system and that ASR wells do not produce new water, but provide additional storage capacity, much like above-ground tanks. The officer stated that, "ASR wells cannot be considered a reliable substitute for additional production wells at this time."

Corp. of the President, 625 So.2d at n. 1(c). The evidence demonstrated that since the original Order of Taking Hearing, ASR wells still do not produce new water but only provide additional storage capacity. COCOA's success in implementing its ASR system was already demonstrated by HOLLAND at the original Order of Taking Hearing, but the ASR system's success has not caused SJRWMD to reduce COCOA's allocation or close any of the subject well sites.

(c) HOLLAND's evidence concerning COCOA's ability to utilize the Taylor Creek Reservoir does not demonstrate bad faith or abuse of discretion. Although SJRWMD has issued COCOA a consumptive use permit authorizing withdrawals from the Taylor Creek Reservoir, that source is not expected to be on-line earlier than 1998. Further, the Taylor Creek withdrawals are permitted *in addition to* the previously authorized wellfield withdrawals, and are *not intended as a*

substitute for the wellfield, which is a much more reliable and economic source of water. In addition, COCOA's consumptive use permit places substantial restrictions on COCOA'S ability to withdraw water from the Taylor Creek Reservoir. For example, Condition 21 prohibits COCOA from withdrawing any water when the reservoir's water level falls below 39 feet NGVD. The evidence demonstrated that the reservoir's water levels are subject to significant fluctuation and, over a 20 year period, the water levels are expected to fall below 39 feet NGVD about 10% of the time. Conditions 24 through 36 require COCOA to conduct extensive monitoring of downstream environmental impacts and require withdrawals to be reduced if downstream wetlands, or certain endangered plants species, or the Tosohatchee Reserve are adversely affected. Finally, COCOA's ability to obtain a permit for the Taylor Creek Reservoir has not caused SJRWMD to reduce COCOA's wellfied allocation or close any of the subject well sites. Based on these and other factors, it is clear that COCOA's decision to rely upon its wellfield as its primary source of drinking water does not constitute bad faith or an abuse of discretion.

OR Bk 4874 Pg 1501
Orange Co FL 5188320

(d) The evidence demonstrated that the water quality problems in the Eastern Wellfield have intensified since the administrative hearing. The final order and consumptive use permit issued by SJRWMD determined and required this water quality problem to be resolved by shifting pumpage from the

Eastern Wellfield to the Western Wellfield. This shift contemplated the implementation of withdrawals from proposed Wells 31, 32, and 33. COCOA's desire to address this water quality problem in the manner approved and required by SJRWMD is not bad faith or an abuse of discretion.

(e) The evidence does not demonstrate that COCOA has acted in bad faith in maintaining this eminent domain action. COCOA has attempted to increase its available water supply in order to meet the future demands of its service area, and to address water quality problems. COCOA has relied in good faith on the advice of its expert consultants as well as the plan approved and required by SJRWMD. At best, the evidence reveals there is a difference of opinion between HOLLAND's experts and COCOA's experts. Where reasonable people can differ as to the propriety of the action being taken, a trial court cannot find that the condemning authority has abused its discretion. School Bd. of Broward County v. Viele, 459 So.2d 354, 356-357 (Fla. 4th DCA 1984), citing, Canakaris v. Canakaris, 382 So.2d 1197 (Fla. 1980). In this case, it cannot be said that no reasonable person can agree with COCOA's desire to acquire the Subject Property.

6. The estimate of value filed in this cause by COCOA was made in good faith, and based upon a valid appraisal.

7. COCOA is entitled to possession of and title to the property described in the attached "Exhibit A", prior to the entry of a final judgment, upon payment into the registry of this Court

OR Bk 4874 Pg 1502
Orange Co FL 5188320

the deposit hereafter specified. Said deposit is not less than COCOA's estimate of value.

8. COCOA shall deposit a total amount of $61,966.00 in the Court Registry within twenty (20) days after the date of this Order. Upon making such deposit, COCOA shall notify, in writing, all attorneys of record and any Respondents not represented by counsel that the deposit has been made. Whereupon, possession of and title to the property described in the attached "Exhibit A" shall vest in COCOA without further notice or order of this Court.

9. If COCOA fails to deposit said sum of money within the time provided, this Order shall be void and of no further force or effect.

10. Jurisdiction is hereby reserved for purposes of determining HOLLAND's claims for full compensation, withdrawal and/or apportionment of funds deposited in the Court Registry, and attorneys' fees and costs.

DONE AND ORDERED in Orange County, Florida, this 31 day of March, 1995.

LAWRENCE R. KIRKWOOD
CIRCUIT COURT JUDGE

Conformed Copies to:

Bradly R. Bettin, Esquire, 96 Willard St., Suite 302, Cocoa, FL 32922-7998
David M. Caldevilla, Esquire, P.O. Box 2350, Tampa, FL 33601-2350
Paul A. Turk, Jr., Esquire, 340 North Orange Ave., Orlando, FL 32802-3628
Robert W. Morrison, Esquire, 340 North Orange Ave., Orlando, FL 32802-3628
George L. Dorsett, Esquire, 100 East Pine St., Orlando, FL 32801

OR Bk 4874 Pg 1503
Orange Co FL 5188320

ROBERT M. PACKARD & ASSOC., INC.
SURVEYORS - PLANNERS - ENGINEERS



OR Bk 4874 Pg 1504
Orange Co FL 5188320

DESCRIPTION OF WELL FIELD SITE #31:

A parcel of land lying in Sections 18 and 19, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

BEGIN at a concrete monument marking the Northwest corner of said Section 19 and run S.00° 29'34"W., along the West line of the Northwest 1/4 of said Section 19, a distance of 433.00 feet to an iron rod; thence S.89°30'26"E., perpendicular to said West line, a distance of 450.04 feet to an iron rod; thence N.00°29'34"E., parallel to said West line of the Northwest 1/4, a distance of 450.00 feet to an iron rod; thence N.89°30'26"W., perpendicular to said West line of the Northwest 1/4, a distance of 450.00 feet to an iron rod on the West line of the Southwest 1/4 of aforesaid Section 18; thence S.00°37'50"W., along the West line of said Southwest 1/4, a distance of 17.00 feet to the POINT OF BEGINNING; containing 4.649 acres.

TOGETHER WITH: a 60 foot wide Utility and Access Easement being more particularly described as follows:

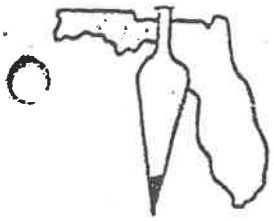
Commence at a concrete monument marking the Northwest corner of Section 19, Township 24 South, Range 32 East, Orange County, Florida, and run N.00°37'50"E., along the West line of the Southwest 1/4 of Section 18, Township 24 South, Range 32 East, a distance of 17.00 feet to the Northwest corner of City of Cocoa Well Field Site #31, the POINT OF BEGINNING; thence continue N.00°37'50"E., a distance of 657.77 feet to a point on the Southerly top of bank of Disston Canal; thence N.78°13'11"E., along said Southerly top of bank, a distance of 2063.53 feet; thence N.00°37'10"E., a distance of 41.11 feet to a point on the approximate centerline of said Disston Canal; thence N.78°14'57"E., along said centerline, a distance of 61.43 feet; thence S.00°37'10"W., a distance of 102.51 feet; thence S.78°13'11"W., parallel to and 60 feet distant Southerly, by right angle measurement, from the aforesaid Southerly top of bank of Disston Canal, a distance of 2063.53 feet; thence S.00°37'50"W., a distance of 609.39 feet to a point on the North line of aforesaid City of Cocoa Well Field Site #31; thence N.89°30'26"W., along said North line, a distance of 60.00 feet to the POINT OF BEGINNING; containing 3.814 acres.

Prepared for: City of Cocoa
February 19, 1992

EXHIBIT "A" (Page 1 of 3)

978 BREVARD AVENUE • P.O. BOX 550445 • ROCKLEDGE, FLORIDA 32955-0445 • PHONE: (407) 632-6335

ROBERT M. PACKARD & ASSOC., INC.
SURVEYORS - PLANNERS - ENGINEERS



OR Bk 4874 Pg 1505
Orange Co FL 5188320

DESCRIPTION OF WELL FIELD SITE #32:

A parcel of land lying in Section 19, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of said Section 19, and run S.00°29'34"W., along the West line of the Northwest 1/4 of said Section 19, a distance of 1199.38 feet; thence S.31°55'11"E., a distance of 496.61 feet to an iron rod, the POINT OF BEGINNING; thence N.89°22'50"W., a distance of 100.00 feet to an iron rod; thence S.00°37'10"W., perpendicular to the first course of this description, a distance of 450.00 feet to an iron rod; thence S.89°22'50"E., parallel to the first course of this description, a distance of 450.00 feet to an iron rod; thence N.00°37'10"E., perpendicular to the first course of this description, a distance of 450.00 feet to an iron rod; thence N.89°22'50"W., parallel to the first course of this description, a distance of 350.00 feet to the POINT OF BEGINNING; containing 4.649 acres.

TOGETHER WITH: a 60 foot wide Utility and Access Easement being more particularly described as follows:

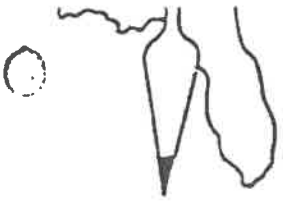
Commence at a concrete monument marking the Northwest corner of Section 19, Township 24 South, Range 32 East, and run S.00°29'34"W., along the West line of the Northwest 1/4 of said Section 19, a distance of 433.00 feet to an iron rod monumenting the Southwest corner of City of Cocoa Well Field Site #31, the POINT OF BEGINNING; thence continue S.00°29'34"W., along said West line, a distance of 766.38 feet; thence S.31 55'11"E., a distance of 496.61 feet to an iron rod on the North line of City of Cocoa Well Field Site #32; thence S.89°22'50"E., along said North line, a distance of 71.17 feet to an iron rod; thence N.31°55'11"W., a distance of 517.45 feet; thence N.00°29'34"E., parallel to and 60 feet distant, by right angle measurement, from the aforesaid West line of the Northwest 1/4, a distance of 748.94 feet to an iron rod on the South line of aforesaid City of Cocoa Well Field Site #31; thence N.89°30'26"W., along said South line, a distance of 60.00 feet to the POINT OF BEGINNING; containing 1.742 acres.

Prepared for: City of Cocoa
February 19, 1992

EXHIBIT "A" (Page 2 of 3)

875 BREVARD AVENUE • P.O. BOX 560445 • ROCKLEDGE, FLORIDA 32956-0445 • PHONE: (407) 632-6335

ROBERT M. PACKARD & ASSOC., INC.
SURVEYORS - PLANNERS - ENGINEERS



DESCRIPTION OF WELL FIELD SITE #33:

A parcel of land lying in Section 19, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of said Section 19, and run S.00 29'34"W., along the West line of the Northwest 1/4 of said Section 19, a distance of 1199.38 feet; thence S.31 55'11"E., a distance of 496.61 feet to a point on the North line of City of Cocoa Well Field Site #32; thence N.89 22'50"W., along said North line a distance of 100.00 feet to the Northwest corner of said Site #32; thence S.00 37'10"W., along the West line of said Site #32, a distance of 450.00 feet to the Southwest corner of said Site #32; thence S.89 22'50"E., along the South line of said Site #32, a distance of 450.00 feet to the Southeast corner of said Site #32; thence S.00 37'10"W., a distance of 170.52 feet; thence S.44 22'50"E., a distance of 424.26 feet; thence S.00 37'10"W., a distance of 323.73 feet; thence S.44 22'50"E., a distance of 432.40 feet to an iron rod, the POINT OF BEGINNING; thence S.89 22'50"E., a distance of 450.00 feet to an iron rod; thence S.00 37'10"W., perpendicular to the first course of this description, a distance of 450.00 feet to an iron rod; thence N.89 22'50"W., parallel to the first course of this description, a distance of 450.00 feet to an iron rod; thence N.00 37'10"E., perpendicular to the first course of this description, a distance of 450.00 feet to the POINT OF BEGINNING; containing 4.649 acres.

TOGETHER WITH: a 60 foot wide Utility and Access Easement being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of said Section 19, and run S.00 29'34"W., along the West line of the Northwest 1/4 of said Section 19, a distance of 1199.38 feet; thence S.31 55'11"E., a distance of 496.61 feet to a point on the North line of City of Cocoa Well Field Site #32; thence N.89 22'50"W., along said North line a distance of 100.00 feet to the Northwest corner of said Site #32; thence S.00 37'10"W., along the West line of said Site #32, a distance of 450.00 feet to the Southwest corner of said Site #32; thence S.89 22'50"E., along the South line of said Site #32, a distance of 390.00 feet to the POINT OF BEGINNING; thence continue S.89 22'50"E., along said South line, a distance of 60.00 feet to the Southeast corner of said Site #32; thence S.00 37'10"W., a distance of 170.52 feet; thence S.44 22'50"E., a distance of 424.26 feet; thence S.00 37'10"W., a distance of 323.73 feet; thence S.44 22'50"E., a distance of 432.40 feet to an iron rod monumenting the Northwest corner of City of Cocoa Well Field Site #33; thence S.00 37'10"W., along the West line of said Site #33, a distance of 84.85 feet; thence N.44 22'50"W., a distance of 517.25 feet; thence N.00 37'10"E., a distance of 323.73 feet; thence N.44 22'50"W., a distance of 424.26 feet; thence N.00 37'10"E., a distance of 195.37 feet to the POINT OF BEGINNING; containing 1.936 acres.

OR Bk 4874 Pg 1506
Orange Co FL 5188320

Prepared for: City of Cocoa
Revision dated February 24, 1992

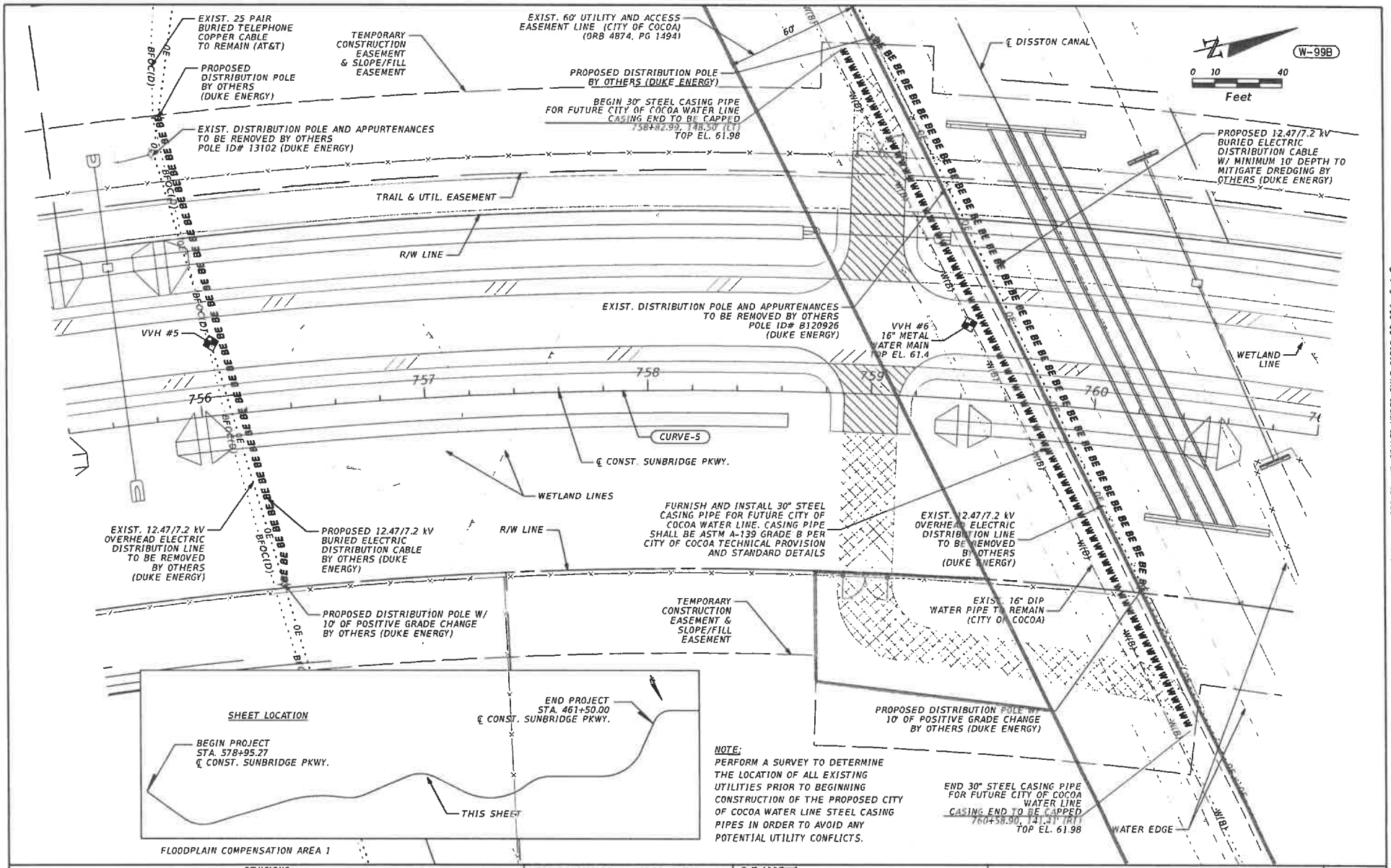
EXHIBIT "A" (Page 3 of 3)

976 BEVILLE • P.O. BOX 592445 • ROCKLEDGE, FLORIDA 32955-0445 • PHONE 407-632-6335

Record Verified - Martha O. Haynie

SCHEDULE D

County's Construction Plan Sheets



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

TROY W. VARGAS, P.E. LICENSE NO. 57621

WBQ Design & Engineering, Inc.
201 N. Magnolia Ave. Suite 200
Orlando Fl. 32801
Phone 407.839.4300
Fax 407.839.1621
CERTIFICATE OF AUTHORIZATION NO. 6796

ORANGE COUNTY GOVERNMENT FLORIDA

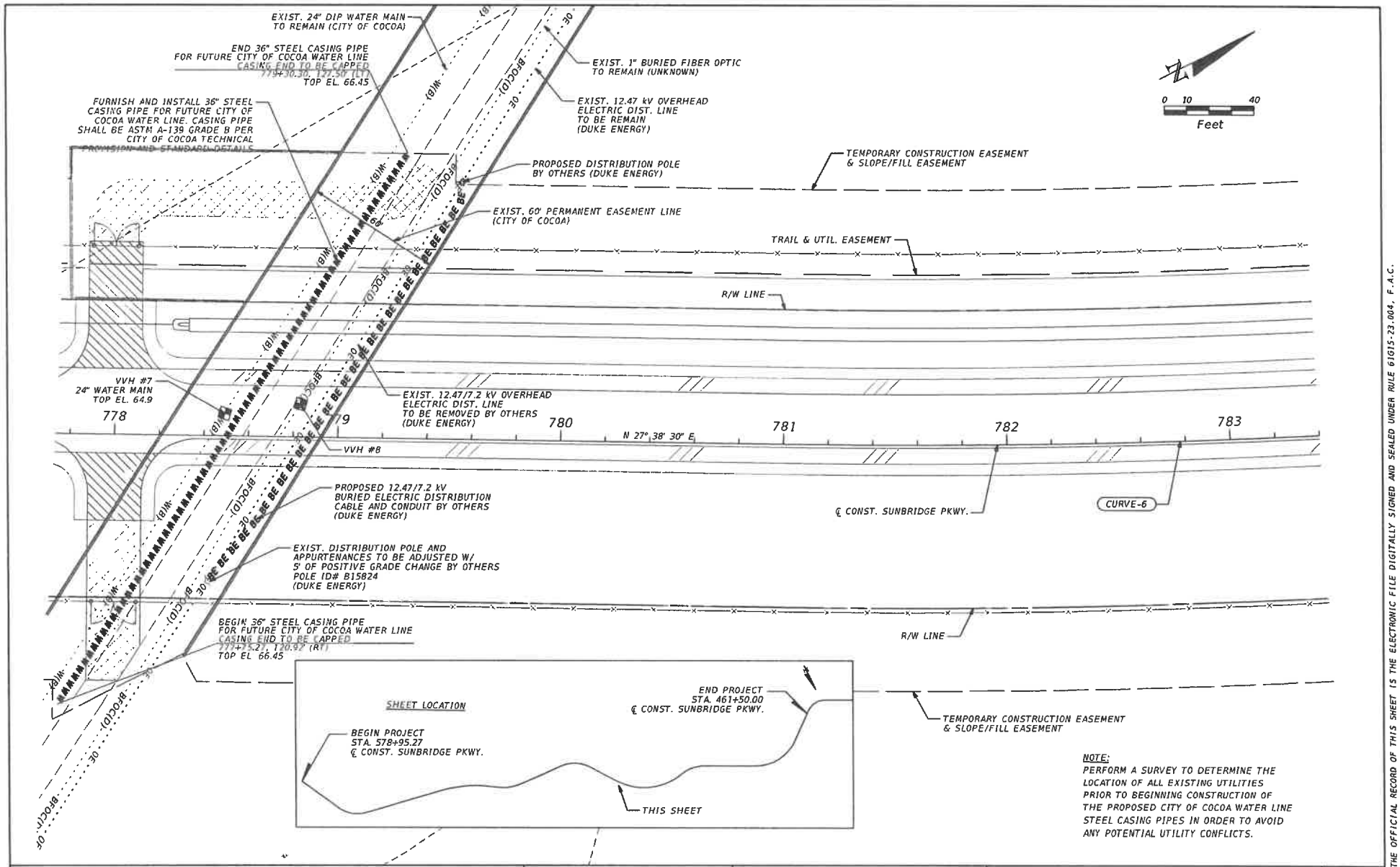
ORANGE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839
(407) 836-7900

UTILITY ADJUSTMENT PLAN SHEET (1)

SHEET NO. 720

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NOTE:
PERFORM A SURVEY TO DETERMINE THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION OF THE PROPOSED CITY OF COCOA WATER LINE STEEL CASING PIPES IN ORDER TO AVOID ANY POTENTIAL UTILITY CONFLICTS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

TROY W. VARGAS, P.E. LICENSE NO. 57621
WBQ Design & Engineering, LLC
201 N. Magnolia Ave. Suite 200 Orlando FL 32801
Phone 407.839.4300 Fax 407.839.1621
CERTIFICATE OF AUTHORIZATION NO. 6796

ORANGE COUNTY GOVERNMENT FLORIDA

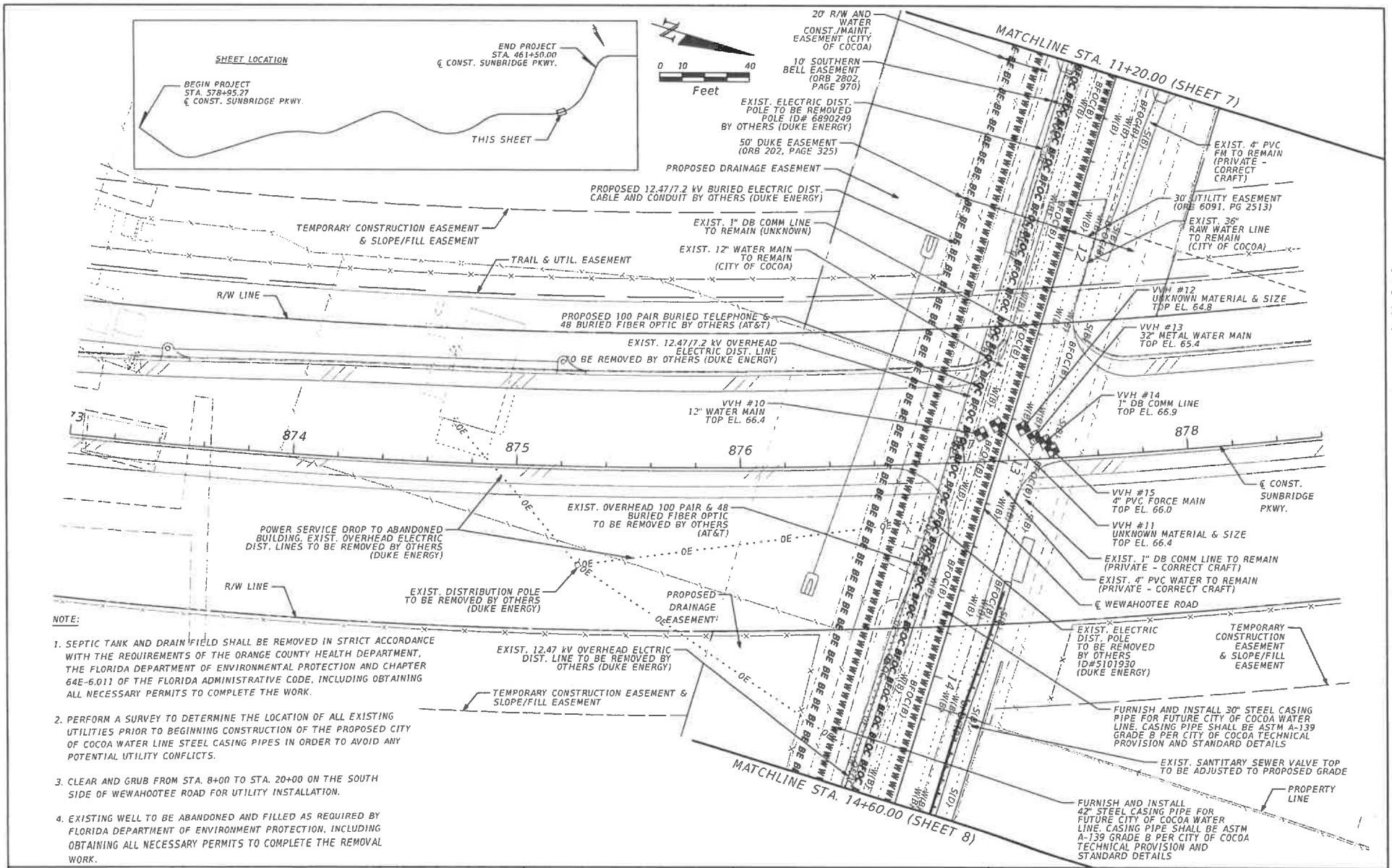
ORANGE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839
(407) 836-7900

UTILITY ADJUSTMENT PLAN SHEET (2)

SHEET NO. 721

amorena 8/27/2021 6:13:54 PM P:\19TAV_SUNB_XXXXXXXXXX\Utilities\UTADJW40_2.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NOTE:

1. SEPTIC TANK AND DRAIN FIELD SHALL BE REMOVED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE ORANGE COUNTY HEALTH DEPARTMENT, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND CHAPTER 64E-6.011 OF THE FLORIDA ADMINISTRATIVE CODE, INCLUDING OBTAINING ALL NECESSARY PERMITS TO COMPLETE THE WORK.
2. PERFORM A SURVEY TO DETERMINE THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION OF THE PROPOSED CITY OF COCOA WATER LINE STEEL CASING PIPES IN ORDER TO AVOID ANY POTENTIAL UTILITY CONFLICTS.
3. CLEAR AND GRUB FROM STA. 8+00 TO STA. 20+00 ON THE SOUTH SIDE OF WEWAHOOTEE ROAD FOR UTILITY INSTALLATION.
4. EXISTING WELL TO BE ABANDONED AND FILLED AS REQUIRED BY FLORIDA DEPARTMENT OF ENVIRONMENT PROTECTION, INCLUDING OBTAINING ALL NECESSARY PERMITS TO COMPLETE THE REMOVAL WORK.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

TROY W. VARGAS, P.E. LICENSE NO. 57521
WBQ Design & Engineering
201 N. Magnolia Ave. Suite 200 Orlando Fl. 32801 Phone 407.839.4300 Fax 407.839.1621
CERTIFICATE OF AUTHORIZATION NO. 6796

ORANGE COUNTY GOVERNMENT FLORIDA

ORANGE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839
(407) 836-7900

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UTILITY ADJUSTMENT PLAN SHEET (3)

SHEET NO. 722

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Sunbridge, Orange County
Sunbridge Parkway Segments 2-4
Parcel 8001U
Access Easement
CFPH 1600
CS#20-128(53)

Description:

That part of Section 18, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 18; thence N89°49'15"E along the North line of the Northwest 1/4 of said Section 18, a distance of 2002.10 feet to a non-tangent curve concave Westerly having a radius of 3547.50 feet and a chord bearing of S05°47'59"W; thence departing said North line run Southerly along the arc of said curve through a central angle of 43°41'02" for a distance of 2704.71 feet to the point of tangency; thence S27°38'30"W, 737.31 feet; thence S62°21'30"E, 7.50 feet; thence S27°38'30"W, 1056.98 feet to the point of curvature of a curve concave Easterly having a radius of 1920.00 feet and a chord bearing of S22°34'44"W; thence Southwesterly along the arc of said curve through a central angle of 10°07'33" for a distance of 339.32 feet to the Southerly line of the 60.00 foot wide Utility and Access Easement, as described in Official Records Book 4874, Page 1494, of the Public Records of Orange County, Florida, as amended in Official Records Book 4954, Page 1678, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southerly line continue Southerly along the arc of said curve concave Easterly having a radius of 1920.00 feet and a chord bearing of S16°23'59"W through a central angle of 02°13'56" for a distance of 74.80 feet to a radial line; thence S74°42'59"E along said radial line, 43.07 feet; thence N22°36'45"E, 104.47 feet to the aforesaid Southerly line of the 60.00 foot wide Utility and Access Easement; thence S77°35'26"W along said Southerly line, 62.05 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2007 Datum; the reciprocal grid factor is 1.00005499931.

Containing 0.098 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8001U

Description:

That part of Section 18, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 18; thence N89°49'15"E along the North line of the Northwest 1/4 of said Section 18, a distance of 2002.10 feet to a non-tangent curve concave Westerly having a radius of 3547.50 feet and a chord bearing of S05°47'59"W; thence departing said North line run Southerly along the arc of said curve through a central angle of 43°41'02" for a distance of 2704.71 feet to the point of tangency; thence S27°38'30"W, 737.31 feet; thence S62°21'30"E, 7.50 feet; thence S27°38'30"W, 1056.98 feet to the point of curvature of a curve concave Easterly having a radius of 1920.00 feet and a chord bearing of S22°34'44"W; thence Southwesterly along the arc of said curve through a central angle of 10°07'33" for a distance of 339.32 feet to the Southerly line of the 60.00 foot wide Utility and Access Easement, as described in Official Records Book 4874, Page 1494, of the Public Records of Orange County, Florida, as amended in Official Records Book 4954, Page 1678, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southerly line continue Southerly along the arc of said curve concave Easterly having a radius of 1920.00 feet and a chord bearing of S16°23'59"W through a central angle of 02°13'56" for a distance of 74.80 feet to a radial line; thence S74°42'59"E along said radial line, 43.07 feet; thence N22°36'45"E, 104.47 feet to the aforesaid Southerly line of the 60.00 foot wide Utility and Access Easement; thence S77°35'26"W along said Southerly line, 62.05 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2007 Datum; the reciprocal grid factor is 1.00005499931.

Containing 0.098 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, North American Datum of 1983/2007 Adjustment, East Zone, deriving a bearing of North 89°49'15" East along the North line of the Northwest 1/4 of Section 18, Township 24 South, Range 32 East.
3. The existing easements shown hereon are based on an Ownership and Encumbrance Report, File Number 2037-5228068, dated 03/03/2021, prepared by First American Title Insurance Company.

LEGEND

CFPH 200	CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC
SEC 18-24-32	SECTION 18, TOWNSHIP 24 SOUTH, RANGE 32 EAST
℄	CENTERLINE
PL	PROPERTY LINE
CCR	CERTIFIED CORNER RECORD
CM	CONCRETE MONUMENT
FND	FOUND
ID	IDENTIFICATION
IRC	IRON ROD & CAP
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
NT	NON-TANGENT
(NR)	NON-RADIAL
(R)	RADIAL
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
RT	RIGHT
N/A	NOT APPLICABLE
NAD 83	NORTH AMERICAN DATUM OF 1983
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING

PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 1600

PROJECT NUMBER
CIP 5149

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Rocky L. Carson September 22, 2022
Florida Professional Surveyor and Mapper
Certificate No. 4285

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE. (5J-17.062(3) F.A.C.), OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

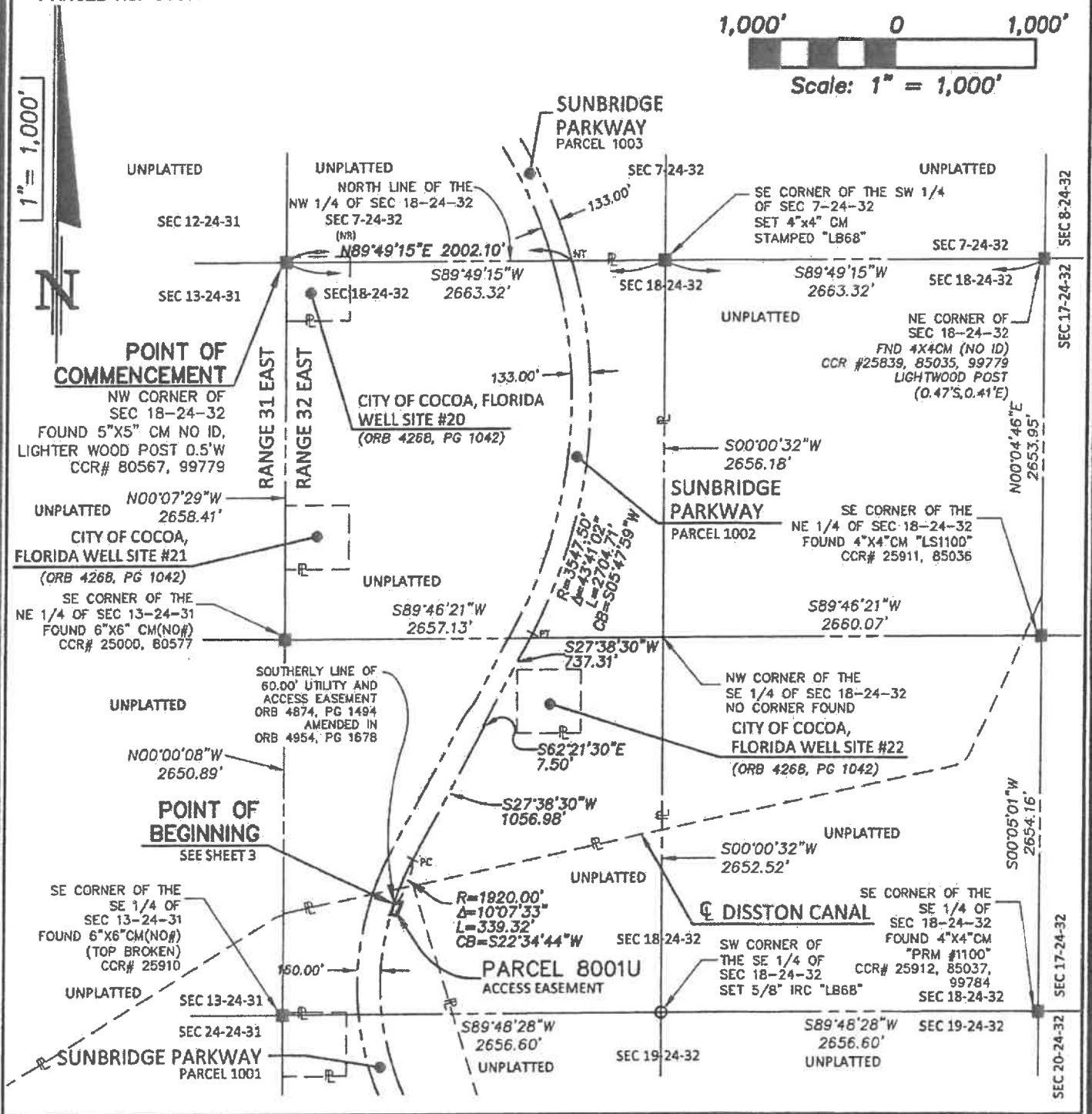
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DATE: 9/2022				

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CS# 20-128(53)

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8001U



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PROJECT NUMBER
CIP 5149

PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 1600

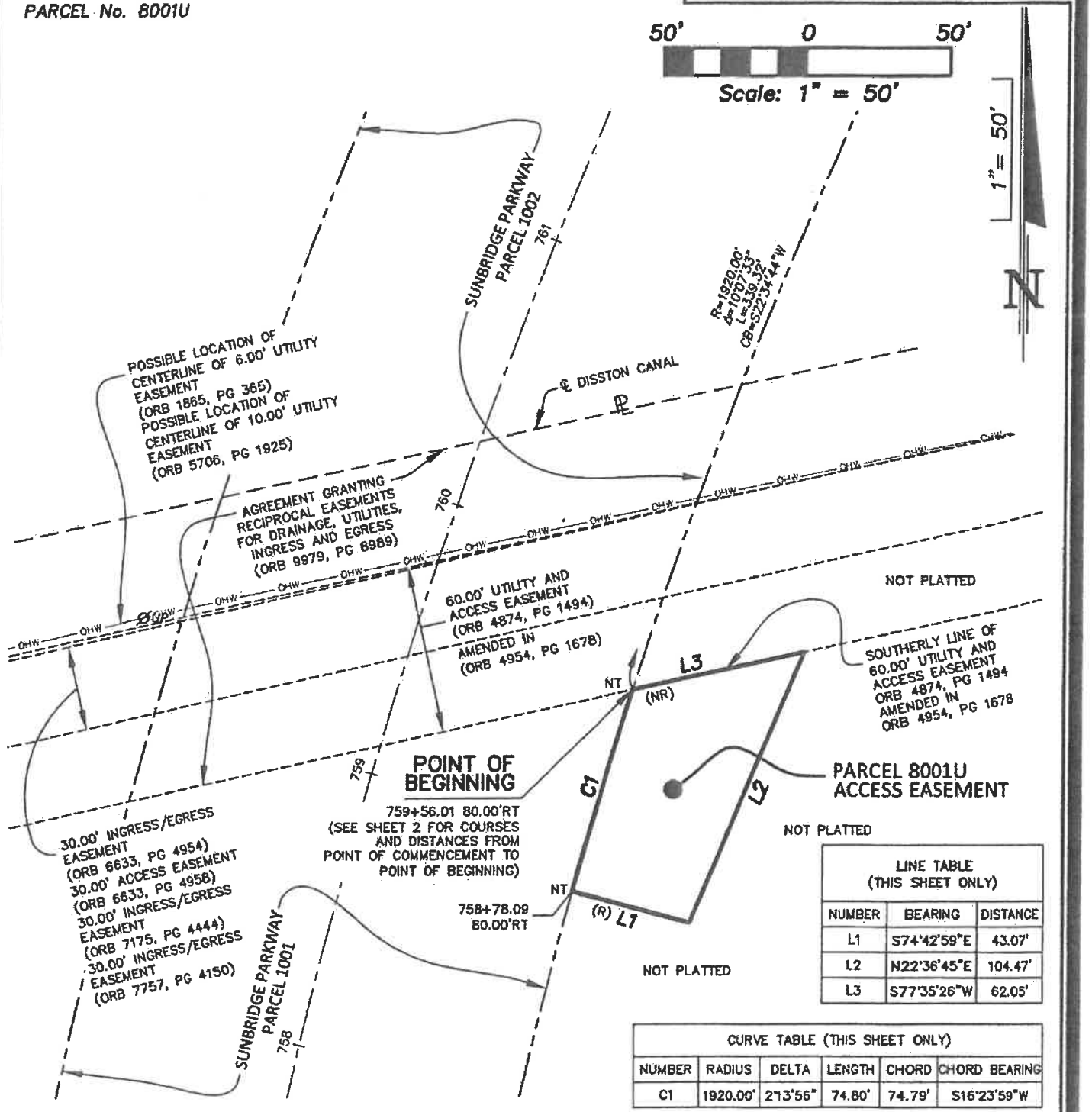
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DATE: 9/2022				

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CS# 20-128(53)

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8001U



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	S74°42'59"E	43.07'
L2	N22°36'45"E	104.47'
L3	S77°35'26"W	62.05'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1920.00'	2°13'56"	74.80'	74.79'	S16°23'59"W

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PROJECT NUMBER
CIP 5149

PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 1600

DRAWN BY: PH	CHECKED BY: RLC	JOB NO. 18057.015	SCALE 1"=50'	SHEET 3 OF 3
DATE: 9/2022				

CS# 20-128(53)

Printed: Thu 22-Sep-2022 - 08:20AM
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Sunbridge, Orange County
Sunbridge Parkway Segments 2-4
Parcel 8002M
Access Easement
CFPH 200
CS#20-128(54)
Revised 10/7/2022

Description:

That part of Section 18, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 18; thence N89°49'15"E along the North line of the Northwest 1/4 of said Section 18, a distance of 1863.62 feet to a non-tangent curve concave Westerly having a radius of 3414.50 feet and a chord bearing of S05°28'56"W; thence Southerly along the arc of said curve through a central angle of 44°19'09" for a distance of 2641.16 feet to the point of tangency; thence S27°38'30"W, 244.93 feet to the Southwesterly line of the 60.00 foot wide Permanent Easement, as described in Official Records Book 4268, Page 1042, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southwesterly line continue S27°38'30"W, 79.21 feet; thence N62°21'30"W, 67.00 feet; thence N27°38'30"E, 120.90 feet to the aforesaid Southwesterly line of the 60.00 foot wide Permanent Easement; thence S30°28'15"E along said Southwesterly line, 78.91 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2007 Datum; the reciprocal grid factor is 1.00005499931.

Containing 0.154 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8002M

Description:

That part of Section 18, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 18; thence N89°49'15"E along the North line of the Northwest 1/4 of said Section 18, a distance of 1863.62 feet to a non-tangent curve concave Westerly having a radius of 3414.50 feet and a chord bearing of S05°28'56"W; thence Southerly along the arc of said curve through a central angle of 44°19'09" for a distance of 2641.16 feet to the point of tangency; thence S27°38'30"W, 244.93 feet to the Southwesterly line of the 60.00 foot wide Permanent Easement, as described in Official Records Book 4268, Page 1042, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southwesterly line continue S27°38'30"W, 79.21 feet; thence N62°21'30"W, 67.00 feet; thence N27°38'30"E, 120.90 feet to the aforesaid Southwesterly line of the 60.00 foot wide Permanent Easement; thence S30°28'15"E along said Southwesterly line, 78.91 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2007 Datum; the reciprocal grid factor is 1.00005499931.

Containing 0.154 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, North American Datum of 1983/2007 Adjustment, East Zone, deriving a bearing of North 89°49'15" East along the North line of the Northwest 1/4 of Section 18, Township 24 South, Range 32 East.
3. The existing easements shown hereon are based on an Ownership and Encumbrance Report, File Number 2037-3898832, dated 12/08/2017, prepared by First American Title Insurance Company.

LEGEND

CFPH 200	CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC
SEC 18-24-32	SECTION 18, TOWNSHIP 24 SOUTH, RANGE 32 EAST
℄	CENTERLINE
ℙ	PROPERTY LINE
CCR	CERTIFIED CORNER RECORD
CM	CONCRETE MONUMENT
FND	FOUND
ID	IDENTIFICATION
IRC	IRON ROD & CAP
ORB	OFFICIAL RECORDS BOOK
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PG(S)	PAGE(S)
PC	POINT OF CURVATURE
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PRC	POINT OF REVERSE CURVATURE
L1	LINE NUMBER (SEE LINE TABLE)
C1	CURVE NUMBER (SEE CURVE TABLE)
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(NR)	NON-RADIAL
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PGS	PAGES
R/W	RIGHT-OF-WAY
N/A	NOT APPLICABLE
NAD 83	NORTH AMERICAN DATUM OF 1983
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
LT	LEFT

PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 200

PROJECT NUMBER
CIP 5149

DATE	BY	REVISIONS
10/7/22	PH	REVISED DESCRIPTION
		DESCRIPTION

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

STATE OF FLORIDA

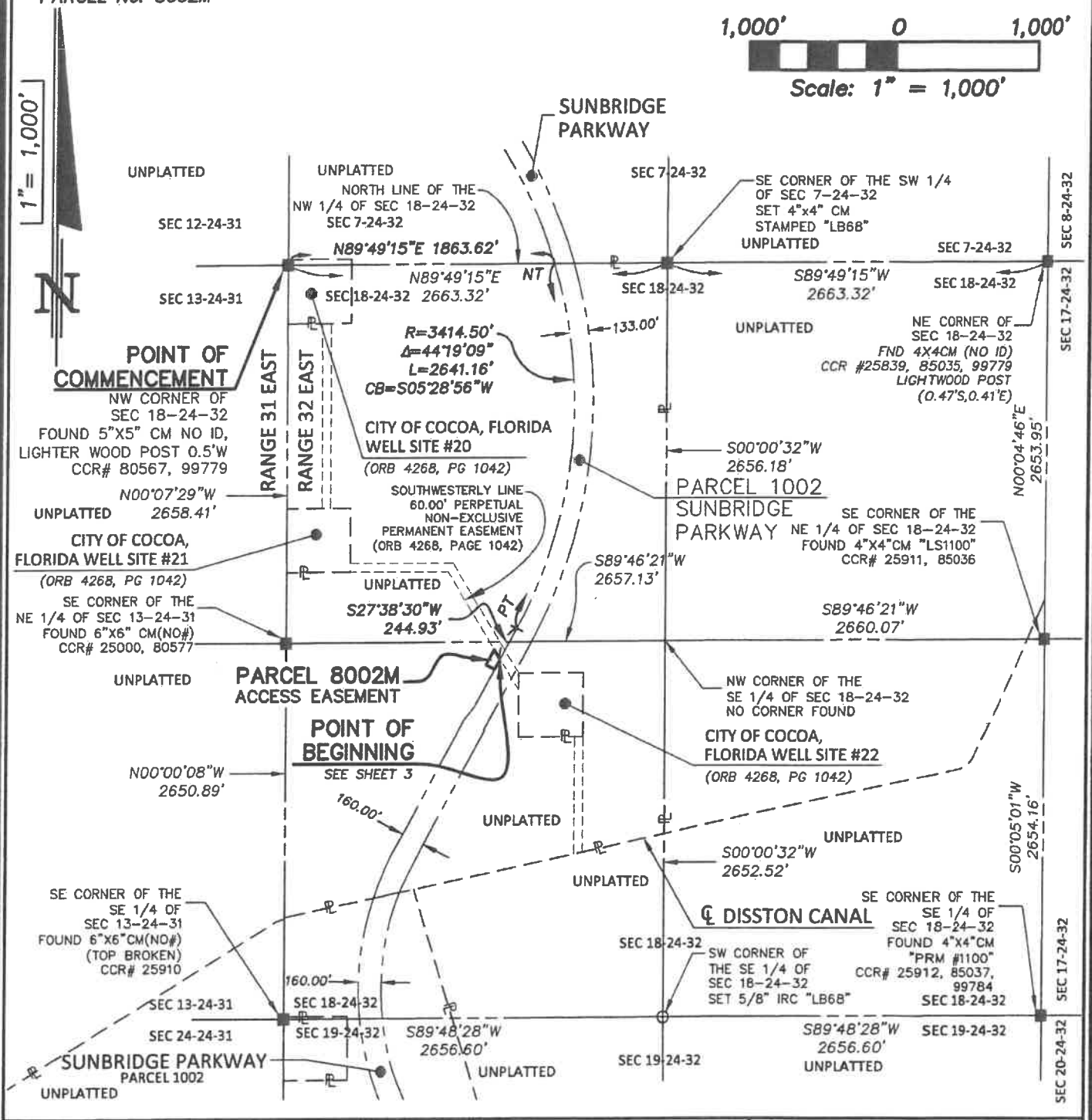
Rocky L. Carter, October 07, 2022
Florida Professional Surveyor and Mapper
Certificate No. 4285

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

DRAWN BY: PH	CHECKED BY: RLC	JOB NO. 18057.015	SCALE N/A	SHEET 1 OF 3
DATE: 9/2022				

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8002M



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PROJECT NUMBER
CIP 5149

PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 200

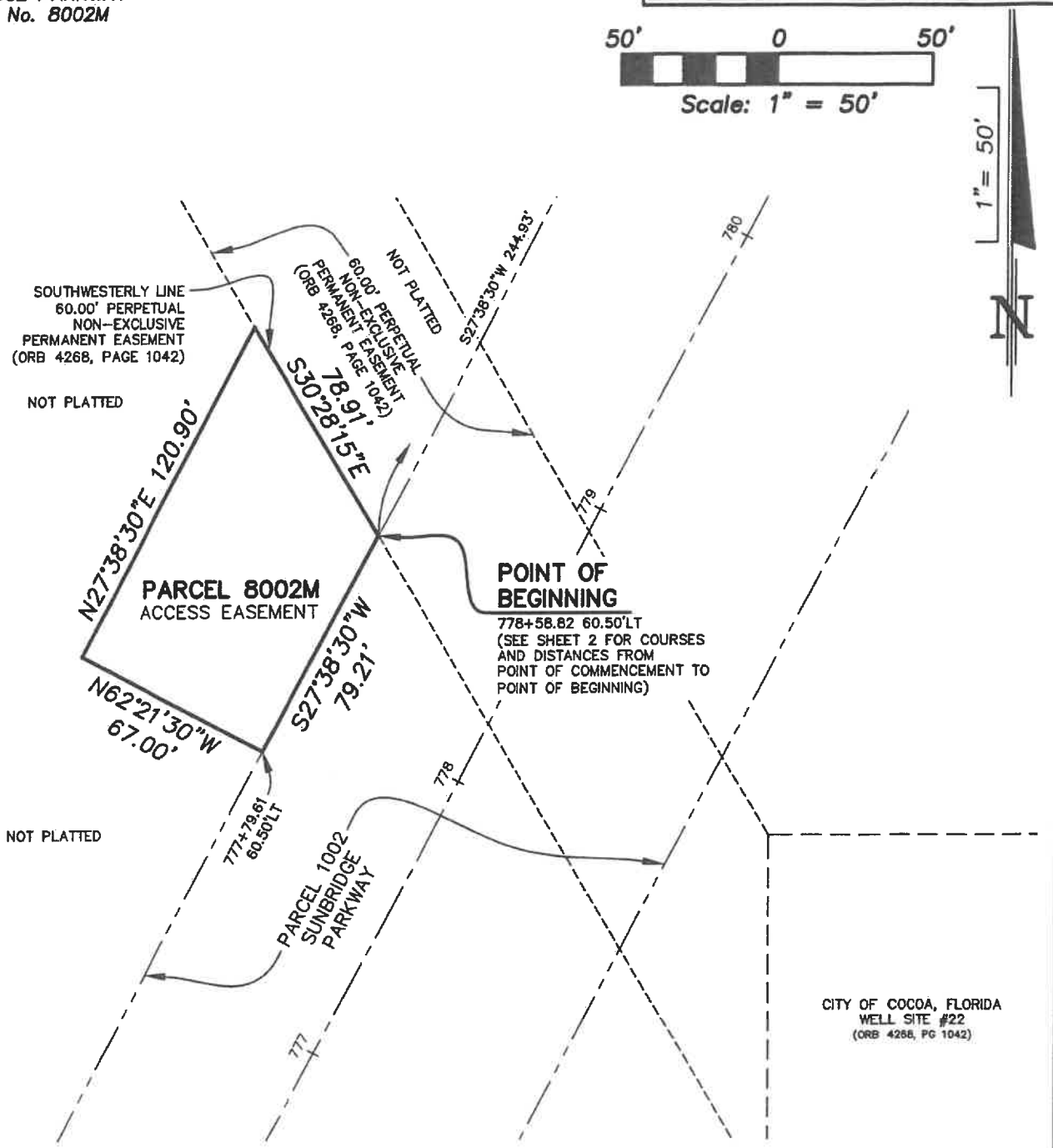
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DATE: 9/2022				

CS# 20-128(54)

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SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8002M



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PROJECT NUMBER
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PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 200

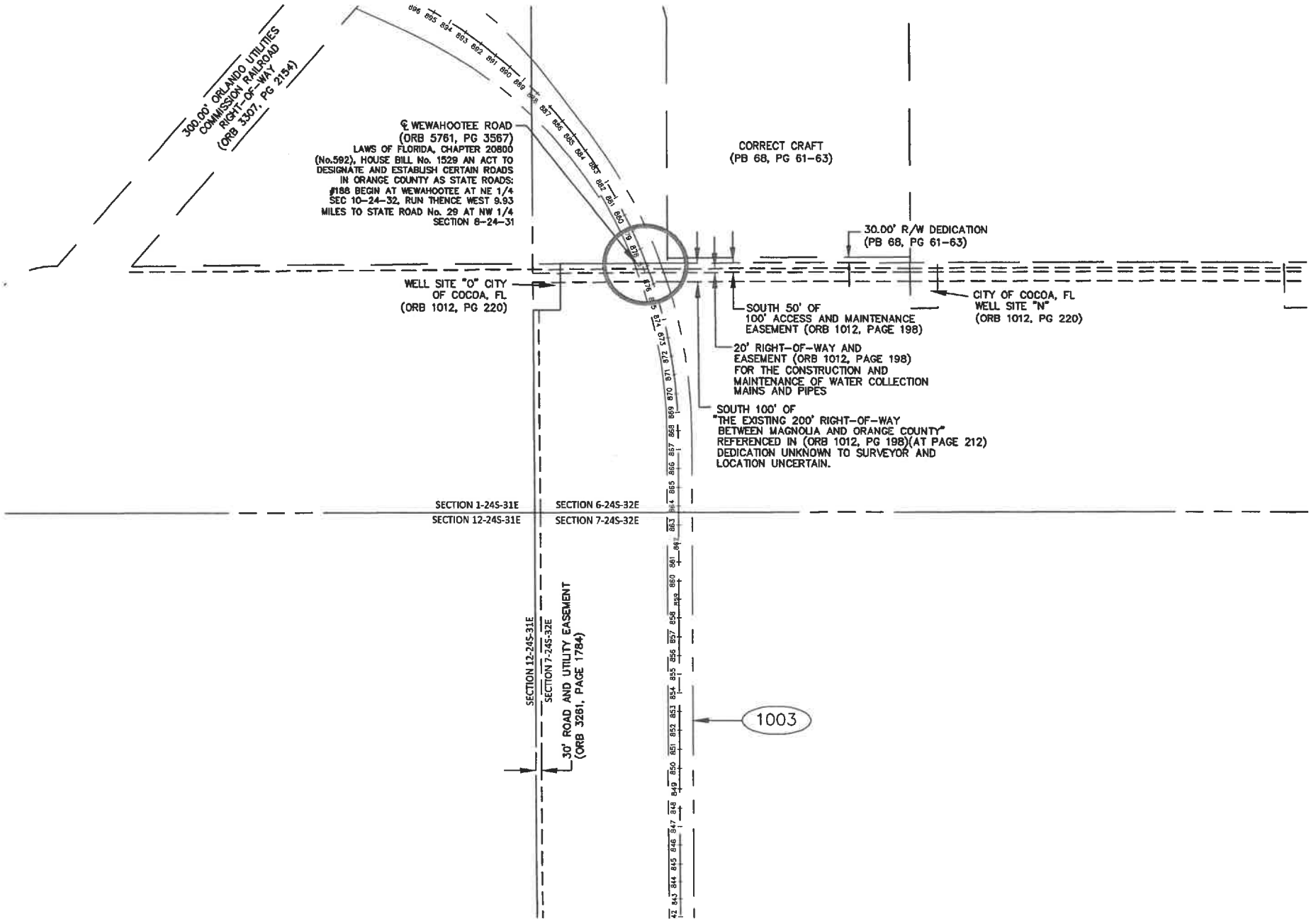
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DATE: 9/2022				

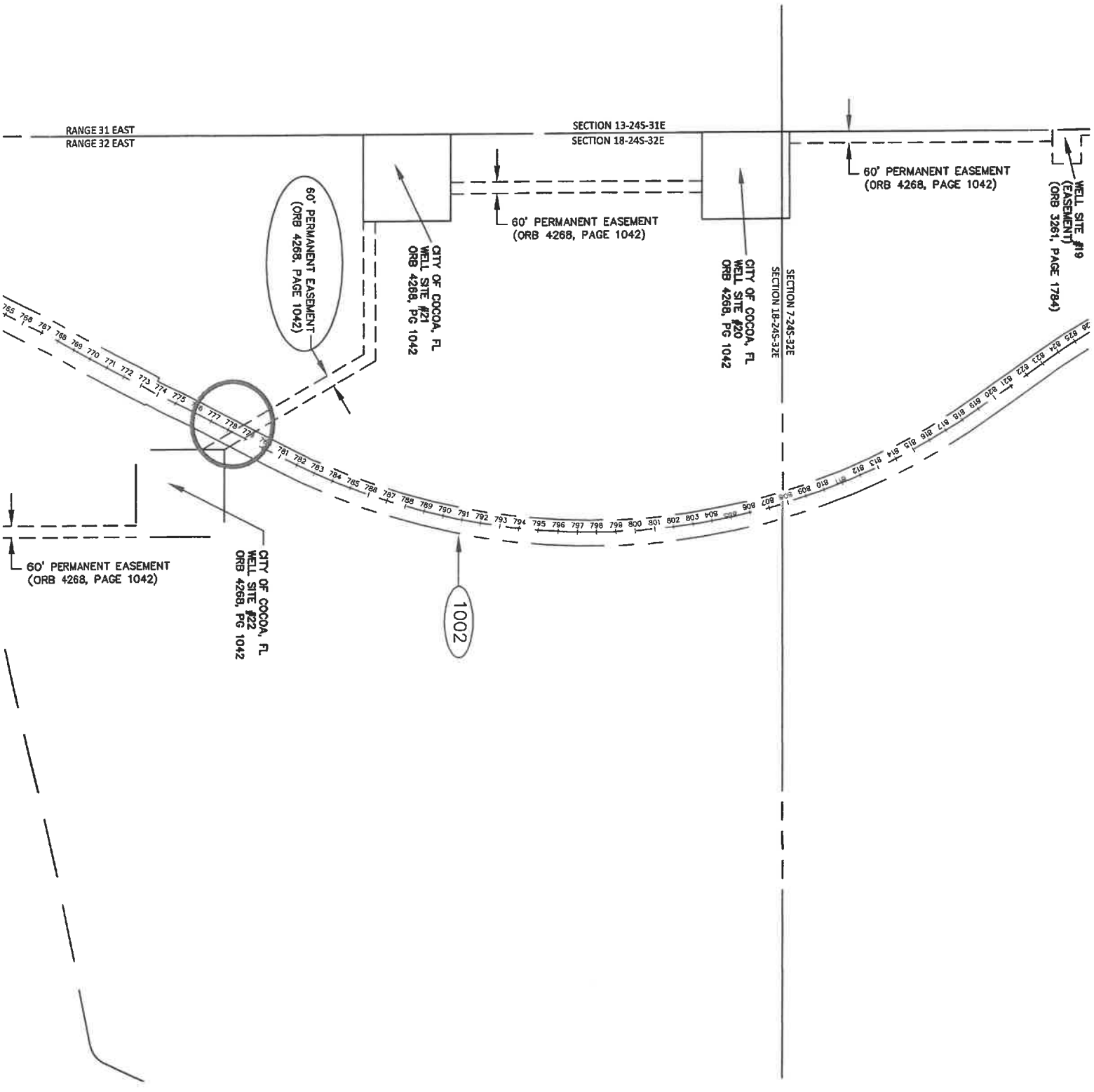
CS# 20-128(54)

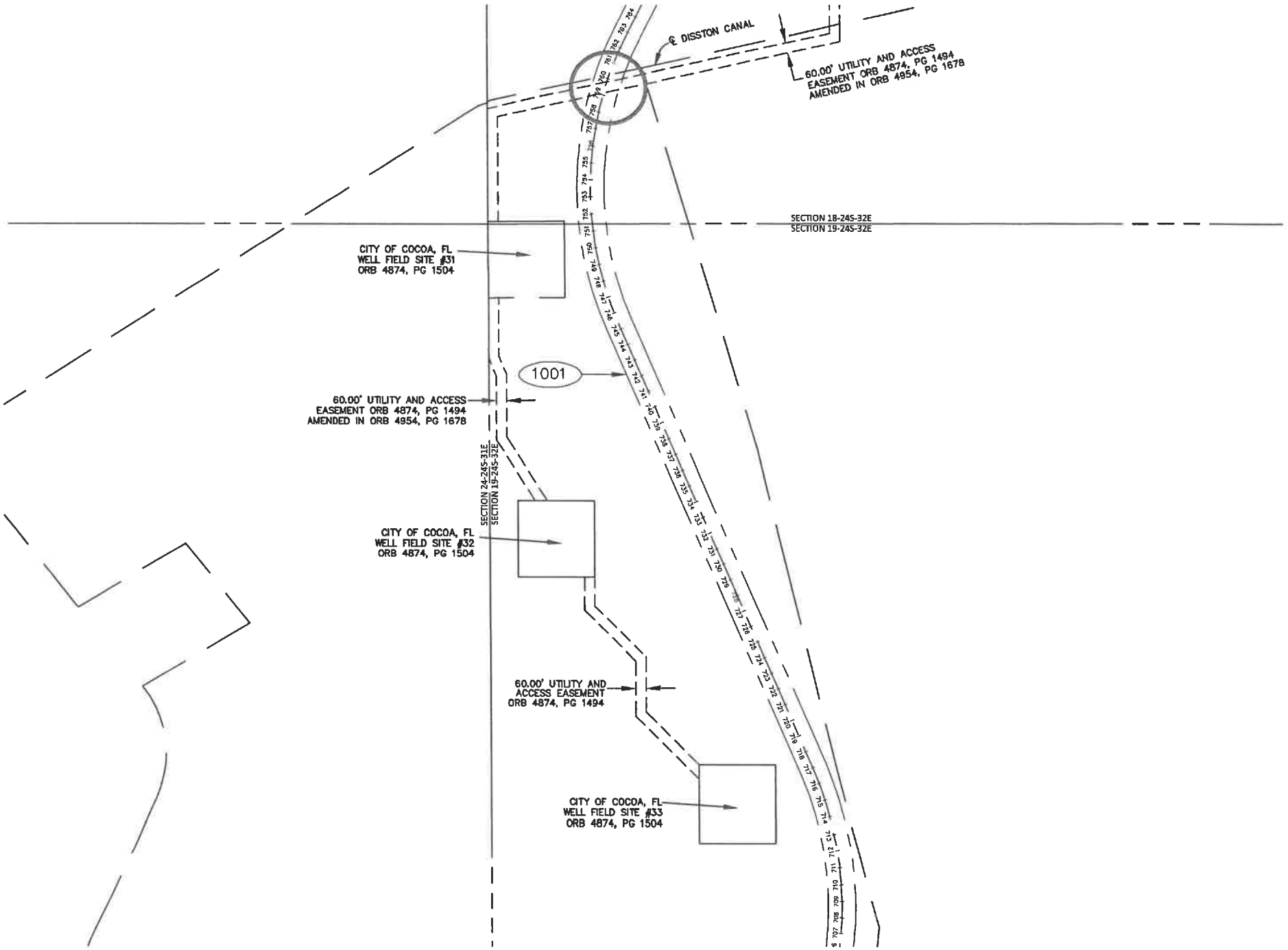
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SCHEDULE E

Overlap Areas


300.00' ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY (ORB 3307, PG 2154)
℄ WEWAHOOTEE ROAD (ORB 5761, PG 3567)
LAWS OF FLORIDA, CHAPTER 20800 (No.592), HOUSE BILL No. 1529 AN ACT TO DESIGNATE AND ESTABLISH CERTAIN ROADS IN ORANGE COUNTY AS STATE ROADS: #188 BEGIN AT WEWAHOOTEE AT NE 1/4 SEC 10-24-32, RUN THENCE WEST 9.93 MILES TO STATE ROAD No. 29 AT NW 1/4 SECTION 8-24-31
CORRECT CRAFT (PB 68, PG 61-63)
30.00' R/W DEDICATION (PB 68, PG 61-63)
WELL SITE "O" CITY OF COCOA, FL (ORB 1012, PG 220)
CITY OF COCOA, FL WELL SITE "N" (ORB 1012, PG 220)
SOUTH 50' OF 100' ACCESS AND MAINTENANCE EASEMENT (ORB 1012, PAGE 198)
20' RIGHT-OF-WAY AND EASEMENT (ORB 1012, PAGE 198) FOR THE CONSTRUCTION AND MAINTENANCE OF WATER COLLECTION MAINS AND PIPES
SOUTH 100' OF "THE EXISTING 200' RIGHT-OF-WAY BETWEEN MAGNOLIA AND ORANGE COUNTY" REFERENCED IN (ORB 1012, PG 198)(AT PAGE 212) DEDICATION UNKNOWN TO SURVEYOR AND LOCATION UNCERTAIN.
SECTION 1-24S-31E
SECTION 12-24S-31E
SECTION 6-24S-32E
SECTION 7-24S-32E
SECTION 12-24S-31E
SECTION 7-24S-32E
30' ROAD AND UTILITY EASEMENT (ORB 3281, PAGE 1784)
1003


RANGE 31 EAST
RANGE 32 EAST
SECTION 13-24S-31E
SECTION 18-24S-32E
SECTION 7-24S-32E
SECTION 18-24S-32E
60' PERMANENT EASEMENT (ORB 4268, PAGE 1042)
60' PERMANENT EASEMENT (ORB 4268, PAGE 1042)
60' PERMANENT EASEMENT (ORB 4268, PAGE 1042)
60' PERMANENT EASEMENT (ORB 4268, PAGE 1042)
CITY OF COCOA, FL WELL SITE #21 ORB 4268, PG 1042
CITY OF COCOA, FL WELL SITE #20 ORB 4268, PG 1042
CITY OF COCOA, FL WELL SITE #22 ORB 4268, PG 1042
WELL SITE #19 (EASEMENT) (ORB 3261, PAGE 1784)
1002


℄ DISSTON CANAL
60.00' UTILITY AND ACCESS EASEMENT ORB 4874, PG 1494 AMENDED IN ORB 4954, PG 1678
SECTION 18-24S-32E
SECTION 19-24S-32E
CITY OF COCOA, FL WELL FIELD SITE #31 ORB 4874, PG 1504
1001
60.00' UTILITY AND ACCESS EASEMENT ORB 4874, PG 1494 AMENDED IN ORB 4954, PG 1678
SECTION 24-24S-31E
SECTION 19-24S-32E
CITY OF COCOA, FL WELL FIELD SITE #32 ORB 4874, PG 1504
60.00' UTILITY AND ACCESS EASEMENT ORB 4874, PG 1494
CITY OF COCOA, FL WELL FIELD SITE #33 ORB 4874, PG 1504

Prepared By and Return To:

Kirton McConkie
50 East South Temple, 4th Floor
Salt Lake City, Utah 84111
Attn: Eric B. Robinson

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made this _____ day of _____, 2023, by and among **CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC**, a Florida limited liability company, and **CENTRAL FLORIDA PROPERTY HOLDINGS 1600, LLC**, a Florida limited liability company, (collectively, "**Grantor**"); and **CITY OF COCOA**, a Florida municipal corporation, whose mailing address is 65 Stone Street, Cocoa, Florida 32922 ("**Grantee**"), with reference to the following facts:

A. Grantor owns certain real property more particularly described and depicted on **Exhibit "A"** attached hereto and made a part hereof ("**Grantor's Property**").

B. Grantee is the owner of that certain easement property, lying within Grantor's Property, which is more particularly described on **Exhibit "B"** attached hereto and made a part hereof ("**Grantee's Easement Property**").

C. Orange County, a charter county and political subdivision of the State of Florida ("**Orange County**"), has undertaken a road improvements project known as the Sunbridge Parkway Extension project, lying generally south of Aerospace Parkway and east of Roberts Island Slough extending to the Orange/Osceola County line (approximately 6.3 miles) (the "**Project**").

D. The completion of the Project will affect Grantee's existing access easement to Grantee's Easement Property, and Grantee requires a new access easement on portions of the Grantor's Property to enable Grantee to continue to access Grantee's Easement Property.

E. In an effort to work cooperatively with Grantee, Grantor agrees to convey to Grantee, for the benefit of Grantee's Easement Property, an access easement over and across that certain portion of the Grantor's Property more particularly depicted and described on **Exhibit "C"** attached hereto and made a part hereof (the "**Access Easement Area**"), as more particularly set forth in this Agreement

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Exhibits. The above recitals are true and correct and, together with the Exhibits attached hereto, are incorporated herein by this reference.

2. Access Easement. Grantor hereby gives, grants, bargains, sells, and conveys to Grantee a perpetual, permanent, non-exclusive access easement for the purpose of vehicular and pedestrian ingress

and egress on, over, under, upon, through, and across the Access Easement Area with full authority to enter, as Grantee may deem necessary, the Access Easement Area, together with the rights, easements, privileges, and appurtenances in or to the Access Easement Area, which may be required for the full enjoyment of the rights herein granted (the **"Access Easement"**). The rights granted herein in connection with the Access Easement are solely for the purpose of allowing for Grantee's vehicular and pedestrian ingress, egress, and access to the Access Easement Area as is reasonably necessary for the convenience of Grantee, its agents, employees, contractors, invitees, and licensees, for the benefit of Grantee's Easement Property and for no other purpose, and shall not be construed to grant the general public any rights or privileges.

3. Grantor's Use of the Access Easement Area. Grantor hereby reserves unto itself all other rights to use the Access Easement Area that are consistent with the easement rights granted pursuant to this Agreement. Grantor may use the Access Easement Area for any use that is consistent with Grantee's intended use of the granted easements or for any activity that will not adversely affect ingress, egress, and access of Grantee.

4. Modification, Reconfiguration, or Relocation of Access Easement Area. Grantor may modify, reconfigure, and/or relocate (each, a **"Modification"**) the Access Easement Area at any time with the prior written consent of Grantee, whose consent of the same shall not be unreasonably withheld, conditioned, or delayed provided that: (a) Grantor obtains all necessary permits for the Modification from Grantee and any regulatory agencies with applicable jurisdiction, (b) Grantor conveys to Grantee any additional easement(s) necessary to access the relocated or modified Access Easement Area, (c) Grantor pays all costs associated with such Modification, and (d) Grantor shall deliver to Grantee an amendment to this Agreement together with a legal description for the relocated Access Easement Area, including any easement(s) necessary for access to the relocated or modified Access Easement Area. Any such Modification shall be documented and memorialized by formal amendment to this Agreement executed and recorded with equal formality.

5. Liens. Grantee shall not cause or permit any liens for labor, services or materials to be created against title to the Access Easement Area. To the extent any such lien is created against the Access Easement Area as a result of Grantee's rights herein, Grantee shall cause such lien to be released of record, within thirty (30) days of Grantee obtaining knowledge of such lien, by either satisfying such lien or transferring such lien to bond.

6. Indemnification and Hold Harmless. Grantee covenants and agrees that Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's members, partners, affiliates, and employees (collectively, the "**Indemnified Parties**") from and against any and all losses, claims, causes of action, damages, injuries, and liabilities, to the extent same arise or are claimed against any of the Indemnified Parties as a result of Grantee's or its agents', employees', contractors', lessees' or invitees' exercise of the Access Easement; provided, however, the foregoing indemnification obligation of Grantee shall not apply to any loss, claim, cause of action, damage, injury or liability to the extent arising from any acts or omission of any of the Indemnified Parties. Grantee's indemnification, defense and hold harmless obligations shall survive expiration or termination of this Agreement.

7. "As-Is". The Access Easement is granted to and accepted by Grantee in its "AS IS" condition and without any warranty or representation, express or implied, by Grantor as to the condition or suitability for Grantee's purposes or otherwise. Grantee acknowledges that the Access Easement granted herein is subject to all applicable easements, restrictions, reservations and other matters of record in effect as of the date of recording of this Agreement.

8. Miscellaneous Provisions.

(a) Severability. If any term, provision, covenant or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term, provision, covenant or condition of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

(b) Covenants Running With the Land; Binding Effect; Assignment. The Access Easement and other covenants set forth in this Agreement constitute covenants running with the land, burdening the Access Easement Area and benefitting Grantee's Easement Property, and are binding upon the parties hereto and their respective successors and assigns.

(c) Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue and jurisdiction for any action arising out of this Agreement shall be within the circuit court in or for the County.

(d) Waiver of Breach. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

(e) Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of the Access Easement, and supersedes all previous negotiations leading thereto. This Agreement may be amended or modified only in writing signed by Grantor and Grantee, or their respective successors or assigns in title, and recorded in the Public Records of the County.

(f) No Third Party Beneficiaries. No person or entity shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein. The Access Easement and other terms and conditions of this Agreement shall not constitute dedications to the public, and no member of the public shall have any rights hereunder.

(g) Construction. The parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship, and shall be construed liberally to accomplish their intended purposes.

(h) Counterparts. This Agreement may be executed in counterparts; all such counterparts together being deemed a single document.

(i) Attorneys' Fees. In the event of a dispute between the parties arising under this Agreement, the prevailing party in any action shall be entitled to its reasonable attorneys' and paralegal's fees and all expenses and costs incurred pertaining to such action (including, without limitation, reasonable attorneys' and paralegals' fees and costs relating to any trial, appeal, post-judgment and bankruptcy proceeding) and in enforcement of any remedy. This provision expressly survives termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[Signatures begin on following page.]

WITNESSES:

Signed, sealed and delivered
in the presence of:

Diane Lunt
Signature of Witness #1

Diane Lunt
Typed/Printed Name of Witness #1

Dale K. Bills
Signature of Witness #2

DALE K. BILLS
Typed/Printed Name of Witness #2

GRANTOR:

CENTRAL FLORIDA PROPERTY HOLDINGS 1600, LLC
a Florida limited liability company

By: Doug Rose
Douglas L. Rose, Manager

RB

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me by means of /X/physical presence or /__/ online notarization, this 24 day of January, 2023, by Douglas L. Rose, as Manager of Central Florida Property Holdings 1600, LLC, a Florida limited liability company, on behalf of said limited liability company, who /X/ is personally known to me or /__/provided _____ as identification.

Anne Jellinich
NOTARY PUBLIC, State of Utah
Anne Jellinich
Print or Stamp Name
My Commission Expires: 6.15.24
Affix Notary Seal:

ANNE JELLINICH
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 725291
COMM. EXP. 06-15-2026

1/23/2023

[Grantor's Signature Pages to Access Easement Agreement]

WITNESSES:

Signed, sealed and delivered
in the presence of:

Diane Lunt
Signature of Witness #1

Diane Lunt
Typed/Printed Name of Witness #1

Dale K. Bills
Signature of Witness #2

DALE K. BILLS
Typed/Printed Name of Witness #2

GRANTOR:

CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC
a Florida limited liability company

By: Doug Rose
Douglas L. Rose, Manager

RB

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me by means of /X/physical presence or /__/ online notarization, this 24 day of January, 2023, by Douglas L. Rose, as Manager of Central Florida Property Holdings 200, LLC, a Florida limited liability company, on behalf of said limited liability company, who /X/ is personally known to me or /__/provided _____ as identification.

Anne Jellinich
NOTARY PUBLIC, State of Utah

Anne Jellinich
Print or Stamp Name
My Commission Expires: 6-15-2026
Affix Notary Seal:

ANNE JELLINICH
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 725291
COMM. EXP. 06-15-2026

1/23/2023

[Grantee's Signature Page to Access Easement Agreement]

WITNESSES:

Signed, sealed and delivered
in the presence of:

_____
Signature of Witness #1

_____
Typed/Printed Name of Witness #1

_____
Signature of Witness #2

_____
Typed/Printed Name of Witness #2

GRANTEE:

CITY OF COCOA
a Florida municipal corporation

By: _____
Name: _____
Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /__/physical presence or /__/online notarization, _____ day of _____, 2023, by _____, as _____ of the City of Cocoa, a Florida municipal corporation, who is personally known to me.

_____
NOTARY PUBLIC

_____
Print or Stamp Name
My Commission Expires: _____
Affix Notary Seal:

EXHIBIT "A"
Description and Depiction of Grantor's Property

SKETCH OF DESCRIPTION

DESCRIPTION:

That part of the West 1/2 of Section 18, Township 24 South, Range 32 East, Orange County, Florida, lying North of the centerline of the Disston Canal. LESS AND EXCEPT: "Well Site #20", "Well Site #21" and "Well Site #22", described in Official Records Book 4268, Page 1042 of the Public Records of Orange County, Florida.

CK by JJB 9 Dec 2015

Containing 249.3 acres more or less, and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- *This is not a survey.*
- *Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.*
- *Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.*
- *No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.*
- *This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.*

PREPARED FOR: *Farm Land Reserve, Inc., and its immediate successors*

INNOVATION WAY EAST
PART OF SECTION 18 TOWNSHIP 24 SOUTH, RANGE 32 EAST

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: BW	CHECKED BY: RC	JOB NO.	SCALE	SHEET 2
DATE: 11/2015	DATE: 11/2015	15156.001	N/A	OF 2

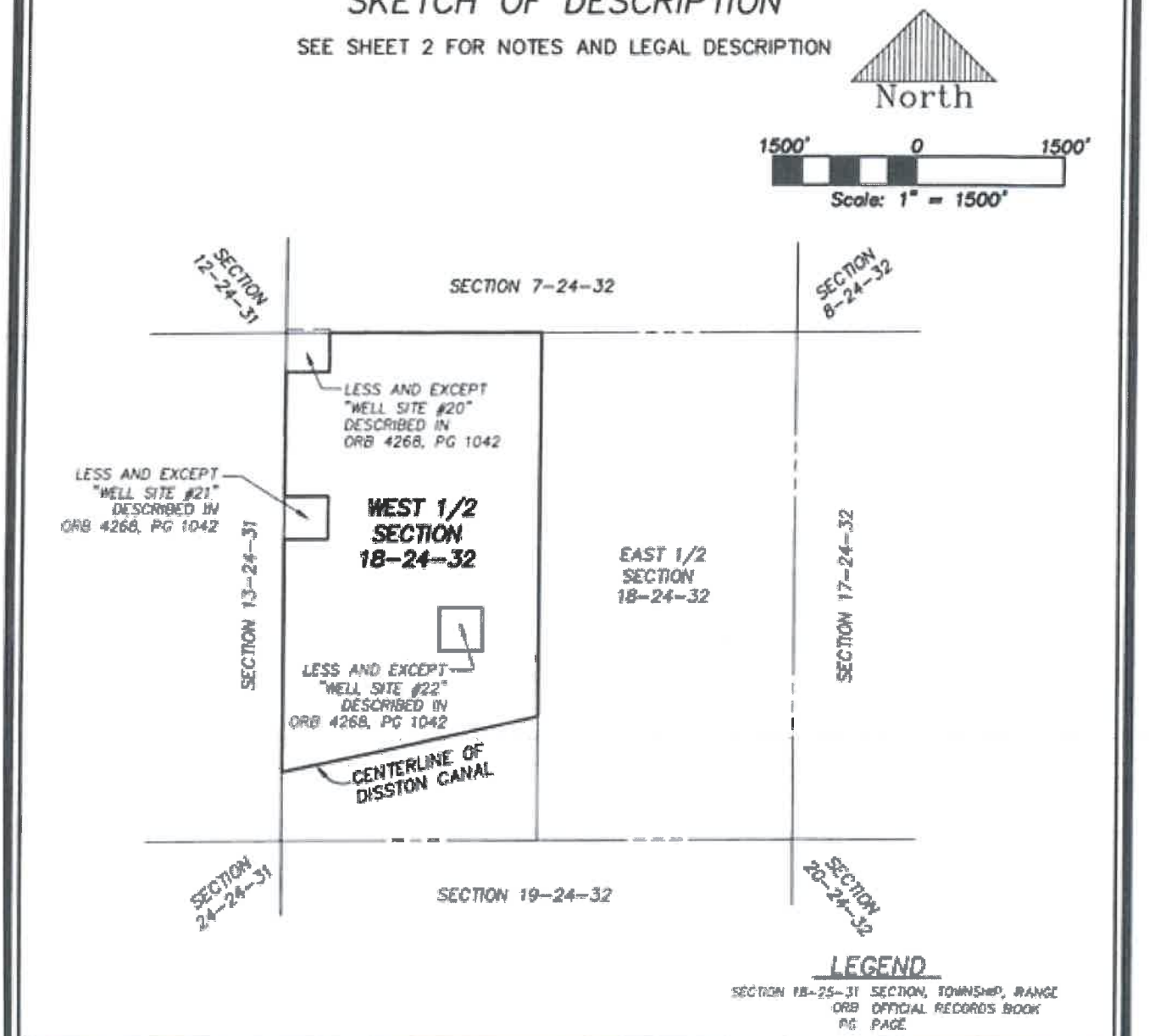
Printed: Wed 16-Dec-2015 - 10:44AM
F:\Proj2000\28020\Sdwg\sod\seasoning SODs\Section 18-24-32.dwg

SL14407desc

CS# 15-206(B)

SKETCH OF DESCRIPTION

SEE SHEET 2 FOR NOTES AND LEGAL DESCRIPTION



LEGEND

SECTION 18-25-31 SECTION, TOWNSHIP, RANGE
ORB OFFICIAL RECORDS BOOK
PG PAGE

PREPARED FOR: Farm Land Reserve, Inc., and its immediate successors

INNOVATION WAY EAST
PART OF SECTION 18 TOWNSHIP 24 SOUTH, RANGE 32 EAST

DATE	BY	DESCRIPTION
12/15/15	RLC	REVISED "PREPARED FOR:" AND ADDED ACREAGE

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Rocky L. Corson December 16, 2015
Florida Registered Surveyor and Mapper
Certificate No. 4285
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: BW	CHECKED BY: RC	JOB NO.	SCALE	SHEET 1
DATE: 11/2015	DATE: 11/2015	15156.001	1"=1500'	OF 2

Printed: Wed 16-Dec-2015 - 10:27AM
F:\Proj2006\26026\Sdwg\sod\seasoning SODs\Section 18-24-32.dwg

CS# 15-206(B)

SKETCH OF DESCRIPTION

SEE SHEET 2 FOR SKETCH

Description:

That part of Sections 18, 19, 30 and 31, Township 24 South, Range 32 East, and that part of Sections 13 and 24, Township 24 South, Range 31 East, Orange County, Florida lying South of the centerline of the Disston Canal, lying East of Lake Mary Jane Road, LAKE MARY JANE SHORES, according to the plat thereof, as recorded in Plat Book U, Pages 121 through 123, and Right-of-way Agreement recorded in Official Records Book 989, Page 329 of the Public Records of Orange County, Florida, and lying West of the following described line:

COMMENCE at the Southwest corner of said Section 31; thence S89°35'05"E along the South line of the Southwest 1/4 of said Section 31, for a distance of 1763.88 feet to the POINT OF BEGINNING; thence departing said South line run N36°24'27"E, a distance of 2596.78 feet to the point of curvature of a curve concave Westerly having a radius of 2080.00 feet and a chord bearing of N09°47'04"E; thence Northerly along the arc of said curve through a central angle of 53°14'47" for a distance of 1933.00 feet to the point of tangency; thence N16°50'20"W, 1667.41 feet to the North line of the Northeast 1/4 of said Section 31; thence continue N16°50'20"W, 2832.57 feet to the point of curvature of a curve concave Easterly having a radius of 7620.00 feet and a chord bearing of N06°55'04"W; thence Northerly along the arc of said curve through a central angle of 19°50'31" for a distance of 2638.86 feet to the South line of the Southwest 1/4 of Section 19, Township 24 South, Range 32 East and a non-tangent line; thence S89°59'27"E along said South line, for a distance of 130.25 feet; thence departing said South line run N05°41'49"E, for a distance of 1169.48 feet to a 1/2" iron rod with cap marked "LB 6915", Atlantic Surveying, Inc.; thence N14°48'52"W, 929.61 feet to a 1/2" iron rod with cap marked "LB 6915"; thence N13°45'09"W, 1202.71 feet to a 1/2" iron rod with cap marked "LB 6915"; thence N13°41'21"W, 756.38 feet to a 1/2" iron rod with cap marked "LB 6915"; thence N16°46'27"W, 1520.21 feet to a 1/2" iron rod with cap marked "LB 6915"; thence N16°46'56"W, 808.22 feet more or less to the centerline of Disston Canal and the POINT OF TERMINATION. This description is based on Florida State Plane Coordinate System East Zone, reciprocal grid factor of 1.00005499931476, NAD 83 Datum (2007 adjustment).

LESS AND EXCEPT City of Cocoa Well Field Sites #31, #32 and #33, described and recorded in Official Records Book 4874, Page 1494 of the Public Records of Orange County Florida.

AND

LESS AND EXCEPT lands described in Official Records Book 3158, Page 1195 of the Public Records of Orange County, Florida.

AND

LESS AND EXCEPT lands described in Official Records Book 7417, Page 3377 of the Public Records of Orange County, Florida.

Being subject to any rights-of-way, restrictions and easements of record.

Clsc by JJB 10 July 2019

NOTES:

1. This is not a survey.
2. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
3. Bearings based on the South line of the Southwest 1/4 of Section 31, Township 24 South, Range 32 East, Orange County, Florida, being S89°35'05"E, Florida East Zone, State Plane Coordinate System, NAD83/2007 adjustment.

LEGEND

N/A	NOT APPLICABLE
ORB	OFFICIAL RECORD BOOK
NR	NON-RADIAL
NT	NON-TANGENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PG(S)	PAGE(S)
R/W	RIGHT-OF-WAY
SEC 31-24-32	SECTION 31, TOWNSHIP 24 SOUTH, RANGE 32 EAST
○	1/2" IRON ROD WITH CAP MARKED "LB 6915"

PREPARED FOR: Suburban Land Reserve, Inc

SUNBRIDGE (ORANGE) PARCEL 1600 SEASONING DESCRIPTION

DATE	BY	DESCRIPTION
06/18/19	JPF	ADD PARCEL AREAS TO SKETCH

REVISIONS

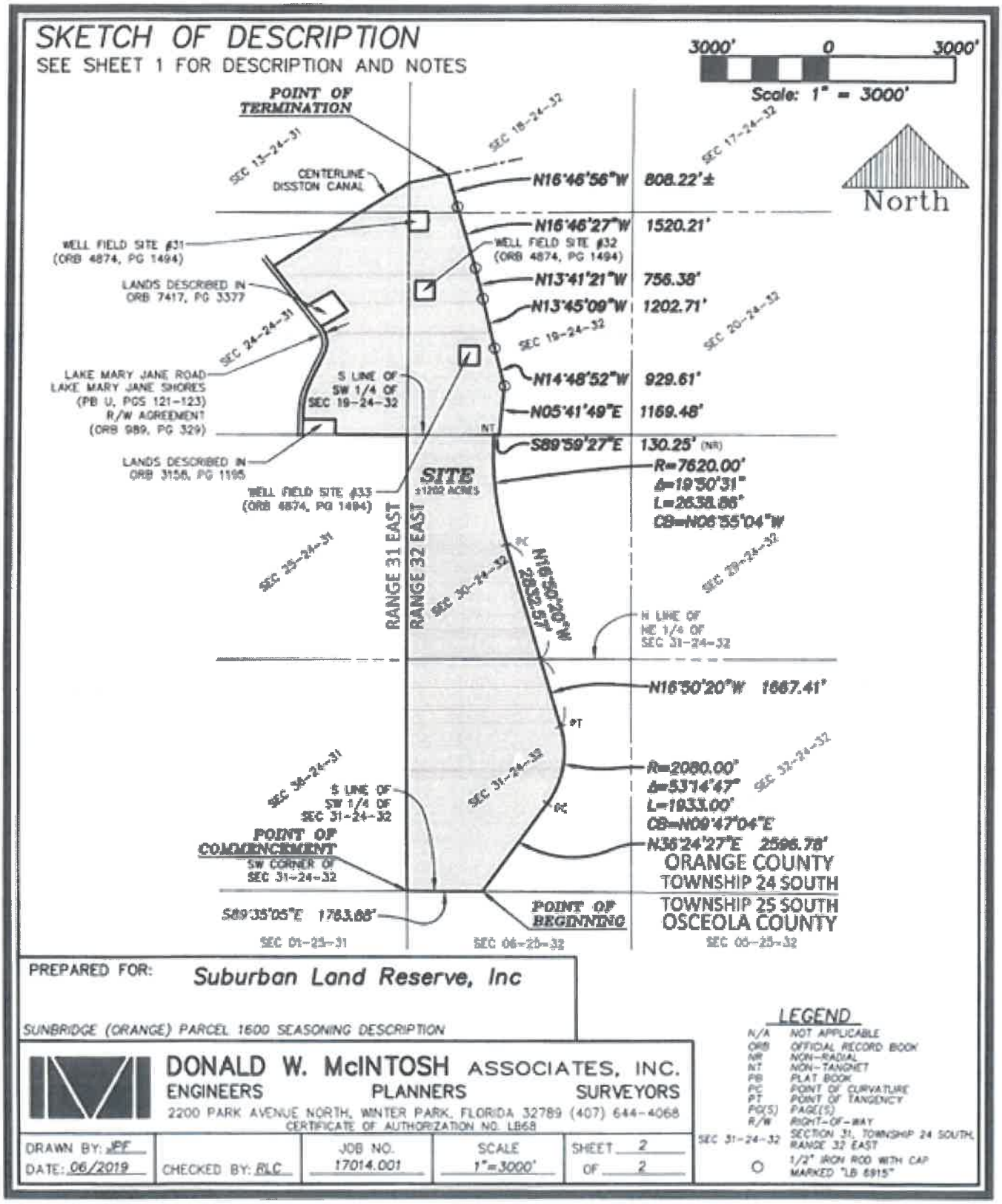
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Rocky L. Carson, June 18, 2019
Florida Registered Surveyor and Mapper
Certificate No. 4785
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JPF	CHECKED BY: RLC	JOB NO. 17014.001	SCALE N/A	SHEET 1 OF 2
DATE: 06/2019				

Printed: Tue 18-Jun-2019 - 05:57PM F:\Pro2008\28020\...\SL13684doc Parcel 1600.docx CS# 15-205(T)
F:\Pro2008\28020\Sdwg\sod\seasoning SODs\1600 Sunbridge (Orange County) Seasoning Parcel Description.dwg



PREPARED FOR: Suburban Land Reserve, Inc

SUNBRIDGE (ORANGE) PARCEL 1600 SEASONING DESCRIPTION

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: PF		JOB NO. 17014.001	SCALE 1"=3000'	SHEET 2
DATE: 06/2019	CHECKED BY: RLC			OF 2

LEGEND

N/A	NOT APPLICABLE
ORB	OFFICIAL RECORD BOOK
NR	NON-RADIAL
NT	NON-TANGNET
PB	PLAT BOOK
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PG(S)	PAGE(S)
R/W	RIGHT-OF-WAY
SEC 31-24-32	SECTION 31, TOWNSHIP 24 SOUTH, RANGE 32 EAST
○	1/2" IRON ROD WITH CAP MARKED "LB 6915"

Printed: Tue 18-Jun-2019 - 05:57PM
F:\Proj2008\28020\Setup\soil\seasoning SDDs\1600 Sunbridge (Orange County) Seasoning Parcel Description.dwg

CS# 15-205(T)

EXHIBIT "B"

Description of Grantee's Easement Property

Grantee's Easement Property is described in the following documents, which have been recorded in Orange County, Florida:

1. Order of Taking recorded in ORB 4874, PG 1494, as amended by that Amended Order of Taking recorded in ORB 4954, PG 1678

2. Order of Taking recorded in ORB 4268, PG 1042

EXHIBIT "C"
Description and Depiction of the Easement Area

[See the Following Pages]

Sunbridge, Orange County
Sunbridge Parkway Segments 2-4
Parcel 8002M
Access Easement
CFPH 200
CS#20-128(54)
Revised 10/07/2022

Description:

That part of Section 18, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 18; thence N89°49'15"E along the North line of the Northwest 1/4 of said Section 18, a distance of 1863.62 feet to a non-tangent curve concave Westerly having a radius of 3414.50 feet and a chord bearing of S05°28'56"W; thence Southerly along the arc of said curve through a central angle of 44°19'09" for a distance of 2641.16 feet to the point of tangency; thence S27°38'30"W, 244.93 feet to the Southwesterly line of the 60.00 foot wide Permanent Easement, as described in Official Records Book 4268, Page 1042, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southwesterly line continue S27°38'30"W, 79.21 feet; thence N62°21'30"W, 67.00 feet; thence N27°38'30"E, 120.90 feet to the aforesaid Southwesterly line of the 60.00 foot wide Permanent Easement; thence S30°28'15"E along said Southwesterly line, 78.91 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2007 Datum; the reciprocal grid factor is 1.00005499931.

Containing 0.154 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8002M

Description:

That part of Section 18, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 18; thence N89°49'15"E along the North line of the Northwest 1/4 of said Section 18, a distance of 1863.62 feet to a non-tangent curve concave Westerly having a radius of 3414.50 feet and a chord bearing of S05°28'56"W; thence Southerly along the arc of said curve through a central angle of 44°19'09" for a distance of 2641.16 feet to the point of tangency; thence S27°38'30"W, 244.93 feet to the Southwesterly line of the 60.00 foot wide Permanent Easement, as described in Official Records Book 4268, Page 1042, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southwesterly line continue S27°38'30"W, 79.21 feet; thence N62°21'30"W, 67.00 feet; thence N27°38'30"E, 120.90 feet to the aforesaid Southwesterly line of the 60.00 foot wide Permanent Easement; thence S30°28'15"E along said Southwesterly line, 78.91 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2007 Datum; the reciprocal grid factor is 1.00005499931.

Containing 0.154 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, North American Datum of 1983/2007 Adjustment, East Zone, deriving a bearing of North 89°49'15" East along the North line of the Northwest 1/4 of Section 18, Township 24 South, Range 32 East.
3. The existing easements shown hereon are based on an Ownership and Encumbrance Report, File Number 2037-3898832, dated 12/08/2017, prepared by First American Title Insurance Company.

LEGEND

CFPH 200	CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC
SEC 18-24-32	SECTION 18, TOWNSHIP 24 SOUTH, RANGE 32 EAST
℄	CENTERLINE
℄	PROPERTY LINE
CCR	CERTIFIED CORNER RECORD
CM	CONCRETE MONUMENT
FND	FOUND
ID	IDENTIFICATION
IRC	IRON ROD & CAP
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
LT	LINE NUMBER (SEE LINE TABLE)
CT	CURVE NUMBER (SEE CURVE TABLE)
PT	POINT OF TANGENCY
NT	NON-TANGENT
(NR)	NON-RADIAL
(R)	RADIAL
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
N/A	NOT APPLICABLE
NAD 83	NORTH AMERICAN DATUM OF 1983
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
LT	LEFT

PREPARED FOR:
Toyistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 200

PROJECT NUMBER
CIP 5149

DATE	BY	REVISIONS
10/7/22	PH	REVISED DESCRIPTION

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

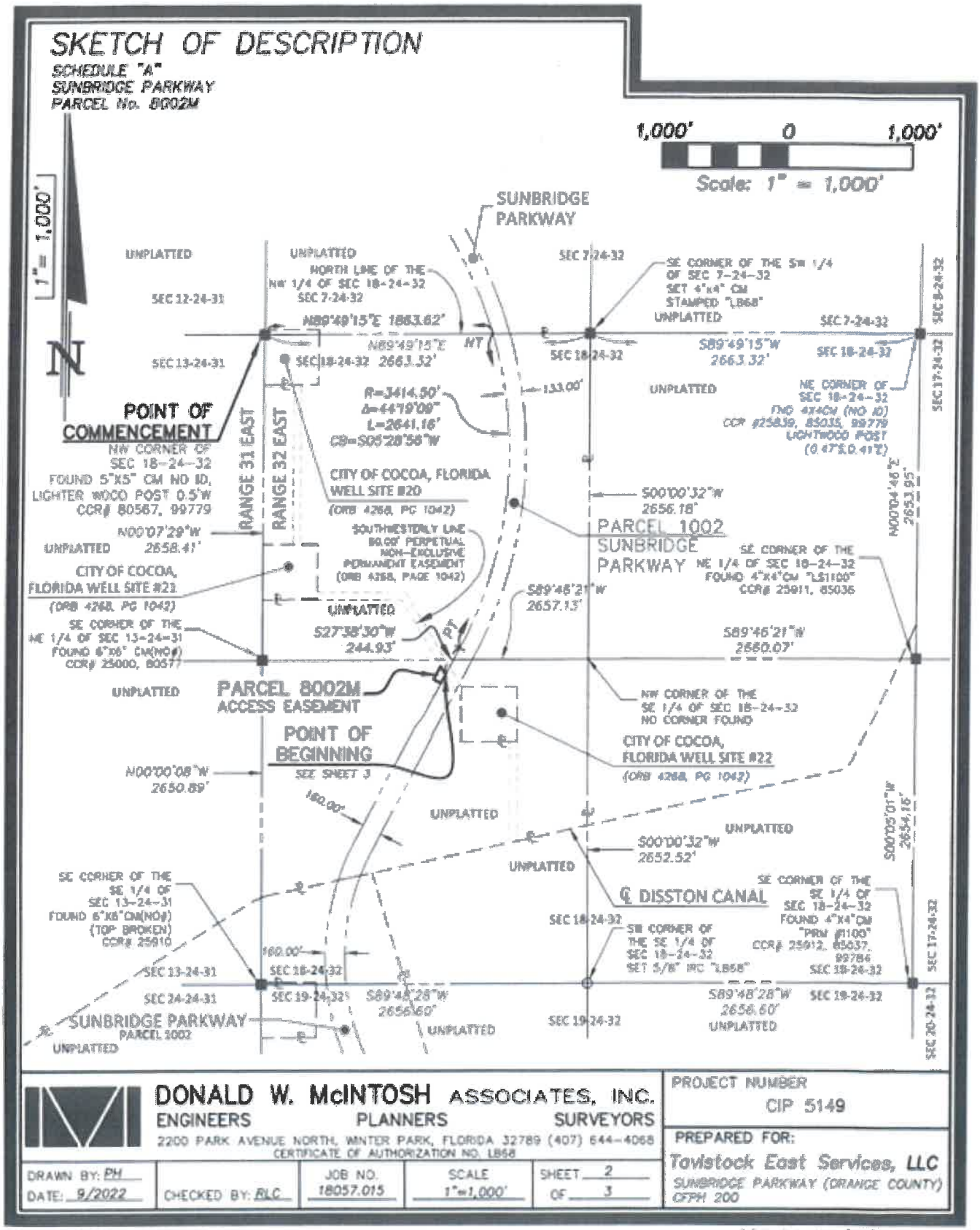
STATE OF FLORIDA

Ricky L. Carter, October 07, 2022
Florida Professional Surveyor and Mapper
Certificate No. 4390

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE (SJ-17.062(3) F.A.C.) OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

DRAWN BY: PH	CHECKED BY: RLC	JOB NO. 18057.015	SCALE N/A	SHEET 1 OF 1
DATE: 9/2022				

Printed: Fri 07-Oct-2022 - 03:04PM F:\Proj2018\18057\...\SL17075.docx CS# 20-128(54)
F:\Proj2015\15132\Sdwg\WA\DBB\sod\18057\20-128(54) Parcel 8002M Cocoa Access Easement CFPH 200.dwg



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PROJECT NUMBER
CIP 5149

PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 200

DRAWN BY: PH	CHECKED BY: RLC	JOB NO. 18057.015	SCALE 1"=1,000'	SHEET 2 OF 3
DATE: 9/2022				

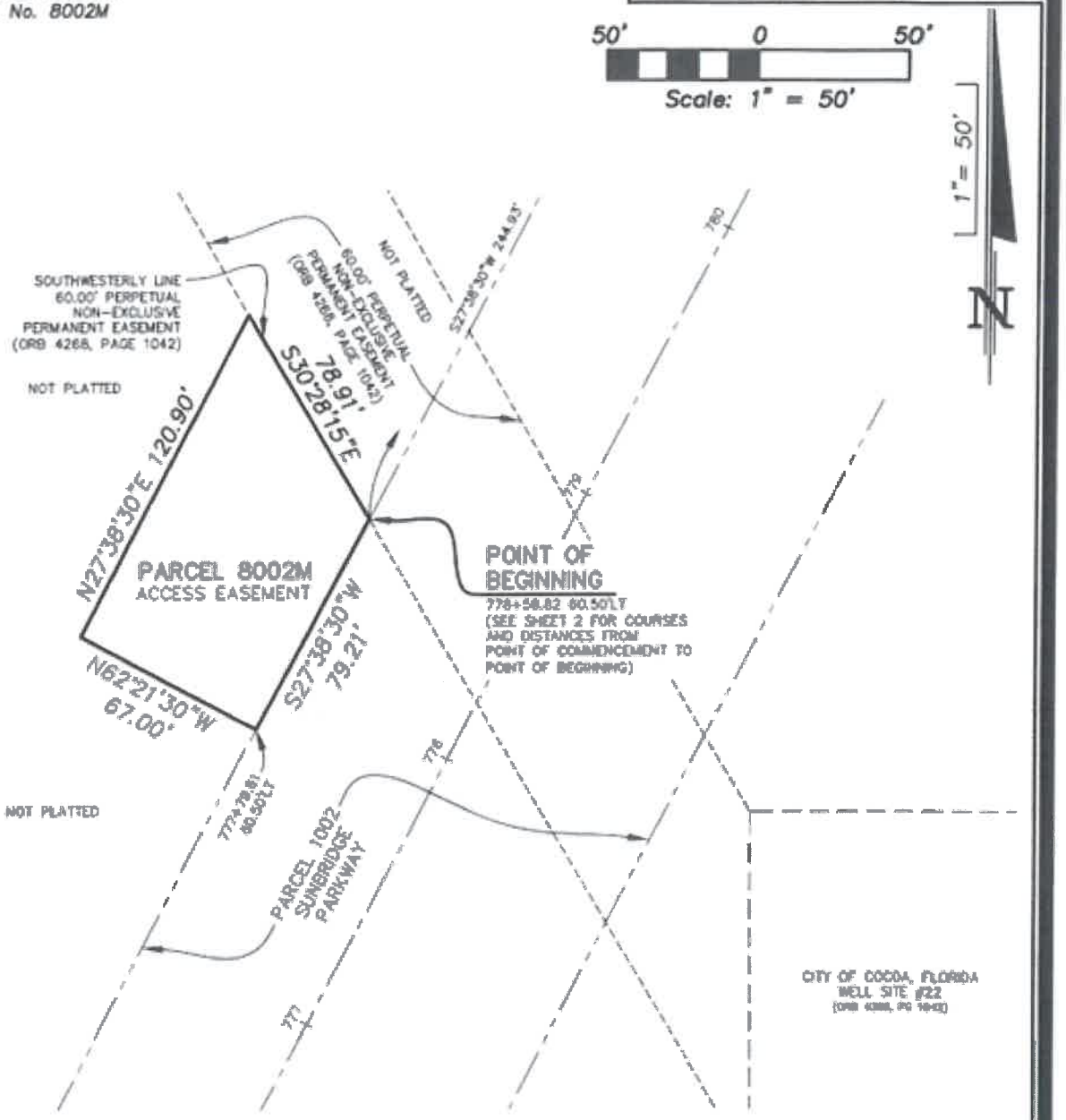
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CS# 20-128(54)

4886-0240-7740.v1

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8002M



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PROJECT NUMBER
CIP 5149

PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 200

DRAWN BY: PH	CHECKED BY: RLC	JOB NO. 18057.015	SCALE 1"=50'	SHEET 3 OF 3
DATE: 9/2022				

CS# 20-128(54)

Printed: Fri 07-Oct-2022 - 03:04PM
F:\Proj2015\15152\Sdwg\MAIN88\sod\18057\20-128(54) Parcel 8002M Cocoa Access Easement CFPH 200.dwg

Sunbridge, Orange County
Sunbridge Parkway Segments 2-4
Parcel 8001U
Access Easement
CFPH 1600
CS#20-128(53)

Description:

That part of Section 18, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 18; thence N89°49'15"E along the North line of the Northwest 1/4 of said Section 18, a distance of 2002.10 feet to a non-tangent curve concave Westerly having a radius of 3547.50 feet and a chord bearing of S05°47'59"W; thence departing said North line run Southerly along the arc of said curve through a central angle of 43°41'02" for a distance of 2704.71 feet to the point of tangency; thence S27°38'30"W, 737.31 feet; thence S62°21'30"E, 7.50 feet; thence S27°38'30"W, 1056.98 feet to the point of curvature of a curve concave Easterly having a radius of 1920.00 feet and a chord bearing of S22°34'44"W; thence Southwesterly along the arc of said curve through a central angle of 10°07'33" for a distance of 339.32 feet to the Southerly line of the 60.00 foot wide Utility and Access Easement, as described in Official Records Book 4874, Page 1494, of the Public Records of Orange County, Florida, as amended in Official Records Book 4954, Page 1678, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southerly line continue Southerly along the arc of said curve concave Easterly having a radius of 1920.00 feet and a chord bearing of S16°23'59"W through a central angle of 02°13'56" for a distance of 74.80 feet to a radial line; thence S74°42'59"E along said radial line, 43.07 feet; thence N22°36'45"E, 104.47 feet to the aforesaid Southerly line of the 60.00 foot wide Utility and Access Easement; thence S77°35'26"W along said Southerly line, 62.05 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2007 Datum; the reciprocal grid factor is 1.00005499931.

Containing 0.098 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8001U

Description:

That part of Section 18, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 18; thence N89°49'15"E along the North line of the Northwest 1/4 of said Section 18, a distance of 2002.10 feet to a non-tangent curve concave Westerly having a radius of 3547.50 feet and a chord bearing of S05°47'59"W; thence departing said North line run Southerly along the arc of said curve through a central angle of 43°41'02" for a distance of 2704.71 feet to the point of tangency; thence S27°38'30"W, 737.31 feet; thence S62°21'30"E, 7.50 feet; thence S27°38'30"W, 1056.98 feet to the point of curvature of a curve concave Easterly having a radius of 1920.00 feet and a chord bearing of S22°34'44"W; thence Southwesterly along the arc of said curve through a central angle of 10°07'33" for a distance of 339.32 feet to the Southerly line of the 60.00 foot wide Utility and Access Easement, as described in Official Records Book 4874, Page 1494, of the Public Records of Orange County, Florida, as amended in Official Records Book 4954, Page 1678, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southerly line continue Southerly along the arc of said curve concave Easterly having a radius of 1920.00 feet and a chord bearing of S16°23'59"W through a central angle of 02°13'56" for a distance of 74.80 feet to a radial line; thence S74°42'59"E along said radial line, 43.07 feet; thence N22°36'45"E, 104.47 feet to the aforesaid Southerly line of the 60.00 foot wide Utility and Access Easement; thence S77°35'26"W along said Southerly line, 62.05 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2007 Datum; the reciprocal grid factor is 1.00005499931.

Containing 0.098 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, North American Datum of 1983/2007 Adjustment, East Zone, deriving a bearing of North 89°49'35" East along the North line of the Northwest 1/4 of Section 18, Township 24 South, Range 32 East.
3. The existing easements shown hereon are based on an Ownership and Encumbrance Report, File Number 2037-5228068, dated 09/03/2021, prepared by First American Title Insurance Company.

LEGEND

CFPH 200	CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC	PRC	POINT OF REVERSE CURVATURE
SEC 18-24-32	SECTION 18, TOWNSHIP 24 SOUTH, RANGE 32 EAST	PT	POINT OF TANGENCY
℄	CENTERLINE	NT	NON-TANGENT
℘	PROPERTY LINE	(NR)	NON-RADIAL
CCR	CERTIFIED CORNER RECORD	(R)	RADIAL
CM	CONCRETE MONUMENT	PB	PLAT BOOK
FND	FOUND	PGS	PAGES
ID	IDENTIFICATION	R/W	RIGHT-OF-WAY
IRC	IRON ROD & CAP	RT	RIGHT
ORB	OFFICIAL RECORDS BOOK	N/A	NOT APPLICABLE
PB	PLAT BOOK	NAD 83	NORTH AMERICAN DATUM OF 1983
PG(S)	PAGE(S)	Δ=	CENTRAL ANGLE
PC	POINT OF CURVATURE	R=	RADIUS
PCC	POINT OF COMPOUND CURVATURE	L=	ARC LENGTH
		CB=	CHORD BEARING

PREPARED FOR:	PROJECT NUMBER	DATE	BY	DESCRIPTION
Tavistock East Services, LLC SUNBRIDGE PARKWAY (ORANGE COUNTY) CFPH 1600	CIP 5149			REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

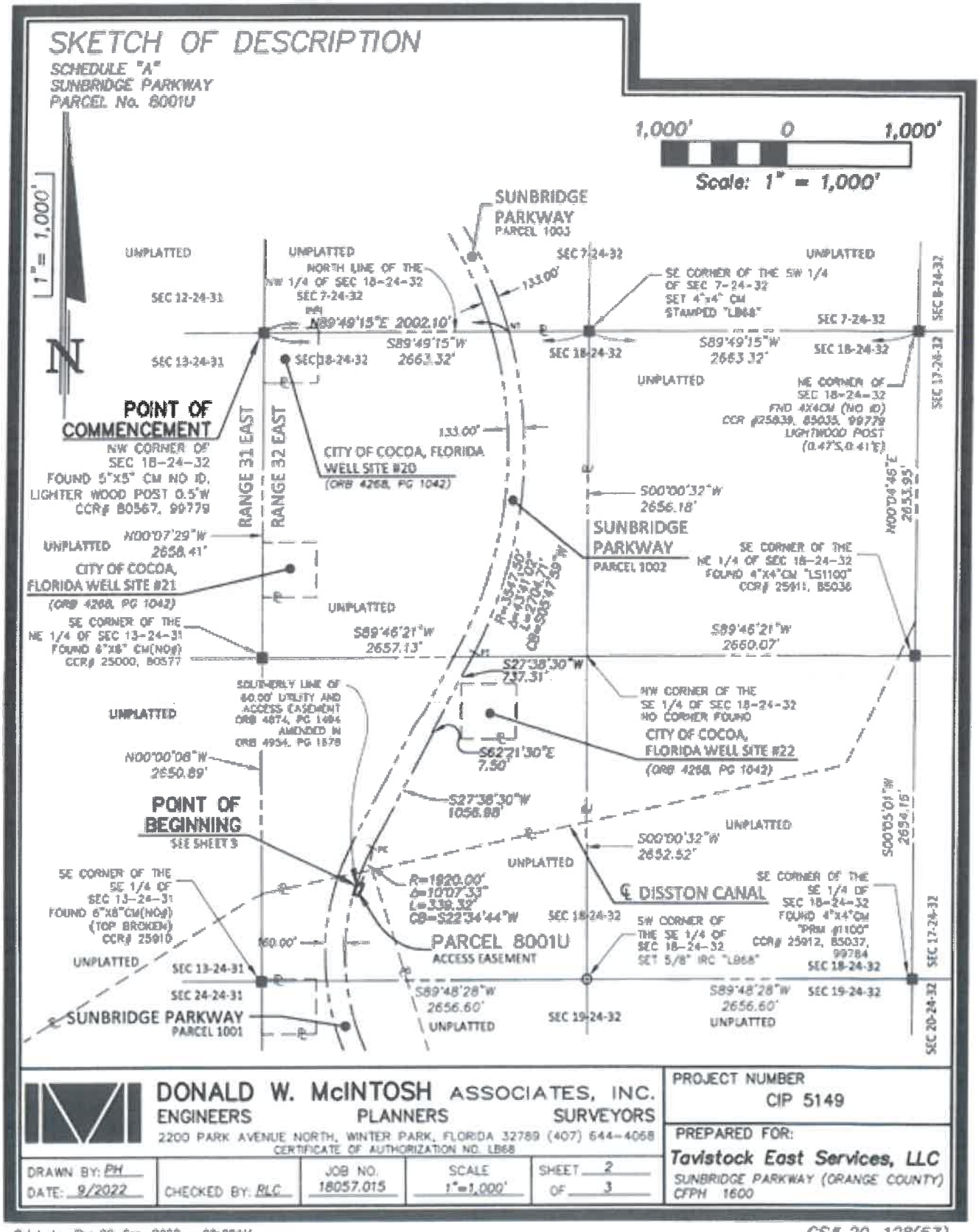
Rocky L. Carter, LS4285 September 22, 2022
Florida Professional Surveyor and Mapper
Certificate No. 4285

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE (SJ-17.062(3) F.A.C.) OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

DRAWN BY: PH		JOB NO.	SCALE	SHEET 1
DATE: 9/2022	CHECKED BY: RLC	18057.015	N/A	OF 3

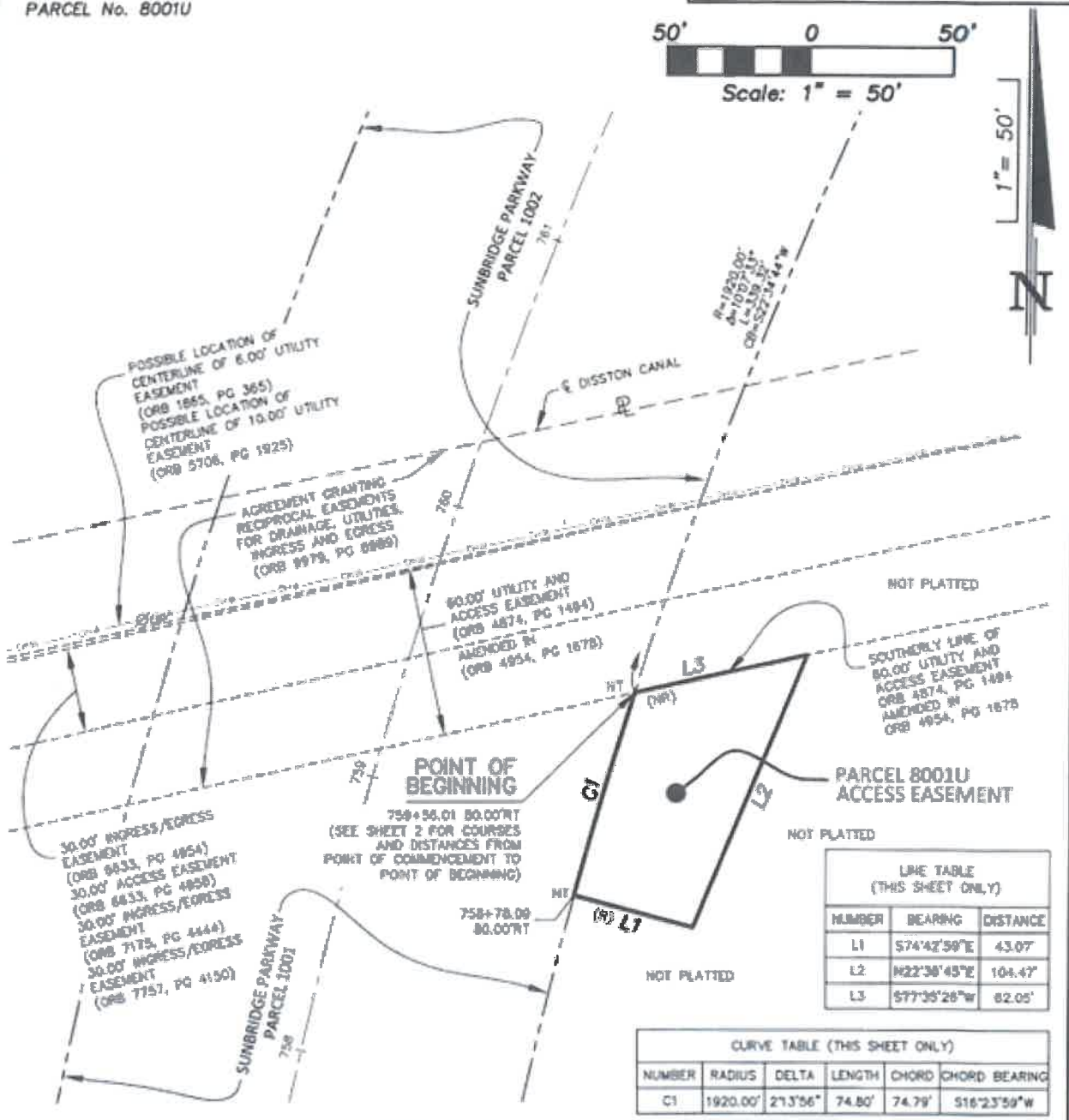
Printed: Thu 22-Sep-2022 - 08:20AM F:\Proj2018\18057\SURadmin\Legals\SL17074desc
F:\Proj2015\15132\Dwg\MAY088\pad\18057\20-128(53) Parcel 8001U Cocoa Access Easement CFPH 1600.dwg

CS# 20-128(53)


SKETCH OF DESCRIPTION
SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8001U
1,000' 0 1,000'
Scale: 1" = 1,000'
1" = 1,000'
N
SUNBRIDGE PARKWAY PARCEL 1003
UNPLATTED
NORTH LINE OF THE NW 1/4 OF SEC 18-24-32 SEC 7-24-32
N89°49'15"E 2002.10'
S89°49'15"W 2663.32'
SEC 12-24-31
SEC 13-24-31
SEC 18-24-32
SEC 7-24-32
SE CORNER OF THE SW 1/4 OF SEC 7-24-32 SET 4"x4" CM STAMPED "LB68"
NE CORNER OF SEC 18-24-32 FND 4X4CM (NO ID) CCR #25839, 85035, 99779 LIGHTWOOD POST (0.47'S, 0.41'E)
SEC 17-24-32
SEC 8-24-32
POINT OF COMMENCEMENT
NW CORNER OF SEC 18-24-32 FOUND 5"X5" CM NO ID, LIGHTER WOOD POST 0.5'W CCR# 80567, 99779
RANGE 31 EAST
RANGE 32 EAST
133.00'
CITY OF COCOA, FLORIDA WELL SITE #20 (ORB 4268, PG 1042)
S00°00'32"W 2656.18'
N00°04'46"E 2653.95'
SUNBRIDGE PARKWAY PARCEL 1002
N00°07'29"W 2658.41'
CITY OF COCOA, FLORIDA WELL SITE #21 (ORB 4268, PG 1042)
SE CORNER OF THE NE 1/4 OF SEC 18-24-32 FOUND 4"x4"CM "LS1100" CCR# 25911, 85036
SE CORNER OF THE NE 1/4 OF SEC 13-24-31 FOUND 6"X6" CM(NO#) CCR# 25000, 80577
S89°46'21"W 2657.13'
S89°46'21"W 2660.07'
R=1367.50'
Δ=13°41'07"
L=327.04'
CB=S85°47'59"W
S27°38'30"W 237.31'
SOUTHERLY LINE OF 60.00' UTILITY AND ACCESS EASEMENT ORB 4674, PG 1484 AMENDED IN ORB 4954, PG 1878
NW CORNER OF THE SE 1/4 OF SEC 18-24-32 NO CORNER FOUND
CITY OF COCOA, FLORIDA WELL SITE #22 (ORB 4268, PG 1042)
S62°21'30"E 7.50'
N00°00'08"W 2650.89'
S27°38'30"W 1056.88'
POINT OF BEGINNING
SEE SHEET 3
S00°05'01"W 2654.15'
S00°00'32"W 2652.52'
SE CORNER OF THE SE 1/4 OF SEC 13-24-31 FOUND 6"X6"CM(NO#) (TOP BROKEN) CCR# 25910
R=1920.00'
Δ=10°07'33"
L=339.32'
CB=S22°34'44"W
℄ DISSTON CANAL
SE CORNER OF THE SE 1/4 OF SEC 18-24-32 FOUND 4"x4"CM "PRM #1100" CCR# 25912, 85037, 99784
SW CORNER OF THE SE 1/4 OF SEC 18-24-32 SET 5/8" IRC "LB68"
60.00'
PARCEL 8001U
ACCESS EASEMENT
SEC 13-24-31
SEC 24-24-31
SEC 18-24-32
SEC 19-24-32
S89°48'28"W 2656.60'
SUNBRIDGE PARKWAY PARCEL 1001
SEC 20-24-32
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68
PROJECT NUMBER
CIP 5149
PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 1600
DRAWN BY: PH
DATE: 9/2022
CHECKED BY: RLC
JOB NO. 18057.015
SCALE 1"=1,000'
SHEET 2 OF 3
Printed: Thu 22-Sep-2022 - 08:30AM
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CS# 20-128(53)

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8001U



LINE TABLE (THIS SHEET ONLY)

NUMBER	BEARING	DISTANCE
L1	S74°42'59"E	43.07'
L2	N22°38'45"E	104.47'
L3	S77°35'28"W	82.05'

CURVE TABLE (THIS SHEET ONLY)

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1920.00'	2°13'56"	74.80'	74.79'	S16°23'59"W

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PROJECT NUMBER
CIP 5149

PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 1600

DRAWN BY: PH	CHECKED BY: RLC	JOB NO. 18057.015	SCALE 1"=50'	SHEET 3 OF 3
DATE: 9/2022				

CS# 20-128(53)

Printed: Thu 22-Sep-2022 - 08:20AM
F:\Proj2015\15152\Sdwg\WAVDBB\sod\18057\20-128(53) Parcel 8001U Cocoa Access Easement CFPH 1600.dwg

Prepared By and Return To:

Kirton McConkie
50 East South Temple, 4th Floor
Salt Lake City, Utah 84111
Attn: Eric B. Robinson

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made this _____ day of _____, 2023, by and among **CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC**, a Florida limited liability company, and **CENTRAL FLORIDA PROPERTY HOLDINGS 1600, LLC**, a Florida limited liability company, (collectively, "**Grantor**"); and **CITY OF COCOA**, a Florida municipal corporation, whose mailing address is 65 Stone Street, Cocoa, Florida 32922 ("**Grantee**"), with reference to the following facts:

A. Grantor owns certain real property more particularly described and depicted on **Exhibit "A"** attached hereto and made a part hereof ("**Grantor's Property**").

B. Grantee is the owner of that certain easement property, lying within Grantor's Property, which is more particularly described on **Exhibit "B"** attached hereto and made a part hereof ("**Grantee's Easement Property**").

C. Orange County, a charter county and political subdivision of the State of Florida ("**Orange County**"), has undertaken a road improvements project known as the Sunbridge Parkway Extension project, lying generally south of Aerospace Parkway and east of Roberts Island Slough extending to the Orange/Osceola County line (approximately 6.3 miles) (the "**Project**").

D. The completion of the Project will affect Grantee's existing access easement to Grantee's Easement Property, and Grantee requires a new access easement on portions of the Grantor's Property to enable Grantee to continue to access Grantee's Easement Property.

E. In an effort to work cooperatively with Grantee, Grantor agrees to convey to Grantee, for the benefit of Grantee's Easement Property, an access easement over and across that certain portion of the Grantor's Property more particularly depicted and described on **Exhibit "C"** attached hereto and made a part hereof (the "**Access Easement Area**"), as more particularly set forth in this Agreement

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Exhibits. The above recitals are true and correct and, together with the Exhibits attached hereto, are incorporated herein by this reference.

2. Access Easement. Grantor hereby gives, grants, bargains, sells, and conveys to Grantee a perpetual, permanent, non-exclusive access easement for the purpose of vehicular and pedestrian ingress

and egress on, over, under, upon, through, and across the Access Easement Area with full authority to enter, as Grantee may deem necessary, the Access Easement Area, together with the rights, easements, privileges, and appurtenances in or to the Access Easement Area, which may be required for the full enjoyment of the rights herein granted (the **"Access Easement"**). The rights granted herein in connection with the Access Easement are solely for the purpose of allowing for Grantee's vehicular and pedestrian ingress, egress, and access to the Access Easement Area as is reasonably necessary for the convenience of Grantee, its agents, employees, contractors, invitees, and licensees, for the benefit of Grantee's Easement Property and for no other purpose, and shall not be construed to grant the general public any rights or privileges.

3. Grantor's Use of the Access Easement Area. Grantor hereby reserves unto itself all other rights to use the Access Easement Area that are consistent with the easement rights granted pursuant to this Agreement. Grantor may use the Access Easement Area for any use that is consistent with Grantee's intended use of the granted easements or for any activity that will not adversely affect ingress, egress, and access of Grantee.

4. Modification, Reconfiguration, or Relocation of Access Easement Area. Grantor may modify, reconfigure, and/or relocate (each, a **"Modification"**) the Access Easement Area at any time with the prior written consent of Grantee, whose consent of the same shall not be unreasonably withheld, conditioned, or delayed provided that: (a) Grantor obtains all necessary permits for the Modification from Grantee and any regulatory agencies with applicable jurisdiction, (b) Grantor conveys to Grantee any additional easement(s) necessary to access the relocated or modified Access Easement Area, (c) Grantor pays all costs associated with such Modification, and (d) Grantor shall deliver to Grantee an amendment to this Agreement together with a legal description for the relocated Access Easement Area, including any easement(s) necessary for access to the relocated or modified Access Easement Area. Any such Modification shall be documented and memorialized by formal amendment to this Agreement executed and recorded with equal formality.

5. Liens. Grantee shall not cause or permit any liens for labor, services or materials to be created against title to the Access Easement Area. To the extent any such lien is created against the Access Easement Area as a result of Grantee's rights herein, Grantee shall cause such lien to be released of record, within thirty (30) days of Grantee obtaining knowledge of such lien, by either satisfying such lien or transferring such lien to bond.

6. Indemnification and Hold Harmless. Grantee covenants and agrees that Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's members, partners, affiliates, and employees (collectively, the "**Indemnified Parties**") from and against any and all losses, claims, causes of action, damages, injuries, and liabilities, to the extent same arise or are claimed against any of the Indemnified Parties as a result of Grantee's or its agents', employees', contractors', lessees' or invitees' exercise of the Access Easement; provided, however, the foregoing indemnification obligation of Grantee shall not apply to any loss, claim, cause of action, damage, injury or liability to the extent arising from any acts or omission of any of the Indemnified Parties. Grantee's indemnification, defense and hold harmless obligations shall survive expiration or termination of this Agreement.

7. "As-Is". The Access Easement is granted to and accepted by Grantee in its "AS IS" condition and without any warranty or representation, express or implied, by Grantor as to the condition or suitability for Grantee's purposes or otherwise. Grantee acknowledges that the Access Easement granted herein is subject to all applicable easements, restrictions, reservations and other matters of record in effect as of the date of recording of this Agreement.

8. Miscellaneous Provisions.

(a) Severability. If any term, provision, covenant or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term, provision, covenant or condition of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

(b) Covenants Running With the Land; Binding Effect; Assignment. The Access Easement and other covenants set forth in this Agreement constitute covenants running with the land, burdening the Access Easement Area and benefitting Grantee's Easement Property, and are binding upon the parties hereto and their respective successors and assigns.

(c) Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue and jurisdiction for any action arising out of this Agreement shall be within the circuit court in or for the County.

(d) Waiver of Breach. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

(e) Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of the Access Easement, and supersedes all previous negotiations leading thereto. This Agreement may be amended or modified only in writing signed by Grantor and Grantee, or their respective successors or assigns in title, and recorded in the Public Records of the County.

(f) No Third Party Beneficiaries. No person or entity shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein. The Access Easement and other terms and conditions of this Agreement shall not constitute dedications to the public, and no member of the public shall have any rights hereunder.

(g) Construction. The parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship, and shall be construed liberally to accomplish their intended purposes.

(h) Counterparts. This Agreement may be executed in counterparts; all such counterparts together being deemed a single document.

(i) Attorneys' Fees. In the event of a dispute between the parties arising under this Agreement, the prevailing party in any action shall be entitled to its reasonable attorneys' and paralegal's fees and all expenses and costs incurred pertaining to such action (including, without limitation, reasonable attorneys' and paralegals' fees and costs relating to any trial, appeal, post-judgment and bankruptcy proceeding) and in enforcement of any remedy. This provision expressly survives termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[Signatures begin on following page.]

WITNESSES:

Signed, sealed and delivered
in the presence of:

Diane Lunt
Signature of Witness #1

Diane Lunt
Typed/Printed Name of Witness #1

Dale K. Bills
Signature of Witness #2

DALE K. BILLS
Typed/Printed Name of Witness #2

GRANTOR:

CENTRAL FLORIDA PROPERTY HOLDINGS 1600, LLC
a Florida limited liability company

By: Doug Rose
Douglas L. Rose, Manager

RB

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me by means of /X/physical presence or /__/ online notarization, this 24 day of January, 2023, by Douglas L. Rose, as Manager of Central Florida Property Holdings 1600, LLC, a Florida limited liability company, on behalf of said limited liability company, who /X/ is personally known to me or /__/provided _____ as identification.

Anne Jellinich
NOTARY PUBLIC, State of Utah
Anne Jellinich
Print or Stamp Name
My Commission Expires: 6.15.24
Affix Notary Seal:

ANNE JELLINICH
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 725291
COMM. EXP. 06-15-2026

1/23/2023

[Grantor's Signature Pages to Access Easement Agreement]

WITNESSES:

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Diane Lunt
Typed/Printed Name of Witness #1

Signature of Witness #2

DALE K. BELLS
Typed/Printed Name of Witness #2

GRANTOR:

CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC
a Florida limited liability company

By: Doug Rose
Douglas L. Rose, Manager

RB

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me by means of /X/physical presence or /__/ online notarization, this 24 day of January, 2023, by Douglas L. Rose, as Manager of Central Florida Property Holdings 200, LLC, a Florida limited liability company, on behalf of said limited liability company, who /X/ is personally known to me or /__/provided _____ as identification.

NOTARY PUBLIC, State of Utah
Anne Jellinich
Print or Stamp Name
My Commission Expires: 6-15-2026
Affix Notary Seal:

ANNE JELLINICH
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 725291
COMM. EXP. 06-15-2026

1/23/2023

[Grantee's Signature Page to Access Easement Agreement]

WITNESSES:

Signed, sealed and delivered
in the presence of:

_____
Signature of Witness #1

_____
Typed/Printed Name of Witness #1

_____
Signature of Witness #2

_____
Typed/Printed Name of Witness #2

GRANTEE:

CITY OF COCOA
a Florida municipal corporation

By: _____
Name: _____
Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /__/physical presence or /__/online notarization, _____ day of _____, 2023, by _____, as _____ of the City of Cocoa, a Florida municipal corporation, who is personally known to me.

_____
NOTARY PUBLIC

_____
Print or Stamp Name
My Commission Expires: _____
Affix Notary Seal:

EXHIBIT "A"
Description and Depiction of Grantor's Property

SKETCH OF DESCRIPTION

DESCRIPTION:

That part of the West 1/2 of Section 18, Township 24 South, Range 32 East, Orange County, Florida, lying North of the centerline of the Disston Canal. LESS AND EXCEPT: "Well Site #20", "Well Site #21" and "Well Site #22", described in Official Records Book 4268, Page 1042 of the Public Records of Orange County, Florida.

CS by JJB 9 Dec 2015

Containing 249.3 acres more or less, and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR: Farm Land Reserve, Inc., and its immediate successors

INNOVATION WAY EAST
PART OF SECTION 18 TOWNSHIP 24 SOUTH, RANGE 32 EAST

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: BW	CHECKED BY: RC	JOB NO.	SCALE	SHEET 2
DATE: 11/2015	DATE: 11/2015	15156.001	N/A	OF 2

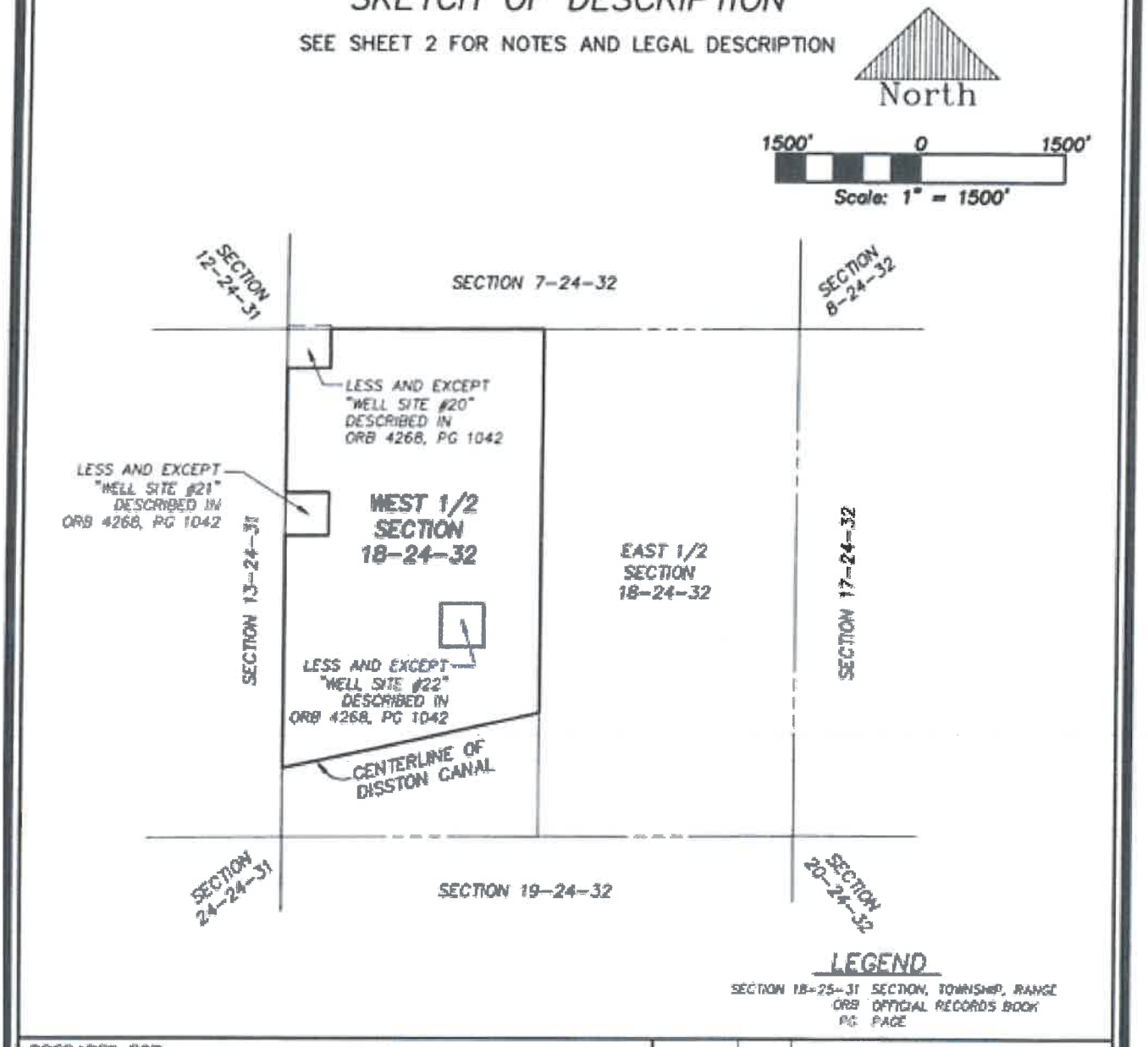
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SL14407desc

CS# 15-206(B)

SKETCH OF DESCRIPTION

SEE SHEET 2 FOR NOTES AND LEGAL DESCRIPTION



PREPARED FOR: Farm Land Reserve, Inc., and its immediate successors

INNOVATION WAY EAST
PART OF SECTION 18 TOWNSHIP 24 SOUTH, RANGE 32 EAST

DATE	BY	DESCRIPTION
12/15/15	RLC	REVISED "PREPARED FOR:" AND ADDED ACREAGE

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Rocky L. Corson December 16, 2015
Florida Registered Surveyor and Mapper
Certificate No. 4285
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: BW	CHECKED BY: RC	JOB NO.	SCALE	SHEET 1
DATE: 11/2015	DATE: 11/2015	15156.001	1"=1500'	OF 2

Printed: Wed 16-Dec-2015 - 10:37AM
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CS# 15-206(B)

SKETCH OF DESCRIPTION

SEE SHEET 2 FOR SKETCH

Description:

That part of Sections 18, 19, 30 and 31, Township 24 South, Range 32 East, and that part of Sections 13 and 24, Township 24 South, Range 31 East, Orange County, Florida lying South of the centerline of the Disston Canal, lying East of Lake Mary Jane Road, LAKE MARY JANE SHORES, according to the plat thereof, as recorded in Plat Book U, Pages 121 through 123, and Right-of-way Agreement recorded in Official Records Book 989, Page 329 of the Public Records of Orange County, Florida, and lying West of the following described line:

COMMENCE at the Southwest corner of said Section 31; thence S89°35'05"E along the South line of the Southwest 1/4 of said Section 31, for a distance of 1763.88 feet to the POINT OF BEGINNING; thence departing said South line run N36°24'27"E, a distance of 2596.78 feet to the point of curvature of a curve concave Westerly having a radius of 2080.00 feet and a chord bearing of N09°47'04"E; thence Northerly along the arc of said curve through a central angle of 53°14'47" for a distance of 1933.00 feet to the point of tangency; thence N16°50'20"W, 1667.41 feet to the North line of the Northeast 1/4 of said Section 31; thence continue N16°50'20"W, 2832.57 feet to the point of curvature of a curve concave Easterly having a radius of 7620.00 feet and a chord bearing of N06°55'04"W; thence Northerly along the arc of said curve through a central angle of 19°50'31" for a distance of 2638.86 feet to the South line of the Southwest 1/4 of Section 19, Township 24 South, Range 32 East and a non-tangent line; thence S89°59'27"E along said South line, for a distance of 130.25 feet; thence departing said South line run N05°41'49"E, for a distance of 1169.48 feet to a 1/2" iron rod with cap marked "LB 6915", Atlantic Surveying, Inc.; thence N14°48'52"W, 929.61 feet to a 1/2" iron rod with cap marked "LB 6915"; thence N13°45'09"W, 1202.71 feet to a 1/2" iron rod with cap marked "LB 6915"; thence N13°41'21"W, 756.38 feet to a 1/2" iron rod with cap marked "LB 6915"; thence N16°46'27"W, 1520.21 feet to a 1/2" iron rod with cap marked "LB 6915"; thence N16°46'56"W, 808.22 feet more or less to the centerline of Disston Canal and the POINT OF TERMINATION. This description is based on Florida State Plane Coordinate System East Zone, reciprocal grid factor of 1.00005499931476, NAD 83 Datum (2007 adjustment).

LESS AND EXCEPT City of Cocoa Well Field Sites #31, #32 and #33, described and recorded in Official Records Book 4874, Page 1494 of the Public Records of Orange County Florida.

AND

LESS AND EXCEPT lands described in Official Records Book 3158, Page 1195 of the Public Records of Orange County, Florida.

AND

LESS AND EXCEPT lands described in Official Records Book 7417, Page 3377 of the Public Records of Orange County, Florida.

Being subject to any rights-of-way, restrictions and easements of record.

Chec by JJB 10 July 2019

NOTES:

1. This is not a survey.
2. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
3. Bearings based on the South line of the Southwest 1/4 of Section 31, Township 24 South, Range 32 East, Orange County, Florida, being S89°35'05"E, Florida East Zone, State Plane Coordinate System. NAD83/2007 adjustment.

LEGEND

N/A	NOT APPLICABLE
ORB	OFFICIAL RECORD BOOK
NR	NON-RADIAL
NT	NON-TANGENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PG(S)	PAGE(S)
R/W	RIGHT-OF-WAY
SEC 31-24-32	SECTION 31, TOWNSHIP 24 SOUTH, RANGE 32 EAST
○	1/2" IRON ROD WITH CAP MARKED "LB 6915"

PREPARED FOR: Suburban Land Reserve, Inc

SUNBRIDGE (ORANGE) PARCEL 1600 SEASONING DESCRIPTION

DATE	BY	REVISIONS
06/18/19	JPF	ADD PARCEL AREAS TO SKETCH

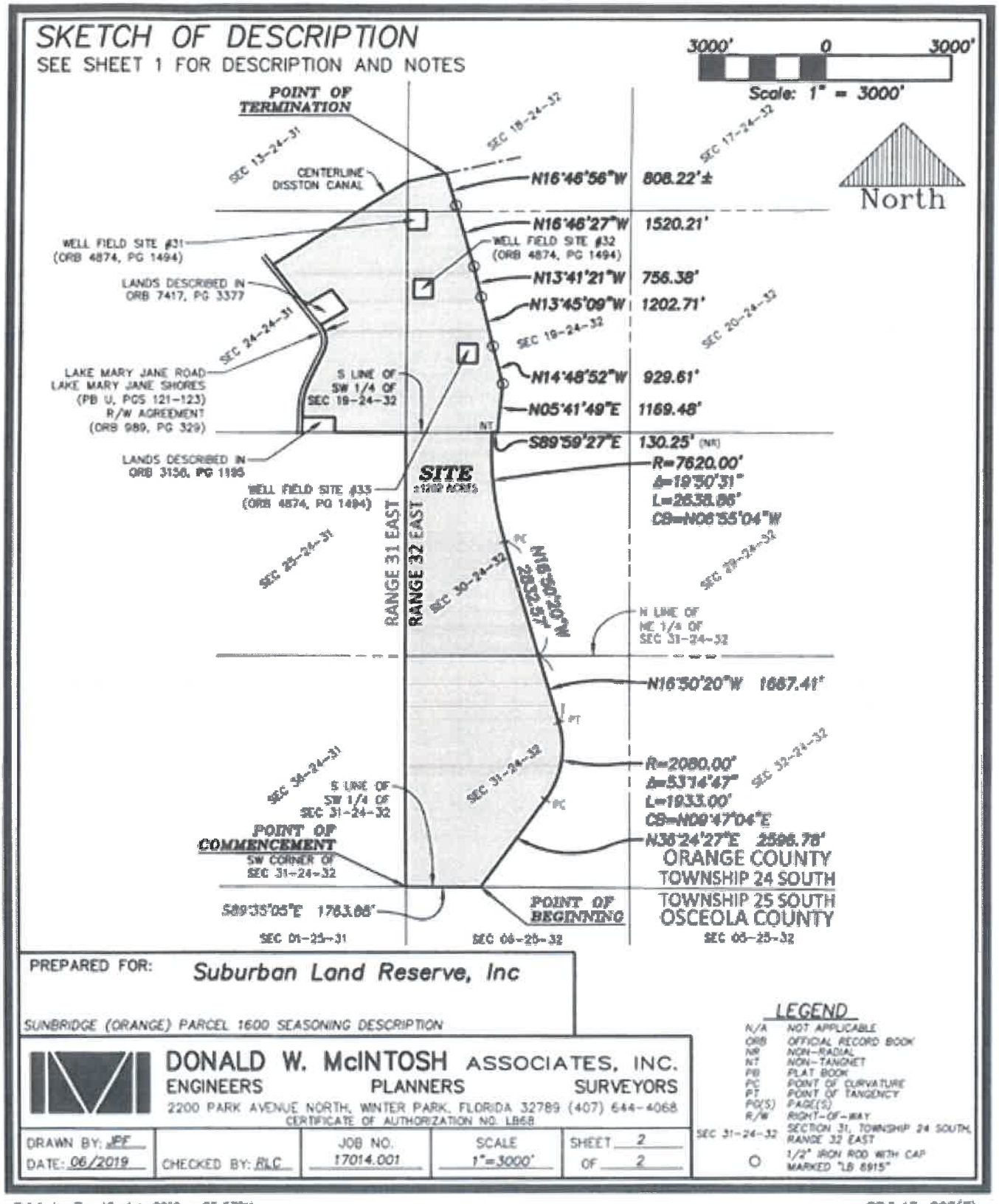
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Rocky L. Carson, June 18, 2019
Florida Registered Surveyor and Mapper
Certificate No. 4785
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JPF	CHECKED BY: RLC	JOB NO. 17014.001	SCALE N/A	SHEET 1 OF 2
DATE: 06/2019				

Printed: Tue 18-Jun-2019 - 05:57PM F:\Proj2008\28020\...\SL15684desc Parcel 1600.docx CS# 15-205(T)
F:\Proj2008\28020\Schg\sod\seasoning SODs\1600 Sunbridge (Orange County) Seasoning Parcel Description.dwg



PREPARED FOR: Suburban Land Reserve, Inc

SUNBRIDGE (ORANGE) PARCEL 1600 SEASONING DESCRIPTION

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JPF	CHECKED BY: RLC	JOB NO. 17014.001	SCALE 1"=3000'	SHEET 2 OF 2
DATE: 06/2019				

LEGEND

N/A	NOT APPLICABLE
ORB	OFFICIAL RECORD BOOK
NR	NON-RADIAL
NT	NON-TANGNET
PB	PLAT BOOK
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PG(S)	PAGE(S)
R/W	RIGHT-OF-WAY
SEC 31-24-32	SECTION 31, TOWNSHIP 24 SOUTH, RANGE 32 EAST
○	1/2" IRON ROD WITH CAP MARKED "LB 6915"

Printed: Tue 18-Jun-2019 - 05:57PM
F:\Proj2008\28020\Sdep\sod\seasoning SODs\1600 Sunbridge (Orange County) Seasoning Parcel Description.dwg

CS# 15-205(T)

EXHIBIT "B"

Description of Grantee's Easement Property

Grantee's Easement Property is described in the following documents, which have been recorded in Orange County, Florida:

1. Order of Taking recorded in ORB 4874, PG 1494, as amended by that Amended Order of Taking recorded in ORB 4954, PG 1678

2. Order of Taking recorded in ORB 4268, PG 1042

EXHIBIT "C"
Description and Depiction of the Easement Area

[See the Following Pages]

Sunbridge, Orange County
Sunbridge Parkway Segments 2-4
Parcel 8002M
Access Easement
CFPH 200
CS#20-128(54)
Revised 10/07/2022

Description:

That part of Section 18, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 18; thence N89°49'15"E along the North line of the Northwest 1/4 of said Section 18, a distance of 1863.62 feet to a non-tangent curve concave Westerly having a radius of 3414.50 feet and a chord bearing of S05°28'56"W; thence Southerly along the arc of said curve through a central angle of 44°19'09" for a distance of 2641.16 feet to the point of tangency; thence S27°38'30"W, 244.93 feet to the Southwesterly line of the 60.00 foot wide Permanent Easement, as described in Official Records Book 4268, Page 1042, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southwesterly line continue S27°38'30"W, 79.21 feet; thence N62°21'30"W, 67.00 feet; thence N27°38'30"E, 120.90 feet to the aforesaid Southwesterly line of the 60.00 foot wide Permanent Easement; thence S30°28'15"E along said Southwesterly line, 78.91 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2007 Datum; the reciprocal grid factor is 1.00005499931.

Containing 0.154 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8002M

Description:

That part of Section 18, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 18; thence N89°49'15"E along the North line of the Northwest 1/4 of said Section 18, a distance of 1863.62 feet to a non-tangent curve concave Westerly having a radius of 3414.50 feet and a chord bearing of S05°28'56"W; thence Southerly along the arc of said curve through a central angle of 44°19'09" for a distance of 2641.16 feet to the point of tangency; thence S27°38'30"W, 244.93 feet to the Southwesterly line of the 60.00 foot wide Permanent Easement, as described in Official Records Book 4268, Page 1042, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southwesterly line continue S27°38'30"W, 79.21 feet; thence N62°21'30"W, 67.00 feet; thence N27°38'30"E, 120.90 feet to the aforesaid Southwesterly line of the 60.00 foot wide Permanent Easement; thence S30°28'15"E along said Southwesterly line, 78.91 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2007 Datum; the reciprocal grid factor is 1.00005499931.

Containing 0.154 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, North American Datum of 1983/2007 Adjustment, East Zone, deriving a bearing of North 89°49'15" East along the North line of the Northwest 1/4 of Section 18, Township 24 South, Range 32 East.
3. The existing easements shown hereon are based on an Ownership and Encumbrance Report, File Number 2037-3898832, dated 12/08/2017, prepared by First American Title Insurance Company.

LEGEND

CFPH 200	CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC
SEC 18-24-32	SECTION 18, TOWNSHIP 24 SOUTH, RANGE 32 EAST
℄	CENTERLINE
P	PROPERTY LINE
COR	CERTIFIED CORNER RECORD
CM	CONCRETE MONUMENT
FND	FOUND
ID	IDENTIFICATION
IRC	IRON ROD & CAP
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
L1	LINE NUMBER (SEE LINE TABLE)
C1	CURVE NUMBER (SEE CURVE TABLE)
PT	POINT OF TANGENCY
NT	NON-TANGENT
(NR)	NON-RADIAL
(R)	RADIAL
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
N/A	NOT APPLICABLE
NAD 83	NORTH AMERICAN DATUM OF 1983
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
LT	LEFT

PREPARED FOR:
Towlstock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 200

PROJECT NUMBER
CIP 5149

DATE	BY	REVISIONS
10/7/22	PH	REVISED DESCRIPTION & DESCRIPTION

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4065
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

STATE OF FLORIDA

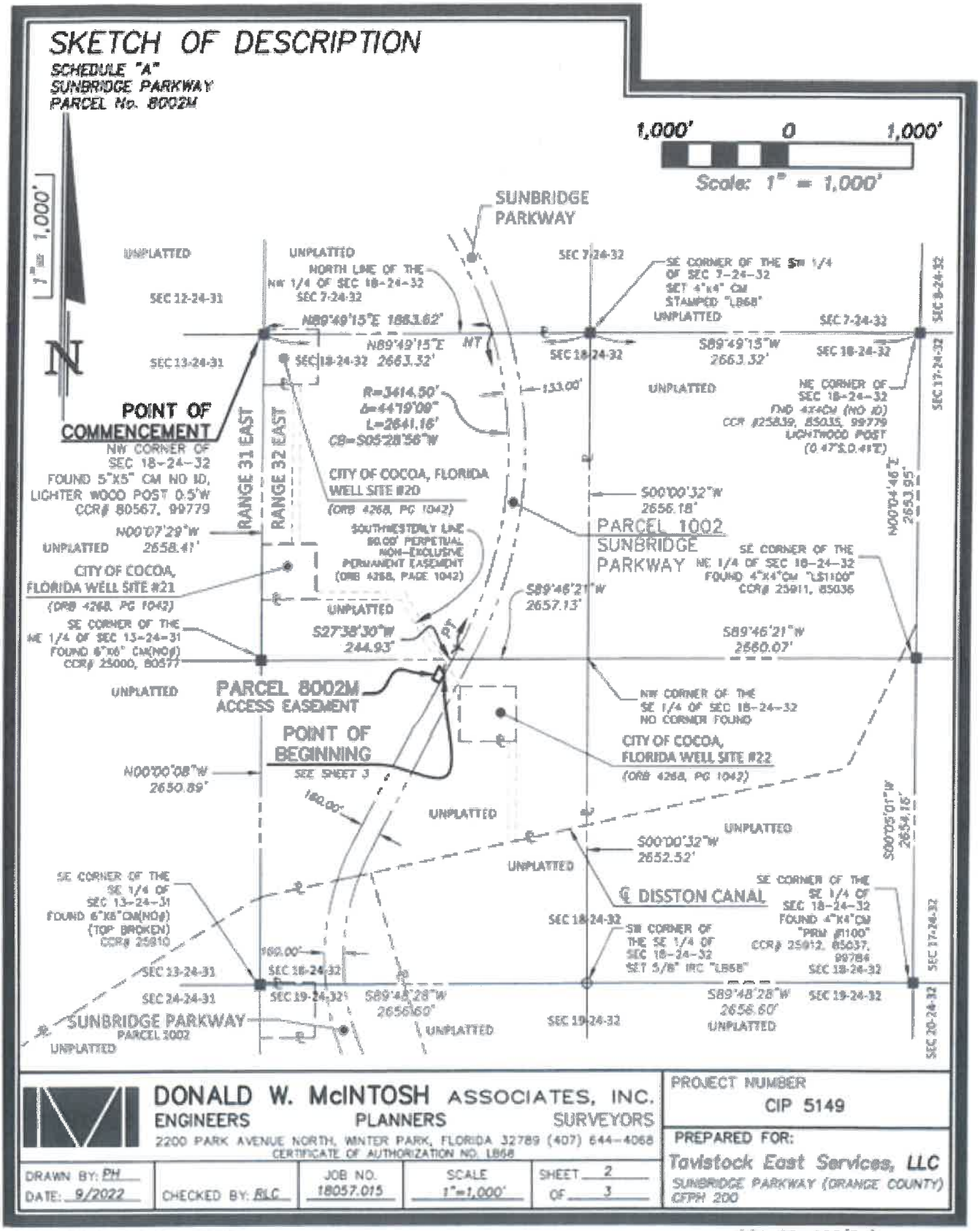
Becky L. Carter — October 07, 2022
Florida Professional Surveyor and Mapper
Certificate No. 4299
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE (SJ-17.062(3)) F.A.C.) OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

DRAWN BY: PH	CHECKED BY: BLC	JOB NO. 18057.015	SCALE N/A	SHEET 1 OF 3
DATE: 9/2022				

Printed: Fri 07-Oct-2022 - 03:04PM F:\Proj2018\18057\...\SL17025.docx
F:\Proj2015\15152\Sdwg\MAIN88\prod\18057\20-128(54) Parcel 8002M Cocoa Access Easement CFPH 200.dwg

CS# 20-128(54)

4886-0240-7740.v1

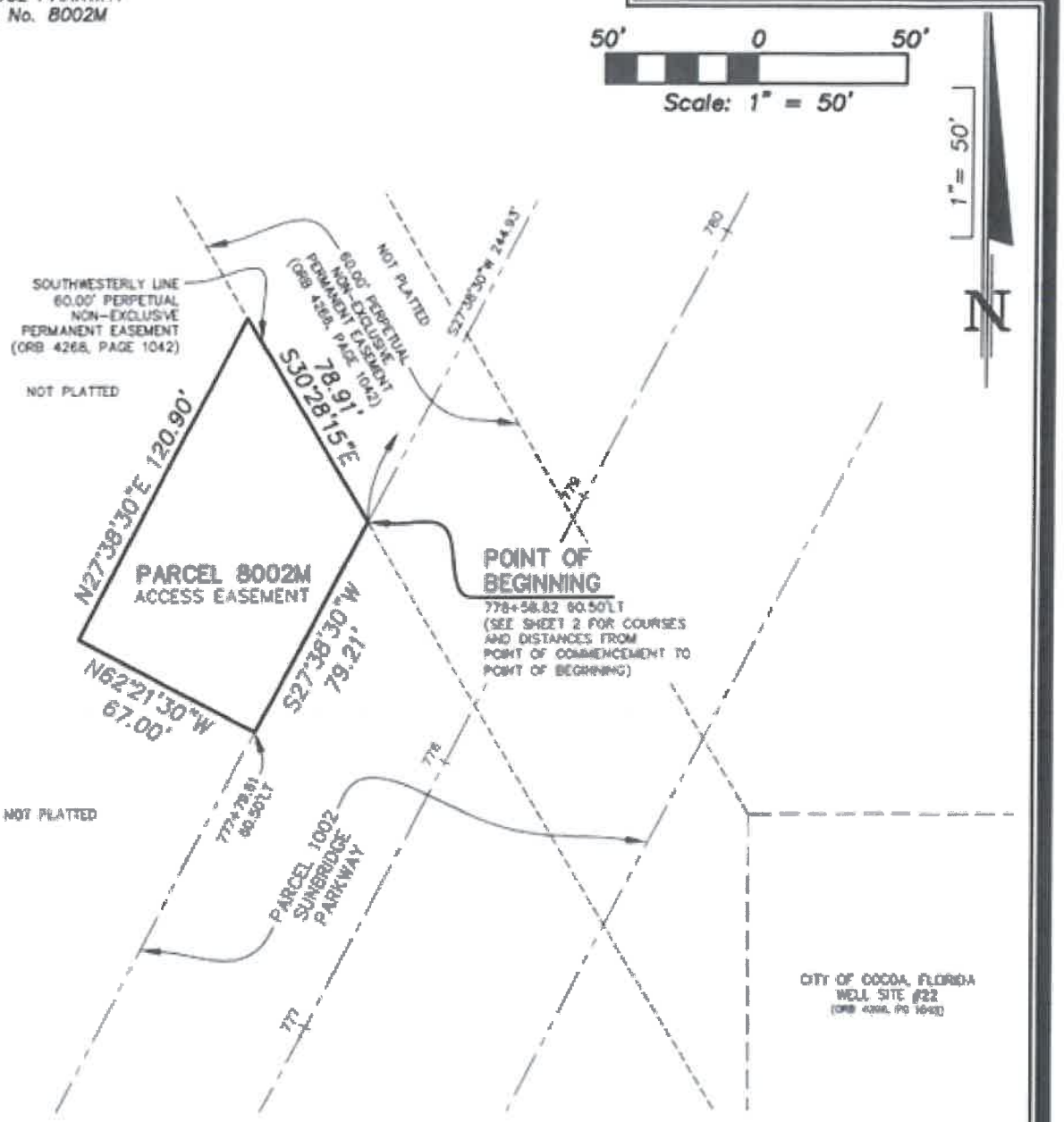


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CS# 20-128(54)

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8002M



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PROJECT NUMBER
CIP 5149

PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 200

DRAWN BY: PH		JOB NO. 18057.015	SCALE 1"=50'	SHEET 3
DATE: 9/2022	CHECKED BY: RLC			OF 3

CS# 20-128(54)

Printed: Fri 07-Oct-2022 - 03:04PM
F:\Proj2015\15152\Sdwg\MAIN85\sod\18057\20-128(54) Parcel 8002M Cocoa Access Easement CFPH 200.dwg

Sunbridge, Orange County
Sunbridge Parkway Segments 2-4
Parcel 8001U
Access Easement
CFPH 1600
CS#20-128(53)

Description:

That part of Section 18, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 18; thence N89°49'15"E along the North line of the Northwest 1/4 of said Section 18, a distance of 2002.10 feet to a non-tangent curve concave Westerly having a radius of 3547.50 feet and a chord bearing of S05°47'59"W; thence departing said North line run Southerly along the arc of said curve through a central angle of 43°41'02" for a distance of 2704.71 feet to the point of tangency; thence S27°38'30"W, 737.31 feet; thence S62°21'30"E, 7.50 feet; thence S27°38'30"W, 1056.98 feet to the point of curvature of a curve concave Easterly having a radius of 1920.00 feet and a chord bearing of S22°34'44"W; thence Southwesterly along the arc of said curve through a central angle of 10°07'33" for a distance of 339.32 feet to the Southerly line of the 60.00 foot wide Utility and Access Easement, as described in Official Records Book 4874, Page 1494, of the Public Records of Orange County, Florida, as amended in Official Records Book 4954, Page 1678, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southerly line continue Southerly along the arc of said curve concave Easterly having a radius of 1920.00 feet and a chord bearing of S16°23'59"W through a central angle of 02°13'56" for a distance of 74.80 feet to a radial line; thence S74°42'59"E along said radial line, 43.07 feet; thence N22°36'45"E, 104.47 feet to the aforesaid Southerly line of the 60.00 foot wide Utility and Access Easement; thence S77°35'26"W along said Southerly line, 62.05 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2007 Datum; the reciprocal grid factor is 1.00005499931.

Containing 0.098 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8001U

Description:

That part of Section 18, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 18; thence N89°49'35"E along the North line of the Northwest 1/4 of said Section 18, a distance of 2002.10 feet to a non-tangent curve concave Westerly having a radius of 3547.50 feet and a chord bearing of S05°47'59"W; thence departing said North line run Southerly along the arc of said curve through a central angle of 43°41'02" for a distance of 2704.71 feet to the point of tangency; thence S27°38'30"W, 737.31 feet; thence S62°21'30"E, 7.50 feet; thence S27°38'30"W, 1056.98 feet to the point of curvature of a curve concave Easterly having a radius of 1920.00 feet and a chord bearing of S22°34'44"W; thence Southwesterly along the arc of said curve through a central angle of 10°07'33" for a distance of 339.32 feet to the Southerly line of the 60.00 foot wide Utility and Access Easement, as described in Official Records Book 4874, Page 1494, of the Public Records of Orange County, Florida, as amended in Official Records Book 4954, Page 1678, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southerly line continue Southerly along the arc of said curve concave Easterly having a radius of 1920.00 feet and a chord bearing of S16°23'59"W through a central angle of 02°13'56" for a distance of 74.80 feet to a radial line; thence S74°42'59"E along said radial line, 43.07 feet; thence N22°36'45"E, 104.47 feet to the aforesaid Southerly line of the 60.00 foot wide Utility and Access Easement; thence S77°35'26"W along said Southerly line, 62.05 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2007 Datum; the reciprocal grid factor is 1.00005499931.

Containing 0.098 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, North American Datum of 1983/2007 Adjustment, East Zone, deriving a bearing of North 89°49'35" East along the North line of the Northwest 1/4 of Section 18, Township 24 South, Range 32 East.
3. The existing easements shown hereon are based on an Ownership and Encumbrance Report, File Number 2037-5228068, dated 03/03/2021, prepared by First American Title Insurance Company.

LEGEND

CFPH 200	CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC
SEC 18-24-32	SECTION 18, TOWNSHIP 24 SOUTH, RANGE 32 EAST
℄	CENTERLINE
	PROPERTY LINE
CCR	CERTIFIED CORNER RECORD
CM	CONCRETE MONUMENT
FND	FOUND
ID	IDENTIFICATION
IRC	IRON ROD & CAP
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
NT	NON-TANGENT
(NR)	NON-RADIAL
(R)	RADIAL
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
RT	RIGHT
N/A	NOT APPLICABLE
NAD 83	NORTH AMERICAN DATUM OF 1983
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING

PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 1600

PROJECT NUMBER
CIP 5149

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

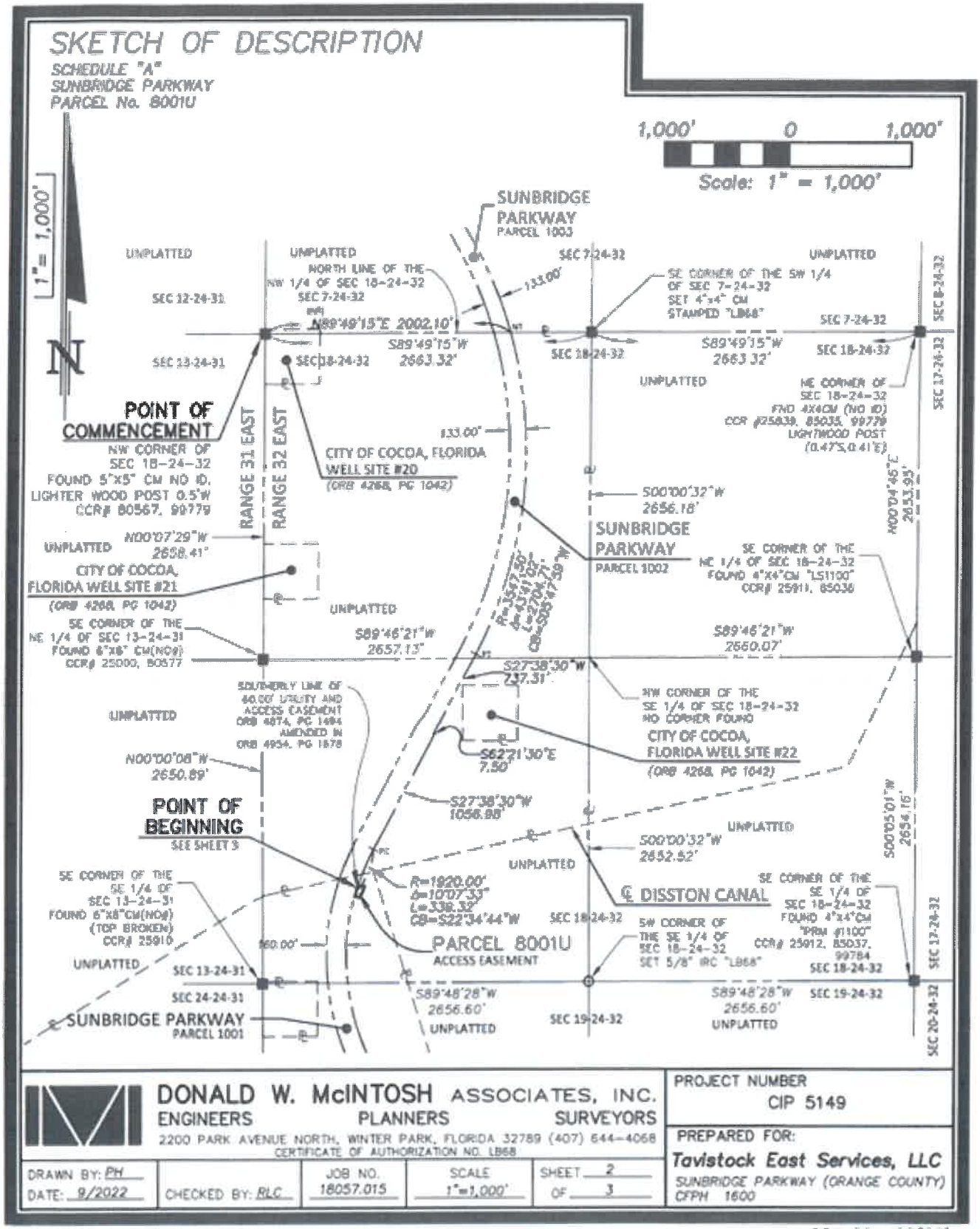
Rocky L. Carter LS4285 September 22, 2022
Florida Professional Surveyor and Mapper
Certificate No. 4285

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.) OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

DRAWN BY: PH	CHECKED BY: RLC	JOB NO. 18057.015	SCALE N/A	SHEET 1 OF 3
DATE: 9/2022				

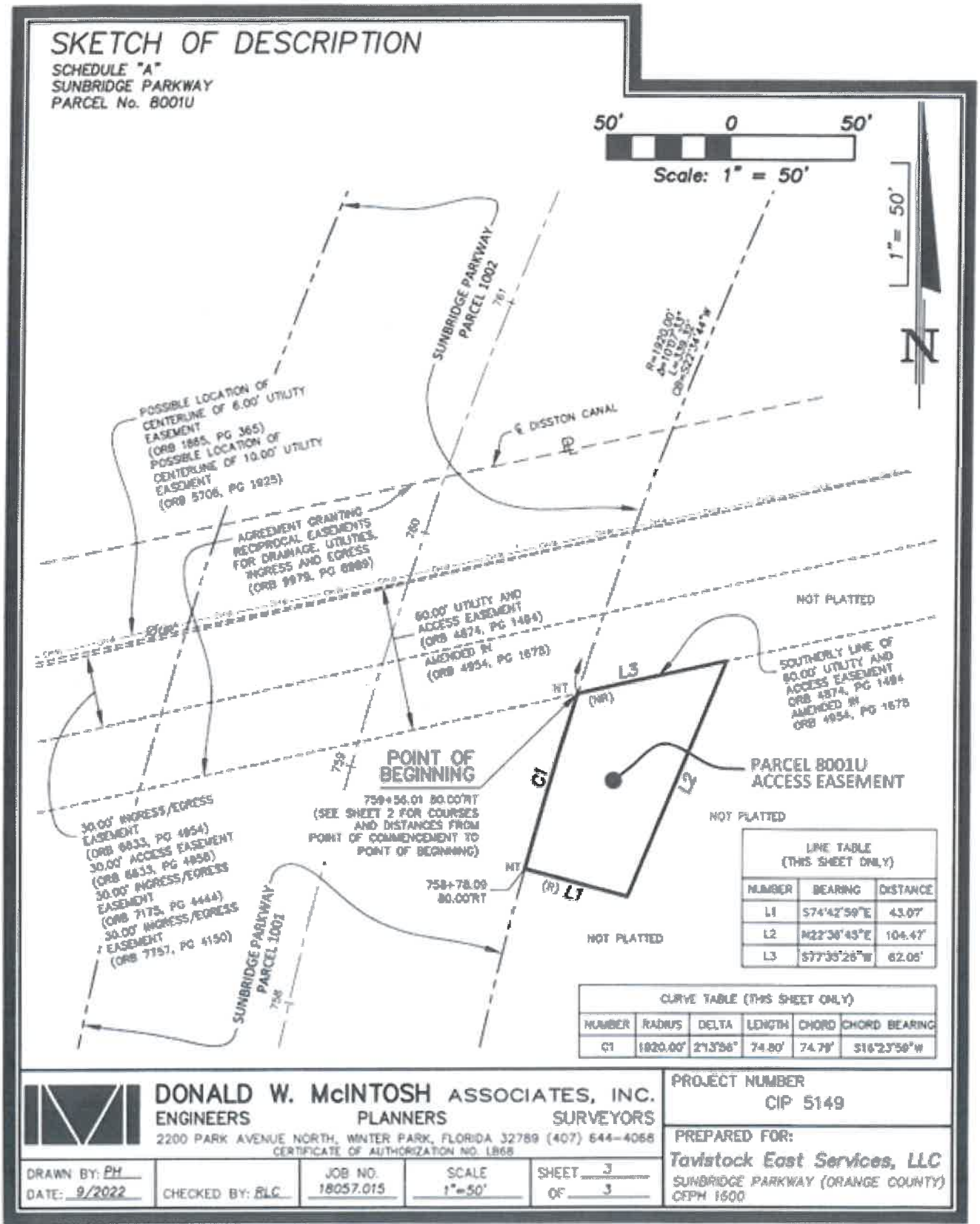
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F:\Proj2015\15152\Sdwg\WAVD88\xod\18057\20-128(53) Parcel 8001U Cocoa Access Easement CFPH 1600.dwg

CS# 20-128(53)


SKETCH OF DESCRIPTION
SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8001U
1,000' 0 1,000'
Scale: 1" = 1,000'
1"= 1,000'
N
SUNBRIDGE PARKWAY PARCEL 1003
UNPLATTED
SEC 12-24-31
SEC 13-24-31
SEC 18-24-32
SEC 7-24-32
SEC 17-24-32
SEC 19-24-32
SEC 20-24-32
NORTH LINE OF THE NW 1/4 OF SEC 18-24-32
SEC 7-24-32
N89°49'15"E 2002.10'
S89°49'15"W 2663.32'
133.00'
SE CORNER OF THE SW 1/4 OF SEC 7-24-32
SET 4"x4" CM STAMPED "LB68"
NE CORNER OF SEC 18-24-32
FND 4X4CM (NO ID)
CCR #25839, 85035, 99779
LIGHTWOOD POST
(0.47'S, 0.41'E)
POINT OF COMMENCEMENT
NW CORNER OF SEC 18-24-32
FOUND 5"x5" CM NO ID.
LIGHTER WOOD POST 0.5'W
CCR# 80567, 99779
RANGE 31 EAST
RANGE 32 EAST
CITY OF COCOA, FLORIDA WELL SITE #20
(ORB 4268, PG 1042)
S00°00'32"W 2656.18'
N00°04'46"E 2653.95'
N00°07'29"W 2658.41'
CITY OF COCOA, FLORIDA WELL SITE #21
(ORB 4268, PG 1042)
SUNBRIDGE PARKWAY PARCEL 1002
SE CORNER OF THE NE 1/4 OF SEC 18-24-32
FOUND 4"X4"CM "LS1100"
CCR# 25911, 85036
SE CORNER OF THE NE 1/4 OF SEC 13-24-31
FOUND 6"x8" CM(NO#)
CCR# 25000, 80577
S89°46'21"W 2657.13'
S89°46'21"W 2660.07'
R=1547.50'
Δ=43°41'51"
L=1179.97'
CB=S68°47'59"W
S27°38'30"W 737.31'
SOUTHERLY LINE OF 40.00' UTILITY AND ACCESS EASEMENT ORB 4074, PG 1484 AMENDED IN ORB 4954, PG 1878
NW CORNER OF THE SE 1/4 OF SEC 18-24-32
NO CORNER FOUND
CITY OF COCOA, FLORIDA WELL SITE #22
(ORB 4268, PG 1042)
N00°00'08"W 2650.89'
S62°21'30"E 7.50'
S27°38'30"W 1056.98'
POINT OF BEGINNING
SEE SHEET 3
S00°05'01"W 2654.16'
S00°00'32"W 2652.52'
R=1920.00'
Δ=10°07'33"
L=339.32'
CB=S22°34'44"W
℄ DISSTON CANAL
SE CORNER OF THE SE 1/4 OF SEC 13-24-31
FOUND 6"x8"CM(NO#)
(TOP BROKEN)
CCR# 25910
SE CORNER OF THE SE 1/4 OF SEC 18-24-32
FOUND 4"x4"CM "PRM @1100"
CCR# 25912, 85037, 99784
SW CORNER OF THE SE 1/4 OF SEC 18-24-32
SET 5/8" IRC "LB68"
60.00'
PARCEL 8001U
ACCESS EASEMENT
S89°48'28"W 2656.60'
S89°48'28"W 2656.60'
SUNBRIDGE PARKWAY PARCEL 1001
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68
PROJECT NUMBER
CIP 5149
PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 1600
DRAWN BY: PH
DATE: 9/2022
CHECKED BY: RLC
JOB NO. 18057.015
SCALE 1"=1,000'
SHEET 2 OF 3
Printed: Thu 22-Sep-2022 - 08:20AM
F:\Proj2015\15152\Sdwg\MAP088\esd\18057\20-128(53) Parcel 8001U Cocoa Access Easement CFPH 1600.dwg
CS# 20-128(53)

SKETCH OF DESCRIPTION

SCHEDULE "A"
SUNBRIDGE PARKWAY
PARCEL No. 8001U



LINE TABLE (THIS SHEET ONLY)

NUMBER	BEARING	DISTANCE
L1	S74°42'59"E	43.07'
L2	N22°38'43"E	104.47'
L3	S77°35'26"W	62.05'

CURVE TABLE (THIS SHEET ONLY)

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1820.00'	2°13'56"	74.80'	74.79'	S16°23'58"W

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PROJECT NUMBER
CIP 5149

PREPARED FOR:
Tavistock East Services, LLC
SUNBRIDGE PARKWAY (ORANGE COUNTY)
CFPH 1600

DRAWN BY: PH	CHECKED BY: RLC	JOB NO. 18057.015	SCALE 1"=50'	SHEET 3 OF 3
DATE: 9/2022				

CS# 20-128(53)

Printed: Thu 22-Sep-2022 - 08:20AM
F:\Proj2015\15152\Surv\MAIDBB\acad\18057\20-128(53) Parcel 8001U Cocoa Access Easement CFPH 1600.dwg

Legislation Details (With Text)

File #:	23-283	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	4/27/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve the demolition and scrapping of the old, damaged and dilapidated playground equipment at the Harry T. Moore Center. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	050223 - HT Moore Playground (1).jpg 050223 - HT Moore Playground (2).jpg 050223 - HT Moore Playground (3).jpg 050223 - HT Moore Playground (4).jpg 050223 - HT Moore Playground (5).jpg 050223 - HT Moore Playground (6).jpg 050223 - HT Moore Playground (7).jpg 050223 - HT Moore Playground (8).jpg 050223 - HT Moore Playground (9).jpg 050223 - HT Moore Playground (10).jpg 050223 - HT Moore Playground (11).jpg 050223 - HT Moore Playground (12).jpg 050223 - HT Moore Playground (13).jpg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 27, 2023
Agenda Date: May 23, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Requested Action:
Approve the demolition and scrapping of the old, damaged and dilapidated playground equipment at the Harry T. Moore Center.

BACKGROUND:

On December 10, 2013 Council provided direction to transfer the Historic Harry T. Moore Center from the Cocoa Housing Authority to the City of Cocoa. This included assorted Playground equipment to the south of the building.

During Council's meeting on January 24, 2023 Mr. and Mrs. Weaver questioned the playground

equipment at the Moore Center on Blake Avenue and stated that it was not being used. She is opening a daycare and asked if the useable equipment could be donated or if they could purchase it.

Councilmember Goins explained that Mr. Weaver contacted him last week about the playground. He would like the same conversation to happen as it did with the repurposing of the shade structure supports, which were donated to a private business.

Staff visited the site on Tuesday, May 2, 2023 for a basic visual assessment. Photos from this visit are attached. This equipment is 20+ years old and past its useful life. The equipment appears unsafe, beyond repair from rust and corrosion, and of no value.

Staff recommends the demolition and scrapping of the equipment. Staff does not recommend this equipment to be repurposed due to its age. The playground area will leveled and sodded.

STRATEGIC PLAN CONNECTION:

The Harry T. Moore Center is a valuable Historic Building and vital to Cocoa's Image.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the demolition and scrapping of the old, damaged and dilapidated playground equipment at the Harry T. Moore Center.

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Legislation Details (With Text)

File #:	23-285	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Consent Agenda	
File created:	4/28/2023		**In control:**	City Council	
On agenda:	5/23/2023		**Final action:**		
Title:	Request Council to award the Football Field Improvements at Don “Mo” Stradley Memorial Park to W&J Construction in the amount of $497,485, and execute the agreement. Approve a Resolution to Waive Competitive Bidding, Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $50,000. Authorize the City Manager and City Attorney to negotiate construction contract and to execute amendments and extensions to the agreement within the approved contingency. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Contingency Resolution.pdf Resolution to Waive Competitive Bid_Stradley_Park.pdf 051123 - W&J Construction - Stradley Base Bid - $497,485.00.pdf 051523 - Doug Wilson - Stradley Base Bid - $510,925.00.pdf 051523 - C&D Construction - Stradley Base Bid - $649,500.pdf Exhibit C - Stradley Drawings.pdf ITB B-23-21-COC DRAFT - Stradley and Provost Park Improvements.pdf B-23-22-COC Statement of No Bids.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 28, 2023
Agenda Date: May 23, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Requested Action:
Request Council to award the Football Field Improvements at Don “Mo” Stradley Memorial Park to W&J Construction in the amount of $497,485, and execute the agreement. Approve a Resolution to Waive Competitive Bidding, Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $50,000. Authorize the City Manager and City Attorney to negotiate construction contract and to execute amendments and extensions to the agreement within the approved contingency.

BACKGROUND:

Council directed Staff to design and construct certain improvements within City-owned parks that are maintained by Brevard County Parks & Recreation through an inter-local agreement.

Improvements for Stradley Park Football Field include:

1) Renovate the existing football field with improved grading and new Bermuda sport turf.
2) New re-claimed irrigation.
3) Stormwater improvements.

Bid 23-21-COC for Park improvements at Provost Park and Stradley Park was published on March 31, 2023, and closed on May 4, 2023. Unfortunately, no bids were received. The City then worked to solicit quotes to perform the work from various vendors. Three quotes were obtained with W&J Construction being the lowest. The proposed quote is not inclusive of the entire project but focuses on completing the field grading, goal posts, irrigation, and stormwater improvements. A new scoreboard, benches, bleachers, and sidewalks will need to be put on hold and reprioritized when additional funding becomes available in the future.

In consideration of the short construction window prior to football season, Staff reached out to local vendors with a reduced scope of work (Base bid for Football Field at Stradley Park). W&J Construction is the lowest and responsive vendor at $497,485.

The project would start in mid-June and be completed in mid-September, pending weather delays. The City will help the youth football team coordinate alternative practice and game locations with Brevard County if the construction overlaps with football season.

STRATEGIC PLAN CONNECTION:

City Parks improve the City's image and encourages physical activity.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	No

Budget Amendments using additional FY21 Assign Fund Balance for this project were approved on Agenda 23-203 (5-23-23), giving the City Manager the Authority to transfer any Assigned Fund Balance to the appropriate GL Accounts.

Currently Budgeted for Stradley Park:

Amount Requested	$521,926
Account Number	_001-3580-519.63-00 PWFBSP
Account Name	_Capital Projects - Infrastructure

Additional monies needed, Provided on BAF: 23-072-T transferring money out of the contingency account approved by the City Manager.

Amount Requested	$25,559
Account Number	_001-3580-519.63-00 PWFBSP

Account Name _Capital Projects - Infrastructure

Total with project contingency $547,485. The $50,000 contingency will not be added to the initial Purchase Order.

PREVIOUS ACTION:

On October 26, 2021 Council approved the improvements to Don “Mo” Stradley Memorial Park.

RECOMMENDED MOTION:

Request Council to award the Football Field Improvements at Don “Mo” Stradley Memorial Park to W&J Construction in the amount of $497,485, and execute the agreement. Approve a Resolution to Waive Competitive Bidding, Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $50,000. Authorize the City Manager and City Attorney to negotiate construction contract and to execute amendments and extensions to the agreement within the approved contingency

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RESOLUTION NO. 2023-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE CONTRACT FOR THE FOOTBALL FIELD IMPROVEMENTS AT DON "MO" STRADLEY MEMORIAL PARK IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $50,000 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract, provided the total amount of approved change orders do not cause the construction budget to exceed the total $547,485 budgeted by the City Council for this project inclusive of the $50,000 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on May 23, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2023-

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 23th day of May, 2023.

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_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2023-

The City Manager recommends that the competitive bidding requirement be waived. ITB B-23-22-COC was published and resulted in no responses. It is not possible to rebid the work at Stradley Park due to the schedule requirements. Public works obtained three informal quotes from local contractors and would like to proceed with the lowest quote.

Supporting documentation has been provided toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

W+J CONSTRUCTION

May 11, 2023

Gary Palmer
City of Cocoa

Via email: gpalmer@cocoafl.org

RE: Stradley Park

Dear Mr. Palmer,

W+J Construction Corporation is pleased to provide a base bid of **Four Hundred Ninety Seven Thousand, Four Hundred Eighty Five Dollars ($497,485.00)** for the project located at 1881 Rosetine St., Cocoa, Florida, per the Architects RZK, Inc plans dated 03/17/23; the bid form is attached

We appreciate this opportunity to provide this proposal. If you have any questions or require further information, please do not hesitate to contact me at 321.632.7660 or at steve@wjconstruction.com .

Sincerely,

W+J Construction Corp.
A Florida Corporation

Steve Carlyle
Chief Estimator

Stradley Park

1	General Conditions - Mobilization, Demob, Insurance/ ~~Bonds~~	69,032
2	SWPPP / Silt Fence	15,673
3	Demolition	13,794
4	Construct Football Field with Irrigation	285,867
	New Football Only Goal Posts	34,896
5	Football Field Irrigation	25,674
6	Black Vinyl Fencing around the Football Field with Vehicle / Ped Access Gates	47,297
6	As-builts	5,252
	TOTAL	$497,485

Assuming NTP on Wednesday May 24th, 2023 - Schedule date for sod/turf installation August 30th
Total Duration 90 calendar days from mobilization 2nd week of June

Exclusions:

1. Scoreboard Demo
2. Benches
3. Field Striping
4. Asphalt Parking Lot with Hdep Stalls
5. Sidewalks
6. Bleacher Relocations
7. Reclaimed Meter or Backflow Preventer
8. Bonds
9. Permits and Fees
10. Minority Reporting or other Federal Requirements as issued with original bid package

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May 12, 2023

City of Cocoa
65 Stone Street
Cocoa, FL 32922

Attention: Gary Palmer

Re: Don “Mo” Stradley Park Improvements

Dear Mr. Palmer;

We are pleased to present this proposal for the Don “Mo” Stradley Park improvements pursuant to the plans and specifications and our phone conversation. As requested, we have included the base bid and the chain link fencing.

Please consider the following qualifications while evaluating this proposal:

1. We have included H style football / soccer combination posts, Although these were not specifically shown on this job, we included a football/ soccer combination H style goals by Anthem Sports

    - Soccer goal is 8'H x 24'W x 3'D
    - Football goal is 10'H x 23'4"W
    - Football uprights width can be adjusted for both official high school & college play
    - Overall height is 25'
    - Meets NFSHSA & NCAA specifications for soccer and football
    - 4" x 2" steel front posts & crossbar (2-piece)
    - Football uprights are 10'H & constructed of 2" square tubing
    - 3' deep European style soccer backstays
    - White powder coated paint finish
    - Net attaches with velcro strips
    - Designed for semi-permanent or permanent installation
    - *Includes backstays, 4mm soccer nets, net fasteners & ground stakes*
    - Weighs 694 lbs

2. We include 4 permanent 8’ long aluminum player benches by National Recreation.
3. We include the field regrading and storm work per plans.
4. We include all the chain link fencing, including the North, South, and East sided. Gates are included as shown.

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5. Irrigation as shown is included. We based this system on a city provided re-use irrigation line to provide a minimum of 55gpm at 60 psi. We have also based this on proper power being available at the specific location of the timer.
6. Sod on the field is included as Bimini Bermuda. Note we include the sod for a total of 78,400 sf. The field itself is 160' x 360' = 57,600 sf. But we have included enough sod to go around the outside of the field.
7. Sod required where disturbed areas were disturbed by construction outside of the field is included as bahia.
8. We do not include:
    a. Parking lot alternate work
    b. Scoreboard work
    c. Lighting – see alternate
    d. Electrical of any kind
    e. Sidewalks – see alternate
    f. Bleachers - see alternate
9. Alternates to base bid:
    a. Musco Lighting – add $473,103
    b. 3 each 5 row bleachers – add $36,377
    c. Form and pour 145 lf of 5' wide x 5.5" thick sidewalks – add $10,114

We proposed to complete the above listed scope of work for the lump sum price of
$ 510,925.00

Sincerely;
DOUG WILSON ENTERPRISES INC.
Tom Parker
Tom Parker
President

Stradley Park

1	General Conditions - Mobilization, Demob, Insurance/~~Bonds~~	$55,000.00
2	SWPPP / Silt Fence	$ 4,500.00
3	Demolition	$40,000.00
4	Construct Football Field with Irrigation/Drainage	$396,000.00
	New Football Only Goal Posts	$29,000.00
5	Football Field Irrigation	$61,000.00
6	Black Vinyl Fencing around the Football Field with Vehicle / Ped Access Gates	$60,000.00
6	As-builts	$4,000.00
	TOTAL	$649,500.00

Assuming NTP on Wednesday May 24th, 2023 - Schedule date for sod/turf installation

Working from inside of fenced area.

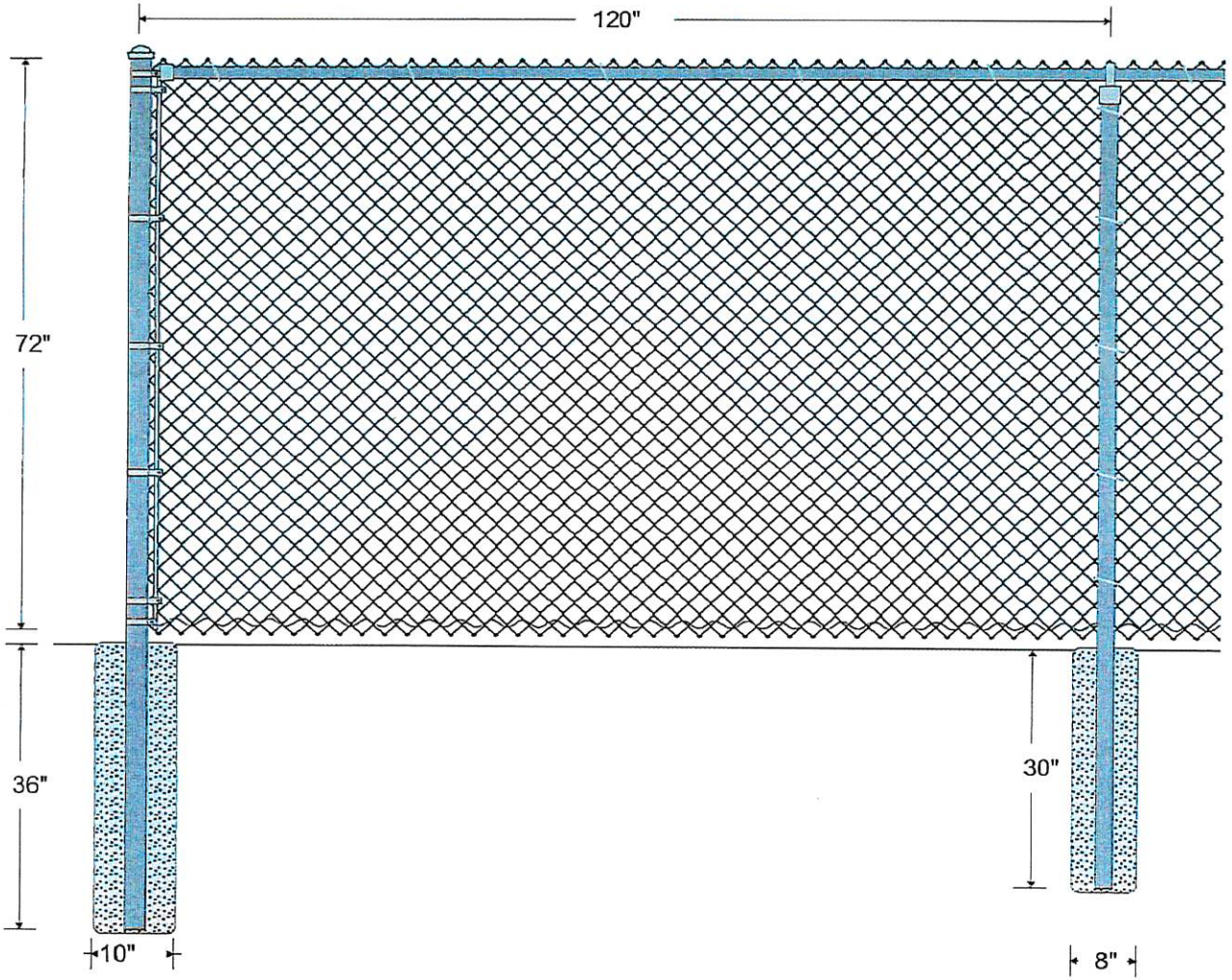
Due to No Availability of Bermuda Celebration - Bermuda Latitude to be used.

Drainage work includes north swale, storm swale 1A, storm swale 1B, 106-feet 12 x 18 ERCP, (4) miter ends sections, and relocate existing inlet.

Complete all the items above by August 15, 2023.

Long-Lead Item - Goal Post

C & D Construction, Inc.
395 S. Range Road
Cocoa, FL 32926
(321) 639-9198 Ext 515



FABRIC : 72' 6 GA. BLACK

TOP RAIL : 1 5/8" COMMERCIAL GRADE BLACK

LINE POSTS : 2" COMMERCIAL GRADE BLACK

TERMINALS : 2 1/2" COMMERCIAL GRADE

BOTTOM TENSION WIRE: 6 GA. BLACK

FITTINGS: ALL BLACK VINYL CLAD

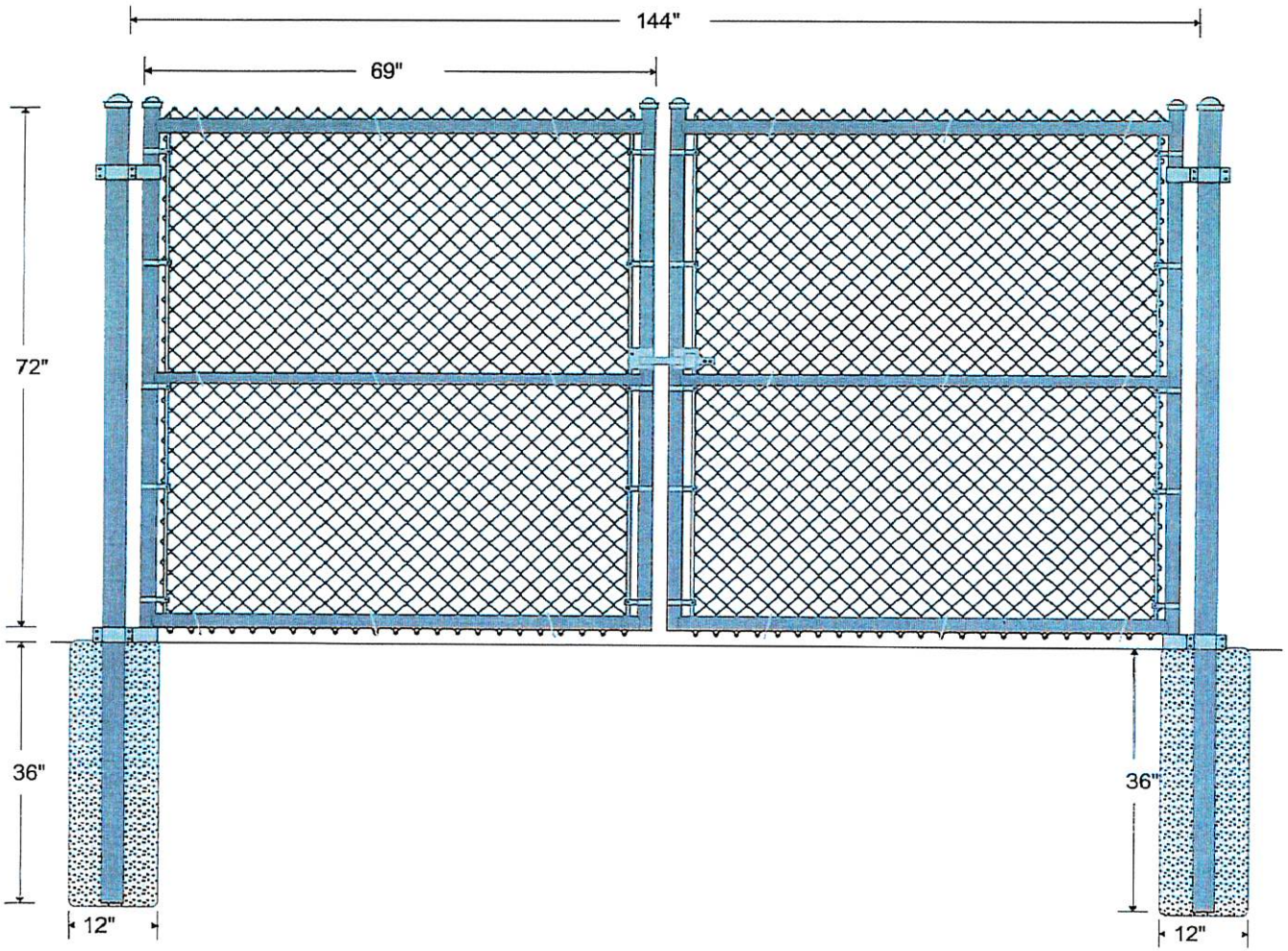
CONCRETE: 3000 PSI

East Coast Fence & Guardrail
651 Pam Lem St.
Cocoa, FL 32926
321-504-3666

C & D CONSTRUCTION
STRADLEY FOOTBALL FENCE
FL

72: BLACK VINYL CLAD CHAINLINK

Drawn: 5/12/2023
File:

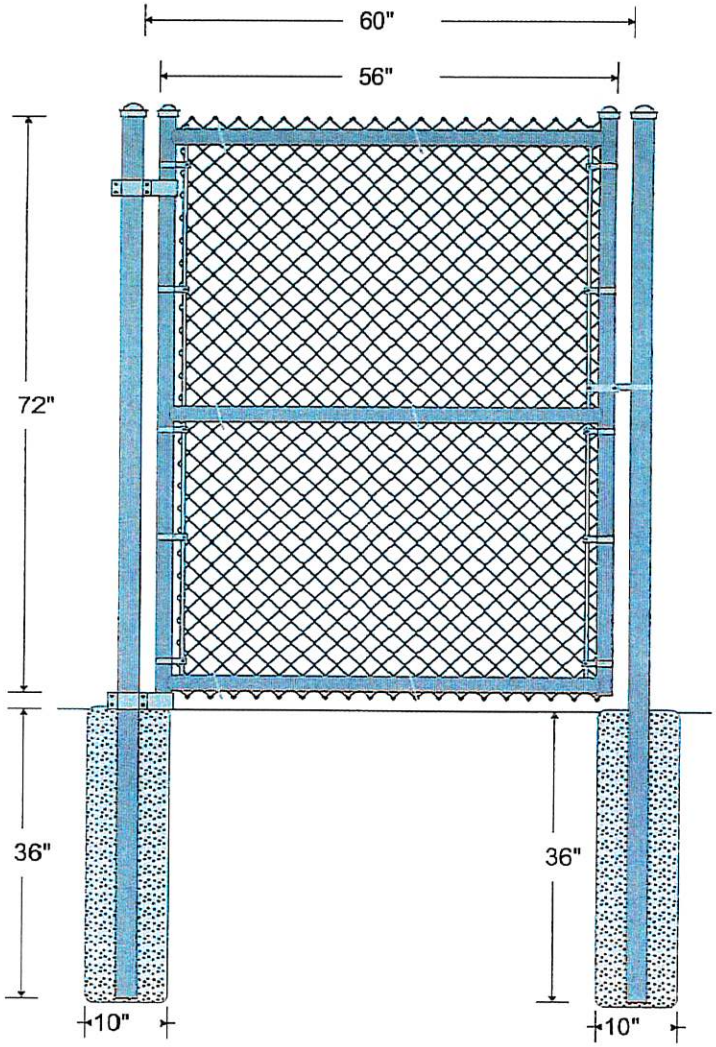


East Coast Fence & Guardrail
651 Pam Lem St.
Cocoa, FL 32926
321-504-3666

C & D CONSTRUCTION
STRADLEY PARK FOOTBALL FIELD
FL

DOUBLE GATES

Drawn: 5/12/2023
File:



East Coast Fence & Guardrail
651 Pam Lem St.
Cocoa, FL 32926
321-504-3666

C & D CONSTRUCTION
STRADLEY FOOTBALL
FL

SINGLE SWING GATE

Drawn: 5/12/2023
File:

ABBREVIATIONS

AB	ANCHOR BOLT
A/C	AIR CONDITIONING
AFF	ABOVE FINISHED FLOOR
ALT	ALTERNATE
A, AL, ALUM	ALUMINUM
∠	ANGLE
BD	BOARD
BLDG	BUILDING
BOT	BOTTOM
BRNG	BEARING
BUR	BUILT UP ROOFING
CCTV	CLOSED CIRCUIT TELEVISION
CG	CORNER GUARD
CL	CENTER LINE
CLNG	CEILING
CJ	CONTROL JOINT
CLO	CLOSET
COL	COLUMN
CMU	CONCRETE MASONRY UNIT
CT	CERAMIC TILE
D	DRYER
DBL	DOUBLE
DEMO	DEMOLISH, DEMOLITION
DF	DRINKING FOUNTAIN
DIA.	DIAMETER
DIM	DIMENSION
DN	DOWN
DR	DOOR
DS	DOWNSPOUT
DW	DISHWASHER
DWG	DRAWING
(E)	EXISTING
EA	EACH
ELEC	ELECTRIC (AL)
ELEV	ELEVATION
EJ	EXPANSION JOINT
E.O.	EDGE OF
EQ	EQUAL
EWC	ELECTRIC WATER COOLER
EWH	ELECTRIC WATER HEATER
FA	FIRE ALARM
FD	FLOOR DRAIN
FE	FIRE EXTINGUISHER
FEB	FIRE EXTINGUISHER BRACKET
FEC	FIRE EXTINGUISHER CABINET
FH	FIRE HYDRANT
FIN	FINISHED
FL	FLOOR (ING)
F.O	FACE OF
FRTW	FIRE RETARDANT TREATED WOOD
GA	GAGE, GAUGE
GALV	GALVANIZED
GL	GLASS, GLAZING
GB	GRAB BAR
GWB	GYPSUM WALLBOARD
HB	HOSE BIBB
HC	HOLLOW CORE
HM	HOLLOW METAL
HR	HOUR
HGT	HEIGHT
HVAC	HEATING / VENTILATING / AIR COND.
ID	INSIDE DIAMETER
IN	INCH
INV	INVERT
JT	JOINT
LAV	LAVATORY
LLV	LONG LEG VERTICAL
LLH	LONG LEG HORIZONTAL
MAX	MAXIMUM
MDF	MEDIUM DENSITY FIBERBOARD
MECH	MECHANICAL
MH	MANHOLE
MFR	MANUFACTURE (ER)
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MTL	METAL
MW	MICROWAVE
(N)	NEW
N	NORTH
NIC	NOT IN CONTRACT
NO.	NUMBER
NOM	NOMINAL
NRC	NOISE REDUCTION COEFFICIENT
NTS	NOT TO SCALE
O.C.	ON CENTER
OD	OUTSIDE DIAMETER
OFS	OVERFLOW SCUPPER
PEMB	PRE-ENGINEERED MANUFACTURED BUILDING
PL	PLATE
PL	PROPERTY LINE
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED
PTD	PAPER TOWEL DISPENSER
PVC	POLYVINYL CHLORIDE
QT	QUARRY TILE
(R)	RELOCATED
R	RADIUS
RA	RETURN AIR
RCG	RECESSED CORNER GUARD
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REF	REFRIGERATOR
REV	REVISION (S), REVISED
REQ	REQUIRED
RM	ROOM
RO	ROUGH OPENING
RS	ROOF SCUPPER
SB	SPLASH BLOCK
SC	SOLID CORE
SHT	SHEET
SIM	SIMILAR
SPEC	SPECIFICATION (S)
SPKR	SPRINKLER
SQ	SQUARE
SS	STAINLESS STEEL
STC	SOUND TRANSMITTANCE COEFFICIENT
STD	STANDARD
STL	STEEL
STO	STORAGE
TB	TOWEL BAR
THR	THRESHOLD
TPD	TOILET PAPER DISPENSER
TYP	TYPICAL
UC	UNDERCUT
UL	UNDERWRITER'S LABORATORY
UR	URINAL
UON	UNLESS OTHERWISE NOTED
VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
VOL	VOLUME
W/	WITH
W	WASHER
WB	WATER BOTTLE
W/O	WITHOUT
WC	WATER CLOSET
WD	WOOD
WH	WATER HEATER
WWF	WELDED WIRE FABRIC
YD	YARD

CITY OF COCOA
DON "MO" STRADLEY MEMORIAL PARK IMPROVEMENTS

1881 ROSETINE STREET COCOA, FL 32922

CONSTRUCTION DOCUMENTS FOR BID (B-23-21-COC)



CONTACT INFORMATION

OWNER	CIVIL/LANDSCAPE	ARCHITECT	CONTRACTOR
WWW.COCOAFL.ORG 155 N. WILSON ST. COCOA, FL 32922 322-433-8770 CONTACT: GARY PALMER GPALMER@COCOAFL.ORG	WWW.MEADHUNT.COM 4401 EASTPORT PARK WAY PORT ORANGE, FL 32127 386-761-6810 CONTACT: DAVID KING DAVID.KING@MEADHUNT.COM	WWW.ARCHITECTSRZK.COM 600 FLORIDA AVENUE, SUITE 201 COCOA, FL 32922 321-631-8039 CONTACT: JOHN ZWICK JOHN.ZWICK@ARCHITECTSRZK.COM	TBD

BID ALTERNATES

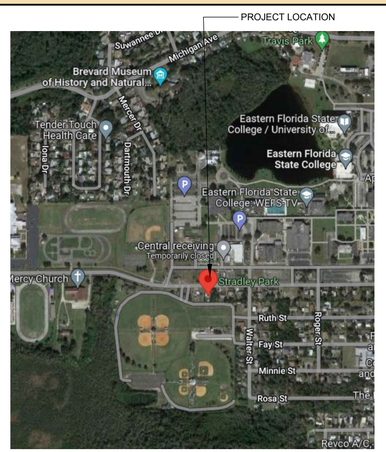
THROUGHOUT THIS PROJECT ARE VARIOUS ALTERNATES

REVIEW AND IDENTIFY ALL OF THESE ALTERNATES AND PRICE THEM ACCORDINGLY:

A-1 REMOVE EXISTING SCOREBOARD AND PROVIDE NEW ELECTRIC SCOREBOARD ON NEW WOOD POLES IF UNABLE TO INSTALL ON EXISTING POSTS. RECONNECT POWER ETC. TO NEW SIGN.

SEE OTHER DISCIPLINES FOR OTHER ALTERNATES.

VICINITY MAP



PRODUCT APPROVALS

NOT APPLICABLE

DRAWING LIST

REVISIONS	DESCRIPTION	
	COV	COVER SHEET
		CIVIL DRAWINGS (SEE CIVIL COVER SHEET)
	AS-1.0	ARCHITECTURAL SITE PLAN
	SP-1.0	SPECIFICATIONS

PROJECT SUMMARY

THIS PROJECT CONSISTS OF SITE IMPROVEMENT TO EXISTING BALL FIELDS & COURTS.

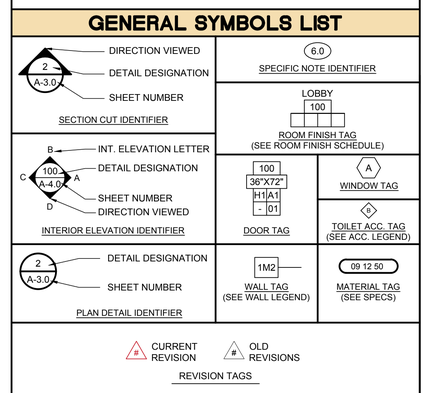
COMPLIANCE STATEMENT

TO THE BEST OF OUR KNOWLEDGE THESE DOCUMENTS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND 633 FLORIDA STATUTES.

GENERAL NOTES

- THE DRAWINGS ARE NOT VALID WITHOUT A WET OR ELECTRONIC SIGNATURE OVER ARCHITECT'S/ENGINEER'S SEAL.
- ALL GRAPHIC SCALES INDICATED ON THE DRAWINGS ARE FOR 24"X36" DRAWING SIZE ONLY.
- THE ARRANGEMENT OF DRAWINGS IS FOR CLARITY ONLY AND SHALL NOT CONTROL THE CONTRACTOR IN DIVIDING THE WORK AMONG SUBCONTRACTORS OR IN ESTABLISHING THE EXTENT OF WORK TO BE PERFORMED BY THAT TRADE. THE CONTRACTOR MAY SUBCONTRACT THE WORK IN SUCH DIVISION AS HE SEES FIT AND IS ULTIMATELY RESPONSIBLE FOR FURNISHING ALL WORK ON THE DRAWINGS.
- THIS PROJECT MAY INCLUDE VARIOUS ALTERNATES. REVIEW AND IDENTIFY ALL OF THESE ALTERNATES AND PRICE THEM ACCORDINGLY. SEE OTHER DISCIPLINES FOR OTHER ALTERNATES.

GENERAL SYMBOLS LIST



Architects RZK, Inc.
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JOHN C. ZWICK, AR0009527

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PORT ORANGE, FL 32127
386-761-6810

SUBMITTALS	
CONSTRUCTION DOCS FOR BID (90%)	02/10/23
CONSTRUCTION DOCS FOR BID	03/17/23

DON "MO" STRADLEY MEMORIAL PARK IMPROVEMENTS

1881 ROSETINE STREET
COCOA, FL 32922

DRAWING TITLE:

COVER SHEET

FOR REVIEW
NOT FOR CONSTRUCTION

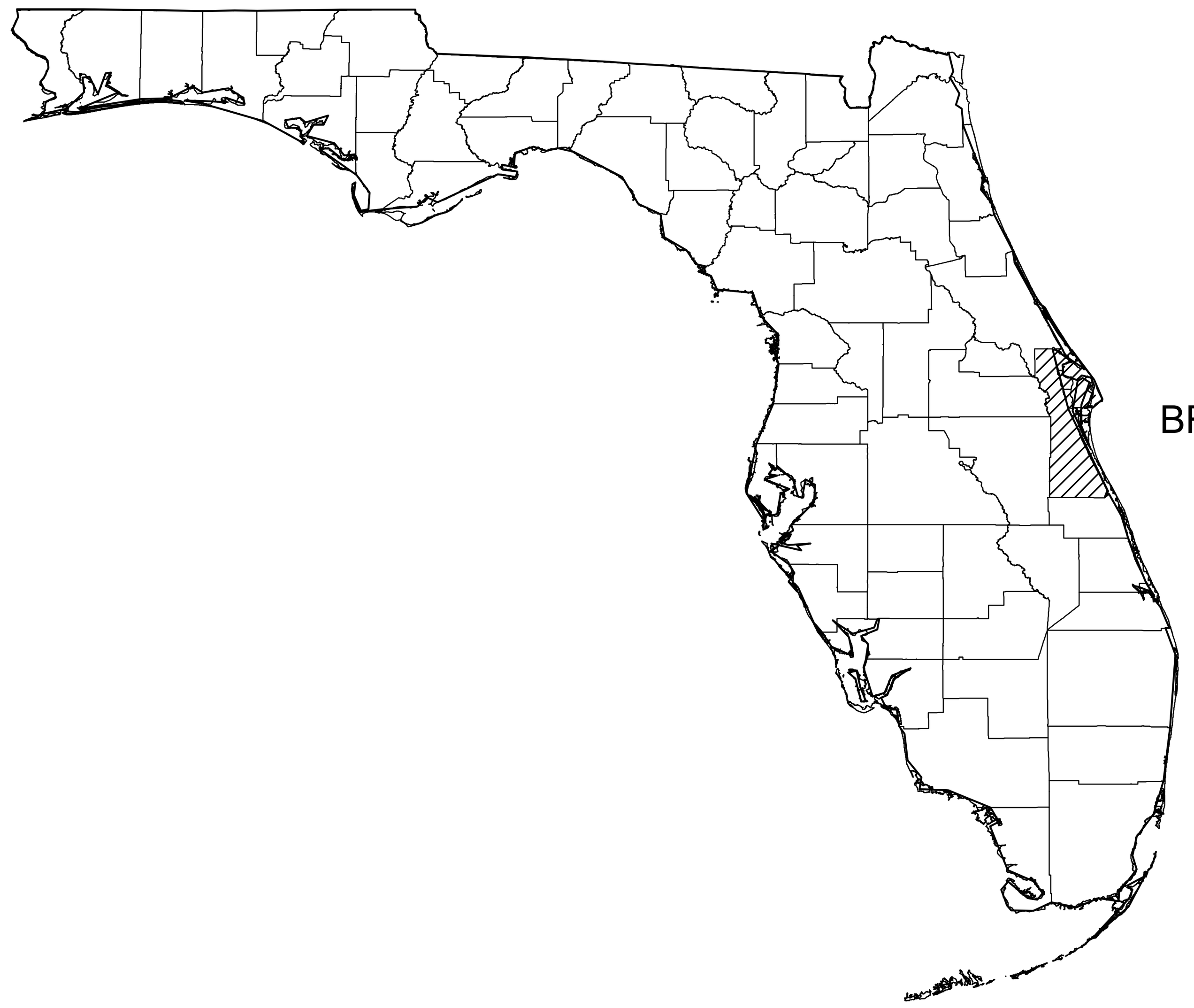
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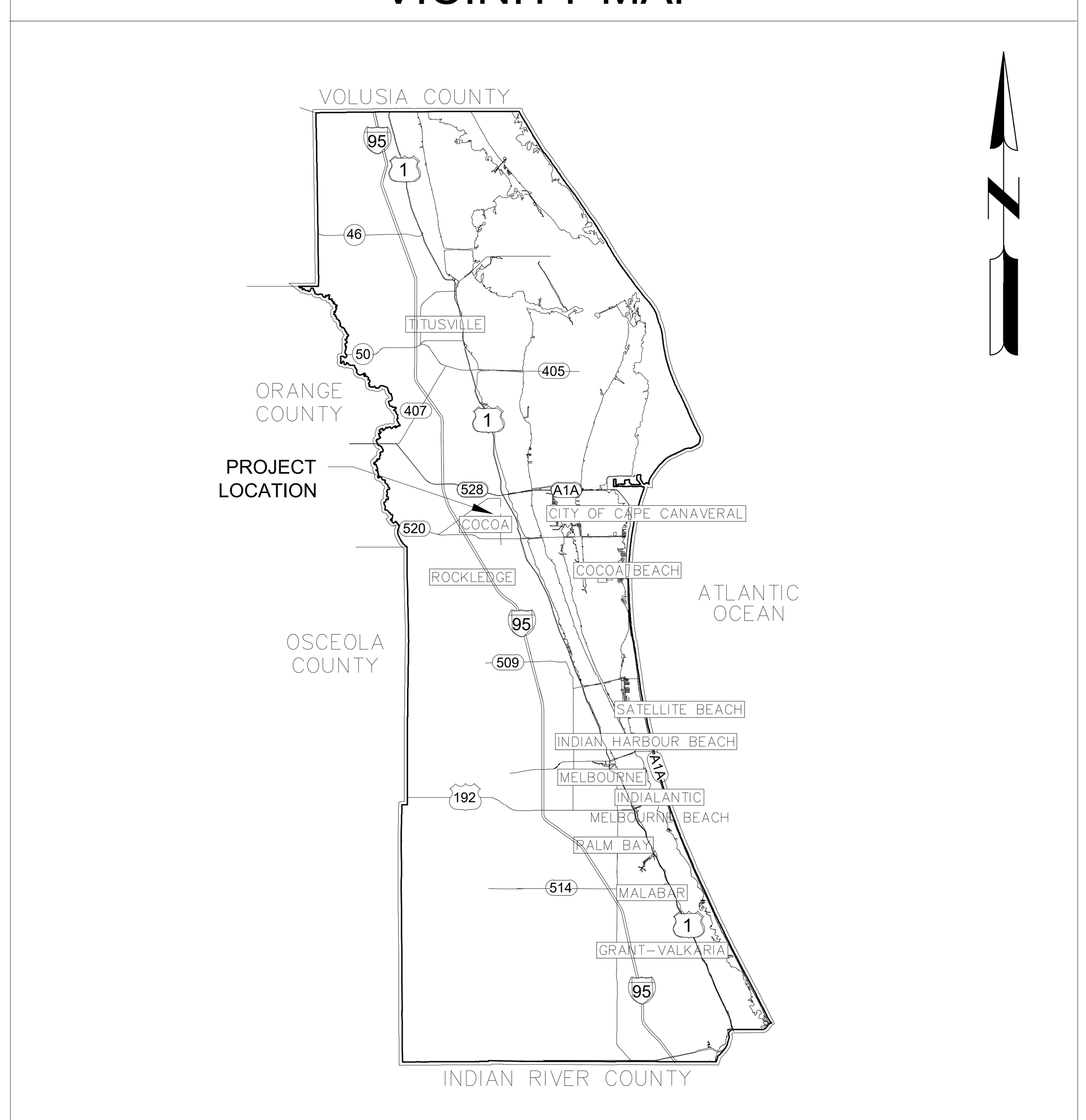
BREVARD COUNTY

CITY OF COCOA
DON MO STRADLEY PARK IMPROVEMENTS
BID # B-23-21-COC
BID SET
MARCH 2023

SHEET INDEX

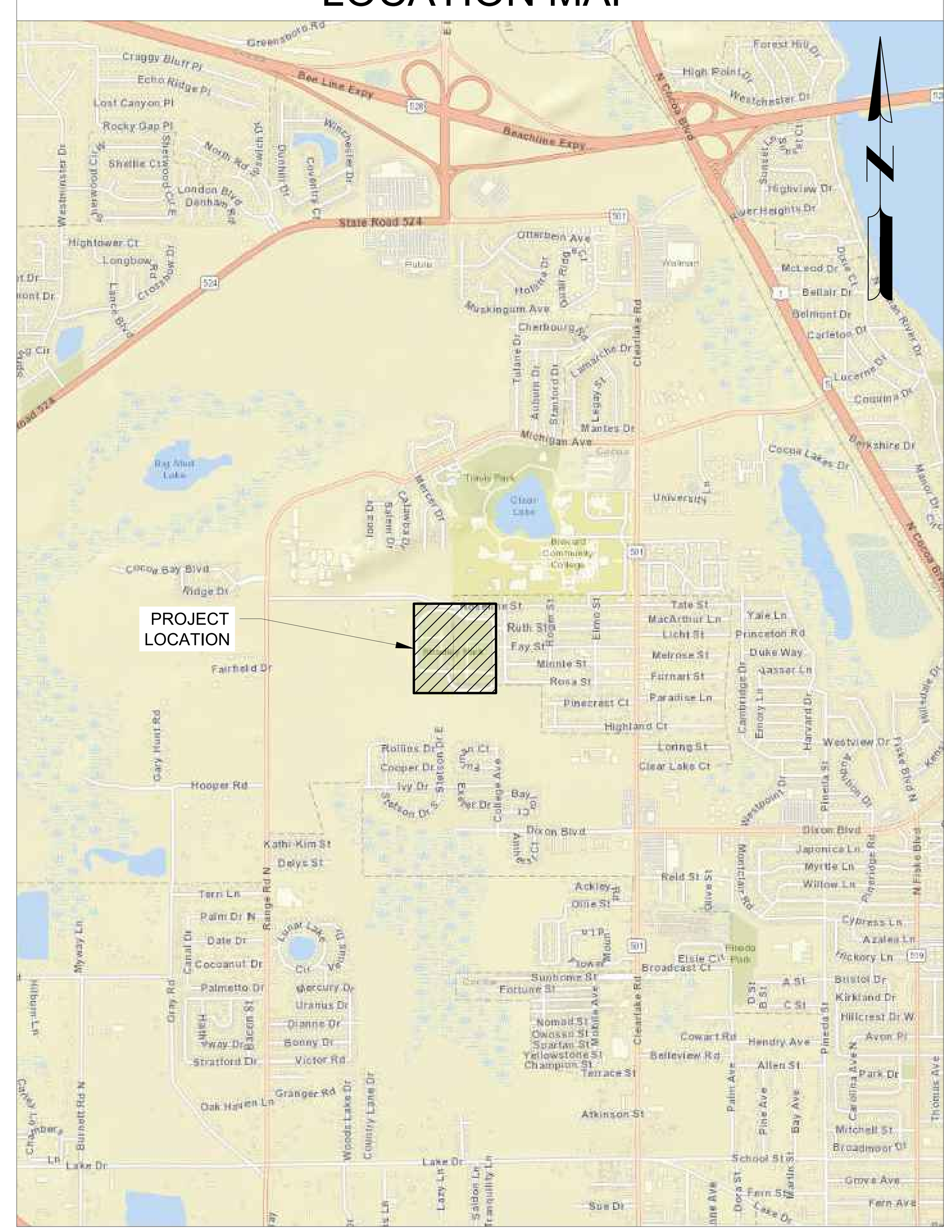
SHEET NUMBER	SHEET TITLE
G-001	COVER SHEET
G-002	GENERAL NOTES
C-011	EXISTING SITE PLAN
C-041	STORMWATER POLLUTION PREVENTION PLAN
C-051	SITE DEMOLITION PLAN
C-101	SITE IMPROVEMENTS, GRADING, AND DRAINAGE PLAN
C-501	EROSION CONTROL DETAILS
C-502	SITE DETAILS
L-101	LANDSCAPE AND IRRIGATION PLAN

VICINITY MAP



COUNTY MAP

LOCATION MAP



PROJECT TEAM:

OWNER:

CITY OF COCOA
CONTACT: BRYANT SMITH III, CITY ENGINEER
PUBLIC WORKS DIRECTOR
155 N. WILSON AVENUE
COCOA, FL 32922
PHONE: (321) 433-8771

CIVIL ENGINEER:

MEAD & HUNT, INC.
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PROJECT MANAGER
4401 EASTPORT PARKWAY
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SURVEYOR:

KUGELMANN LAND SURVEYING INC.
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PROFESSIONAL LAND SURVEYOR
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MERRITT ISLAND, FL 32953
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LANDSCAPE ARCHITECT:

STERN DESIGN GROUP, P.A.
CONTACT: JAN B. STERN, ASLA
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PORT ORANGE, FL 32129
PHONE: (386) 788-3788

811
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COCOA FLORIDA

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CITY OF COCOA
DON MO STRADLEY PARK
IMPROVEMENTS
1881 ROSETINE STREET
COCOA, FL 32926

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03/2023 ISSUED FOR BID

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M&H NO.: 1000704-220610.01
DATE: MARCH 2023
DESIGNED BY: TMB
DRAWN BY: CAJ
CHECKED BY: DAK
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SHEET CONTENTS
COVER SHEET

SHEET NO.
G-001

GENERAL NOTES:

1. BENCH MARK DATUM USED FOR PROJECT IS N.A.V.D. 1988.
2. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED.
3. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND STRUCTURES THAT MAY BE ENCOUNTERED IN THE WORK AREA AND TO AVOID CONFLICTS WITH EXISTING FACILITIES. UTILITIES SHALL REMAIN UNLESS OTHERWISE NOTED.
4. THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
5. THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO AND REPLACEMENT OF EXISTING UTILITIES. REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER.
7. ALL UTILITY OUTAGES SHALL BE COORDINATED WITH THE INDIVIDUAL OWNER'S REPRESENTATIVE OR DEPARTMENT SUPERVISOR AND APPROVED BY THE THEM, PRIOR TO OUTAGE.
8. THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY ALONG THE LINE OF WORK, OR THAT IS IN THE VICINITY THEREOF, OR IS IN ANY WAY AFFECTED BY THE WORK; THE REMOVAL OF OR DESTRUCTION OF WHICH IS NOT CALLED FOR BY THE PLANS. WHEREVER SUCH PROPERTY IS DAMAGED DUE TO CONSTRUCTION ACTIVITIES OF THE CONTRACTOR, IT SHALL BE IMMEDIATELY RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR AT NO COST TO THE OWNER.
9. RIGHT-OF-WAY RESTORATION IS TO BE CONDUCTED CONCURRENTLY WITH CONSTRUCTION AS DIRECTED BY THE ENGINEERS. THE ENGINEER SHALL HAVE AUTHORITY TO SUSPEND CONSTRUCTION WORK WHEN RESTORATION IS NOT BEING ADEQUATELY PERFORMED. ALL DISTURBED AREAS ARE TO BE RESTORED TO PRIOR EXISTING OR BETTER CONDITION. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED TO MATCH EXISTING SPECIES AND VARIETY OF GRASS. IF APPLICABLE, PIPE INSTALLATION UNIT PRICE SHALL INCLUDE RESTORATION AND SODDING TO EQUAL OR BETTER CONDITION.
10. THE CONTRACTOR SHALL CONDUCT HIS WORK TO INSURE THE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC AND INCONVENIENCE TO THE PUBLIC AND RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD TO BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE CITY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A REVIEW OF THE SITE TO DETERMINE EXISTING CONDITIONS AND ANYTHING NOT SHOWN ON THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL NOT CONSTITUTE AN EXTRA UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO CONSTRUCTION.
12. CONTRACTOR SHALL MAKE PROVISIONS TO MAINTAIN DUST CONTROL ON A DAILY BASIS BY MEANS ACCEPTABLE TO THE CITY.
13. ANY PUBLIC LAND CORNER OR BENCH MARK WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE DISTRICT LOCATION SURVEYOR, WITHOUT DELAY, BY TELEPHONE.
14. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH, UNLESS OTHERWISE SHOWN IN PLANS. ALL PROPOSED DRIVEWAYS HAVE BEEN SHOWN IN THE PLANS.
15. EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL, ABATEMENT OR EROSION, SEDIMENTATION, AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN OR AS DIRECTED BY THE ENGINEER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
16. ALL EROSION CONTROLS MEASURES SHALL BE REMOVED AFTER FINAL CITY APPROVAL.
17. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.
18. ADEQUATE EXCAVATION, SHEATHING, SHORING AND BRACING SHALL BE PROVIDED, AS NECESSARY, AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
19. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AT THEIR EXPENSE TO PROVIDE THE PROJECT ENGINEER WITH "AS-BUILT" DRAWINGS OF CONSTRUCTION. DRAWINGS SHALL CONTAIN SPECIFIC LOCATIONS OF ALL NEWLY CONSTRUCTED AND RELOCATED UTILITIES.
20. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS LISTED BELOW THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) TWO BUSINESS DAYS IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.
21. UTILITY RELOCATIONS:
    A. ALL EXISTING UTILITY POLES TO REMAIN.
22. NO WORK TO OCCUR OUTSIDE OF CITY RIGHT-OF-WAYS. IF WORK OUTSIDE THE CITY RIGHT-OF-WAY IS NECESSARY, A TEMPORARY CONSTRUCTION EASEMENT WILL BE SECURED PRIOR TO WORK.
23. ALL EXISTING SIGNAGE TO BE REMOVED AND REPLACED UNLESS OTHERWISE NOTED.
24. THE CITY OF COCOA IS THE OWNER OF THE WATER SYSTEM AND ALL WORK SHALL CONFORM TO THE CITY'S TECHNICAL PROVISIONS AND STANDARD DETAILS WHICH CAN BE FOUND AT HTTPS://COCOAFL.ORG/DOCUMENTCENTER/VIEW/12601/CITY-OF-COCOA-TECHNICAL-PROVISIONS-AND-STANDARD-DETAILS-2020.
25. THE CITY OF COCOA IS THE OWNER OF THE SANITARY SEWER AND RECLAIMED WATER SYSTEMS. ANY WORK TO MODIFY OR ADJUST THESE SYSTEMS WILL BE COORDINATED WITH THE CITY OF COCOA UTILITY DEPARTMENT WHOSE CONTACT INFORMATION IS LISTED ON THIS SHEET.

SEDIMENT AND EROSION CONTROL NOTES:

ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION.

1. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM WITH LOCAL CITY/COUNTY AND WATER MANAGEMENT DISTRICT SPECIFICATIONS, SUBJECT TO AUTHORIZED AND APPROVED VARIANCES, WAIVERS AND/OR CONDITIONS OF SITE PERMITS.
2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PLACED PRIOR TO, OR AS THE FIRST STEP IN, CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.
3. ALL AREAS AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION, UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
4. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
5. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL PROVIDE TREE PROTECTION BARRIERS TO MEET THE REQUIREMENTS OF LOCAL SPECIFICATIONS.
6. THE CONTRACTOR SHALL SELECTIVELY CLEAR ONLY THE AREAS REQUIRED FOR CONSTRUCTION AND STABILIZE ANY POTENTIAL EROSION AREAS IMMEDIATELY FOLLOWING COMPLETION OF CONSTRUCTION.
7. CONTRACTOR SHALL KEEP ANY AND ALL SAND, SILT OR OTHER DEBRIS FROM MOVING OFF-SITE. USE AND MAINTAIN SILT FENCE JUST INSIDE OF PROPERTY LINE.
8. CONTRACTOR SHALL BLOCK INTRUSION OF SAND, SILT OR OTHER DEBRIS INTO ANY DRAINAGE OR SANITARY SEWER STRUCTURE OR PIPING ON OR ADJACENT TO SITE.
9. ALL CLEARED AREAS FOR IMPROVEMENT AND/OR CONSTRUCTION SHALL BE WATERED TO PREVENT WIND EROSION.
10. FOR ADDITIONAL INFORMATION AND DETAILS, SEE THE "FLORIDA STORMWATER EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL".
11. UNLESS OTHERWISE SPECIFIED, SILT FENCES MUST BE USED IN LIEU OF HAY BARRIERS.
12. ADDITIONAL POSTS AND RAILS MAY BE NECESSARY TO SECURE AND SUPPORT BARRIERS.
13. ADDITIONAL BARRIER LENGTHS MAY BE REQUIRED BY THE ENGINEER OR BY REGULATORY AGENCIES.
14. FILTER FABRIC MUST BE INSTALLED UNDER ALL INLET GRATES, AT ALL TIMES WHEN INLETS ARE NOT PROTECTED BY SILT FENCE OR UNTIL THE LIMEROCK BASE IS FINISHED AND PRIMED.
15. THE CONTRACTOR IS REQUIRED TO HAVE THIS PLAN ALONG WITH A COPY OF THE NPDES NOTICE OF INTENT (N.O.I.) POSTED IN A VISIBLE LOCATION ON THE CONSTRUCTION SITE AT ALL TIMES.
16. CONTRACTOR IS REQUIRED BY NPDES TO KEEP A LOG ON SITE FOR THE SOIL EROSION AND SEDIMENT CONTROL MEASURES INDICATED ON THE PLAN. THE LOG SHALL CONTAIN DATES FOR: INSTALLATION OF CONTROL MEASURES, MAJOR SITE CONSTRUCTION ACTIVITIES, INSPECTION ON AT LEAST A WEEKLY BASIS AND INSPECTION AFTER ANY RAINFALL EVENT THAT IS 1/2" OR GREATER.
17. THE CONTRACTOR IS REQUIRED TO SUBMIT A NOTICE OF TERMINATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UPON THE COMPLETION OF CONSTRUCTION.
18. CONTRACTOR SHALL RETAIN ALL RECORDS FOR A PERIOD OF THREE YEARS FOLLOWING THE NOTICE OF TERMINATION.
19. NON STORMWATER DISCHARGES SUCH AS FIRE HYDRANT FLUSHING, ETC. SHALL BE DISCHARGED TO EXISTING UNDERGROUND STORMWATER FACILITY OR ON SITE RETENTION POND.
20. ANY POTENTIALLY HAZARDOUS CHEMICALS BROUGHT ONTO JOB SITE WILL BE LIMITED AND KEPT IN ORIGINAL CONTAINER WITH MSS LABEL.
21. NO SILT SHALL BE TRACKED ONTO PUBLIC ROADWAYS. ANY SILT DEPOSITED ON PUBLIC ROADWAYS SHALL BE REMOVED BY END OF THE WORK DAY.
22. GOVERNING STANDARDS AND SPECIFICATIONS: FDEP "FLORIDA STORMWATER EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL".

CONSTRUCTION SEQUENCE:

1. INSTALLATION OF EROSION CONTROL DEVICES. MINIMAL CLEARING AS NEEDED IS ALLOWED FOR INSTALLING SILT FENCE.
2. EXCAVATION AND GRADING OF POND AREAS IS REQUIRED IMMEDIATELY UPON COMPLETION OF CLEARING AND GRUBBING. POND INTERIOR SIDE SLOPES SHALL HAVE SOD / SEED AND MULCH APPLIED TO PREVENT EROSION AS SOON AS PRACTICAL.
3. INSTALLATION OF DRAINAGE AND UTILITIES MAY COMMENCE UPON APPROVAL OF GRADING. ALL DEWATERING FLOWS SHALL BE DIRECTED TO STORMWATER PONDS FOR ATTENUATION AND TREATMENT PRIOR TO DISCHARGE OFF-SITE.
4. ROADWAY, SIDEWALK AND BUILDING PADS CONSTRUCTION MAY PROCEED UPON COMPLETION OF UTILITIES INSTALLATION.
5. FINAL GRADING AND PERMANENT STABILIZATION IN AREAS OUTSIDE OF HARD SURFACE MAY BE PERFORMED DURING HARD SURFACE CONSTRUCTION.

CONTRACTOR(S) AND SUBCONTRACTOR(S) THAT IMPLEMENT ANY PART OF THE EROSION/POLLUTION CONTROL MEASURES REQUIRED BY THE NPDES PERMIT SHALL SIGN BELOW:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

NAME	TITLE	COMPANY NAME, & PHONE NUMBER	DATE

Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
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CITY OF COCOA
DON MO STRADLEY PARK
IMPROVEMENTS
1881 ROSETINE STREET
COCOA, FL 32926

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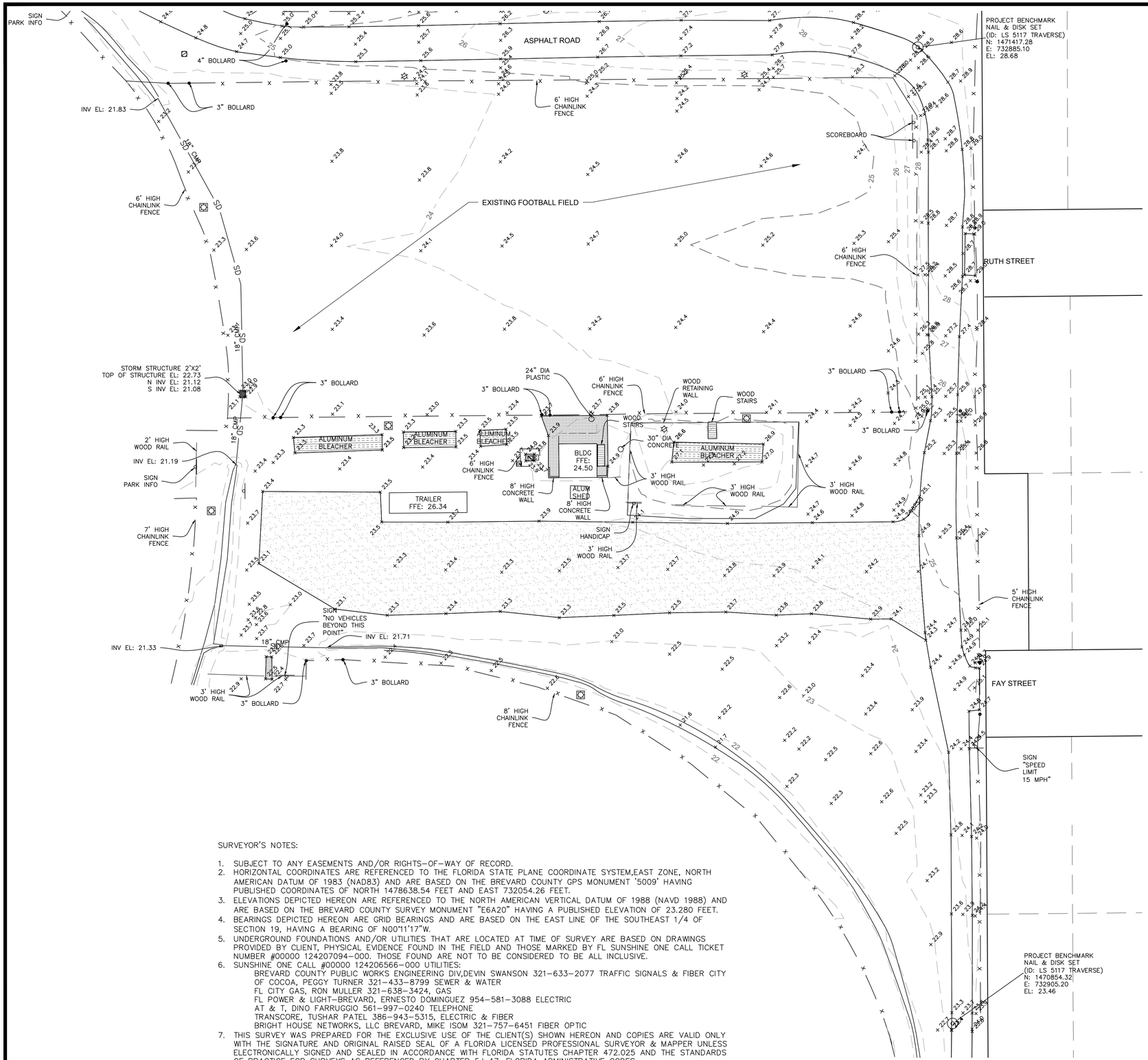
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SHEET CONTENTS
GENERAL NOTES

SHEET NO.
G-002

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3/15/2023 11:01:42 AM



SURVEYOR'S NOTES:

1. SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.
2. HORIZONTAL COORDINATES ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM,EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83) AND ARE BASED ON THE BREVARD COUNTY GPS MONUMENT '5009' HAVING PUBLISHED COORDINATES OF NORTH 1478638.54 FEET AND EAST 732054.26 FEET.
3. ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988) AND ARE BASED ON THE BREVARD COUNTY SURVEY MONUMENT "E6A20" HAVING A PUBLISHED ELEVATION OF 23.280 FEET.
4. BEARINGS DEPICTED HEREON ARE GRID BEARINGS AND ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19, HAVING A BEARING OF N00°11'17"W.
5. UNDERGROUND FOUNDATIONS AND/OR UTILITIES THAT ARE LOCATED AT TIME OF SURVEY ARE BASED ON DRAWINGS PROVIDED BY CLIENT, PHYSICAL EVIDENCE FOUND IN THE FIELD AND THOSE MARKED BY FL SUNSHINE ONE CALL TICKET NUMBER #00000 124207094-000. THOSE FOUND ARE NOT TO BE CONSIDERED TO BE ALL INCLUSIVE.
6. SUNSHINE ONE CALL #00000 124206566-000 UTILITIES:
   BREVARD COUNTY PUBLIC WORKS ENGINEERING DIV,DEVIN SWANSON 321-633-2077 TRAFFIC SIGNALS & FIBER CITY OF COCOA, PEGGY TURNER 321-433-8799 SEWER & WATER
   FL CITY GAS, RON MULLER 321-638-3424, GAS
   FL POWER & LIGHT-BREVARD, ERNESTO DOMINGUEZ 954-581-3088 ELECTRIC
   AT & T, DINO FARRUGGIO 561-997-0240 TELEPHONE
   TRANSCORE, TUSHAR PATEL 386-943-5315, ELECTRIC & FIBER
   BRIGHT HOUSE NETWORKS, LLC BREVARD, MIKE ISOM 321-757-6451 FIBER OPTIC
7. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT(S) SHOWN HEREON AND COPIES ARE VALID ONLY WITH THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025 AND THE STANDARDS OF PRACTICE FOR SURVEYS AS REFERENCED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES.

SYMBOL LEGEND

- = BACK-FLOW PREVENTER
- = BOLLARD
- = CURB INLET, STORM GRATE
- = CONCRETE LIGHT POLE
- = CLEAN-OUT (SANITARY)
- = CONCRETE POWER POLE
- = ELECTRIC MARKER
- = ELECTRIC BOX
- = ELECTRIC HANDHOLE
- = ELECTRIC METER
- = ELECTRIC MANHOLE
- = ELECTRIC TRANSFORMER
- = FIRE DEPARTMENT CONNECTION
- = FIRE METER
- = FIBER OPTIC CABLE MARKER
- = FIBER OPTIC CABLE HANDHOLE
- = GAS MARKER
- = GAS METER
- = GUY
- = GAS VALVE
- = HYDRANT
- = INDICATOR VALVE
- = LIGHT POLE
- = MANHOLE, UNKNOWN
- = MANHOLE, SANITARY SEWER
- = MANHOLE, STORM SEWER
- = MONITORING WELL
- = STORM GRATE
- = SIGN
- = SEWER VALVE
- = SPRINKLER HEAD
- = TELEPHONE HANDHOLE
- = TELEPHONE BOX
- = TELEPHONE MARKER
- = TELEPHONE MANHOLE
- = TELEPHONE PEDESTAL
- = TRAFFIC SIGNAL BOX
- = TRAFFIC SIGNAL
- = UTILITY BLOW-OFF
- = WATER MARKER
- = WATER METER
- = WATER SPIGOT
- = WATER VALVE
- = WELL
- = WOOD POWER POLE

LINETYPE LEGEND

- = BUILDING
- = BUILDING (ROOF OVERHANG)
- = CENTERLINE
- = CONCRETE
- = CURB
- = EDGE OF PAVEMENT
- = EDGE OF ROAD
- = FENCELINE
- = SITE FEATURE
- = TREELINE
- = WALL
- = BREAKLINE
- = CENTERLINE DITCH
- = TOE OF SLOPE
- = TOP OF BANK
- UGTV = UNDERGROUND CABLE TV
- UGE = UNDERGROUND ELECTRIC
- FOC = UNERGROUND FIBER OPTIC CABLE
- = UNDERGROUND UNKNOWN UTILITY
- GAS = UNDERGROUND GAS
- = RAILROAD
- SAN = SANITARY SEWER
- SFM = SANITARY FORCEMAIN
- = SITE FEATURE
- STM = STEAMLINE
- = STORM SEWER
- UGT = UNDERGROUND TELEPHONE
- UGW = UNDERGROUND WATER
- UGCW = UNDERGROUND CHILLED WATER
- = PAVEMENT STRIPING (WHITE DASHED)
- = PAVEMENT STRIPING (WHITE SOLID)
- = PAVEMENT STRIPING (YELLOW DASHED)
- = PAVEMENT STRIPING (YELLOW SOLID)
- = PAVEMENT STRIPING (BLUE SOLID)

ABBREVIATION LEGEND

AIP	= ABANDONED IN PLACE
ASPH	= ASPHALT
BFP	= BACK FLOW PREVENTER
BLDG	= BUILDING
BOC	= BACK OF CURB
BW	= BARBED WIRE
CBS	= CONCRETE BLOCK STRUCTURE
CLF	= CHAIN LINK FENCE
CLS	= CENTERLINE OF SWALE
CMP	= CORRUGATED METAL PIPE
CONC	= CONCRETE
COND	= CONDITION
CPT	= CATHODIC PROTECTION TESTING
CSWY	= CAUSEWAY
DIP	= DUCTILE IRON PIPE
EL	= ELEVATION
ELEV	= ELEVATION
EOP	= EDGE OF PAVEMENT
EOR	= EDGE OF ROAD
EOW	= EDGE OF WATER
FFE	= FINISH FLOOR ELEVATION
FND	= FOUND
FWC	= FISH & WILDLIFE COMMISSION
HW	= HEADWALL
HDPE	= HIGH DENSITY POLYETHYLENE
ID	= IDENTIFICATION
INFO	= INFORMATION
INV	= INVERT
KSC	= KENNEDY SPACE CENTER
MES	= MITERED END SECTION
MPH	= MILES PER HOUR
PVC	= POLYVINYL CHLORIDE
RCP	= REINFORCED CONCRETE PIPE
STBLZ	= STABILIZED
STRY	= STORY
SW	= SIDEWALK
TOB	= TOP OF BANK
TOE	= TOE OF SLOPE
TRAV	= TRAVERSE
TYP	= TYPICAL
VCP	= VITRIFIED CLAY PIPE

PATTERN LEGEND

- = CONCRETE
- = ASPHALT
- = DIRT ROAD
- = PAVERS

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Mead & Hunt

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CITY OF COCOA
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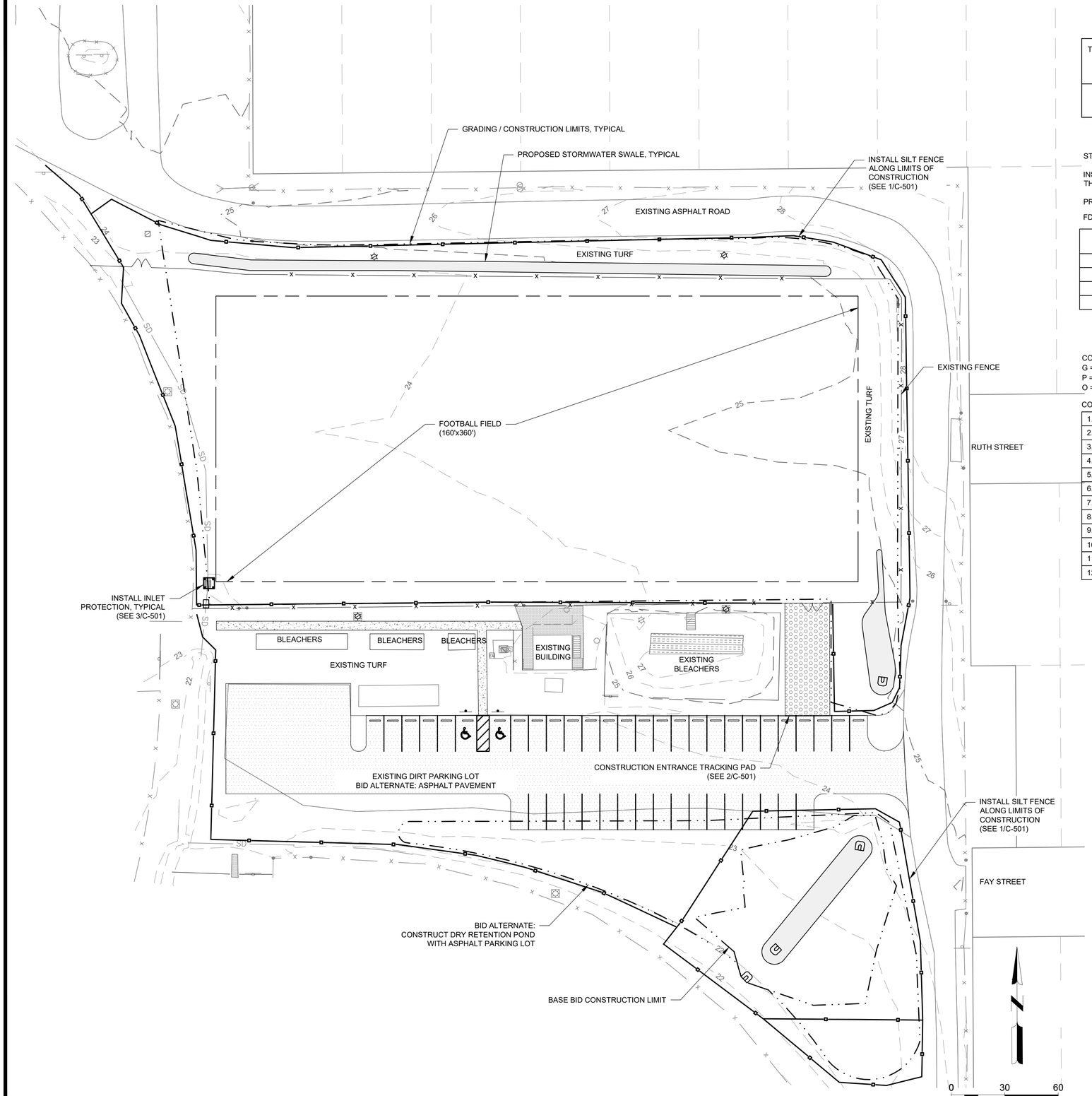
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SHEET CONTENTS
EXISTING SITE PLAN

SHEET NO.
C-011

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TOTAL AREA (SF) (AC)	DISTURBED AREA (SF) AREA (AC)	UNDISTURBED AREA (SF) AREA (AC)	IMPERVIOUS AREA (SF) AREA (AC)	PERVIOUS AREA (SF) AREA (AC)

IMPERVIOUS + PERVIOUS = DISTURBED

STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT FORM

INSPECTIONS MUST OCCUR AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT IS 0.50 INCHES OR GREATER.

PROJECT NAME: _____

FDEP NPDES STORMWATER IDENTIFICATIONS NUMBER: FLORIDA _____

LOCATION	RAIN DATA	TYPE OF CONTROL	DATE INSTALLED	CURRENT CONDITION / CORRECTIVE ACTION

CONDITION CODE:
G = GOOD M = MARGINAL NEEDS MAINTENANCE OR REPLACEMENT SOON
P = POOR, NEEDS IMMEDIATE MAINTENANCE OR REPLACEMENT C = NEEDS TO BE CLEANED
O = OTHER

CONTROL TYPE CODES

1. SILT FENCE	13. RETENTION POND	25. HAY BALES
2. EARTH DIKES	14. CONSTRUCTION ENTRANCE STABILIZATION	26. GEOTEXTILE
3. STRUCTURAL DIVERSION	15. PERIMETER DITCH	27. RIP-RAP
4. SWALE	16. CURB AND GUTTER	28. TREE PROTECTION
5. SEDIMENT TRAP	17. PAVED ROAD SURFACE	29. DETENTION POND
6. CHECK DAM	18. ROCK OUTLET PROTECTION	30. RETENTION POND
7. SUBSURFACE DRAIN	19. REINFORCED SOIL RETAINING SYSTEM	31. WASTE DISPOSAL/HOUSEKEEPING
8. PIPE SLOPE DRAIN	20. GABION	32. DAM
9. LEVEL SPREADERS	21. SEDIMENT BASIN	33. SAND BAG
10. STORM DRAIN INLET PROTECTION	22. TEMPORARY SEED / SOD	34. OTHER
11. VEGETATIVE BUFFER STRIP	23. PERMANENT SEED / SOD	
12. VEGETATIVE PRESERVATION AREA	24. MULCH	

INSPECTIONS INFORMATION:

_____

NAME (SIGNED & PRINTED) DATE

QUALIFICATION
THE ABOVE SIGNATURE ALSO SHALL CERTIFY THAT THIS FACILITY IS IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN AND STATE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES IF THERE ARE NOT ANY INCIDENTS OF NON-COMPLIANCE IDENTIFIED ABOVE.

LEGEND:

- INLET PROTECTION
- EXISTING CONTOUR LINES
- GRADING LIMITS
- SILT FENCE
- CONSTRUCTION ENTRANCE TRACKING PAD

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DON MO STRADLEY PARK IMPROVEMENTS
1881 ROSETINE STREET
COCOA, FL 32926

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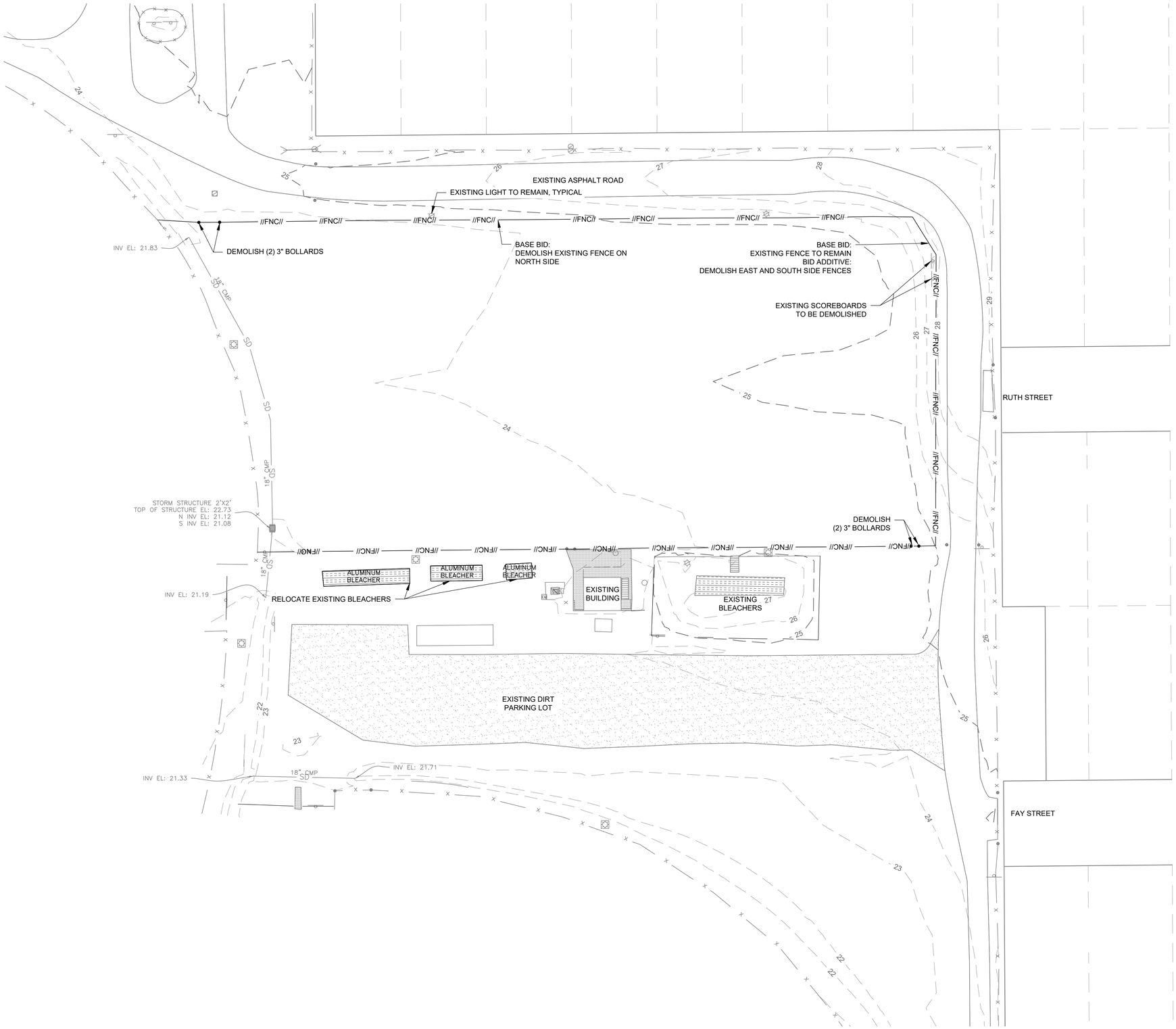
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SHEET CONTENTS
STORMWATER POLLUTION PREVENTION PLAN

SHEET NO.
C-041

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LEGEND:

//FNC// REMOVE FENCE AND GATE

0 30 60

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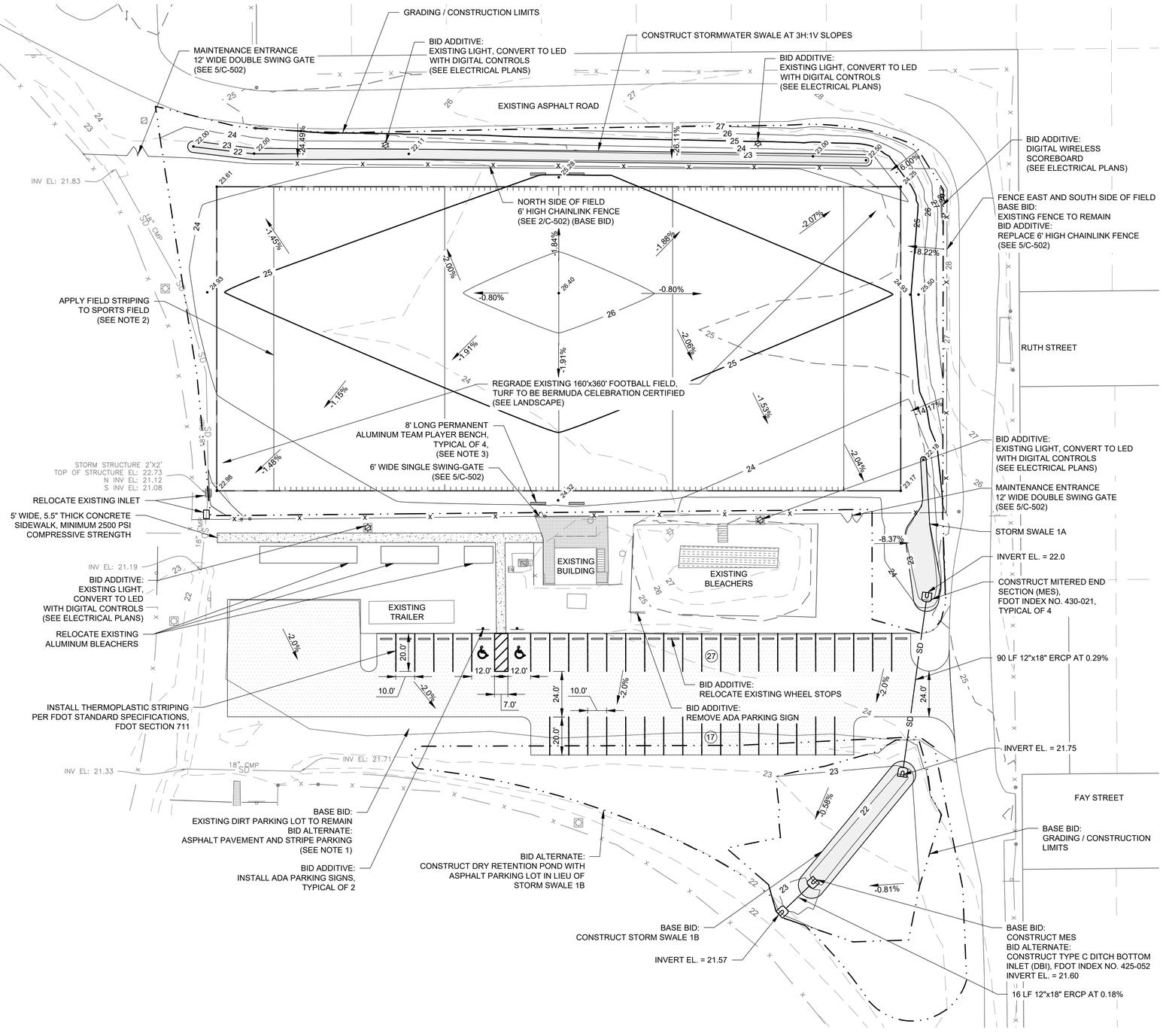
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SHEET CONTENTS
SITE DEMOLITION PLAN

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C-051

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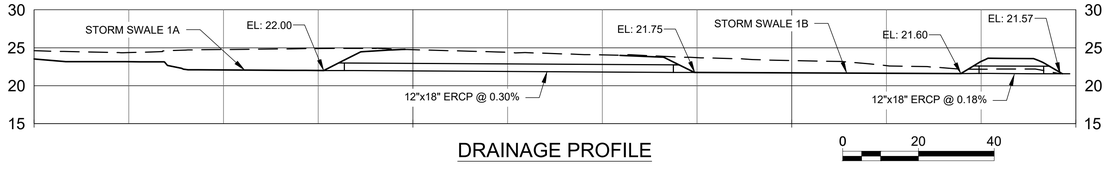


SITE IMPROVEMENT PLAN NOTES:

1. SJRWMD PERMIT REQUIRED IF PARKING LOT IS CONSTRUCTED. CITY TO ACQUIRE SJRWMD ENVIRONMENTAL RESOURCE PERMIT (ERP). CONTRACTOR TO PROVIDE 60 DAYS IN SCHEDULE FOR SUCH.
2. PERMANENT ALUMINUM TEAM PLAYER BENCH TO BE NATIONAL RECREATION (BE-PD00800) OR APPROVED EQUAL AND INSTALLED PER MANUFACTURER'S RECOMMENDATION.

LEGEND:

- EXISTING CONTOUR LINES
- PROPOSED CONTOUR LINES
- GRADING LIMITS
- FINISHED / PROPOSED SPOT ELEVATION
- FINISHED / PROPOSED SLOPE
- SIGN
- FENCE
- STORM SEWER / CULVERT
- ASPHALT
- CONCRETE



DRAINAGE PROFILE

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SHEET CONTENTS
SITE IMPROVEMENTS, GRADING, AND DRAINAGE PLAN

SHEET NO.
C-101

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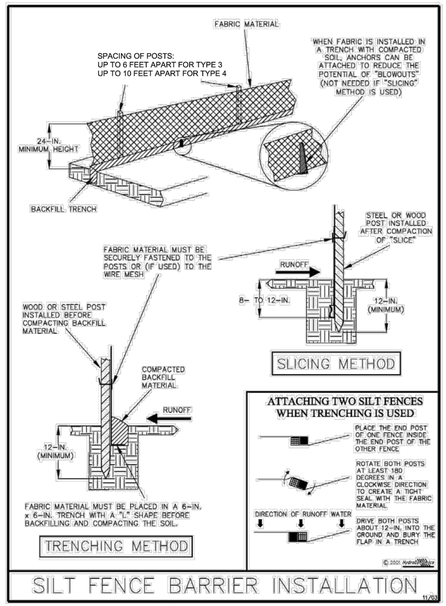


Figure V-2: Illustration of a Silt Fence Barrier

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1 SILT FENCE DETAIL
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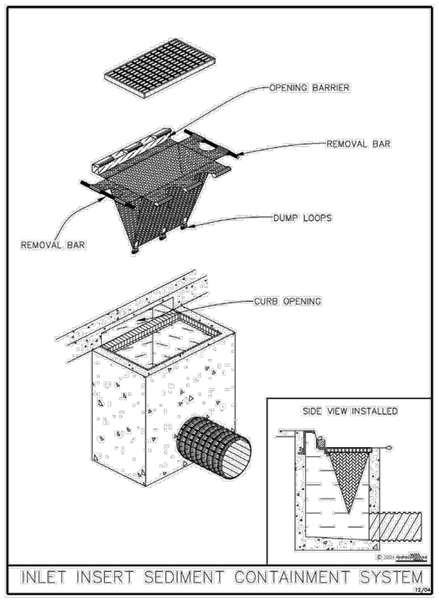


Figure V-18: Illustration of an Inlet Insert Sediment Containment System

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3 INLET PROTECTION DETAIL
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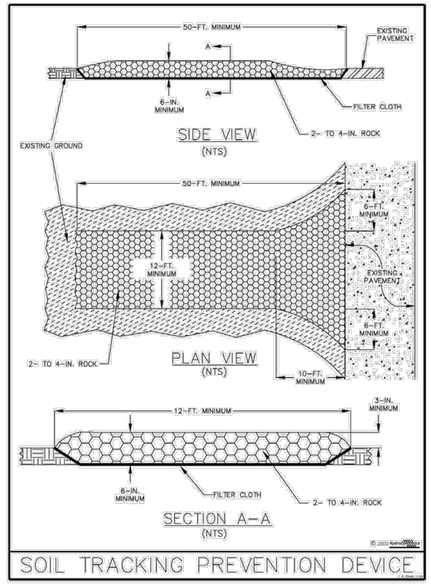
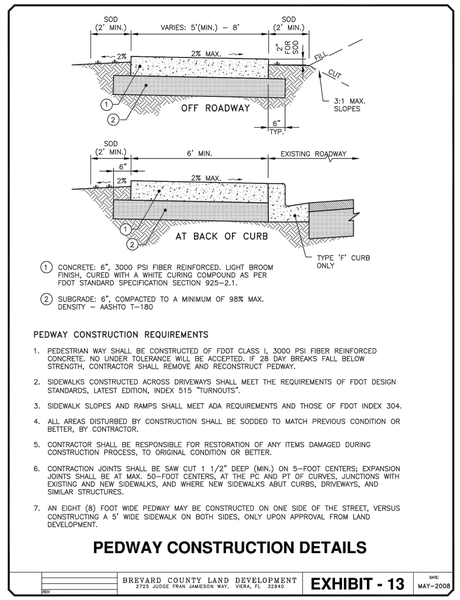


Figure V-19: Illustration of a Soil Tracking Prevention Device

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2 ENTRANCE TRACKING PAD DETAIL
NOT TO SCALE



4 SIDEWALK DETAIL
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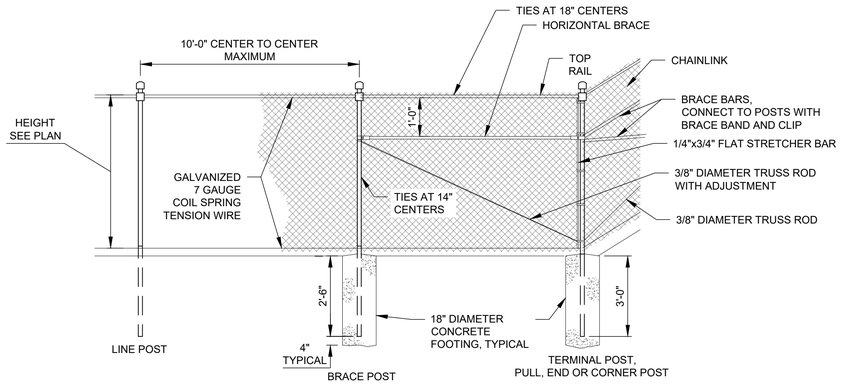
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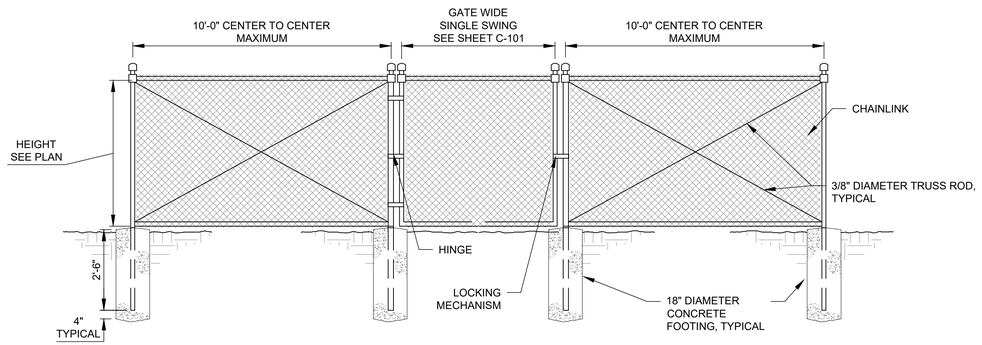
SHEET CONTENTS
EROSION CONTROL DETAILS

SHEET NO.
C-501

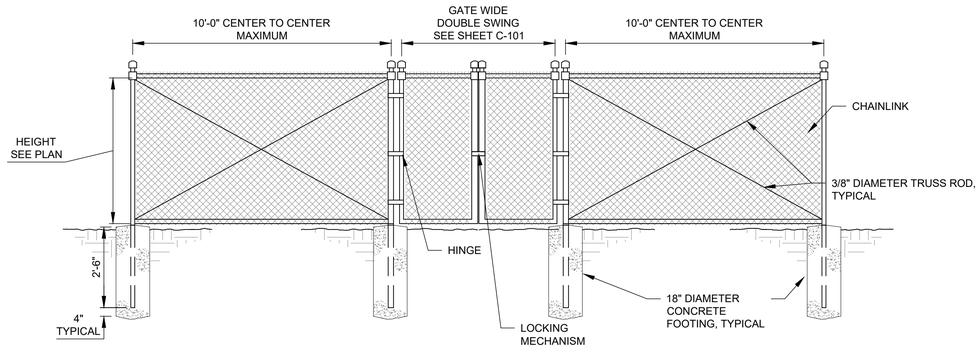
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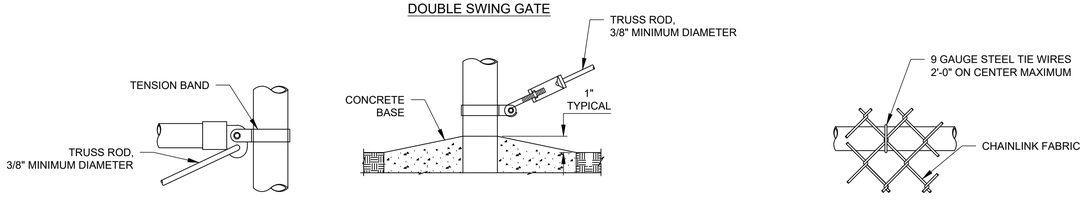
FENCE PANEL



SINGLE SWING GATE



DOUBLE SWING GATE



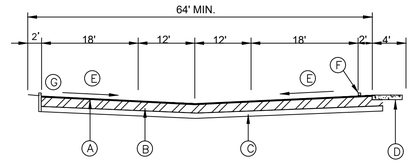
ROUND POST | TRUSS ROD AND BAND | TOP OR BRACE RAIL ATTACHMENT

NOTES:

1. ALL FENCING SHALL MEET FDOT SPECIFICATIONS AND SHALL BE VINYL COATED (BLACK).
2. FABRIC 11 GA. 3" MESH.
3. BRACE FENCE POSTS IN BOTH DIRECTIONS ON EITHER SIDE OF GATE.
4. BRACE CORNER POSTS IN BOTH DIRECTIONS ALONG FENCE LINE.

5 CHAINLINK FENCE AND GATE DETAIL

NOT TO SCALE



(A) ASPHALT PAVEMENT:
1-1/2" ASPHALT BITUMINOUS CONCRETE SP-9.5; MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD".

(B) BASE:
6" LIMEROCK BASE (LBR 100) OR RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

(C) SUB-BASE:
6" SUB-BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

(D) 4'-0" WIDE, 4" THICK, CONCRETE SIDEWALK, 3000 P.S.I.

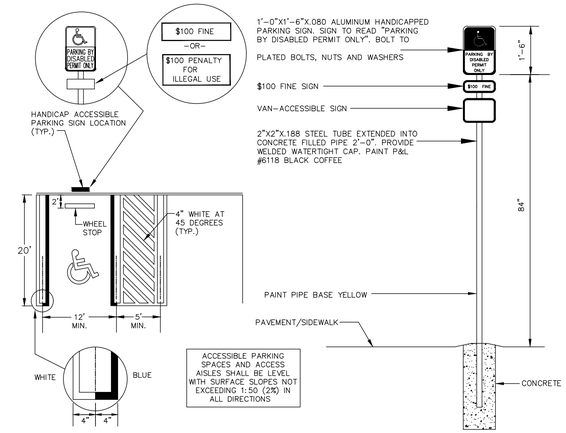
(E) THE MINIMUM ALLOWABLE PARKING LOT PAVEMENT SLOPE FOR ASPHALT SHALL BE NO LESS THAN 0.75% MEASURED FROM THE RECEIVING INLET OR FLUME TO ANY PAVEMENT. (NOTE THAT THE MINIMUM SLOPE MAY BE REDUCED TO 0.50% FOR CONCRETE PAVEMENT.)

(F) CONCRETE WHEEL STOP.

(G) 6" HEADER CURB WITH 1'-6" OF SODDED OVERHANG

3 PARKING LOT TYPICAL SECTION

NOT TO SCALE

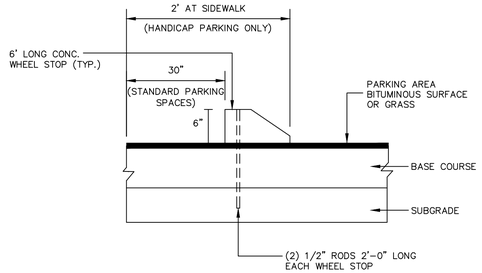


PARKING STALL AND ACCESS AISLE

NOTE:
1. HANDICAPPED PARKING SIGN SHALL CONFORM WITH CURRENT STATE AND LOCAL AND FEDERAL CODES AND REGULATIONS.
2. ALL SIGNS SHALL BE DESIGNED TO WITHSTAND 120 M.P.H. WIND SPEED.

1 ADA PARKING STALL DETAIL

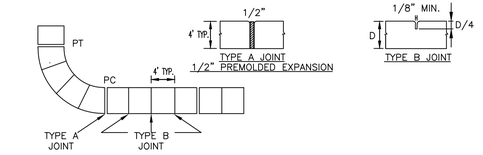
NOT TO SCALE



NOTE:
1. CENTER WHEEL STOP IN EACH STALL

4 CONCRETE WHEEL STOP DETAIL

NOT TO SCALE



1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE. HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
2. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING F.D.O.T. SPECIFICATIONS.
3. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 4 FEET WHICHEVER IS GREATEST.
4. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
5. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, UNYIELDING AND SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95 PERCENT OF AASHTO-T-180
6. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
8. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
9. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.

2 SIDEWALK CONSTRUCTION REQUIREMENTS

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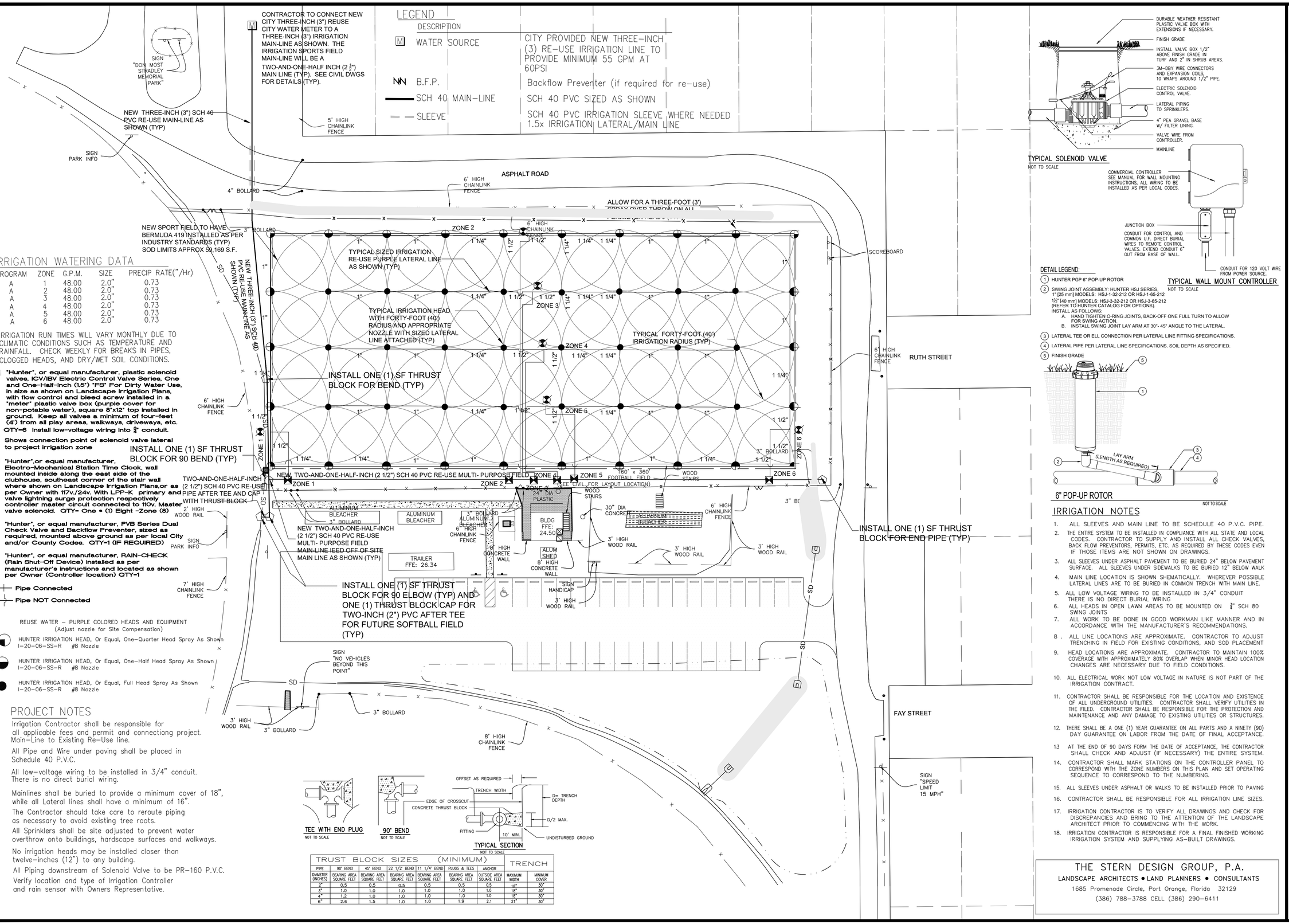
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SITE DETAILS

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C-502

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IRRIGATION WATERING DATA

PROGRAM	ZONE	G.P.M.	SIZE	PRECIP RATE("/Hr)
A	1	48.00	2.0"	0.73
A	2	48.00	2.0"	0.73
A	3	48.00	2.0"	0.73
A	4	48.00	2.0"	0.73
A	5	48.00	2.0"	0.73
A	6	48.00	2.0"	0.73

IRRIGATION RUN TIMES WILL VARY MONTHLY DUE TO CLIMATIC CONDITIONS SUCH AS TEMPERATURE AND RAINFALL. CHECK WEEKLY FOR BREAKS IN PIPES, CLOGGED HEADS, AND DRY/WET SOIL CONDITIONS.

"Hunter", or equal manufacturer, plastic solenoid valves, ICV/IBV Electric Control Valve Series, One and One-Half-inch (1.5") "FS" For Dirty Water Use, in size as shown on Landscape Irrigation Plans, with flow control and bleed screw installed in a "meter" plastic valve box (purple cover for non-potable water), square 8"x12" top installed in ground. Keep all valves a minimum of four-feet (4') from all play areas, walkways, driveways, etc. QTY-6 Install low-voltage wiring into ¾" conduit.

Shows connection point of solenoid valve lateral to project irrigation zone

"Hunter",or equal manufacturer, Electro-Mechanical Station Time Clock, wall mounted inside along the east side of the clubhouse, southeast corner of the stair wall where shown on Landscape Irrigation Plans,or as per Owner with 117v./24v. With LPP-K primary and valve lightning surge protection respectively controller master circuit connected to 110v. Master valve solenoid. QTY- One + (1) Eight -Zone (8)

"Hunter", or equal manufacturer, PVB Series Dual Check Valve and Backflow Preventer, sized as required, mounted above ground as per local City and/or County Codes. QTY-1 (IF REQUIRED)

"Hunter", or equal manufacturer, RAIN-CHECK (Rain Shut-Off Device) installed as per manufacturer's instructions and located as shown per Owner (Controller location) QTY-1

Pipe Connected

Pipe NOT Connected

REUSE WATER – PURPLE COLORED HEADS AND EQUIPMENT
(Adjust nozzle for Site Compensation)

HUNTER IRRIGATION HEAD, Or Equal, One-Quarter Head Spray As Shown
I-20-06-SS-R #8 Nozzle

HUNTER IRRIGATION HEAD, Or Equal, One-Half Head Spray As Shown
I-20-06-SS-R #8 Nozzle

HUNTER IRRIGATION HEAD, Or Equal, Full Head Spray As Shown
I-20-06-SS-R #8 Nozzle

PROJECT NOTES

Irrigation Contractor shall be responsible for all applicable fees and permit and connecting project. Main-Line to Existing Re-Use line.

All Pipe and Wire under paving shall be placed in Schedule 40 P.V.C.

All low-voltage wiring to be installed in 3/4" conduit. There is no direct burial wiring.

Mainlines shall be buried to provide a minimum cover of 18", while all Lateral lines shall have a minimum of 16".

The Contractor should take care to reroute piping as necessary to avoid existing tree roots.

All Sprinklers shall be site adjusted to prevent water overthrow onto buildings, hardscape surfaces and walkways.

No irrigation heads may be installed closer than twelve-inches (12") to any building.

All Piping downstream of Solenoid Valve to be PR-160 P.V.C.

Verify location and type of Irrigation Controller and rain sensor with Owners Representative.

TRUST BLOCK SIZES (MINIMUM)								TRENCH	
PIPE	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND	PLUGS & TEES	ANCHOR			
DIAMETER (INCHES)	BEARING AREA SQUARE FEET	BEARING AREA SQUARE FEET	BEARING AREA SQUARE FEET	BEARING AREA SQUARE FEET	BEARING AREA SQUARE FEET	OUTSIDE AREA SQUARE FEET	MAXIMUM WIDTH	MINIMUM COVER
2"	0.5	0.5	0.5	0.5	0.5	0.5	18"	30"
3"	1.0	1.0	1.0	1.0	1.0	1.0	18"	30"
4"	1.2	1.0	1.0	1.0	1.0	1.0	18"	30"
6"	2.6	1.5	1.0	1.0	1.9	2.1	21"	30"

TYPICAL SOLENOID VALVE
NOT TO SCALE

TYPICAL WALL MOUNT CONTROLLER
NOT TO SCALE

DETAIL LEGEND:

1. HUNTER PGP 6" POP-UP ROTOR
2. SWING JOINT ASSEMBLY: HUNTER HSJ SERIES, 1" [25 mm] MODELS: HSJ-1-32-212 OR HSJ-1-65-212
   1½" [40 mm] MODELS: HSJ-3-32-212 OR HSJ-3-65-212
   (REFER TO HUNTER CATALOG FOR OPTIONS).
   INSTALL AS FOLLOWS:
   A. HAND TIGHTEN O-RING JOINTS, BACK-OFF ONE FULL TURN TO ALLOW FOR SWING ACTION.
   B. INSTALL SWING JOINT LAY ARM AT 30°- 45° ANGLE TO THE LATERAL.
3. LATERAL TEE OR ELL CONNECTION PER LATERAL LINE FITTING SPECIFICATIONS.
4. LATERAL PIPE PER LATERAL LINE SPECIFICATIONS. SOIL DEPTH AS SPECIFIED.
5. FINISH GRADE

6" POP-UP ROTOR
NOT TO SCALE

IRRIGATION NOTES

1. ALL SLEEVES AND MAIN LINE TO BE SCHEDULE 40 P.V.C. PIPE.
2. THE ENTIRE SYSTEM TO BE INSTALLED IN COMPLIANCE WITH ALL STATE AND LOCAL CODES. CONTRACTOR TO SUPPLY AND INSTALL ALL CHECK VALVES, BACK FLOW PREVENTORS, PERMITS, ETC. AS REQUIRED BY THESE CODES EVEN IF THOSE ITEMS ARE NOT SHOWN ON DRAWINGS.
3. ALL SLEEVES UNDER ASPHALT PAVEMENT TO BE BURIED 24" BELOW PAVEMENT SURFACE. ALL SLEEVES UNDER SIDEWALKS TO BE BURIED 12" BELOW WALK
4. MAIN LINE LOCATION IS SHOWN SHEMATICALLY. WHEREVER POSSIBLE LATERAL LINES ARE TO BE BURIED IN COMMON TRENCH WITH MAIN LINE.
5. ALL LOW VOLTAGE WIRING TO BE INSTALLED IN 3/4" CONDUIT THERE IS NO DIRECT BURIAL WIRING
6. ALL HEADS IN OPEN LAWN AREAS TO BE MOUNTED ON ¾" SCH 80 SWING JOINTS
7. ALL WORK TO BE DONE IN GOOD WORKMAN LIKE MANNER AND IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
8. ALL LINE LOCATIONS ARE APPROXIMATE. CONTRACTOR TO ADJUST TRENCHING IN FIELD FOR EXISTING CONDITIONS, AND SOD PLACEMENT
9. HEAD LOCATIONS ARE APPROXIMATE. CONTRACTOR TO MAINTAIN 100% COVERAGE WITH APPROXIMATELY 80% OVERLAP WHEN MINOR HEAD LOCATION CHANGES ARE NECESSARY DUE TO FIELD CONDITIONS.
10. ALL ELECTRICAL WORK NOT LOW VOLTAGE IN NATURE IS NOT PART OF THE IRRIGATION CONTRACT.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND EXISTENCE OF ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL VERIFY UTILITIES IN THE FILED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE AND ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES.
12. THERE SHALL BE A ONE (1) YEAR GUARANTEE ON ALL PARTS AND A NINETY (90) DAY GUARANTEE ON LABOR FROM THE DATE OF FINAL ACCEPTANCE.
13. AT THE END OF 90 DAYS FORM THE DATE OF ACCEPTANCE, THE CONTRACTOR SHALL CHECK AND ADJUST (IF NECESSARY) THE ENTIRE SYSTEM.
14. CONTRACTOR SHALL MARK STATIONS ON THE CONTROLLER PANEL TO CORRESPOND WITH THE ZONE NUMBERS ON THIS PLAN AND SET OPERATING SEQUENCE TO CORRESPOND TO THE NUMBERING.
15. ALL SLEEVES UNDER ASPHALT OR WALKS TO BE INSTALLED PRIOR TO PAVING
16. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL IRRIGATION LINE SIZES.
17. IRRIGATION CONTRACTOR IS TO VERIFY ALL DRAWINGS AND CHECK FOR DISCREPANCIES AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH THE WORK.
18. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR A FINAL FINISHED WORKING IRRIGATION SYSTEM AND SUPPLYING AS-BUILT DRAWINGS.

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS • LAND PLANNERS • CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 CELL (386) 290-6411

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CITY OF COCOA

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CITY OF COCOA
DON MO STRADLEY PARK IMPROVEMENTS
1881 ROSETINE STREET
COCOA, FL 32926

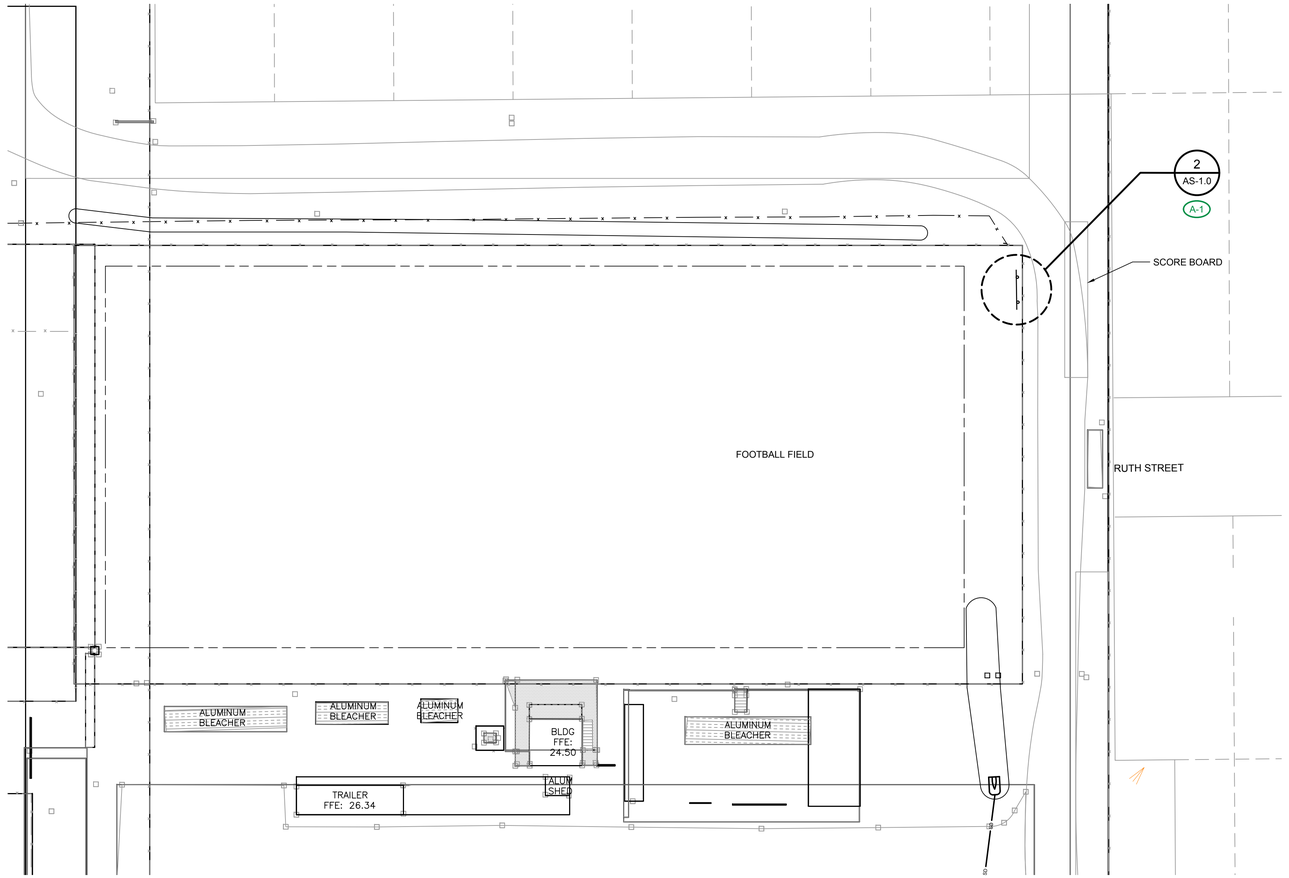
ISSUED
03/2023 ISSUED FOR BID

NOT FOR CONSTRUCTION

M&H NO.: 1000704-220610.01
DATE: MARCH 2023
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DO NOT SCALE DRAWINGS

SHEET CONTENTS
LANDSCAPE AND IRRIGATION PLAN

SHEET NO.
L-101



NOTE:

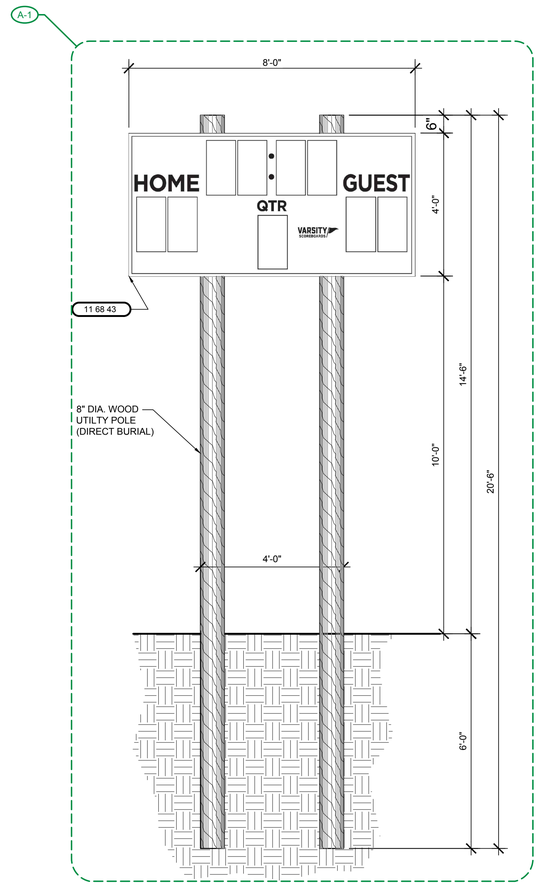
CONTRACTOR SHALL REFER TO CIVIL-SITE PLANS FOR ALL CIVIL-SITE DESIGN. THIS PLAN IS PROVIDED TO REFERENCE ARCHITECTURAL SITE FEATURES AS DETAILED WITHIN THE ARCHITECTURAL PLANS.

1 ARCHITECTURAL SITE PLAN

SCALE: 1" = 20'

NOTE:

- CONTRACTOR TO COORDINATE EXACT LOCATION OF SCORE BOARD WITH OWNER/ARCHITECT AS WELL AS COORDINATING ALL REQUIREMENTS WITH SUPPLIER.
- PROVIDE SINGLE POLE 20 AMP WEATHER PROOF SWITCH TO SERVE AS DISCONNECTING MEANS FOR SCORE BOARD.



2 ELECTRICAL SCOREBOARD DETAILS

SCALE:

BID ALTERNATES

THROUGHOUT THIS PROJECT ARE VARIOUS ALTERNATES

REVIEW AND IDENTIFY ALL OF THESE ALTERNATES AND PRICE THEM ACCORDINGLY:

A-1 REMOVE EXISTING SCOREBOARD AND PROVIDE NEW ELECTRIC SCOREBOARD ON NEW WOOD POLES IF UNABLE TO INSTALL ON EXISTING POSTS. RECONNECT POWER ETC. TO NEW SIGN.

SEE OTHER DISCIPLINES FOR OTHER ALTERNATES.

MATERIALS LIST

1. SEE SPECIFICATIONS FOR MATERIAL LIST DESCRIPTIONS.

GRAPHIC SCALE
1' 0 1' 2' 3' 4'
1/2"=1'-0"

GRAPHIC SCALE
10' 0 10' 20' 30' 40'
1"=20'

PROJECT NORTH

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SUBMITTALS	
CONSTRUCTION DOCS FOR BID (90%)	02/10/23
CONSTRUCTION DOCS FOR BID	03/17/23

DON "MO" STRADLEY MEMORIAL PARK IMPROVEMENTS

1881 ROSETINE STREET
COCOA, FL 32922

DRAWING TITLE:

ARCHITECTURAL SITE PLAN

FOR REVIEW
NOT FOR CONSTRUCTION

JOB NO.: 2022.11
DRAWN BY: CK / MH
CHECKED BY: JCZ

DRAWING NO.:

AS-1.0

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DIVISION 0 - CONTRACTUAL REQUIREMENTS

00 00 00 SEE CONTRACT FOR ADDITIONAL DIVISION REQUIREMENTS.

- CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, ETC REQUIRED TO UNDERTAKE THE WORK UNLESS NOTED OTHERWISE.
- PRIOR TO RECEIVING A NOTICE-TO-PROCEED, THE OWNER WILL FILE A NOTICE-OF-COMMENCEMENT WITH APPROPRIATE AUTHORITY.
- THE JURISDICTION FOR THE PROJECT SITE IS:

  CITY OF COCOA

  - ALL WORK SHALL BE PERMITTED AND UNDERTAKEN IN ACCORDANCE WITH APPLICABLE CODES AND ORDINANCES.
- PRIME CONTRACTOR IS ASSUMED TO BE FAMILIAR WITH ALL GENERAL CONDITIONS/CONTRACT REQUIREMENTS ASSOCIATED WITH THE CONTRACT BETWEEN OWNER AND CONTRACTOR AS THEY APPLY TO THE WORK NOTED HEREON. PRIME CONTRACTOR SHALL TRANSFER ALL SUCH REQUIREMENTS TO ALL SUBCONTRACTORS.
- ALL CONTRACTORS SHALL EXAMINE JOB SITE PRIOR TO SUBMISSION OF A BID/GMP TO OBSERVE ALL VISIBLE EXISTING CONDITIONS. SUBMISSION OF BID WILL BE TAKEN TO CONFIRM FAMILIARITY WITH CONDITIONS OF THE WORK SO THE BID/GMP PRICE INCLUDES ALL WORK NECESSARY TO PROVIDE A COMPLETED, READY TO OCCUPY, FULLY FINISHED PROJECT.
- THE CONTRACTOR SHALL DELIVER A WORK SCHEDULE IMMEDIATELY AFTER RECEIVING A NOTICE OF AWARD SHOWING ALL TASKS AND COMPLETION DATES.

DIVISION 1 - GENERAL REQUIREMENTS

01 00 00 SEE CONSTRUCTION CONTRACT FOR ADDITIONAL DIVISION 1 GENERAL REQUIREMENTS:

- ALL THESE DRAWINGS SHALL BE USED IN CONJUNCTION WITH PROJECT SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT THESE DRAWINGS FOR OPENINGS, DEPRESSIONS, EQUIPMENT WEIGHTS AND LOCATIONS, EMBEDDED ITEMS AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS.
- DISCREPANCIES IN THE WORK SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND THE OWNER'S PROJECT REPRESENTATIVE DURING THE BID PERIOD FOR CLARIFICATION, PRIOR TO SUBMITTING A BID.
- DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OF RECORD BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
- PROVIDE SUBMITTALS TO THE ARCHITECT FOR REVIEW AND COMMENT FOR ALL CUSTOM FABRICATIONS.
- THE ARCHITECT'S AND ENGINEER'S (WHEN APPLICABLE) OBLIGATIONS TO REVIEW SHOP DRAWINGS AND OTHER SUBMITTALS AND TO RETURN THEM IN A TIMELY MANNER ARE CONDITIONED UPON PRIOR REVIEW AND APPROVAL OF THE SHOP DRAWINGS OR SUBMITTALS BY THE CONTRACTOR.
- COPIES OF SUBMITTALS FOR ALL PRODUCTS WHICH REQUIRE FLORIDA PRODUCT APPROVAL, SHALL BE SUBMITTED TO THE CODE COMPLIANCE OFFICE BY THE CONTRACTOR, IF REQUIRED, AFTER REVIEW BY ARCHITECT/ENGINEER.
- ALL PRODUCTS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS, PRODUCT APPROVAL AND AS SPECIFIED HEREON. ANY DISCREPANCIES BETWEEN SAME SHALL BE PRESENTED TO THE ARCHITECT.
- TEMPORARY UTILITIES (ELECTRICAL SERVICE AND WATER)

  ARE/ ARE NOT ON SITE.
- ON SITE TOILETS ARE NOT AVAILABLE FOR USE BY THE CONTRACTOR. CONTRACTOR SHALL PROVIDE PORTABLE UNIT(S) AS NEEDED.
- THE CONTRACTOR SHALL CLEAN UP HIS WORK AREA ON DAILY BASIS, AND REMOVE ALL DEBRIS DAILY OFF OF THE PROPERTY AND DISPOSE OF IT IN A LEGAL MANNER .
- ALL CONSTRUCTION WORK SHALL BE UNDERTAKEN IN ACCORDANCE WITH ALL APPLICABLE CODES & LAWS .
- THE CONTRACTOR SHALL MAINTAIN A "RECORD SET" OF DRAWINGS, SHOWING HIS WORK AND ALL OF THE WORK BY HIS SUB-CONTRACTORS, PARTICULARLY WORK THAT IS CONCEALED. THE "RECORD SET" OF DRAWINGS SHALL BE MAINTAINED ON SITE AND UPDATED PRIOR TO EACH PAY REQUEST OR PAYMENT WILL BE DELAYED.
- AT COMPLETION, ALL WORK SHALL BE FINALLY CLEANED TO THE OWNER OR OWNER'S REPRESENTATIVE AND CITY OFFICIAL'S SATISFACTION.
- PRIME CONTRACTOR SHALL WARRANT THE WORK AS FREE OF DEFECTIVE MATERIALS AND WORKMANSHIP FOR ONE (1) YEAR MINIMUM.
- NO STRUCTURAL MEMBER OR COMPONENT SHALL BE CUT, NOTCHED, OR OTHERWISE ALTERED UNLESS DETAILED AS SUCH OR APPROVED IN WRITING BY THE ENGINEER OR ARCHITECT OF RECORD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS INCURRED BY THE ENGINEER OF RECORD FOR REVIEW OF ANY SUCH DEVIATIONS.
- DO NOT SCALE DRAWINGS, UNLESS ADVISED TO DO SO BY THE ARCHITECT.
- THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE BUILDING AND ITS COMPONENTS DURING ERECTION. THIS INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIEDOWNS
- DETAILS LABELED "TYPICAL" ON THE DRAWINGS SHALL APPLY TO ALL SITUATIONS OCCURRING ON THE PROJECT THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. SUCH DETAILS SHALL APPLY WHETHER OR NOT THEY ARE REFERENCED AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE DETERMINED BY THE ARCHITECT OF RECORD.
- THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, AND DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, PROCEDURES, TECHNIQUES, SEQUENCE AND SAFETY. THE ARCHITECT DOES NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSION OF THE CONTRACTOR, SUBCONTRACTOR OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- PERIODIC SITE OBSERVATION BY FIELD REPRESENTATIVES OF ARCHITECTS RZK, INC. AND CONSULTANTS IS SOLELY FOR THE PURPOSE OF DETERMINING IF THE WORK IS PROCEEDING IN GENERAL ACCORDANCE WITH THE CONTRACT DOCUMENTS. THIS LIMITED SITE OBSERVATION SHALL NOT BE CONSTRUED AS AN EXHAUSTIVE OR CONTINUOUS EFFORT TO CHECK THE QUALITY OR QUANTITY OF THE WORK.
- ALL BUILDINGS REQUIRE PERIODIC MAINTENANCE TO EXCEED LIFE SPAN AND TO ENSURE STRUCTURAL INTEGRITY FROM EXPOSURE TO THE ENVIRONMENT. A PLANNED PROGRAM OF MAINTENANCE SHALL BE ESTABLISHED BY THE OWNER. THIS PROGRAM SHALL INCLUDE ITEMS SUCH AS, BUT NOT LIMITED TO, PAINTING OF STRUCTURAL STEEL, PROTECTIVE COATINGS FOR CONCRETE, SEALANTS, CAULKED JOINTS, EXPANSION JOINTS, CONTROL JOINTS, SPALLS AND CRACKS IN CONCRETE, AND PRESSURE WASHING OF EXPOSED STRUCTURAL ELEMENTS EXPOSED TO SALT ENVIRONMENT OR OTHER HARSH CHEMICALS.
- ARCHITECT OR ENGINEER (WHEN APPLICABLE) OF RECORD IS NOT RESPONSIBLE FOR THE STRUCTURAL DESIGN OF STEEL STAIRS, HANDRAILS, CURTAIN WALL/WINDOW WALL SYSTEMS, COLD-FORMED STEEL FRAMING, WOOD TRUSSES, OR OTHER SYSTEMS NOT DETAILED IN THE STRUCTURAL DOCUMENTS. SUCH SYSTEMS SHALL BE DESIGNED, FURNISHED, AND INSTALLED AS REQUIRED VIA OTHER PORTIONS OF THE CONTRACT DOCUMENTS.
- IN THE PROFESSIONAL OPINION OF ARCHITECTS RZK, INC. THE CONTRACT DOCUMENTS FOR THIS PROJECT HAVE BEEN PREPARED IN ACCORDANCE WITH THE DESIGN CRITERIA AS SET FORTH IN THE FLORIDA BUILDING CODE (FBC) LATEST EDITION.
- THE USE OF REPRODUCTIONS OF THESE CONTRACT DOCUMENTS AND USE OF CAD FILES BY ANY CONTRACTOR, SUBCONTRACTOR, ERECTOR, FABRICATOR OR MATERIAL SUPPLIER IN LIEU OF PREPARATION OF SHOP DRAWINGS IS PROHIBITED UNLESS PRIOR WRITTEN APPROVAL IS OBTAINED FROM ARCHITECT OF RECORD.

DIVISION 11 - EQUIPMENT

11 68 43 EXTERIOR SCOREBOADS

- PROVIDE MODEL NUMBER 7430 BY VARSITY SCOREBOARDS (VARSITYSCOREBOARDS.COM).
- INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- COLORS TO BE SELECTED BY OWNER.

A-1

BID ALTERNATES

THROUGHOUT THIS PROJECT ARE VARIOUS ALTERNATES

REVIEW AND IDENTIFY ALL OF THESE ALTERNATES AND PRICE THEM ACCORDINGLY:

A-1 REMOVE EXISTING SCOREBOARD AND PROVIDE NEW ELECTRIC SCOREBOARD ON NEW WOOD POLES IF UNABLE TO INSTALL ON EXISTING POSTS. RECONNECT POWER ETC. TO NEW SIGN.

SEE OTHER DISCIPLINES FOR OTHER ALTERNATES.

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SUBMITTALS	
CONSTRUCTION DOCS FOR BID (90%)	02/10/23
CONSTRUCTION DOCS FOR BID	03/17/23

DON "MO" STRADLEY MEMORIAL PARK IMPROVEMENTS

1881 ROSETINE STREET
COCOA, FL 32922

DRAWING TITLE:

SPECIFICATIONS

FOR REVIEW
NOT FOR CONSTRUCTION

JOB NO.: 2022.11
DRAWN BY: CK / MH
CHECKED BY: JCZ

DRAWING NO.:

SP-1.0

DESIGNED TO PRINT IN COLOR

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-21-COC**
	INVITATION TO BID (ITB)	**Due Date: 05/04/2023**

TITLE: Don "Mo" Stradley Park and Provost Park Improvements

Issuance | Release Date: Friday, March 31, 2023
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

The City of Cocoa is accepting sealed bids from all licensed, qualified firms or individuals interested in providing the construction services as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa is soliciting for a contractor to provide construction services related to capital improvements at Don "Mo" Stradley Park and Provost Park. The park improvements consist mainly of upgrades and/or replacements of various athletic facilities which include a football field, basketball fields, multi-purpose field, pickleball court, sidewalks and various related infrastructure. The awarded contractor will provide demolition and removal of the existing facilities, and installation of the new facilities in accordance with the detailed specifications provided in this solicitation.

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There will be a NON-MANDATORY Pre-Bid conference held for this project Thursday, April 13, 2023 at 10:00am EST.A virtual attendance option will be made available.

Questions regarding this solicitation must be received in writing at the address above no later than **Tuesday, April 25, 2023 at 5:00pm EST**. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.gov and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.gov. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

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The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. Local preference does not apply in the case where contracts are funded in whole or in part by a government entity whose laws or regulations governing such funding prohibit application of a local vendor preference.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-21-COC
	INVITATION TO BID (ITB)	Due Date: 05/04/2023

TITLE: Don "Mo" Stradley Park and Provost Park Improvements

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SECTION 1 INTRODUCTION

1.01 DESCRIPTION OF WORK

1. Don "Mo" Stradley Memorial Park Football Field Upgrades – 1881 Rosetine Street, Cocoa, Florida 32926
    - New Football Field including Field Goal Posts
    - Site grading and stormwater drainage
    - Irrigation
    - Alternate work may include repaving and striping of the parking lot, replacement of field lighting, scoreboard, bleachers and fencing.
    - This is a turn-key project including startup, as-builts, warranty parts and labor for one year.
    - Construct per detailed specifications and drawings attached to this ITB as Exhibits A and B.
2. Provost Park Improvements – 400 S. Varr Avenue, Cocoa, Florida 32922
    - Construction of two basketball courts, includes demolition and removal of existing structures.
    - Construction of a pickleball court, includes demolition and removal of existing structures.
    - Construction of a multipurpose field, including irrigation
    - Installation of electrical conduit and stub outs
    - Construction of parking area including storm water drainage and lighting
    - Installation of fencing around perimeter of new athletic facilities
    - Alternate work may include new LED lighting for athletic facilities, modification of restroom , entrances, new bleachers, new scoreboard, new digital message board, and park perimeter fencing.
    - This is a turn-key project including startup, as-builts and warranty parts and labor for one year.
    - Construct per detailed specifications and drawings attached to this ITB as Exhibits C and D.

The Contractor shall construct the project per:

1. The jurisdiction for the project site is the City of Cocoa, Florida. All work shall be permitted and undertaken in accordance with applicable codes and ordinances.
2. Prime contractor is assumed to be familiar with all general conditions/contract requirements associated with the contract between owner and contractor as they apply to the work noted on the detailed specifications, attached herein. Prime contractor shall transfer all such requirements to all subcontractors.
3. All contractors shall examine job site prior to submission of a bid to observe all visible existing conditions. submission of bid will be taken to confirm familiarity with conditions of the work so the bid price includes all work necessary to provide a completed, ready to occupy, fully finished project.
4. Contractor shall obtain all permits required to undertake the work unless noted otherwise.
5. Prior to receiving a notice-to-proceed, the owner will file a notice-of-commencement with appropriate

authority.

6. The contractor shall deliver a work schedule immediately after receiving a notice of award showing all tasks and completion dates.
7. The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work.

1.02 MINIMUM QUALIFICATIONS

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

1. Please prepare a cover letter for your response to this invitation with a description of your business, the types of services your company provides, and include the primary contact's name, telephone and email address.
2. Previous Experience and References: The firm shall have been in business for a minimum of three (3) consecutive years or the respondent must demonstrate with written documentation that he/she has a minimum of three (3) years combined work experience deemed to be satisfactory by the City.
3. Must be licensed in the state of Florida as a General Contractor
4. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses, and telephone numbers of owners by completing **the Reference Form, Attachment "L" included herein**.
5. Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".
6. Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.
7. Bonds –Provide applicable bond documents as defined in section 3.02 of this request.
8. Note if you are not a single prime contractor, you will be required to list, using attachment "K" all subcontractors to be used for this project and their professional licenses.
9. Provide a completed W9 according to section 4.02 of this request.
10. Complete in full all required attachments associated with this request.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

1.03 PROJECT COMPLETION TIME

The successful bidder shall commence work within Ten (10) days after having been issued a notice to proceed which may be in the form of a purchase order issued by the City. The Work will be substantially complete within One Hundred and Twenty (120) days after the notice to proceed based on lead times substantiated by the manufacturer.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Friday, 03/31/2023 at 8:00am EST**
Non-Mandatory Pre-Bid Conference	**Thursday, 04/13/2023 at 10:00am EST**
Deadline for Questions	**Tuesday, 04/25/2023 at 5:00pm EST**
Bid Due Date and Time	**Thursday, 05/4/2023 at 3:00pm EST**
Anticipated Notice of Intent to Award	**May 2023**
City Council Approval of Contract	**June 6, 2023**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed

envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within

a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using

solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 NON-MANDATORY PRE-BID MEETING

There will be a NON-MANDATORY Pre-Bid conference held for this project on April 13, 2023 at 10:00am EST at Cocoa City Hall's 3rd Floor Conference Room. A virtual option to attend will be made available. Any changes or updates to this meeting including virtual attendance instructions will be posted to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com**. Prospective bidders are encouraged to inspect the sites prior to bidding.**

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street

Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.gov

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to 5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND

The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**

A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.
2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.
3. The terms of the ITB Security Bond shall be:
    a. The Bidder shall enter into an Agreement if awarded to the Bidder;
    b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;
    c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and
    d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest-bearing account, shall be retained by the City.

B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

3.02 PERFORMANCE AND PAYMENT BONDS

Upon award of this project, the successful Bidder shall furnish Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total contract amount awarded under this solicitation. Receipt of said Performance and Payment Bonds shall occur no later than fifteen (15) calendar days after receipt of notification of Award. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be made payable to the City of Cocoa, issued by a reputable Surety firm licensed to do business in the State of Florida (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and the payment bond is increased so that each reflects the total Contract price as increased.

1. The Surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. The terms of the Payment and Performance Bond shall guarantee that:

    a. The successful Bidder shall assure faithful performance of this project;
    b. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
    c. Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

B. If the bond is based on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

C. Return of Payment and Performance Bond. It shall be the sole responsibility of the successful Bidder to request in writing from the CITY the return of the Payment and Performance Bond. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds shall not be returned unless requested by the successful Bidder in writing.

3.03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is understood and agreed that time is the essence of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the time stated in the Agreement will result in certain loss and damage to the CITY.

It is therefore covenanted and agreed that, if the Contractor shall fail or neglect to complete his Work on or before the date fixed for completion by these Documents, then said Contractor agrees to pay to the CITY, as Liquidated Damages, the amounts specified herein are consistent with the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (FDOT Specifications), Section 8-10, as amended that the City shall act as the Department.

Upon failure of Contractor to obtain Substantial Completion within the deadline as established in the contract, plus approved time extensions, Contractor shall pay to City the sum of One Hundred ($100.00) for each building for each calendar day after the deadline for Substantial Completion, plus any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline as established in the contract, plus approved time extensions thereof, Contractor shall pay to City the sum equal to fifty percent (50%) of applicable amount for each calendar day after the deadline for Final Completion, plus any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use/occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties; recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay; And both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. The above-stated liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

The full amount of such damages shall be deducted from payments due the Contractor or obtained by other legitimate means of recovery if earned payments withheld are inadequate to cover such damages.

Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount Daily Charge Per Calendar Day
$50,000 and under $956
Over $50,000 but less than $250,000.....$964
$250,000 but less than $500,000.....$1,241
$500,000 but less than $2,500,000.....$1,665
$2,500,000 but less than $5,000,000.....$2,712
$5,000,000 but less than $10,000,000.....$3,447
$10,000,000 but less than $15,000,000.....$4,866
$15,000,000 but less than $20,000,000.....$5,818

The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor. The City does not waive its right to liquidated damages due under the Contract by allowing the

Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.

The City considers the Contract complete when the Contractor has completed all work and the City has accepted the work. The City will then release the Contractor from further obligation except as set forth in his bond.

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder 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.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484, cshealy@cocoafl.gov, 65 STONE STREET, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD PROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If

a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in

effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not 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 City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when

it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.gov for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the

general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is

engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.
C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems

appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-21-COC
	INVITATION TO BID (ITB)	Due Date: 05/04/2023
TITLE: Don "Mo" Stradley Park and Provost Park Improvements		

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
	Original Submittal Package bound with binder clip
	Attended Pre-Bid (if Mandatory)
	Cover Letter (if applicable)
	Attachment "A" Submittal Acknowledgement
	Attachment "B" Addendum Acknowledgement
	Attachment "C" Insurance Requirements
	Attachment "D" Bid Security Bond (if required)
	Attachment "E" Bid Price Schedule
	Attachment "F" Trench Safety (if required)
	Attachment "G" Certificate of Non-Segregated Facilities
	Attachment "H" Drug-Free Workplace
	Attachment "I" Conflict of Interest and Non-Collusion
	Attachment "J" Organizational Info
	Attachment "K" Subcontractor Participation
	Attachment "L" References
	Attachment "M" Truth-in-Negotiations
	Attachment "N" Solicitation Label affixed to envelope
	Attachment "O" Scrutinized Companies
	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
	Proof of Florida Registration (if required)
	Professional License(s) (if required)
	W9
	Proof of Insurance
	USB drive with electronic copy of submittal

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-21-COC
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Attachment "A"

Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION.

_____ _____

Signature Date

Name: _____

Title: _____

Company Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (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

_____

Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-21-COC
	INVITATION TO BID (ITB)	Due Date: 05/04/2023
TITLE: Don "Mo" Stradley Park and Provost Park Improvements		

Attachment "B"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "C"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as_____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "D"

Bid Security Bond

BOND NO:_____

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned_____
_____

as Principal, and,_____
as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this _____ day of _____, _____

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: _____ (Affix Contractor's Corporate Seal Above)

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____	_____	_____	_____
Authorized Signatory	Printed Name	Title	Date

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-21-COC
	INVITATION TO BID (ITB)	Due Date: 05/04/2023

TITLE: Don "Mo" Stradley Park and Provost Park Improvements

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF_____, TO REPRESENT _____ _____OF _____ _____,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").

SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF_____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.

NOTARY PUBLIC _____

STATE OF _____

MY COMMISSION EXPIRES:_____

Surety Name: _____ (Affix Surety's Corporate Seal Above)

_____	_____	_____	_____	_____
Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number

Surety Mailing Address: _____ Agent Mailing Address: _____

_____ _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-21-COC
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Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. This Contract is a **LUMP SUM CONTRACT consisting of two separate project sums. Award of this contract will be based on the Total Lump Sum Price of the Base Bid Items.** The Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Subtotal and Total Lump Sum Bid Prices on the lines provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price. Work to be performed in compliance with Federal Terms and Conditions included in this specification.

Project 1: Don "Mo" Stradley Memorial Park Improvements

Base Bid

Item	Item Description	Unit	Total Price
1	General Conditions - Mobilization, Demo, Insurance/ Bonds	LS	$
2	SWPPP / Silt Fence	LS	$
3	Demolition	LS	$
4	Construct Football Field including Site Grading, Stormwater, and Goal Posts	LS	$
5	Football Field Irrigation	LS	$
6	As-builts	LS	$
Project 1 - Total Base Bid			$

Project 1 Alternate work

Item	Item Description	Unit	Total Price
7	Convert Field lighting MUSCO LED Field Lighting w/ remote access	LS	$
8	Asphalt Pave and Stripe dirt parking Lot	LS	$
9	3 each 5 row, 30' wide bleachers-	LS	$
10	New wireless LED Football Scoreboard	LS	$
11	Alternate black vinyl coated fencing	LS	$
Project 1 - Alternate Project Total			$

TITLE: Don "Mo" Stradley Park and Provost Park Improvements

Project 2: Provost Park Improvements

Base Bid

Item	Item Description	Unit	Total Price
1	General Conditions - Mobilization, Demobilization, Insurance/	LS	$
2	SWPPP / Silt Fence/Temporary Construction Project Fencing	LS	$
3	Demolition	LS	$
4	Construction of Athletic Facilities: • Basketball Courts (2) • Pickleball Courts (2) • Multipurpose Field • Southern Sidewalk • 2" Conduit stub from panel to south side of southern sidewalk • Conduits stubs for alternate field and court light locations to panel	LS	$
5	Multipurpose Field Irrigation	LS	$
6	Construct Parking Lot with related storm water and lighting	LS	$
7	Perimeter fencing of basketball courts, pickleball court and multipurpose field (black vinyl fencing)	LS	$
8	As-builts	LS	$
Project 2 – Total Base Bid			$

Project 2 Alternate work

Item	Item Description	Unit	Total Price
9	New MUSCO LED Field and Court Lighting with remote access	LS	$
10	Restroom Door Entrances Demo / Reinstall	LS	$
11	3 each 5 row, 30' wide bleachers-ADA compliant	LS	$
12	New wireless LED Football / Soccer scoreboard	LS	$
13	New Digital Message Board with electrical run	LS	$
14	Perimeter fencing of the entire Provost Park (black vinyl fencing)	LS	$
Project 2 - Alternate Project Total			$

Bid Total

Project 1: Total Base Bid	$	Project 1: Alternate Total	$
Project 2: Total Base Bid	$	Project 2: Alternate Total	$
Combined Total Bid	$		

Attachment "E" continued)

Bidder/Contractor Name:_____

Mailing Address: _____

Telephone Number: _____ E-mail Address:_____ _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

STATE OF _____COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by

_____as_____of_____,
who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "F" (if required)
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-21-COC**
	INVITATION TO BID (ITB)	**Due Date: 05/04/2023**

TITLE: Don "Mo" Stradley Park and Provost Park Improvements

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory — Printed Name

_____ _____

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"

Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

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

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

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____

AFFIANT SIGNATURE

_____

Typed Name of AFFIANT

_____

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-21-COC
	INVITATION TO BID (ITB)	Due Date: 05/04/2023

TITLE: Don "Mo" Stradley Park and Provost Park Improvements

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"

Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-21-COC**
	INVITATION TO BID (ITB)	**Due Date: 05/04/2023**
TITLE: Don "Mo" Stradley Park and Provost Park Improvements		

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-21-COC
	INVITATION TO BID (ITB)	**Due Date: 05/04/2023**

TITLE: Don "Mo" Stradley Park and Provost Park Improvements

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-21-COC**
	INVITATION TO BID (ITB)	**Due Date: 05/04/2023**

TITLE: Don "Mo" Stradley Park and Provost Park Improvements

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

TITLE: Don "Mo" Stradley Park and Provost Park Improvements

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-21-COC
	INVITATION TO BID (ITB)	Due Date: 05/04/2023
TITLE: Don "Mo" Stradley Park and Provost Park Improvements		

Attachment "M"

Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-21-COC**
	INVITATION TO BID (ITB)	**Due Date: 05/04/2023**
TITLE: Don "Mo" Stradley Park and Provost Park Improvements		

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-23-21-COC**

TITLE: Don "Mo" Stradley Memorial and Provost Park Improvements

SOLICITATION DUE DATE: 05/04/23 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-21-COC**
	INVITATION TO BID (ITB)	**Due Date: 05/04/2023**

TITLE: Don "Mo" Stradley Park and Provost Park Improvements

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____Authorized

Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that _____ [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 _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (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

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "Q"

Federally Required Contract Clauses
for FEMA Grantees and Subgrantees

1. ***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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, 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 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 (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to 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. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

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

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. 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 (b)(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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.
(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA 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 (b)(2) of this section.
(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. 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.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. 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.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. 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).
b. 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.
c. 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 Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. 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.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. 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.

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

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.
   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
   ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
      1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of

any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook

to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, 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 FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

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

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

16. *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.

17. *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. *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.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(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,_____, 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.

_____
Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

EXHIBIT A

Technical Specifications for Don "Mo" Stradley Park Improvements

Attach as a separate file.

EXHIBIT B

Drawings for Don "Mo" Stradley Park Improvements

Attach as a separate file.

EXHIBIT C

Technical Specifications for Provost Park Improvements

Attach as a separate file.

EXHIBIT D

Drawings for Provost Improvements

Attach as a separate file.

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: PURCHASING@COCOAFL.ORG

May 5, 2023

ITB # B-23-21-COC
Don "Mo" Stradley Park and Provost Park Improvements

To All Plan Holders:

This solicitation closed on May 4, 2023 at 3PM. No bids were received and the solicitation is being cancelled. The City has no information on whether or not this project will be re-bid.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa

Legislation Details (With Text)

File #:	23-287	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	5/1/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve the Police Department to Apply for the FY2023 Bulletproof Vest Partnership Program. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BPV Grant internal grant application 5.1.23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 1, 2023
Agenda Date: May 23, 2023
Prepared By: Susan L. Lambert, CAP, OM
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve the Police Department to Apply for the FY2023 Bulletproof Vest Partnership Program

BACKGROUND:

The Bureau of Justice Assistance (BJA) announced the Fiscal Year 2023 Patrick Leahy Bulletproof Vest Partnership (BPV) application funding period by stating that applications for FY2023 BPV funds would be accepted beginning Thursday, April 27, 2023.

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 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 FY2023 BPV applications are submitted.

Each vest purchased with FY2023 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 reimbursements of body armor purchases must have in place a uniquely fitted vest requirement when the FY2023 BPV 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 new vests at an approximate cost of $1,294 per vest and be reimbursed for half of each vest or $647. The total amount applied for would equal $25,880, with $12,940 being reimbursable. Upon award of the grant, staff will prepare an agenda item and BAF to recognize the grant award.

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 FY2023. The grant would not be awarded until FY2024.

The Department will prepare another agenda item to amend the budget upon grant award. Project and budget account numbers will be assigned upon grant award.

PREVIOUS ACTION:

The Police Department has participated in the Bullet Proof Vest grant for many years going back to 2008.

RECOMMENDED MOTION:

Approve the Police Department to Apply for the FY2023 Bullet Proof Vest Grant

powered by Legistar™

INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Police	**DIVISION:** Patrol
POINT OF CONTACT: Susan L. Lambert	**PROJECT MANAGER:** Patrick Dovale
NAME OF GRANT: 2023 BJA Patrick Leahy Bulletproof Vest Partnership Program	
Assistance Listing#/CFSA#: 16.607	**FUNDING AGENCY:** Bureau of Justice Assistance
AMOUNT REQUESTED: $ 12,940	**GRANT DUE DATE:** 06/26/2023

PROJECT DESCRIPTION:

The Patrick Leahy Bulletproof Vest Partnership is a federal reimbursement 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 20 vests this year at a cost of $1,294 per vest. Half of this amount will be reimbursed.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 12,940	**TARGET DATE TO COUNCIL:** 05/23/2023
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 #:	23-290	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/2/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of Five (5) Variable Frequency Drives (VFD's) Manufactured by ABB, Inc. from Barney's Pumps, Inc. of Lakeland, FL; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-074-T to Reallocate Funds to Purchase Five (5) ABB® VFD Units from Barney's Pumps of Lakeland, FL in the Amount of $97,400.00. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ABB VFD Exempt Resolution.pdf SQ1012042 - Cocoa ABB VFD 250 HP.pdf SQ1012045 - Cocoa ABB VFD 125 HP.pdf Barney's Sole Source Letter.pdf Budget Resolution for VFD Purchase.pdf BAF 23-074-T-UT-Variable Frequency Drive (5-23-23) Agenda 23-290.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 2, 2023
Agenda Date: May 23, 2023
Prepared By: Sean McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of Five (5) Variable Frequency Drives (VFD's) Manufactured by ABB, Inc. from Barney's Pumps, Inc. of Lakeland, FL; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-074-T to Reallocate Funds to Purchase Five (5) ABB® VFD Units from Barney's Pumps of Lakeland, FL in the Amount of $97,400.00

BACKGROUND:

The Dyal Water Treatment Plant (WTP) utilizes electric pumps in various locations to move water through the potable water treatment process. To facilitate improved control, regulation, and efficiency of the power supplied to these electric pumps, variable frequency drives (VFD's) may be added.

Historically, ABB® brand VFD's have been utilized at the Dyal WTP due to their superior performance and the local support for the equipment. Dyal WTP staff has determined that the continued use and

installation of ABB® VFD's is in the best interest of the plant. During a recent operational review, Dyal WTP staff determined that five (5) VFD's are currently required. Three (3) VFD's will be installed on the pumps at the Taylor Creek pump station, and two (2) VFD's will be installed on transfer pumps at the Dyal WTP. All five (5) VFD's will be installed by Dyal WTP staff.

Staff is requesting that City Council waive the competitive bidding process to make a sole source purchase of five (5) ABB® VFD's from Barney's Pumps, Inc. of Lakeland, FL. Staff is also requesting that City Council approve a resolution amending the FY2023 budget to reallocate funds to purchase the five (5) ABB® VFD units from Barney's Pumps, Inc. of Lakeland, FL in the amount of $97,400.00.

Size of VFD	Cost Per Unit	Total Cost
125 HP ABB VFD	$15,250.00 x 3	$45,750.00
250 HP ABB VFD	$28,825.00 x 2	$51,650.00
	Total Cost of 5 Units	$97,400.00

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes (BAF 23-074-T)
From:	
Amount Requested	$97,400.00
Account Number	421-4020-536.46-00
Account Name	Repairs and Maintenance
Source of Funds:	Operating Revenue
To:	
Amount Requested	$97,400.00
Account Number	421-4020-536.64-00 WS23FD
Account Name	Machinery & Equipment
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of Five (5) Variable Frequency Drives (VFD's) Manufactured by ABB, Inc. from Barney's Pumps, Inc. of Lakeland, FL; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-074-T to Reallocate Funds to Purchase Five (5) ABB® VFD Units from Barney's Pumps of Lakeland, FL in the

Amount of $97,400.00

RESOLUTION NO. 2023-050

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 23rd day of May, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2023-050

The City Manager recommends that the competitive bidding requirement be waived, by reason of single source and standardization, for the purchase of ABB Inc, Variable Frequency Drive Units, from Barney's Pumps, for the Dyal Water Plant.

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

_____

Stockton Whitten
City Manager

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1012042	
QUOTE DATE	Page
4/17/2023	1 of 2

Quote Expires On: 05/17/2023
Quoted by: LKMATT

Bill To:

City of Cocoa
accountspayable@cocoafl.org
65 Stone Street
Cocoa, FL 32922

321-433-8600

Ship To:

City of Cocoa
Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

Customer ID: 10729

Destination Country:

PO Number	*Terms*	*Freight Code*	*Job Name*
	Net 30	Freight Allowed	ABB VFD 250 HP

Quantities					*Item ID* / *Item Description*		*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					Order Note: **** Delivery is included in quoted price. **** Estimated lead time is 20-22 Weeks ARO. ****			
2	0	2	EA		SELLPRICE	EA	25,825.0000	51,650.00
				1.0	Total Sell Price	1.0		
					ABB ACQ580 VFD 250 HP (Standard Duty), 361 Amp, UL Type 12 enclosure, Frame Size R9 (ABB)			

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1012042	
QUOTE DATE	Page
4/17/2023	2 of 2

Quote Expires On: 05/17/2023
Quoted by: LKMATT

Quantities					*Item ID* / *Item Description*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*			

Total Lines: 1

SUB-TOTAL:	51,650.00
TAX:	0.00
AMOUNT DUE:	**51,650.00**
	U.S. Dollars

Thank you for the opportunity to earn your business.

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit https://www.barneyspumps.com/legal.html

All shipments are F.O.B origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

_____ _____ _____

PRINT NAME SIGNATURE DATE

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1012045	
QUOTE DATE	Page
4/17/2023	1 of 2

Quote Expires On: 05/17/2023
Quoted by: LKMATT

Bill To:

City of Cocoa
accountspayable@cocoafl.org
65 Stone Street
Cocoa, FL 32922

321-433-8600

Ship To:

City of Cocoa
Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

Customer ID: 10729

Destination Country:

PO Number	*Terms*	*Freight Code*	*Job Name*
	Net 30	Freight Allowed	ABB VFD 125 HP

Quantities					*Item ID* / *Item Description*		*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					Order Note: **** Delivery is included in quote price. **** Estimated lead time is 12-14 weeks ARO. ****			
3	0	3	EA		SELLPRICE	EA	15,250.0000	45,750.00
				1.0	Total Sell Price	1.0		
					ABB ACQ580 VFD125 HP (Standard Duty), 180 Amp, UL Type 12 enclosure, Frame Size R7 (ABB)			

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1012045	
QUOTE DATE	Page
4/17/2023	2 of 2

Quote Expires On: 05/17/2023
Quoted by: LKMATT

Quantities					Item ID / Item Description	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.			

Total Lines: 1

SUB-TOTAL:	45,750.00
TAX:	0.00
AMOUNT DUE:	**45,750.00**
	U.S. Dollars

Thank you for the opportunity to earn your business.

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit https://www.barneyspumps.com/legal.html

All shipments are F.O.B origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

_____ _____ _____

PRINT NAME SIGNATURE DATE

AUTHORIZED CHANNEL PARTNER LETTER

Date: January 1, 2023

To whom it may concern:

Thank you for your recent inquiry regarding ABB, Inc. ("ABB") ACQ low voltage variable frequency drive products.

This letter is to confirm that **Barney's Pumps** is the sole source supplier for new units, replacement OEM parts, etc. in the Water / Wastewater market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps headquarters:
2965 Barneys Pumps Pl,
Lakeland, FL 33812 Phone:
(863) 665-8500
www.barneyspumps.com

Best regards,

Tom Kunkel
ABB Inc.
Channel Director, Industrial and Water Segments
Local Division Drive Products
US Motion Business

RESOLUTION NO. 2023-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 23rd day of May, 2023

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-074-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 05/02/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 97,400)	421-4020-536.46-00		Repairs and Maintenance	$ 0	$ 0	($ 97,400)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 97,400)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 97,400	421-4020-536.64-00	WS23FD	Machinery and Equipment	$ 0	$ 0	$ 97,400	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 97,400	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Dyal WTP will be purchasing 5 Variable Frequency Drive (VFD) Units from Barney's Pumps who is a Single Source Supplier of ABB VFD units for the municipal market in the State of Florida. The VFD units allow the motors to operate in an economical manner saving on electrical cost as well as having better flow control of water. Agenda 23-290

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/23/23 RESOLUTION #: 2023-049

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.

5/2/23	Sean McFarland Digitally signed by Sean McFarland Date: 2023.05.02 07:31:03 -04'00'	5/2/23	Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.05.02 12:29:27 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.05.02 08:46:45 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2023.05.11 08:22:27 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	23-295	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/3/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of REXA® Electro-Hydraulic Valve Actuators from PRO-CO, Inc. of Winter Springs, Florida. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Pro-Co sole source letter from REXA.pdf Actuator quote for Lime Plant.pdf Exempt Vendor Listing FY21.pdf REXA Actuator Exempt Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 3, 2023
Agenda Date: May 23, 2023
Prepared By: Sean McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of REXA® Electro-Hydraulic Valve Actuators from PRO-CO, Inc. of Winter Springs, Florida

BACKGROUND:

During the water treatment process at the Dyal Water Treatment Plant (WTP), electro-hydraulic actuators open and close valves remotely as required by the treatment operator. During recent ground water filter maintenance and inspection activities, the Dyal WTP staff identified five (5) Limitorque® brand actuators that have reached the end of their useful life. When older Limitorque® actuators require replacement, they are replaced with REXA® brand actuators due to their reliability and ease of maintenance. REXA® actuators have been standardized for use throughout the Dyal WTP, and are purchased through PRO-CO, Inc. of Winter Springs, FL (an approved sole source vendor).

Staff is requesting that City Council waive the competitive bidding process to make a sole source purchase of the REXA® actuators from PRO-CO, Inc. of Winter Springs, FL. The total cost for the purchase of the five (5) REXA® actuators is $136,406.25.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$136,406.25
Account Number	421-4020-536.46-00
Account Name	Repairs and Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of REXA® Electro-Hydraulic Valve Actuators from PRO-CO, Inc. of Winter Springs, Florida

REXA, INC.
REXA Electraulic Actuation
4 Manley Street
West Bridgewater, MA 02379

Telephone: 508.584.1199
Fax: 508.584.2525
www.rexa.com

May 2, 2023
City of Cocoa
Dyal Plant

To Whom It May Concern:

PRO-CO, Inc. is a manufacturer's representative covering the State of Florida east of the Apalachicola River. They have been in business for thirty-four years. The process industries they service include Power, Water/Wastewater, Food & Beverage, Phosphate Mining, Chemical, Aerospace, and Paper. Their success has come from calling on the state's engineering firms, OEMs, exporters and contractors as well as the end users.

PRO-CO has achieved sales goals and built a solid long-term, satisfied customer base through dedicated customer service and by offering only the highest quality products.

PRO-CO, Inc. is the *exclusive* representative for the City of Cocoa in the State of Florida for the following product line:

REXA	Inc. – Self-contained, Electraulic valve actuators, combining mechanical, hydraulic and electronic technologies for a state-of-the-art actuator design.

The manufacturer operates facilities in both Massachusetts and Texas.

PRO-CO specializes in solving difficult process control problems and they look forward to helping you with any applications you may come across.

Please do not hesitate to contact them at (407) 830-6969, if they may be of any further assistance.

Regards,

Rick Parisi

Rexa Inside Sales

PRO-CO INCORPORATED

PRO-CO, INC.
INSTRUMENTATION AND CONTROLS
WWW.PRO-CO.COM

Corporate Office
910 Belle Avenue, Suite 1000
Winter Springs, FL 32708
PH: (407) 830-6969 FAX: (407) 830-6011
www.pro-co.com

QUOTATION

Date: 05/02/2023

Quote # 04120123DT - REV 1

To: City of Cocoa
Dyal Plant

Freight: Best Way

Incoterms: Ex-Works Factory

Attn: Ricky Cochran

Delivery: 14 WKS ARO

Email: rcochran@cocoafl.gov

Ref: REXA - Ground Air Scour (#5,#4,#2,#1 plus spare)

Terms: Net 30

Item	Qty	Description	Seconds / Per 90	Unit Price	Extended Price
1	5	**Model X3R10000-90-B-P includes:**	53	$26,981.25	$134,906.25
		> Actuator Type = Rotary Cylinders			
		> Output = 10,000 inch lbs			
		> Power Module size = "B"			
		> Fail Safe Mode = Fail In Place			
		> Manual Override = Handwheel			
		> Biodegradable oil			
		> Power Supply = 115 Volts AC			
		> Enclosure = 316SS, NEMA 4X w/ External Controls & PB			
		> Control Signal = Manual Control - 2 Signal - Dry Contact			
		> Cable with Quick Release Connector			
		> Cable Length = 25ft Cable			
		> Linkage = SS mounting hardware to mount to 16" Keystone AR2 Butterfly Valve			
		> Warranty = Five (5) Year Warranty on REXA Actuator			
		> Start-up Assistance			
2	1	Estimated Freight		$1,500.00	$1,500.00
		Should an order result, please address to:			
		PRO-CO		**Total**	**$136,406.25**

Quotation Valid 30 Days

Debbie Torres
Authorized Signature
Requestor Bill Grabe

Approved By:
Purchasing Manager:
Finance Director
City Manager:



PURCHASING DIVISION
10/1/20

EXEMPT VENDOR LISTING FY21

Approved vendors are exempt from competitive bid, purchase or quote. Requisitions for vendors listed are coded 017.

Approved Vendor	Vendor Number	Department	Single Source	Sole Source	Standardized Source	Product/Service
Advanced Det. Security (ADS)	7942	PW	☐	☐	☒	AES Radio, Fire, Security, Sprinkler Monitoring, Annual T&I
ACOM	7486	IT	☒	☐	☐	Maint. & licensing for check printing system,
Aerzen USA Corp.	6522	UT-SELLERS	☒	☐	☐	Parts, Supplies & Service for Single Stage Blowers
Alfa Lava, Inc.	9896	UT-SELLERS	☒	☐	☐	Parts for Belt Filter presses
AWC Inc.	9206	UT	☒	☐	☐	ABB Instrumentation & (Dyal) SCADA system hardware, technical support, and software license renewal for Siemens SIEPRO
Barney's Pumps	544	UT	☒	☐	☐	Warranty & Non-Warranty Parts & Repairs for Aurora and Layne/Verti-Line Pumps
Blue Ally (Datrium)	10222	IT	☒	☐	☐	Datrium licensing and maint. Hyper-converge computing infrastructure.
BorderLan (KnowBe4)	10354	IT	☐	☒	☐	Cyber security training platform
Burnett Lime Company Inc.	8684	UT	☐	☒	☐	CAL-FLO chemical
Business Oriented Software Solutions, Inc (BOSS)	9803	IT	☒	☐	☐	IT Helpdesk & Asset Management
Canon Solution America Inc	9643	UT-ADMIN	☒	☐	☐	Service & support for full-size plotter
Carter & Ver Planck Inc.	882	UT-SELLERS	☒	☐	☐	Parts & Service of Flowserve Pumps
CivicPlus	8911	IT	☒	☐	☒	Design, hosting services, and a content management system for the City's website
Culligan Water Products	1668	UT	☐	☐	☒	Services & supplies for Culligan Deionized Water Systems
Cummins Power South	10276	UT-SELLERS	☐	☒	☐	Standby Generator Repair & Parts for Cummins Generator
Diversified Engineering Intl	8095	UT	☒	☐	☐	Risk management training, maintenance & documentation (Dyal)
DLT Solutions LLC	6248	UT	☒	☐	☐	AutoCAD software & licensing
DRV Tech (Spoolflex)	8353	IT	☒	☐	☐	Provides maintenance and licensing for the City's I-Series print spooler system (Spoolflex)
Dude Solutions Inc.	10225	PW	☒	☐	☒	(PW) Work Order System Yearly License
E.H. Wachs Company	5977	UT	☒	☐	☐	Repair & Equipment Guillotine Saw & Automated Valve truck/trailer
Environmental Express	9775	UT	☒	☐	☐	Bac T containers and TSS filters
ERA – A Waters Company	3444	UT	☒	☐	☐	Proficiency test & demonstration of capability annual certification
ESRI – Environmental Sys Research	4135	PW	☐	☐	☒	Small Government Term Enterprises License Agreement and Small Enterprise License Agreement Training Package for GIS Software
Express Badging Svc Inc	9901	HR	☒	☐	☒	Employee HID Cards
Faster Asset Solutions	7814	PW-FLEET	☒	☐	☒	Service provider for "faster" Fleet Management System

Exempt vendors must have supporting justification for use. Use of Single Source, provide OEM, Authorized Distributor, Dealer of Record or Re-Seller company letterhead memo stating authorization to provide product or services. Use of Sole Source, only one supplier capable of delivering service or product must have memo with company letterhead to justify. Use of Standardization Source must accompany justification of department impact statement to standardize with use of single or sole source if choosing to standardize product or services.

Approved By:
Purchasing Manager:
Finance Director
City Manager:



PURCHASING DIVISION
10/1/20

EXEMPT VENDOR LISTING FY21

Approved vendors are exempt from competitive bid, purchase or quote. Requisitions for vendors listed are coded 017.

Approved Vendor	Vendor Number	Department	Single Source	Sole Source	Standardized Source	Product/Service
Fisher	115	UT	☒	☐	☐	Instruments and chemicals
Florida High Speed Internet (FLHSI)	10134	IT	☐	☒	☐	Leased Circuits (PD/EOC), Fiber Optic Infrastructure, wireless communications, SIP Trunks.
Fort Bend Services Inc	7149	UT	☒	☐	☐	LT-27 Polymer
Gerber Pumps Intl.	1449	UT	☒	☐	☒	DISCFLO pumps
Granicus	9009	IT	☒	☐	☒	Provides maintenance and licensing for the City's agenda platform and video recording in Council Chambers
HACH Equipment Company	93	UT	☐	☐	☒	Supplies for Field and Lab analyzers & WIMS software (Dyal)
Idexx Laboratories Inc	2780	UT-ADMIN	☐	☐	☒	Idexx supplies for water testing
Industrial Chemicals Inc	8632	UT	☐	☐	☒	Superfloc Polymer
Insource Software Solutions Inc.	9591	UT	☒	☐	☐	Wonderware Human Machine Interface Software (Dyal) & ThinClient software licensing agreements
Iwater Inc.	9504	PW	☒	☐	☐	INFRAMAP Now Software training & updates/upgrades
Kronos Inc.	7769	IT	☒	☐	☒	ETK Configuring & Managing Pay Rules, training, updates/upgrades
Municipal Code Corporation (Municode)	1766	IT	☒	☐	☒	City of Cocoa Code Book Supplements
Orange County Utilities/ Water Quality	8827	UT	☐	☒	☐	Crypto/Guardia testing, LT2 & biannual wastewater testing
Pathsolutions.com	9587	IT	☒	☐	☐	Provides maintenance and licensing for the City's network path management system
Pro-Co Inc.	8446	UT	☒	☐	☐	Rexa Valve Actuators
S & L Materials Inc.	9189	PW	☒	☐	☐	Shell Rock Road Base Material
Solid Waste Management	5123	UT	☐	☒	☐	Landfill
Sonitrol of Florida East Coast	8214	UT-DYAL	☐	☒	☐	Electronic security doors, gates, monitoring, maintenance & equipment
South Florida Emergency Vehicles	9912	PW-FLEET	☒	☐	☐	Parts & Service for Sutphen Fire Apparatus
Stantec Consulting Service Inc.	10139	IT	☒	☐	☐	Rate models & financial data

Exempt vendors must have supporting justification for use. Use of Single Source, provide OEM, Authorized Distributor, Dealer of Record or Re-Seller company letterhead memo stating authorization to provide product or services. Use of Sole Source, only one supplier capable of delivering service or product must have memo with company letterhead to justify. Use of Standardization Source must accompany justification of department impact statement to standardize with use of single or sole source if choosing to standardize product or services.

Approved By:
Purchasing Manager:
Finance Director
City Manager:



PURCHASING DIVISION
10/1/20

EXEMPT VENDOR LISTING FY21

Approved vendors are exempt from competitive bid, purchase or quote. Requisitions for vendors listed are coded 017.

Approved Vendor	Vendor Number	Department	Single Source	Sole Source	Standardized Source	Product/Service
TEAM Industrial Services, Inc.	9615	UT	☒	☐	☐	InsertValve installation equipment, valves, & related training & installation services
Ten-8 Fire Equipment Inc.	503	PW-FLEET	☒	☐	☐	Parts & service for Pierce Fire Apparatuses
Tracer Electronics LLC	10023	UT	☒	☐	☐	Sensors & Software GPR locating units and related parts
Trane Maitland	9530	UT-DYAL	☒	☐	☒	Trane HVAC Equipment & Tracer Summit Building Automation System
Trane Orlando Company	6762	PW	☒	☐	☒	Trane HVAC Equipment & Tracer Summit Building Automation System
Vapex Environmental Technologies	10105	UT-SELLERS	☒	☐	☐	Vapex O-Mega odor control system warranty, quarterly equipment maintenance service and PLC unit remote monitoring
Vermont Systems	8919	IT	☒	☐	☐	Provides maintenance and licensing for the City's leisure services system
Water Treatment & Controls Co.	1345	UT	☒	☐	☐	Repair & Parts for Paste Lime Slaker by Integrity and Municipal Syst. & Siemens Deplox Chlorine monitor, Deplox Chlorine and Fluoride Analyzers
Xylem Water Solutions USA, Inc. PA	1240	UT	☒	☐	☐	Wedeco ozone generator systems hardware, software, programming, repair & maintenance
Xylem Water Solutions USA, Inc. FL	9534	UT	☒	☐	☐	Wedeco ozone generator systems hardware, software, programming, repair & maintenance

Exempt vendors must have supporting justification for use. Use of Single Source, provide OEM, Authorized Distributor, Dealer of Record or Re-Seller company letterhead memo stating authorization to provide product or services. Use of Sole Source, only one supplier capable of delivering service or product must have memo with company letterhead to justify. Use of Standardization Source must accompany justification of department impact statement to standardize with use of single or sole source if choosing to standardize product or services.

RESOLUTION NO. 2023-051

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 23rd day of May, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2023-051

The City Manager recommends that the competitive bidding requirement be waived, by reason of single source and standardization, for the purchase of REXA Valve Actuators at the Dyal Water Plant.

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

_____

Stockton Whitten
City Manager

Legislation Details (With Text)

File #:	23-296	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/3/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve a Budget Resolution, Amending the FY2023 Budget, BAF# 23-075-IFT in the amount of $535,320; Approve Change Order #5 for E&D Contracting/PO 79480 in the amount of $478,886; Approve Project Resolution Authorizing the City Manager to Issue Change Orders with a Total Project Contingency not to exceed $989,934 for the Sellers BNR Project (WS1222). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO 79480.pdf 79480-1.pdf 79480-2.pdf 79480-3.pdf Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-075-ITF-UT-Bardenpho Tanks (5-23-23) Agenda 23-296.pdf Resolution Project Contingency BNR WS1222.pdf Change Order #005 (WS1222).pdf Change Order Request #5 (PO 79480).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 3, 2023
Agenda Date: May 23, 2023
Prepared By: Katherine Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve a Budget Resolution, Amending the FY2023 Budget, BAF# 23-075-IFT in the amount of $535,320; Approve Change Order #5 for E&D Contracting/PO 79480 in the amount of $478,886; Approve Project Resolution Authorizing the City Manager to Issue Change Orders with a Total Project Contingency not to exceed $989,934 for the Sellers BNR Project (WS1222)

BACKGROUND:

On February 22, 2022 Council approved the award of this project to E&D Contracting Services in the amount of $1,508,001. Council also authorized the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $150,801 (10% of the Contract Amount).

On September 13, 2022 Council approved an amended budget and Change Order #1 for

replacement of the round aeration basin floor. While the contractor was working on the repairs of the walls of the basin and preparing for coating there were severe cracks and hollow areas found in the floor as well as a lack of proper thickness of the floor in several areas that were unknown previously.

This current Change Order #5 request is for additional scope of work to include additional concrete repair and mortar application for the six square Bardenpho tanks. This additional scope is due to damages to the existing concrete walls of which the extent was unknown at the time of award of the work. The additional scope includes additional concrete preparation and additional concrete repair mortar work and coating modifications.

The contractor has submitted a quote for the additional scope. The cost for this additional work is $478,886 which is greater than the current available contingency amount.

In addition to the change order in the amount of $478,886 the Budget Transfer includes $56,434 to correct an error made in a FY22 retainage adjustment, making the total of the budget adjustment $535,320.

Staff is requesting approval of the budget amendment, project resolution, and the approval of Change Order #5 in the amount of $478,886 for this work.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes, Partial
If not budgeted, is amendment/transfer attached?	Yes

BAF # 23-075-ITF (Interfund Transfer between Fund 421 and 424)

Amount Requested	($525,000)
Account Number	421-4120-536.63-00, WS1222
Account Name	Infrastructure

Amount Requested	($10,320)
Account Number	424-4055-536.63-00, WS16MM
Account Name	Infrastructure

Amount Requested	$535,320
Account Number	424-4120-536.63-00 WS1222
Account Name	Infrastructure

If a P.O. Change Order is involved please complete the following:

Change Order Amount	$478,886

Original Purchase Order 79480
Original P.O. Amount $1,508,001
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date 4
Total amount in change orders to date $471,439

PREVIOUS ACTION:

February 22, 2022 - Approved a contract with E&D Contracting Services, Savannah, Georgia for the repairs to the failing tank coating at the Sellers Water Reclamation Facility, Project No. WS1222 in the Amount of $1,508,001; Authorized the City Manager and City Attorney to directly negotiate the Contract; Approved a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $150,801 (10% of the Contract Amount) for a Total Project Cost of $1,658,802; Approved as a Multi-Year Contract from FY2022 through FY2023; Approved a Resolution Amending the FY22 Budget, BAF# 22-046-A

Approve a Budget Resolution, Amending the FY2022 Budget, BAF#22-132-T in the amount of $360,247; Approve Change Order #1 for E & D Contracting/PO 79480; Approve Project Resolution authorizing the City Manager to issue change orders with a total project contingency not to exceed $511,048 for the Sellers BNR Project (WS1222).

RECOMMENDED MOTION:

Approve a Budget Resolution, Amending the FY2023 Budget, BAF# 23-075-IFT in the amount of $535,320; Approve Change Order #5 for E&D Contracting/PO 79480 in the amount of $478,886; Approve Project Resolution Authorizing the City Manager to Issue Change Orders with a Total Project Contingency not to exceed $989,934 for the Sellers BNR Project (WS1222).

SERVICE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
79480
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10461
VENDOR FAX NO.: 912-233-8133
VENDOR PH NO.: 912-234-5904

DATE
DATE REQUIRED 9/13/2022
9/30/2022

E&D CONTRACTING SERVICES INC
2001 MILLS B LANE BLVD
SAVANNAH GA 31405

DELIVER TO:

City of Cocoa
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. # F.O.B.
CS 0000044517
~~HHUMPHRIES-KE-4120~~

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	1508001.00	SUM	REPAIRS TO THE FAILING TANK COATING AT THE Sellers Water Reclamation Facility Executed agreement approved by City council on 02/22/2022. Item V.3, file no. 22-78	1.0000	1508001.00
				TOTAL	1508001.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT:** **Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42441205366300
CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

CITY OF COCOA PURCHASE ORDER
TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. TAXES: The City government is a non profit operation and not subject to tax.

11. CONTINGENCIES: Performance of any obligation under this Agreement may be
suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS: In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

SERVICE

CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 1
CHANGE DATE: 9/27/2022
THIS NO. 79480

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10461
VENDOR FAX NO.: 912-233-8133
VENDOR PH NO.: 912-234-5904

DATE 4/13/2022
DATE REQUIRED 9/30/2022

E&D CONTRACTING SERVICES INC
2001 MILLS B LANE BLVD
SAVANNAH GA 31405

DELIVER TO:

City of Cocoa
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000044517 F.O.B.
HHUMPHRIES-KE-4120

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1	1944049.00	SUM	REPAIRS TO THE FAILING TANK COATING AT THE Sellers Water Reclamation Facility Executed agreement approved by City council on 02/22/2022. Item V.3, file no. 22-78	1.0000	1944049.00
				TOTAL	1944049.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $436048.00, TO LINE ITEM # 1 PER REQ # 45144. REPLACE EXISTING FLOOR.

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42441205366300

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT:** Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. TAXES: The City government is a non profit operation and not subject to tax.

11. CONTINGENCIES: Performance of any obligation under this Agreement may be
suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS: In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

PURCHASE ORDER

CITY OF COCOA

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 2
CHANGE DATE: 2/03/2023
THIS NO. 79480

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10461
VENDOR FAX NO.: 912-233-8133
VENDOR PH NO.: 912-234-5904

DATE 4/13/2022
DATE REQUIRED 9/30/2022

E&D CONTRACTING SERVICES INC
2001 MILLS B LANE BLVD
SAVANNAH GA 31405

DELIVER TO:

City of Cocoa
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000044517
F.O.B.
HHUMPHRIES-KE-4120

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1	1974064.00	SUM	REPAIRS TO THE FAILING TANK COATING AT THE Sellers Water Reclamation Facility Executed agreement approved by City council on 02/22/2022. Item V.3, file no. 22-78	1.0000	1974064.00
				TOTAL	1974064.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $436048.00, TO LINE ITEM # 1 PER REQ # 45144. REPLACE EXISTING FLOOR.
2ND CHANGE ORDER ISSUED TO ADD FUNDS, $30,015.00, TO LINE ITEM # 1 PER REQ # 45887. ADDITIONAL STONE FOR FLOOR REPAIRS.
CONTRACT TIME: EXTENDED ADDITIONAL 125 DAYS

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42441205366300

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT:** Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE:** Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY:** With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. **MODIFICATIONS:** Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER:** The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS:** City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION:** Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION:** Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION:** City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES:** The City government is a non profit operation and not subject to tax.

11. **CONTINGENCIES:** Performance of any obligation under this Agreement may be
suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS: In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

PURCHASE ORDER

CHANGE NO.: 3
CHANGE DATE: 3/08/2023

THIS NO. 79480

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10461
VENDOR FAX NO.: 912-233-8133
VENDOR PH NO.: 912-234-5904

DATE 4/13/2022
DATE REQUIRED 9/30/2022

E&D CONTRACTING SERVICES INC
2001 MILLS B LANE BLVD
SAVANNAH GA 31405

DELIVER TO:

City of Cocoa
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000044517
HHUMPHRIES-KE-4120

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1	1979440.00	SUM	REPAIRS TO THE FAILING TANK COATING AT THE Sellers Water Reclamation Facility Executed agreement approved by City council on 02/22/2022. Item V.3, file no. 22-78	1.0000	1979440.00
				TOTAL	1979440.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $436048.00, TO LINE ITEM # 1 PER REQ # 45144. REPLACE EXISTING FLOOR.
2ND CHANGE ORDER ISSUED TO ADD FUNDS, $30,015.00, TO LINE ITEM # 1 PER REQ # 45887. ADDITIONAL STONE FOR FLOOR REPAIRS.
CONTRACT TIME: EXTENDED ADDITIONAL 125 DAYS
3RD CHANGE ORDER ISSUED TO ADD FUNDS, $5376.00, TO LINE ITEM # 1 PER REQ #46074. CONTRACTOR HAD TO BE HIRED TO MANUFACTURE/WELD

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42441205366300

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 3
CHANGE DATE: 3/08/2023

THIS NO. 79480

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10461
VENDOR FAX NO.: 912-233-8133
VENDOR PH NO.: 912-234-5904

DATE 4/13/2022
DATE REQUIRED 9/30/2022

E&D CONTRACTING SERVICES INC

DELIVER TO:
City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
			REMARKS: CONNECTION PIECE.		

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42441205366300

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. TAXES: The City government is a non profit operation and not subject to tax.

11. CONTINGENCIES: Performance of any obligation under this Agreement may be
suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS: In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

RESOLUTION NO. 2023-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular Meeting assembled on the 23rd day of May, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 075-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: UT | DATE PREPARED: 05/03/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 525,000	424-0000-381.91-21	WS1222	Interfund Transfer From (421)	$ 0	$ 0	$ 525,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 525,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 525,000	424-4120-536.63-00	WS1222	INFRASTRUCTURE	$ 0	$ 0	$ 525,000	$ 0
$ 10,320	424-4120-536.63-00	WS1222	INFRASTRUCTURE	$ 0	$ 0	$ 10,320	$ 0
($ 10,320)	424-4055-536.63-00	WS16MM	INFRASTRUCTURE	$ 0	$ 0	($ 10,320)	$ 0
($ 525,000)	421-4120-536.63-00	WS1222	INFRASTRUCTURE	$ 0	$ 0	($ 525,000)	$ 0
$ 525,000	421-4010-581.91-24	WS1222	Interfund Transfer to R&R (424)	$ 0	$ 0	$ 525,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 525,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

$478,886 - Change Order due to additional concrete prep work, repair mortar, and coating change due to defects and unknown additional damages to the concrete surface of the Bardenpho Tanks.
$56,434 - To correct FY22 retainage adjustment.

This will be going to Council on 5/23/23 Agenda 23-296

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/23 *RESOLUTION #:* 2023-053

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.

Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/9/23	Katherine Ennis Digitally signed by Katherine Ennis Date: 2023.05.09 18:43:18 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2023.05.15 10:26:38 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.05.10 09:44:46 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2023.05.15 10:27:06 -04'00'		

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 12/8/22 - IT

RESOLUTION NO. 2023-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE SELLERS WATER RECLAMATION FACILITY BNR TANK COATING FAILURE REPAIRS, PROJECT NO. WS1222 IN AN AMOUNT NOT TO EXCEED $989,934; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on February 22, 2022, the City Council authorized the City Manager to proceed with the Sellers WRF BNR Tank Coating Failure Repairs, WS1222, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional

service contracts related to the construction project regarding the Sellers WRF BNR Tank Coating Failure Repairs, WS1222, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $1,508,001 and allows for a contingency in the amount of $989,934 set aside for possible change orders, for a total of $2,497,935 for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on May 23, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Change Order

Project Name/Number:	Sellers BNR Project (WS1222)
Purchase Order:	79480
Change Order Number:	5
Original Contract Price:	$1,508,001
Contingency Amount:	Original Contingency - $150,801 (4/13/22), Additional Contingency - $360,247 (9/13/22) Additional Contingency $478,886 (May 23, 2023) **Total Contingency - $989,934**
Contingency Deductions:	-$436,048 (CO #1), -$30,015 (CO #2), -$5,376.00 (CO #3), $0 (CO #4), -$478,886 (CO #5)
Contingency Additions:	$0
Adjusted Contingency:	**$39,609**
Number of calendar days contract is increased due to this change order:	45
Number of calendar days contract is decreased due to this change order:	0
Final Completion Date:	November 21, 2022
Adjusted Final Completion Date:	**August 16, 2023**
This change order is requested by:	E&D Contractors
This change order is recommended by:	Ron Woods Engineering Inc

This Change Order shall encompass all expenses incidental to the work, also including materials and labor. Following the execution of this Change Order there are no pending requests for time or costs associated with the project. The undersigned agree to the terms of this change order.

Contractor/Date

Engineer/Date

Project Manager/Date

Utilities Director/Date

Change Order

Justification:

Change Order due to additional concrete prep work, repair mortar, and coating change due to unknown additional defects and damages to the concrete surface. Please see attached for details.

Proposal Costs:

$478,886.

Contract Time:

45 days

The following modification(s) to the Contract are hereby Ordered:

Change Order #5 will be issued to PO 79480.

Sellers BNR Project (WS1222)

	Description	Accounting	Execution date
Original Contract Amount		$ 1,508,001.00	4/13/2022
Original Contingency	Approved by Council on 4/13/22	$ 150,801.00	4/13/2023
Revised	Approved by Council on 9/13/22	$ 360,247.00	9/13/2022
Revised 5/23/23	Approved by Council on 5/23/23	$ 478,886.00	5/23/2023
Total Contingency		$ 989,934.00	5/23/2023
CO #1	Replacement of Round Equalization Basin Floor	$ (436,048.00)	9/13/2022
CO #2	Change Order due to additional stone needed for CO #1. Delays due to concrete delivery for equalization basin, diffusers, and staff time to drain the bardenpho tanks	$ (30,015.00)	1/10/2023
CO #3	The new diffusers had a different connection point then what was shown on plans and had to hire a contractor to manufacturer and weld the connection piece.	$ (5,376.00)	2/23/2023
CO #4	Additional time due to delays with installation of the diffusers and cleaning of the Bardenpho tanks	$ -	4/17/2023
CO #5	Change Order due to additional concrete prep work, repair mortar, and coating change due to defects and unknown additional damages to the concrete surface.	$ (478,886.00)	
	Remaining Contingency	**$ 39,609.00**	
	Percentage Contingency Available	**4.00%**	
	Change Order Percentage of Contract	**43.88%**	

E&D CONTRACTING SERVICES, INC.

General Contractors
Specializing in Civil Construction, including Bridge Rehabilitation, Water/Waste Water Rehabilitations, and Roadway Improvements.

May 10, 2023

Katie Ennis, PE
Deputy Utility Director
City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

RE: Jerry Sellers WRF BNR Project
22-046A
Change Order #5 Request

E&D Contracting Services, Inc. would like to submit the following Change Order Request 5 for the Removal of the Cementitious Material that was applied over the existing Coating System on the Bardenpho Tanks. Removal of existing coatings was specified and included in our bid, but the cost submitted was based on the of the original Coal Tar coating system specified when the tanks were constructed. Once onsite it was discovered that additional material was applied over the coal tar system. Removal the cementitious material requires the use of Ultra High Pressure Water Blasting, this removal technique is a more aggressive and more expensive. Removing this cementitious material is imperative to the success of the coating system that we will apply. The aggressive nature of the removal process creates additional labor/material cost/ and equipment to re-surface the walls in the Bardenpho Tanks that was not anticipated. The Removal/Surfacing/Coating process of these tanks will extend the time of the project. We are requesting that 90 days be added to this Change Order for this work.

A WOMAN OWNED BUSINESS ENTERPRISE

2001 Mills B. Lane Blvd. Savannah, GA 31405
Phone (912) 234-5904 Fax (912) 233-0888

Bardenpho Process Tanks (6 tanks)

1) Hydro Blast Tank Walls to Remove All Cementitious Topping/Coating to Raw Concrete.
2) Tnemec Representative will Inspect Walls for Areas of Deteriorated Concrete.
3) Remove and Replace Unsuitable Concrete as Directed by Tnemec Representative.
4) Install 2 Lifts of Sika 224 Repair Mortar at 1/8" – ¼" Thickness. Apply a Scrub As Needed for Curing. 7 Days Required for Full Cure.
5) After Cure, Blast Tank Walls Using SSPC Standard SP13
6) Apply (2) Coats of Tnemec, Series 141 Concrete Tank Lining at 8-10 Mils per Coat for TOTAL Dry Film Thickness of 16-20 MILS.
7) This System can be Fully Cured and Returned to Service in 7 Days.
8) This System has 2 Year Warranty.

COST BREAK DOWN REMOVING IMPROPERLY APPLIED CEMENTIOUS MATERIAL:

Hydroblast to remove cementitious material on walls	$204,199.00
Labor, Equipment (crane truck, skid steer)	$38,000.00
Patching Weak Concrete in Wall	$16,000.00
Sika 224 Application	
Labor ($2.00 per Sqft X 2 Lifts = $4.00 X 30,000 Sqft	$120,000.00
Material (Sika 224)	$108,950.00
Lodging/Per Diem	$35,250.00
Fuel (Diesel and Gas)	$6,850.00
	$520,059.00 COST
	X .10 OH
	$572,055.00
	X .12 PROFIT
	$640,701.00

A WOMAN OWNED BUSINESS ENTERPRISE

2001 Mills B. Lane Blvd. Savannah, GA 31405
Phone (912) 234-5904 Fax (912) 233-0888

COST BREAK DOWN BLASTING/COATING APPLICATION:

Sandblast after installation of Sika 224	$67,500.00
Coating Material, Labor, and Coating Application Equipment	$55,000.00
Lodging/Per Diem	$15,650.00
Fuel (Diesel/Gasoline)	$17,661.00

$156,311.00
X .10 OH
$171,942.00
X .12 PROFIT
$192,575.00

Bardenpho Process Tanks (6 tanks) TOTAL CHANGE ORDER REQUEST

$833,276.00	TOTAL SYSTEM COST
$-354,390.00	CREDIT FOR ORIGINAL SYSTEM
$478,886.00	**TOTAL CHANGE ORDER 5 REQUEST**

$667,916.78	Contract Balance Including Retainage
$478,886.00	Change Order #5
$1,146,802.78	**CONTRACT BALANCE after Change Order**

- **These quotes include all materials, labor, equipment, gas/diesel, lodging, per diem, and overtime (if needed) to complete the work as described.**
- **Work will begin in the North East Tank so that once that tank is completed the diffuser installation can begin concurrently with coating application in other tanks.**
- **Control joints in Tank Walls and Floors need to be addressed after Coatings Installation.**

Mike Shepard
Project Manager
NACE Coating Inspector Level 3

EPOXOLINE® SERIES 141

PRODUCT PROFILE

GENERIC DESCRIPTION Modified Polyamine Epoxy

COMMON USAGE High solids coating offering high-build edge protection and excellent corrosion resistance. For use on the interior and exterior of steel or concrete tanks, reservoirs, pipes, valves, pumps, and equipment, as well as other steel and concrete substrates. It provides excellent resistance to abrasion and is suitable for immersion service in potable water, crude oil, and finished fuels.

COLORS Available in the following standard industrial colors: 1211 Red, 1253 Gray, 1255 Beige, 1256 Blue and 35GR Black. **Note:** Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur. **Important: Due to the product's curing agent chemistry, color variations can be pronounced. However, these changes in color are aesthetic only and will not affect performance or certifications. Contact your Tnemec representative for more information.**

SPECIAL QUALIFICATIONS Certified by **NSF International** in accordance with **NSF/ANSI Std. 61.** Seven day ambient air cured Series 141 is qualified for use on tanks and reservoirs of 500 gallons (1893 L) capacity and greater, pipes 22 inches (56 cm) in diameter and greater, fittings 1 inch (2.54 cm) in diameter and greater, valves 4 inches (10 cm) in diameter and greater, and pumps 4 inches (10 cm) in diameter and greater. When cured for 30 days at ambient air temperature, Series 141 is qualified for use on pipes 10 inches (25.4 cm) in diameter and greater, fittings 3/4 inch (1.9 cm) in diameter and greater, valves 2 1/2 inches (6.35 cm) in diameter and greater, and pumps 4 inches (10 cm) in diameter and greater. Reference Tnemec's certified product listing at www.nsf.org for details on the maximum allowable DFT, certified colors, and primer and topcoat compatibility for use in potable water. Conforms to **AWWA C210**.

Series 141 conforms to API 652 for lining above ground storage tanks. Contact your Tnemec representative for additional information.

COATING SYSTEM

PRIMERS **Steel:** Self-priming, 1, 20, FC20, 27, 27WB, 37H, L69, L69F, N69, N69F, V69, V69F, 90E-92, 90G-1K97, 90-97, H90-97, 90G-98, 91-H_2O, H91-H_2O, 94-H_2O, 135, L140, L140F, N140, N140F, V140, V140F, 394, V530
Concrete: Self-priming, 20, FC20, 27, 27WB, L69, L69F, N69, N69F, V69, V69F, L140, L140F, N140, N140F, V140, V140F, 215, 217, 218
CMU: Self-priming or Series 130, 215, 218, 1254

TOPCOATS **Exterior:** Series 73, 180, 1028, 1029, 1074, 1074U, 1075, 1075U, 1094, 1095, 1096. **Note:** The following maximum recoat time applies when using Series 73, 180, 1074, 1074U, 1075, 1075U, 1094, 1095 or 1096: fourteen (14) days. If this time limit is exceeded, Series 141 must be uniformly scarified prior to topcoating.

SURFACE PREPARATION

PRIMED STEEL **Immersion Service:** Scarify the Series 20, FC20, L69, L69F, N69, N69F, V69, V69F, L140, L140F, N140, N140F, V140 or V140F prime coat surface by brush-blasting with fine abrasive before topcoating if it has been exterior exposed for 30 days or longer and 141 is the specified topcoat.

STEEL **Immersion Service:** SSPC-SP10/NACE 2 Near-White Blast Cleaning with a minimum angular anchor profile of 2.0 mils
Non-Immersion Service: SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 2.0 mils. **Note:** Abrasive blast cleaning generally produces the best coating performance. If conditions will not permit this, Series 141 may be applied to SSPC-SP2 or SP3 Hand or Power Tool Cleaned surfaces.

CONCRETE Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 square feet in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present). Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide a minimum ICRI-CSP 3 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.

ALL SURFACES Must be clean, dry and free of oil, grease, chalk and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS 82% ± 2.0% (mixed) †

RECOMMENDED DFT 4.0 to 18.0 mils (100 to 455 microns) in a one coat application. **Note:** Thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative. Maximum dry film thickness for NSF exposure is 18.0 mils.

© October 1, 2021 by Tnemec Company, Inc.

Published technical data and instructions are subject to change without notice. The online catalog at www.tnemec.com should be referenced for the most current technical data and instructions or you may contact your Tnemec representative for current technical data and instructions.

EPOXOLINE® | SERIES 141

CURING TIME AT 5 MILS DFT

Potable Water Applications:

Temperature	To Handle	To Topcoat	Immersion
90°F (32°C)	3 hours	4 hours ‡	7 days
75°F (24°C)	4 hours	5 hours ‡	7 days
65°F (18°C)	7 hours	9 hours ‡	8 days
55°F (13°C)	13 hours	18 hours ‡	9 days
45°F (7°C)	20 hours	24 hours ‡	13 days
40°F (4°C)	22 hours	28 hours ‡	18 days
35°F (2°C)	64 hours	72 hours ‡	30 days

Curing time varies with surface temperature, air movement, humidity and film thickness.
‡ **Note:** Specific application requirements, including cure schedules and environmental conditions, must be followed when topcoating Series 141. Contact Tnemec Technical Service for detailed instructions. **Note:** Maximum recoat time with itself is seven days. **Note:** For one-coat pipe and valve applications, allow 30 days cure at 75°F (24°C) prior to immersion. Refer to product listing on www.NSF.org for specific potable water return to service information.

Non-Potable Water Applications:

Temperature	To Handle	To Topcoat	Immersion
75°F (24°C)	3 hours	4 hours ‡	5 days
40°F (4°C)	4 hours	5 hours ‡	14 days

Cure time varies with surface temperature, air movement, humidity and film thickness.
‡ **Note:** Specific application requirements, including cure schedules and environmental conditions, must be followed when topcoating Series 141. Contact Tnemec Technical Service for detailed instructions. **Note:** Maximum recoat time with itself is seven days.

VOLATILE ORGANIC COMPOUNDS

EPA Method 24
Unthinned: 0.90 lbs/gallon (107 grams/litre)
Thinned 5% (No. 60 Thinner): 1.21 lbs/gallon (145 grams/litre)
Thinned 10% (No. 4 Thinner): 1.45 lbs/gallon (173 grams/litre) †

HAPS

Unthinned: 1.27 lbs/gal solids
Thinned 5% (No. 60 Thinner): 1.28 lbs/gal solids
Thinned 10% (No. 4 Thinner): 1.95 lbs/gal solids

THEORETICAL COVERAGE

1,315 mil sq ft/gal (32.2 m²/L at 25 microns). See APPLICATION for coverage rates. †

NUMBER OF COMPONENTS

Two: Part A (amine) and Part B (epoxy)

MIXING RATIO

By volume: Two (Part A) to one (Part B)

PACKAGING

	PART A (Partially Filled)	PART B (Partially Filled)	When Mixed
Large Kit	1-6 gallon pail	1-3 gallon pail	5 gallons
Small Kit	1-1 gallon can	1-1 gallon can	1 gallon

NET WEIGHT PER GALLON

13.33 ± 0.25 lbs (6.05 ± 0.11 kg) †

STORAGE TEMPERATURE

Minimum 20°F (-7°C) Maximum 110°F (43°C)
Prior to application, the material temperature should be above 60°F (16°C). It is suggested the material be stored at this temperature at least 48 hours prior to use.

TEMPERATURE RESISTANCE

(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

SHELF LIFE

12 months at recommended storage temperature.

FLASH POINT - SETA

Part A: 91°F (33°C) Part B: 111°F (44°C)

HEALTH & SAFETY

This product contains chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

APPLICATION

COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m²/Gal)
Minimum	4.0 (100)	5.0 (125)	329 (30.5)
Maximum	18.0 (455)	22.0 (560)	73 (6.8)

Note: Maximum of 18.0 mils DFT in one coat. **Maximum total dry film thickness for NSF exposure is 18.0 mils.** Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. Reference Tnemec's certified product listing at www.nsf.org for details on the maximum allowable DFT. †

MIXING

Mix the entire contents of Part A and Part B separately. Scrape all of the Part B into the Part A pail by using a flexible spatula. Use a variable speed drill with a PS Jiffy blade and mix the blended components for a minimum of two minutes. Apply the mixed material within pot life limits after agitation. Both components must be above 50°F (10°C) prior to mixing. For optimum application properties, the material temperature should be above 60°F (16°C). For applications to surfaces between 35°F to 50°F (2°C to 10°C) allow mixed material to stand 30 minutes and restir before use. **Note:** A large volume of material will set up quickly if not applied or lessened in mass. **Caution: Do not reseal mixed material. An explosion hazard may be created.**

THINNING

Caution: Do not add thinner to Part A prior to mixing with Part B. For airless spray, brush or roller, thin up to 5% per gallon with No. 4 Thinner or No. 60 Thinner. For air spray, thin up to 10% per gallon with No. 4 or No. 60 Thinner.

POT LIFE

2 hours at 77°F (21°C) 1 hour at 90°F (32°C)

SPRAY LIFE

1 hour at 77°F (21°C) 30 minutes at 90°F (32°C)

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APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-100 psi (5.2-6.9 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.017"-0.021" (430-535 microns)	3000-3800 psi (207-262 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.
Roller: Roller application optional when environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic woven nap covers.
Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 135°F (57°C).
The surface should be dry and at least 5°F (3°C) above the dew point. **Note:** For Series 141 cure capabilities below 35°F (2°C), contact Tnemec Technical Services.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

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BUILDING TRUST

PRODUCT DATA SHEET

SikaRepair®-224

One component, cementitious, structural repair mortar applied by hand trowel or spray methods

PRODUCT DESCRIPTION

SikaRepair®-224 is a one component, cementitious, ready-to-use, silica fume enhanced, fiber reinforced, high strength, shrinkage compensated repair mortar. SikaRepair®-224 is formulated for hand trowel or low-pressure spray application methods. Designed for horizontal (i.e. flat), vertical and overhead installations.

USES

- On grade, above grade, and below grade concrete
- On horizontal surfaces (e.g. for spall repairs on flat work, or as an overlay)
- On vertical and/or overhead surface repairs when either hand trowel or spray applied
- As a structural repair material for water and wastewater treatment plants, manholes, parking facilities, industrial plants, walkways, bridges, tunnels, dams, abutments, balconies, etc.
- As a filler for voids and cavities
- For the repair of substrates such as concrete, mortars and masonry
- SikaRepair®-224 may only be used by experienced professionals.

CHARACTERISTICS / ADVANTAGES

- Ready-to-use, one component material
- Easy to mix, just add clean water
- Can be installed by hand trowel
- Sprayable system
- Superior workability
- Superior abrasion resistance
- Sulfate resistant
- Great adhesion
- Increased resistance to deicing salts
- High early strengths
- Good freeze/thaw resistance
- Silica fume enhanced
- Fiber reinforced

APPROVALS / STANDARDS

NSF/ANSI 61 compliant for potable water contact after cure (reference: UL FDNP.MH17464).

PRODUCT INFORMATION

Packaging	50 lb (22.7 kg) bags; 48 bags per pallet
Appearance / Color	Powder / Dark Gray
Shelf Life	12 months from date of production if stored properly in original, unopened and undamaged, sealed packaging
Storage Conditions	Store in cool, dry, well ventilated conditions, out of direct sunlight at 40 - 95 °F (4 - 35 °C). Protect powder from moisture. If permitted to become damp, discard material.

TECHNICAL INFORMATION

Compressive Strength	1 day	4,500 psi (31.0 MPa)	(ASTM C109) 73 °F (23 °C), 50% R.H.
	7 days	8,000 psi (55.2 MPa)	
	28 days	10,000 psi (69.0 MPa)	
Flexural Strength	28 days	1,100 psi (7.6 MPa)	(ASTM C293) 73 °F (23 °C), 50% R.H.
Splitting tensile strength	28 days	735 psi (5.1 MPa)	(ASTM C496) 73 °F (23 °C), 50% R.H.
Tensile Adhesion Strength	28 days	> 350 psi (2.4 MPa) substrate failure (typical)	(ASTM C1583) 73 °F (23 °C), 50% R.H.
Slant Shear Strength	28 days	> 2,500 psi (17.2 MPa)	(ASTM C882 modified*) 73 °F (23 °C), 50% R.H.
	* Mortar scrubbed into mechanically prepared, saturated surface dry (SSD) substrate.		
Sulfate Resistance	1 year	< 0.06% length change	(ASTM C1012) 73 °F (23 °C), 50% R.H.
Rapid Chloride Permeability	28 days	< 500 Coulombs	(ASTM C1202 / AASHTO T 277) 73 °F (23 °C), 50% R.H.

APPLICATION INFORMATION

Mixing Ratio	6 to 7 pints (2.8 - 3.3 liters) of liquid (e.g. clean water or SikaLatex® R admixture) per 50 lb. (22.7 kg) bag of SikaRepair®-224		
Fresh mortar density	125 lb/ft³ (2.0 kg/m³)		(ASTM C138) 73 °F (23 °C), 50% R.H.
Coverage	0.40 ft³ (0.01 m³) per Neat mix 0.58 ft³ (0.02 m³) per Extended mix, containing 25 lbs (11.4 kg) of 3/8 inch (10 mm) coarse aggregate (Yield figures do not include allowance for surface profile and porosity, or material waste.)		
Layer Thickness		**Minimum**	**Maximum per lift ***
	Vertical	3/8 inch (10 mm)	2 inches (51 mm)
	Overhead	3/8 inch (10 mm)	1-1/2 inches (38 mm)
	Extended	1 inch (25 mm)	4 inches (102 mm)
	* If repair requires multiple lifts, each lift should be applied as soon as the previous lift develops enough initial strength to support it.		
Product Temperature	Condition 65 - 75 °F (18 - 24 °C) before use.		
Ambient Air Temperature	40 °F (4 °C) minimum / 95 °F (35° C) maximum		
Substrate Temperature	40 °F (4 °C) minimum / 95 °F (35° C) maximum		

Set Time	>4 hours (Initial)	(ASTM C266) 73 °F (23 °C), 50% R.H.
Final set time	>5 hours	(ASTM C266) 73 °F (23 °C), 50% R.H.
Application Time	Approximately 30 minutes Temperature will affect the Application Time: Above 73 °F (23 °C) will reduce the Application Time and slump Below 73 °F (23 °C) will extend the Application Time and slump	
Waiting / Recoat Times	Refer to Sika Tech Brief # 18-01 for minimum cure times prior to overcoating.	

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

LIMITATIONS

- Avoid application in direct sunlight, during precipitation and/or when strong winds prevail.
- Use only clean, potable water when polymer modification is not required.
- Do not use solvent-based curing compounds.
- Using SikaLatex® R or similar admixture products in lieu of some or all of the recommended amount of water per bag may result in a change in consistency. Mock-up trial mixes for suitability are strongly recommended.
- Do not use any other types of admixtures (e.g. plasticizers, accelerators, retarders, etc.) or add cement to SikaRepair®-224.
- SikaRepair®-224 does not form a vapor barrier when cured.
- As with all cement-based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur®-32 Hi-Mod.
- Elevated temperatures will decrease working time and slump.
- Rate of strength gain will be reduced at colder temperatures. On site testing is recommended.

APPLICATION INSTRUCTIONS

SURFACE PREPARATION

Concrete

- Surfaces must be clean and sound. Remove all deteriorated concrete, dirt, dust, oil, grease, contaminants and other bond-inhibiting materials from the area to be repaired.
- Be sure the repair area is not less than 3/8 inch (10 mm) in depth for placement of a Neat mix. Be sure the repair area is not less than 1 inch (25 mm) in depth for placement of an Extended mix.
- Preparation work should be done by high pressure water blasting, scabbling, or other appropriate mechanical means. Obtain an exposed aggregate surface with a minimum surface profile of ±1/8 inch (3 mm) [per ICRI CSP-6 to -7] on clean, sound concrete.
- To ensure optimum repair results, the effectiveness of decontamination and substrate preparation can be

assessed by a Pull-Off test (i.e. a Tensile Adhesion test per ASTM C1583).
- Saw cutting the perimeter edges of the repair area is recommended, preferably cut at a dovetail angle.
- Substrate should be saturated surface dry (SSD) with clean water prior to application. No standing water should remain during application.

Steel
- Steel surfaces should be thoroughly prepared by mechanical cleaning (e.g. blast cleaning, wire brushing) to remove all traces of rust and scale (reference: SSPC-SP5/NACE 1). Where corrosion has occurred, the steel should be high-pressure washed with clean water after mechanical cleaning.

CORROSION PROTECTION
- For the corrosion protection of reinforcing steel, use Sika® Armatec® corrosion protection products. Please consult the applicable current Product Data Sheets for additional information.

PRIMING
- When required (e.g. for hand trowel application) prime the prepared substrates with a brush or spray applied coat of Sika® Armatec® or Sikadur® bonding agent products. Please consult the applicable current Product Data Sheets for additional information. Steel substrates typically require the installation of a bonding agent.
- Alternately in lieu of a bonding agent, a scrub coat of a Neat mix of SikaRepair®-224 can be applied to the substrate prior to trowel application. While the scrub coat is still wet, place the remaining thickness of SikaRepair®-224 needed to complete the repair.
- Properly prepared, saturated surface dry (SSD) concrete substrates scheduled to receive a wet spray application of SikaRepair®-224 typically do not require priming.
- If a bonding agent or a scrub coat of SikaRepair®-224 are not possible, other suitable means should be employed such as vibration of the material, pumping under pressure or spraying to ensure good intimate contact with the prepared substrate is achieved.

MIXING
- **With water**: Pour 6 pints (2.8 liters) of clean water into a suitably sized mixing container.
- Add the entire bag's contents of SikaRepair®-224 to the container while continuously mixing with a low-speed rotary drill (400 - 600 rpm) and paddle or a concrete mixer.
- Add up to an additional maximum 1 pint (0.5 liter) of water, if needed, for the desired consistency.
- Do not overwater. Excess water may cause segregation.
- Mix to a uniform consistency, maximum 3 minutes. Thorough mixing and proper proportioning are necessary.
- **With SikaLatex® R**: Pour 6 pints (2.8 liters) of SikaLatex® R admixture into the mixing container. Slowly add SikaRepair®-224, mix and adjust as above.
- **With diluted SikaLatex® R**: SikaLatex® R admixture may be diluted up to 5:1 (i.e. clean water : SikaLatex® R) by volume for projects requiring minimal polymer modification. Pour 6 pints (2.8 liters) of the mixture into the mixing container. Slowly add SikaRepair®-224, mix and adjust as above.

EXTENSION WITH AGGREGATES

- For horizontal applications greater than 1" (25 mm) in depth, extend with 3/8" (10 mm) coarse aggregate. If placement is vertical or overhead, support the material with forms as required.
- Pour 6 pints (2.8 liters) of clean water, SikaLatex® R admixture or diluted SikaLatex® R mixture into a suitably sized mixing container or a concrete mixer.
- Add entire bag's contents of SikaRepair®-224 while mixing continuously, then introduce 3/8" (10 mm) coarse aggregate.
- Mix to uniform consistency, maximum 3 minutes. Thorough mixing and proper proportioning of all components is necessary.
- Add up to an additional maximum 1 pint (0.5 liter) of liquid, if needed, for the desired consistency. Do not exceed 7 pints (3.3 liters) of liquid.
- Ideally, the aggregate must be nonreactive (reference: ASTM C1260, ASTM C227 and ASTM C289), clean, well graded, saturated surface dry (SSD), have low absorption, high density, and comply with ASTM C33, size number 8 per Table 2.
- Variances in aggregate quality may result in different strengths and cured performance.
- The typical addition rate is 25 lbs (11.4 kg) of aggregate per mix. This is approximately 2 gallons (7.6 liters) of aggregate by loose volume.

APPLICATION

- Apply SikaRepair®-224 mortar by hand trowel or spray methods for the repair of horizontal, vertical or overhead concrete surfaces.
- At the time of application, the substrate surfaces must be saturated surface dry (SSD) but hold no standing water.

Hand Trowel

- A neat mix of SikaRepair®-224 mortar must initially be scrubbed into the mechanically prepared, SSD substrate. Alternately an appropriate Sika bonding agent product can be used. Be sure to fill all pores and voids.
- Apply SikaRepair®-224 mortar by hand trowel while the scrub coat or bonding agent is still wet and uncured.
- Force material against edges of repair, working toward center. After filling repair area, screed off excess SikaRepair®-224 mortar.
- Allow SikaRepair®-224 to set to the desired stiffness. Finish with broom or with a burlap drag for a rough finish. Finish with a wood float for a granular finish. Finish with a steel trowel or a magnesium float for a smooth finish.
- To assist in the finishing process, use SikaFilm® finishing aid. Please consult the current product data sheet for additional information.
- Mixing, placing and finishing typically should not exceed 2 to 3 hours maximum.

Wet Process Spraying

- Conventional wet process shotcrete spray equipment should be used. Consult directly with the equipment manufacturer for their recommendations.
- Set up wet process spray equipment. Add liquid [i.e. 6 - 7 pints (2.8 - 3.3 liters) per bag] directly into the mixer.
- Start the mixer in motion and add SikaRepair®-224 powder while continuing to mix.
- When spraying, shoot perpendicular (i.e. at a 90° angle) to vertical or overhead surfaces. This minimizes rebound, creates the smoothest pattern (i.e. reduces "bumps") and properly encases rebar. Consult ACI 506R, the "Guide to Shotcrete" for additional information.
- The velocity of the material is sufficient, if at a distance of 18 to 24 inches (46 to 61 cm), the material pattern flattens out on contact with the surface and rebars are encased.
- After applying the material, allow it to stiffen before removing bumpy areas with a trowel.
- Before applying the next layer, allow the material to develop initial strengths. This may take anywhere from 2 - 4 hours, depending on mix consistency, ambient and substrate temperatures, wind conditions and humidity.
- Begin and finish multiple lift repairs on the same day. To assist in the finishing process of the final lift, use SikaFilm® finishing aid. Please consult the current product data sheet for additional information.
- Refer to ACI 305R the "Guide to Hot Weather

Concreting" or ACI 306R the "Guide to Cold Weather Concreting" when there is a need to place this product while either hot or cold temperatures prevail. Thinner placements will be more sensitive to actual temperature conditions.

Natural Gun Finish

- If a gun-finish is too rough, special finishes may be applied.
- After sufficient stiffening and initial strength gain, excess material should be sliced off with a sharp-edged cutting screed. The surface may then be finished to the actual application's requirements:
  - Broom for a rough texture
  - Wood float for a granular texture
  - Steel trowel for a smooth finish
- To assist in the finishing process, use SikaFilm® finishing aid. Please consult the current Product Data Sheet for additional information.

CURING TREATMENT

- As per ACI recommendations for Portland-cement concrete, curing is required.
- Moist curing should commence immediately after finishing.
- Moist cure with wet burlap and/or polyethylene, a fine mist of water or a water-based,* compatible curing compound meeting ASTM C309.
- Curing compounds may adversely affect the adhesion of following layers of mortar, leveling mortars or protective coatings.
- Protect newly applied material from direct sunlight, wind, rain and frost.
- To prevent from freezing, cover with insulating material (e.g. curing blanket).

* Pretesting of curing compound for compatibility is recommended.

OTHER RESTRICTIONS

See Legal Disclaimer.

LEGAL DISCLAIMER

- **KEEP CONTAINER TIGHTLY CLOSED**
- **KEEP OUT OF REACH OF CHILDREN**
- **NOT FOR INTERNAL CONSUMPTION**
- **FOR INDUSTRIAL USE ONLY**
- **FOR PROFESSIONAL USE ONLY**

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates (“SIKA”), the user must always read and follow the warnings and instructions on the product’s most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA’s Technical Service

Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at https://usa.sika.com/en/group/SikaCorp/termsandconditions.html or by calling 1-800-933-7452.

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CHANGE ORDER REQUEST FORM

SELECT CHANGE ORDER TYPE:

- ☐ GENERAL
- ☑ CONSTRUCTION----------Assigned Project # Required: WS1222
- ☑ CONSTRUCTION CONTINGENCY----Resolution # Required:
  Amount Approved: $511,048.00 Balance Remaining: $37,898.50
- ☐ TASK ORDER ----------Assigned Task Order # Required:
- ☐ TASK ORDER AMENDMENT-------Amendment # Required:

Date: 05/03/23 **New Requ #:** **Change Requisition Number #**

Name of Requestor completing this form: Katie Ennis

Original Purchase Order Amount	**$ 1,508,001.00**
Change Order # 1 Amount	436,048.00
Change Order # 2 Amount	30,015.00
Change Order # 3 Amount	5,376.00
Change Order # 4 Amount	-
Change Order # 5 Amount	478,886.00
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	**$2,458,326.00**

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
E&D Contracting Services	44517	79480	$1,508,001.00

REASON FOR CHANGE (Click box(s) to select):

- ☐ Correct Freight Cost
- ☐ Correct Unit Cost
- ☐ Correct Account
- ☐ Correct Qty Ordered
- ☐ Add Line Item
- ☐ Cancel Line Item
- ☑ Add Additional Money
- ☐ Add/Delete/Change Project #
- ☐ Liquidate Money
- ☐ Cancel Entire PO
- ☐ Other-Explain:

Please make correction(s) to original PO as listed below:

Original PO Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
1	478,886.00	SUM	Change Order #5 - Addl Scope Concrete Repair	424-4120-536.63-00	WS1222	1.0000	$ 478,886.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #. **$ 478,886.00**

CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQUIRED

Date: _____ **New Requ #:** **0** ***Change Requisition Number #*** **5**

Change Order Justification:

Costs associated with change order #5 for the BNR Project. Additional concrete repair work in bardenpho tanks. This was unforeseen work. Approved by Council 5-23-23

*******Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition folder. *******

Legislation Details (With Text)

File #:	23-312	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	5/10/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approval of Amendment #1 of the HOME Disbursement Agreement between Brevard County and the City of Cocoa. Authorize the Mayor to sign the amended agreement. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	First Amendment HOME Agreement 22-23.pdf HOME Agreement 22-23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2023
Agenda Date: May 23, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Council approval of Amendment #1 of the HOME Disbursement Agreement between Brevard County and the City of Cocoa. Authorize the Mayor to sign the amended agreement.

BACKGROUND:

The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME Investment Partnership (HOME) funds through a consortium, called the Brevard County HOME Consortium.

Brevard County is responsible for the administration and compliance of regulations which govern these funds, as lead entity for the HOME Consortium. The following modifications to the agreement are as follows:

1. Page 3, Section V, Use of funds states the County shall reimburse the City an amount not to exceed $490,259.14 ($82,93.23 comprising of the current year's allocation and $407,465.91 carry-forward funds is replaced with **$421,902.20** ($82,793.23 comprising of the current year's allocation and **$339,108.97** carry forward funds).
2. Page 14, Exhibit B Budget Fiscal Year 2021-2022 is amended and replaced with **Fiscal Year 2022-2023**. In the narrative, the carry forward amount of $407,465.91 is replaced with **$339,108.97**.

Staff recommends Council approve Amendment #1 of the FY 2022-2023 Brevard County HOME

Investment Partnership Program Disbursement Agreement between Brevard County and the City of Cocoa in the amount of $421,902.20.

Staff will return to a later meeting to bring a Budget Amendment to true up the HOME Budget Account numbers for FY2023.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

Council approved the HOME Agreement at the January 10, 2023 meeting.

RECOMMENDED MOTION:

Council approval of Amendment #1 of the HOME Disbursement Agreement between Brevard County and the City of Cocoa. Authorize the Mayor to sign the amended agreement.

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FIRST AMENDMENT TO HOME INVESTMENT PARTNERSHIPS PROGRAM DISBURSEMENT CONTRACT BETWEEN BREVARD COUNTY AND THE CITY OF COCOA

THIS AMENDMENT TO CONTRACT made and entered into this _____, 2023 by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and the City of Cocoa, a municipality (hereinafter referred to as "City"), duly organized and existing by the virtue of the laws of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into Home Investment Partnerships Program Disbursement Contract (hereinafter "Agreement") on February 14, 2023 and;

WHEREAS, the parties hereto desire to amend said Agreement to remove the program income amount from the use of funds section and change the carry forward amount in the narrative to exclude program income amount in Attachment B.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. Page 3, Section V, Use of Funds states the County shall reimburse the City an amount not to exceed $490,259.14 ($82,793.23 comprising of the current year's allocation, and $407,465.91 carry-forward funds is replaced with $421,902.20 ($82,793.23 comprising of the current year's allocation and $339,108.97 carry forward funds).
2. Page 14, Exhibit B Budget Fiscal Year 2021-2022 is hereby amended and replaced with Budget Fiscal Year 2022-2023. In the narrative, the carry forward amount of $407,465.91 is replaced with $339,108.97.
3. All other terms and conditions of the Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____
Frank Abbate, County Manager
(As approved by the Board on _____).

Reviewed for legal form and content:

Rebecca Hill 4/20/2023
Becky Behl-Hill, Assistant County Attorney

CITY OF COCOA

By: _____
Michael C. Blake, Mayor
As approved by Council on _____).

STATE OF FLORIDA
COUNTY OF BREVARD

ON THIS DAY personally appeared, by means of ___ physical presence or ___ online notarization, MICHAEL C. BLAKE, known to me to be the person described in and who executed the foregoing instrument as the Mayor of the City of Cocoa, Florida for its act and deed, for the uses and purposes therein expressed.

NOTARY SEAL

_____
Notary Public - State of Florida
My Commission Expires: _____

Reviewed for legal form and content:

_____
Anthony A. Garganese, City Attorney

2022-2023 HOME INVESTMENT PARTNERSHIPS PROGRAM DISBURSEMENT CONTRACT

BETWEEN BREVARD COUNTY AND THE CITY OF COCOA

THIS CONTRACT entered into this 14th day of February, 2023 with an effective date of October 1, 2022 by and between Brevard County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "County," and the City of Cocoa, a municipality, hereinafter referred to as "City."

WHEREAS, the National Affordable Housing Act of 1990, as amended from time to time, authorized the HOME Investment Partnerships Program (hereinafter referred to as "HOME Program") to provide financial assistance through the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") to local governments for the production of affordable housing; and

WHEREAS, Brevard County, the City of Cocoa, the City of Melbourne, the City of Titusville, and the City of Palm Bay, have entered into an agreement to form a Consortium to obtain funding through the HOME Program to provide affordable housing and subsequent monitoring for its residents; and

WHEREAS, the County, recognized by HUD as the Lead Entity of the Brevard County HOME Consortium, desires to establish a mechanism for the successful implementation of the HOME Program; and

WHEREAS, the City has requested funds from the Consortium for the benefit of the very low- and low-income citizens of Cocoa; and

WHEREAS, this Contract is authorized pursuant to the provisions of Section 163.01, Florida Statutes, and other applicable law, which authorized the exercise by agreement to two or more public agencies of any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the County and City mutually agree as follows:

SECTION I. DEFINITIONS:

A. "Approved Activities" means HUD approved activities as stated in the Brevard County HOME Consortium Consolidated Plan and Annual Action Plan.

B. "Consortium" means the Brevard County HOME Consortium.

C. "Consortium Approval" means the written approval of the HOME Consortium members.

D. "City" means the City of Cocoa.

E. "County" means the Board of County Commissioners of Brevard County, Florida, c/o Housing and Human Services Department.

F. "HUD" means the United States Department of Housing and Urban Development.

G. "HOME Administrator" means the Brevard County Housing and Human Services Department Director or his/her designee.

H. "HOME Program" means the United States Department of Housing and Urban Development's HOME Investment Partnerships Program.

I. "HOME Regulations" means 24 CFR Part 91 and 92 and supplemental, additional or successor provisions.

J. "Lead Entity" refers to the Board of County Commissioners of Brevard County, as required under 24 CFR Part 92.101(a)(ii).

K. "Program Income" means the gross income received by the participating jurisdiction, sub-recipient, or Community Housing Development Organization, which is directly generated from the use of HOME Program funds and matching contributions.

L. "Recaptured Funds" means HOME Program funds which are recouped by the participating jurisdiction, sub-recipient, or Community Housing Development Organization when HOME Program assisted housing does not comply with the affordability period required by 24 CFR 92.254(a)(4). The amount of recapture is determined in accordance with 24 CFR 92.254(a)(5)(ii). Any funds recouped in excess of the amount mandated by HOME Program regulations will constitute Program Income.

M. "Very Low and Low Income" means the definitions set by HUD for the HOME Program in 24 CFR Part 92.2.

SECTION II. PURPOSE: The purpose of this Contract is to state the covenants and conditions under which the County shall reimburse the City for eligible activities utilizing both HOME Program funds for Fiscal Year 2022-2023 and any carry-forward funds from previous fiscal years.

SECTION III. SCOPE OF SERVICES: The City shall carry out or cause to be carried out the following approved activities: Community Housing Development Organization, First Time Homebuyer Program, Owner Occupied Rehabilitation Program, Rental New Construction and Program Administration as described in the Annual Action Plan, as may be amended, which is incorporated herein by this reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the City. The City shall be responsible for all required HOME Program matching contributions, as outlined under 24 CFR Part 92.218, for approved activities carried out by the City. The City shall be responsible for administering a minimum 15% of this year's allotment, to be utilized by a Community Housing Development Organization, as outlined under 24 CFR 92 Subpart G.

SECTION IV. TERM OF CONTRACT: This Contract shall commence on October 1, 2022 and terminate on September 30, 2023, or on the date on which final completion of all projects funded through this Contract is established, whichever comes first. Notwithstanding the foregoing, all terms and conditions contained in Sections V. through XXV. of this Contract shall survive the termination of this Contract and shall remain in full force and effect throughout any required affordability period as defined in the funded projects.

SECTION V. USE OF FUNDS: The County shall reimburse the City an amount not to exceed $490,259.14 ($82,793.23 comprising of the current year's allocation, and $407,465.91 carry-forward funds. Any program income received throughout the year will be utilized in accordance with Section VI. Program Income). The parties recognize and agree that the funds shall be used for eligible expenses incurred while carrying out eligible HOME Program activities as outlined in Exhibit B. The schedule for committing and expending funds under this Contract are outlined in Exhibit C and D, respectively. Funds have up to two years to be encumbered and four years to be expended, except Community Housing Development Organization funds which have five years to be expended. The City shall encumber the funds, within two years, no later than September 30, 2025. Unless otherwise authorized by the Consortium, funds which remain un-encumbered shall be subject to Section XIV.

SECTION VI. PROGRAM INCOME:

A. All Program Income and recaptured funds generated by Approved Activities shall be retained, tracked and utilized for additional eligible activities by the City.

B. Program Income must be deposited internally within five business days. Program Income must be receipted in Integrated Disbursement and Information System within 30 days. Any available Program Income must be utilized prior to expending Entitlement Funds. A Program Income log must be submitted to the County on a quarterly basis (Exhibit G).

C. The County reserves the right to recapture and utilize Program Income funds, as defined in Section XIV, from member jurisdictions for non-performance or non-compliance. The funds will be used for other projects within the Consortium.

D. If the City is no longer a participant in the Brevard County HOME Consortium when the Program Income or Recaptured Funds are received, the proceeds shall be deposited in the Brevard County HOME Consortium Trust Fund and distributed proportionally among the remaining members of the Consortium; or in accordance with HOME Program regulations in place at that time.

SECTION VII. UNIFORM ADMINISTRATION REQUIREMENTS: The City shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

SECTION VIII. COMPLIANCE RULES, REGULATIONS AND LAWS: During the performance of this Contract, the City and County agree to comply with all applicable laws, rules, regulations and orders of their successors listed below which by reference are incorporated and made a part hereof. The City and County further agree to abide by all other applicable laws, rules, regulations and orders which are not referred to in this Contract under the HOME Program regulations.

SECTION IX. AFFIRMATIVE MARKETING POLICY: The City shall comply with the requirements of 24 CR 92.351. In the event the City does not have a policy in place, the County's Affirmative Marketing Policy attached hereto as Exhibit A shall be followed as it relates to marketing projects to income eligible households.

SECTION X. CONFLICT OF INTEREST: The City shall comply with the requirements of 24 CFR 92.356 relative to the Conflict of Interest provisions. The City, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the project or who are in a position to participate in a decision making process or gain inside information with regard to any project, shall not obtain a financial interest or benefit from the project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The City, its officers, employees, agents, or consultants shall not occupy any HOME Program assisted unit provided for under this Contract. Any possible conflicting interest on the part of The City, its employees, or agents, shall be disclosed in writing to the County.

A. No employee, officer, agent of the City, or its sub-recipients shall participate in the selection, award, or administration of a contract supported by the HOME Program if a Conflict of Interest, either real or apparent, would be involved;

B. The City or sub-recipient employees, officers, and agents shall not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements; and

C. Conflict of Interest violations will be subject to the terms of Section XX. Enforcement (Suspension/Termination).

SECTION XI. OTHER APPLICABLE LAWS, RULES AND REGULATIONS:

1. 24 CFR Part 92, as amended – The regulations governing the expenditure of HOME Investment Partnerships Program funds.

2. 24 CFR Part 58 – The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.

3. National Flood Insurance Act of 1968.

4. 24 CFR Part 1 – The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.

5. 24 CFR Part 107 – The regulations issued pursuant to Executive Orders 11063 which prohibits discrimination and promotes equal opportunity in housing.

6. Executive Order 11246 (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 – which establishes hiring goals for minorities and women on projects assisted with federal funds.

7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 – which prohibits discrimination in employment.

8. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

9. Age Discrimination Act of 1973.

10. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.

11. Contract Work – Hours and Safety Standards Act – where applicable.

12. Lead Based Paint Poisoning Prevention Act.

13. Section 504 of the Rehabilitation Act of 1973, as amended.

14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

15. 29 CFR Parts 5 – Regulations which prescribe the payment of prevailing wages on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.

16. Executive Order 11914 – Prohibits discrimination with respect to the handicapped in federally assisted projects.

17. Copeland Anti-Kickback Act.

18. 2 CFR, Part 200 which identifies allowable administrative costs and administrative requirements.

19. Florida Statutes, Chapter 112, Part III, code of Ethics for Public Officers and Employees.

20. Public Law 100-430 – The Fair Housing Amendments Act of 1988.

21. Section 109 of Public Law 100-202 – which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.

22. HUD – required reports, circulars, and procedures.

23. 24 CFR Part 85 – the "common rule" containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes 2 CFR, Part 200.

24. 24 CFR Part 92.257 – concerning religious organizations, as applicable.

25. Section 92.504 – minimum standards of written contracts, as applicable. Including all project requirements, type of projects to be assisted, property standards, rents and recapture/resale provisions.

SECTION XII. FUND DISBURSEMENTS: The City shall not request reimbursement of HOME Program funds under this Contract until the funds are needed for the re-payment of eligible costs as described in 24 CFR 92.205. The requested amount shall not exceed the amount needed. Program income, interest earned, or loan repayments, hereinafter collectively referred to as ("recapture monies") as defined in 24 CFR 92.503 derived from any projects set forth in this Contract shall be accounted for by the City. Program Income received by the City from HOME Program eligible activities shall be deducted from HOME Program reimbursement & draw request (Exhibit F) submitted by the City for eligible costs. The remaining balance of eligible costs shall be requested from the County on the HOME Program reimbursement draw request (Exhibit F). HOME Program draw requests shall be submitted at least quarterly with supporting documentation (i.e. invoices for all requested disbursements; excluding administration). The final draw request shall be submitted no later than October 10, 2023.

SECTION XIII. REIMBURSEMENT:

A. This Contract and all rights and duties designated herein are contingent upon the release of HOME Program funds by HUD. Up to the limits of SECTION V. hereof, Brevard County shall reimburse the City for the services described in SECTION III., pending the City's commitment of HOME Program funds. All such work shall be performed by the City in accordance with applicable requirements of HUD and with all requirements of this Contract. Reimbursement shall be contingent thereupon.

1. Only Approved Activities, which have been set up in accordance with HUD established procedures, shall be reimbursed by the County.

2. The City shall be reimbursed by the County for allowable costs, in accordance with 24 CFR Part 92 and in accordance with SECTION V. of this Contract.

3. The City shall submit to the County during the performance hereof the following:

   a. A cumulative expenditure statement of all costs of the project(s), program income and recaptured funds, for the period from commencement through the end of the report period for which the reimbursement is being requested;
   b. This information shall be submitted in a format which meets the County's requirements for documentation used during audits and monitoring visits. Forms provided by the County shall be used when requested. Each request shall contain a cover sheet substantially equivalent to the *Payment Request Form* attached as Exhibit F.

4. Upon receipt of the above enumerated acceptable documentation, County shall initiate the reimbursement process. Upon determination by the HOME Administrator that the services or material have been invoiced pursuant to the terms of this Contract, the HOME

Administrator shall authorize the County Finance Department to make payment to the City in the amount it determines to be payable.

5. In the event a question or dispute arises regarding a request for reimbursement, the County shall withhold payment to the City for only that part of an invoice in dispute.

6. Pursuant to Section 218.74, Florida Statutes, the County Finance Department shall issue payment within 45 days after receipt of an acceptable invoice, and approval by the Housing and Human Services Department accepting the goods and/or services provided in accordance with the terms and conditions of this Contract.

7. If a payment request is disputed, the City shall provide adequate documentation within ten business days from receipt of a request which details the disputed charges.

8. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 10, 2023. Payment requests submitted later than October 10, 2023 shall be credited to the following fiscal year.

B. The City shall take financial responsibility for any and all funds expended by the City on ineligible HOME Program activities, and shall reimburse the U.S. Department of Housing and Urban Development as mandated. The County shall take financial responsibility for any and all funds expended by the County on ineligible HOME Program activities.

SECTION XIV. RECAPTURE: In the event of noncompliance of this Contract, recapture of all or part of the allocation may be administered by the County. Any recaptured funds shall be utilized on eligible HOME Program activities within the County or another City within the Consortium. The City understands that HOME Program Community Housing Development Organization funds shall be reduced or recaptured by the federal government if not encumbered and/or expended as outlined under 24 CFR 92.500(d) and further detailed under Section V. Use of Funds.

SECTION XV. RECORDS AND REPORTS: Reimbursement is contingent upon the receipt and satisfactory evaluation by the Lead Entity, of the following reports:

A. **Project Set-Up Report:** The City shall initiate each proposed HOME Program activity by completing a Set-Up Report as required by HUD. The Set-Up Report shall be retained by the City and a copy submitted to the County with the initial reimbursement request.

B. **Reimbursement/Expenditure Report:** The City shall submit reimbursement requests along with an expenditure statement as outlined in SECTION XIII. of this Contract.

C. **Quarterly Progress Report:** The City shall complete and submit to the County Exhibit E, by the 15th day of January, April, July and October 2023.

D. **Project Completion Report:** At the time a project has been completed, the City shall complete a Project Completion Report and Quarterly Progress Report, within 120 days of the final draw down request for the project. The Completion Report shall be

retained by the City and a copy may be submitted to the County with the final reimbursement request.

E. **Substantial Amendments:** The City shall confirm the necessity of a substantial amendment with the County. If necessary, the City shall complete all applicable advertisement(s) and hearing(s). The City shall forward the substantial amendment documentation to the County for submission to the United Stated Department of Housing and Urban Development.

SECTION XVI. AUDITS AND INSPECTIONS: All records and contracts of whatever nature required by this Contract shall be available for audit, inspection or copying at any time during normal business hours and as often as the Lead Entity, the Consortium, HUD or Comptroller General of the United States, or other federal agency may deem necessary. Brevard County shall have the right to obtain and inspect any audit pertaining to the performance of this Contract made by any local, state or federal agency. The HOME Consortium shall have the right to inspect any of the County's records of whatever nature required by this Contract any time during normal business hours. The City shall retain all of its records and supporting documentation applicable to this Contract for five years after either the resolution of the final audit or the United Stated Department of Housing and Urban Development approval of the Close-out Report, whichever is later.

SECTION XVII. MONITORING: 2 CFR 200.93 defines a sub-recipient as a non-federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program. The City is required to monitor each sub-recipient to ensure that sub-awards are used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The City shall adhere to their existing monitoring policy which shall include the monitoring of sub-recipients annually throughout the affordability period. If applicable, updates should be provided to the County annually. Failure to monitor or insufficient sub-recipient monitoring may result in a finding of non-compliance. The lead entity will be required to monitor the project throughout its affordability period.

SECTION XVIII. SUBCONTRACTS: All contracts entered into by the City to carry out approved HOME Program activities shall be made in accordance with all applicable laws, rules and regulations stipulated in this Contract. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Section set forth in this Contract. The City must notify the County before they enter into an agreement with a sub-recipient, and the County must approve the Memorandum of Understanding before execution. Joint projects must be advertised and made available to all jurisdictions involved.

SECTION XIX. NON-ASSIGNABILITY: The City may not assign this Contract without prior written consent of the County.

SECTION XX. ENFORCEMENT (SUSPENSION/TERMINATION):

A. In accordance with 24 CFR 85.43, suspension or termination may occur if the City materially fails to comply with any term of this Contract.

1. The City hereby agrees that the following events constitute a material failure sufficient to warrant suspension of payments:

a. Improper use of HOME Program funds;
b. Failure to commit or expend HOME Program funds according to this Contract (without written consent);
c. Failure to comply with the work, Program or terms of this Contract; specifically, the Approved Activities indicated in the Consolidated Plan and Annual Action Plan;
d. Failure to submit reports as required, including a favorable audit report, as well as documentation to complete HUD required reports, and
e. Intentional submittal of incorrect or incomplete reports in any material respect.

2. This Contract may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

B. If payments are withheld, the Lead Entity shall specify in writing, the actions that shall be taken by the City as a condition precedent to resumption of payments provided that such notification shall specify a reasonable date not to exceed 20 days for compliance.

SECTION XXI. INDEMNIFICATION: The City, to the extent allowed by law, shall at all times hereafter indemnify and hold harmless, the County, Brevard County HOME Consortium, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind including court costs, attorney's fees and expenses, occurring or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract, except that the City shall not incur any liability for the negligence of the other parties named in this Section. Neither the County nor the City shall incur any liability for the negligence of the other.

The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions.

SECTION XXII. INSURANCE: The City shall insure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents is adequate and sufficient to cover the activities performed under this Contract, as the case may be as to the particular actions undertaken.

SECTION XXIII. PROJECT PUBLICITY: Any news release, project sign, or other type of publicity pertaining to the project as stated herein, shall recognize the funding provided by HOME Program funds. The parties shall conduct affirmative marketing in accordance with 24 CFR Part 92.351.

SECTION XXIV. AMENDMENTS: This Contract may be amended through completion of an Amendment to Disbursement Contract form. The City shall be required to handle any

amendment/adjustment according to their City policies, but shall acknowledge and accept execution of this document by the authorized County staff person.

SECTION XXV. NOTICES: Formal notices under the terms of this Contract shall be sent, by U.S. mail, as follows:

Brevard County:
Ian Golden, Director
Housing and Human Services Department
2725 Judge Fran Jamieson Way, Bldg. B
Viera, Florida 32940

City of Cocoa:
Stockton Whitten
City Manager
65 Stone Street
Cocoa, Florida 32922

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first above written.

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

Frank Abbate, County Manager
(As approved by the Board on, 2/14/2023).

Reviewed for legal form and content:

1/31/2023
Becky Behl-Hill, Assistant County Attorney

CITY OF COCOA

Michael C. Blake, Mayor
(As approved by the Council on 1/10/2023)

STATE OF FLORIDA
COUNTY OF BREVARD

ON THIS DAY personally appeared, by means of ✓ physical presence or _____ online notarization, Michael C. Blake, known to me to be the person described in and who executed the foregoing instrument as the Mayor of the City of Cocoa, Florida for its act and deed, for the uses and purposes therein expressed.

NOTARY SEAL

Notary Public - State of Florida
My Commission Expires: 8/29/25

Reviewed for legal form and content:

Anthony A. Garganese, City Attorney

Notary Public State of Florida
Torri D Edwards
My Commission HH 125783
Expires 08/29/2025

EXHIBIT A
AFFIRMATIVE MARKETING POLICY

The HOME Consortium will use affirmative housing marketing practices in soliciting owners/renters, determining eligibility and concluding all transactions. The Consortium members shall further affirmative marketing and fair housing in accordance with 24 CFR Part 92.351. Rental and HOME Program buyer projects containing five or more HOME Program assisted units shall comply with the Affirmative Marketing Policy described below.

1. The Consortium will require the owner to solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhoods in which the rehabilitated building is located shall be considered those least likely to apply.

2. Owner's advertising vacant units shall include the equal housing opportunity logo or statement. Advertising media shall include contacting the newspapers, radio, television, brochures, leaflets, and/or include a sign in a window. In an effort to reach applicants least likely to apply, the owner may also use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

3. The owner shall maintain a file containing all affirmative marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection at least annually by the HOME Consortium.

4. The owner shall maintain a listing of all tenants residing in each unit at the time of the application submittal through the end of the affordability period.

5. The participating entity shall provide the HOME Consortium with an annual assessment of the affirmative marketing program of the development. The assessment shall include:

   a. Method used to inform the public and potential tenants about federal fair housing laws and affirmative marketing policy (i.e. the use of Equal Housing Opportunity logo type or slogan in print advertising);

   b. Method used to inform and solicit applications from persons in the housing market area who are not likely to apply without special outreach (i.e., use of community organizations, places of worship, employment centers, etc.); and

   c. Records describing actions taken by the participating entity and/or owner to affirmatively market units and records to assess the results of these actions.

6. The HOME Consortium will assess the affirmative marketing efforts of the owner by comparing predetermined occupancy goals to actual occupancy data that the owner is required to

maintain. Outreach efforts on the part of the owner will also be evaluated by reviewing marketing efforts.

7. The HOME Consortium will assess the efforts of the owners receiving loans during the rent-up and marketing of the units by use of a compliance certification or personal monitoring visits to the project at least annually.

8. Where an owner fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions which the HOME Consortium may deem necessary, up to and including the full repayment of the loan.

EXHIBIT B
BUDGET Fiscal Year 2021-2022

ACTIVITY	CURRENT ALLOCATION	CARRY FORWARD AMOUNT	TOTAL
Program Administration	$6,313.80	$7,455.34	$13,769.14
Community Housing Development Organization	$12,746.57	$125,976.82	$138,723.39
First Time Homebuyer	$63,732.86	$274,033.75	$337,766.61
Total HOME Funded Projects	$82,793.23	$407,465.91	$490,259.14

This Budget includes the City of Cocoa's Fiscal Year 22/23 HOME Program allocation of $82,793.23, $407,465.91 carry-forward funds and $68,356.94 program income (included in the carry-forward amount for First Time Homebuyer Program) as of September 30, 2022. Any program income received throughout the year will be utilized in accordance with Section VI. Program Income, for a total of $490,259.14.

EXHIBIT C
ENCUMBRANCE SCHEDULE

ACTIVITY	Beginning Balance	1st Quarter Goal	2nd Quarter Goal	3rd Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	$13,769.14	$3,442.28	$3,442.28	$3,442.28	$3,442.30	$0
Community Housing Development Organization Set- Aside	$138,723.39	$86,491.43	$52,231.96	$0	$0	$0
First Time Homebuyer	$337,766.61	$84,441.65	$84,441.65	$84,441.65	$84,441.66	$0

The encumbrance schedule is not based on total funding, but an estimated amount of funds to be encumbered this fiscal year.

EXHIBIT D
EXPENDITURE SCHEDULE

ACTIVITY	Beginning Balance	1st Quarter Goal	2nd Quarter Goal	3rd Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	$13,769.14	$3,442.28	$3,442.28	$3,442.28	$3,442.30	$0
Community Housing Development Organization Set- Aside	$138,723.39	$86,491.43	$52,231.96	$0	$0	$0
First Time Homebuyer	$337,766.61	$84,441.65	$84,441.65	$84,441.65	$84,441.66	$0

The expenditure schedule is not based on total funding, but estimated amount of funds to be expended this fiscal year.

EXHIBIT E
QUARTERLY PROGRESS REPORT

Period Covered: _____ to _____
Date Submitted: _____

A. **Project Information:**

Agency: City of Cocoa

Person Preparing the Report: _____

B. **Project Cost**

Activity	Estimated Expenditure	Actual Expenditure	% Expended	% Project Completion	Compliant with Encumbrance Schedule (Y/N)	Compliant with Expenditure Schedule (Y/N)

***If non-compliant with Encumbrance Schedule or Expenditure Schedule, please provide an explanation for corrective action.**

C. **Program Income (Attach your current program income log).**

Program Income/Recapture: _____
Source of Program Income/Recapture: _____

D. **Describe success or problems with meeting Goals (Attach Additional Sheets if Necessary):**

_____

_____

E. **Please specify total number of persons or households (as applicable) assisted/served this quarter.**

Households	Persons	Low to Moderate Income	Low Income	White/Non-Hispanic	American Indian or Alaskan Native	Hispanic	Asian Pacific Islander	Female Headed Household

EXHIBIT F
HOME PROGRAM REIMBURSEMENT & DRAW REQUEST

City of Cocoa

Date: _____

Request #: _____

Attached is documentation for _____ request number _____ for the reimbursement of HOME Program Expenditures described below:

Administrative Expenses:

Activity Year	Activity Number	Activity Description	Activity Address	Activity Funding Amount	Activity Total of Prior Draw	Activity Balance	Total Amount Expended	Program Income Used	Reimbursement Due from The County	Final Draw Y/N	Comments

Please provide a copy of the signed contract for each new subrecipient agreement.

_____
Signature/Date

EXHIBIT G
PROGRAM INCOME LOG

Period Covered: _____

Agency Name: _____

Balance Forward: _____

Date Received	Date Deposited	Amount Received	Amount Used	Amount Available

_____ _____

Signature **Date**

Legislation Details (With Text)

File #:	23-313	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/5/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve a Resolution to Waive Competitive Bidding, and to approve the Service Agreement with Pride Enterprises for various repairs to the Fire Blast Training Trailer. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution to Waive Competitive Bid repairs to fire blast trailer.pdf City of Cocoa Fire Blast Trailer ICN.11322.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 5, 2023
Agenda Date: May 23, 2023
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Requested Action:
Approve a Resolution to Waive Competitive Bidding, and to approve the Service Agreement with Pride Enterprises for various repairs to the Fire Blast Training Trailer.

BACKGROUND:

On April 7, 2022, the City of Cocoa Fire Department acquired a 2005 Universal FireBlast Fire Training Trailer (VIN-1U9SV53215S078204) from the City of Punta Gorda, Florida. The trailer and all the associated training equipment were donated to Cocoa Fire Department.

The trailer needs a number of repairs, including exterior body work, repainting, and refabricating of roof mounted training aids. Pride Enterprises has an extensive background in this specific line of work and has the appropriate equipment to complete this work. Pride Enterprises has provided a cost of $47,587.77 to complete this work.

Pride Enterprises is a Florida state public entity incorporated under the Office of Program Policy Analysis and Government Accountability (OPPAGA). Prison Rehabilitative Industries and Diversified Enterprises, Inc., doing business as PRIDE Enterprises, is an inmate training company operating 37 work training programs located in 17 state correctional facilities in Florida. In addition to vocational work programs that teach job skills and successful job behaviors to inmate workers, PRIDE provides post-release transition services including job referrals and other basic support services that prepare and assist ex-offenders in their successful reintegration into society. PRIDE operates as a not-for-

profit corporation, with board oversight, to fulfill four missions defined by Florida Statutes.

STRATEGIC PLAN CONNECTION:

Enhance community disaster preparedness initiatives.

BUDGETARY IMPACT:

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

Amount Requested	$47,588
Account Number	130-2201-522.6400_
Account Name	ARPA Capital Equipment (AR22TT)_

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
__X__ Grant Source:_AR22TT
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution to Waive Competitive Bidding, and to approve the Service Agreement with Pride Enterprises for various repairs to the Fire Blast Training Trailer.

RESOLUTION NO. 2023-055

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 23rd day of May, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2023-055

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, to perform services related to the outer trailer body repairs, roof, painting of exterior and fabricating repair of roof mounted fire props of a 2005 53ft Universal Fire Blast 5th wheel trailer for use as a Cocoa Fire Department live fire training. The work will be performed by Prison Rehabilitative Industries and Diversified Enterprises, Inc., doing business as PRIDE Enterprises, which is an inmate training company operating 37 work training programs located in 17 state correctional facilities in Florida. Pride Enterprises is a Florida state public entity incorporated under the Office of Program Policy Analysis and Government Accountability (OPPAGA). PRIDE operates as a not-for-profit corporation, with board oversight, to fulfill four missions defined by Florida statues.

Supporting documentation has been provided toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

PRIDE ENTERPRISES HEAVY VEHICLE RENOVATION
3950 TIGER BAY ROAD
DAYTONA BEACH, FLORIDA 32124
813.890.6577
mbishop@pride-enterprises.org

CONTRACT FOR GOODS AND SERVICES
INTERNAL CONTRACT NO. 11322
Fire Blast Trailer – Refurbish

Customer:	**City of Cocoa**	Agent:	Tony Jones
Address:	301 Shearer Blvd.	Phone:	321.433.8766
	Cocoa, FL 32922	Email:	tjones@cocoafl.org

GENERAL PROVISIONS

This contract constitutes the entirety of the work to be completed and supersedes all previously issued contracts, revisions, addendums, and verbal agreements. Goods and services not listed in this contract will not be provided unless and until agreed upon in writing by the parties in an addendum contract.
Due to current volatile prices on parts, materials, equipment, and vehicles, this contract is only valid for **ten (10) days** from the date of execution indicated by the signature date of the PRIDE HVR Manager below.
PRIDE HVR makes no guarantees, expressed or implied, as to the completion and delivery dates of contracted projects. As such, completion and delivery dates are estimates only and subject to change. Completion and delivery dates are dependent upon vendor availability and production scheduling of new vehicles, equipment, parts, and other required materials, institutional and other matters beyond PRIDE HVR's control, and unexpected complications in the fabrication, renovation, or customization process. New buses, box trucks, and other heavy vehicles have extensive manufacturer lead times – typically 12 to 16 weeks before delivery to PRIDE HVR for customization – and are not ordered until a signed contract and deposit are obtained from our customer. Emergency vehicle projects take precedence in scheduling which may also affect the completion and delivery dates of commercial projects.

Estimated Date of New Vehicle Delivery to PRIDE HVR from Manufacturer: N/A
Estimated Date of Project Completion: 12 – 16 weeks

Pursuant to Florida State Statute 287.042, state government agencies are exempt from the competitive sealed bid requirements when doing business with PRIDE HVR.

SCOPE

Customer will deliver one (1) 52' Fire Blast Trailer to the PRIDE HVR facility in Daytona Beach, Florida for refurbishment. PRIDE HVR will provide the goods and/or services specified below.

SPECIFICATIONS

1.0 PAINT AND BODY

- **1.1** Removable Items - Brackets, compartment doors, door hinges, emergency equipment, and trim items will be removed to ensure paint behind all mounted items.
- **1.2** Chemical Cleaning and Treatment - all surfaces to be painted will be cleaned to remove dirt, oil, grease, and oxides to ensure the subsequent coatings bond properly.
- **1.3** Manual Surface Preparation - All surfaces to be painted will be thoroughly sanded and prepped to ensure proper coating adhesion. Minor surface imperfections will be removed or filled, then sanded smooth.
- **1.4** Repair and/or Replace any Aluminum sheeting and supporting wood structure on trailer siding.

1.5 Paint – PPG Essentials Single Stage paint will be applied to ensure a durable low maintenance and long-lasting finish.

- 1.5.1 The exterior of the trailer will be painted **RED** similar to existing color.
- 1.5.2 The safety railing, access ladder and winch structure will be painted **YELLOW** similar to existing color.
- 1.5.3 The existing steel diamond plate flooring will be painted **BLACK.**
- 1.5.4 Apply **BLACK** rubberized undercoating underneath tongue area of the trailer.

1.6 Repair/Replace two (2) metal doors on retractable stairway structure.

1.7 Repair/Replace exterior aluminum skin and plywood sub-walls as needed.

1.8 Replace all exterior aluminum doors, not including rear trailer doors.

1.9 Apply Cool Seal to roof of retractable stairwell structure.

1.10 Polish all aluminum diamond plate panels and unpainted metal surfaces.

2.0 Hydraulic Systems

2.1 Hydraulic systems and components will be physically inspected/tested and recommendations for repair/replacement will be made in an addendum.

3.0 Mechanical Room

3.1 Replace interior wood ceiling panels and insulation.

3.2 Replace Corrugated Metal and Shingles on training platform.

4.0 Power/Electrical System

4.1 Power and Electrical systems and components will be physically inspected/tested and recommendations for repair/replacement will be made in an addendum.

5.0 Graphics

5.1 Custom graphics packages and full vehicle wraps are available, but not included in this contract. Customer to provide all artwork and design proofs prior to quote. If requested, this service will be outlined in an addendum.

6.0 SUPPORT, INSPECTIONS, WARRANTY, MISC.

6.1 Initial Inspection - A comprehensive inspection will be completed upon receipt of the vehicle. Irregularities and concerns will be documented and communicated to customer.

6.2 Project Management Reviews "PMR" - A pre-construction meeting shall be conducted telephonically or at the PRIDE HVR facility in Daytona Beach, Florida. Additional PMRs will be scheduled as needed.

6.3 Quality Assurance Inspection - A final inspection shall be completed prior to delivery of the finished product.

6.4 Equipment Operational Manuals - Manufacturer operational manuals for systems and equipment installed by PRIDE HVR will be provided to the customer at the time of delivery.

6.5 Training - Training on vehicle systems and equipment installed or modified by PRIDE HVR will be conducted at the PRIDE HVR facility in Daytona Beach, Florida at the time of delivery. Technical support on pre-existing vehicle systems and equipment will be referred to the original manufacturer or installer.

6.6 Warranty - PRIDE HVR warrants the vehicle against defects in workmanship for a period of one (1) year. Parts and materials per existing manufacturer's warranty. Original Equipment Manufacturer (OEM) vehicle and equipment warranties shall be provided by the OEM.

CONSIDERATION

In consideration for the goods and services outlined above, Customer agrees to pay PRIDE HVR:

TOTAL: $ 47,587.77

CUSTOMER AGREEMENTS

Terms are **NET THIRTY (30)** from the date of invoice.

Sometimes, worn, broken, or damaged parts or materials are obscured or not evident upon initial evaluation. This contract is based on PRIDE HVR's assessment of project details provided by Customer (typically photographs) prior to the creation of the contact. Therefore, Customer agrees that this contract does not cover additional costs or repairing or replacing latent damages or defects only discoverable after work has been started. As such, quotes on parts, labor, and services are current, but subject to change.

Customer agrees that equipment, parts, materials, appliances, hardware, etc. removed during the renovation process will be discarded unless otherwise specified in writing by Customer prior to completion of work.

The removal of windshields, back glass, quarter glass, and reveal molding carries the inherent risk of breakage. Customer agrees to hold harmless PRIDE HVR for glass breakage during the removal process – if applicable – and acknowledges that liability for breakage, and additional costs of replacement, rests solely with Customer if this service is requested.

PRIDE Enterprises has extended sovereign immunity under section 946.5026 and 768.28, Florida Statutes, and, therefore, as a matter of Florida law, cannot agree to any indemnification or hold harmless clauses in any contract with a private company or individual. In addition, the state of Florida will not allow an additional insured on PRIDE's coverages, nor will the State include a waiver of subrogation in favor of any private company or individual.

PRIDE HVR is a "secured" facility that does not permit any type of communications equipment, firearms, or weapons on the premises. Customer agrees to remove everything, up to and including, all communications equipment, firearms, and weapons from the vehicle(s) prior to transfer to PRIDE HVR. PRIDE HVR is not responsible for property left in vehicle(s) and such items may be discarded upon entry in the secured facility.

By signing below or by submitting any written or electronic authorization, payment, deposit, or purchase order, Customer authorizes PRIDE HVR to perform the scope of work specified herein and agrees to abide by and be bound to the terms and conditions above. PRIDE HVR's commencement of work shall not constitute acceptance of any additional or different terms and conditions proposed by Customer not previously agreed to in writing, and PRIDE HVR's failure to object to provisions contained in any document generated by Customer shall not be construed as a waiver by PRIDE HVR of PRIDE HVR's terms and conditions or an acceptance of any terms and conditions of Customer not previously agreed to in writing, which are hereby rejected by PRIDE HVR.

Signature of Customer (or Authorized Agent): _____ Date: _____

Signature of PRIDE HVR Manager: _____ Date: 2-2-23

Legislation Details (With Text)

File #:	23-315	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	5/11/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve an increase to the headcount for two Firefighter Trainee positions and fund the training costs for Law Enforcement, Fire, and Emergency Medical Technician (EMT) Academies for four Cocoa High students. The funding source was approved via Resolution #2023-019 and BAF#23-051-A. Approval to modify the FY2023 pay plan. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	FY 2023 Pay Grades and Pay Plan (DRAFT 5-23-2023).pdf EFSC Tuition and Fee Costs.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2023
Agenda Date: May 23, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve an increase to the headcount for two Firefighter Trainee positions and fund the training costs for Law Enforcement, Fire, and Emergency Medical Technician (EMT) Academies for four Cocoa High students. The funding source was approved via Resolution #2023-019 and BAF#23-051-A. Approval to modify the FY2023 pay plan.

BACKGROUND:

At the City Council's Priorities Workshop on March 20, 2023, City Council approved assignment of Fund Balance to fund a Police and Fire High School recruitment and retention program. A new recruitment campaign was created with Cocoa High School applications were open to all Class of 2023 Cocoa High graduating seniors for the sponsorships for two Police Officer and two Firefighter/EMT academies.

The City currently has an existing Police Officer Trainee program where the City pays an hourly rate to an officer in training for the Law Enforcement Academy. We are now expanding this program to add a Firefighter Trainee position. In both trainee programs, the City will employee the trainee while they attend the academies at Eastern Florida State College (EFSC). During any breaks in school or campus closure, the student will work at the police or fire station with assigned duties.

The Law Enforcement Academy for the graduating seniors will begin in either July or October 2023 depending on the background and initial enrollment process. The Firefighter and EMT Academies are offered every semester and the student may complete the two academies in any order with one academy beginning August 2023 and the second academy beginning January 2024. The students will be promoted to Police Officer and Firefighter/EMT after achieving the state certificates and becoming fully qualified. Attached is an estimate of each EFSC public safety program. The estimated cost for the four academy sponsorships is a total of $19,000. This is an estimate based on the variable costs of related fees for EFSC. The City has entered into a direct bill agreement with EFSC to pay the fess directly on behalf of the sponsored students.

Additionally, Staff is requesting to change the pay grade of the Customer Service Technician from GH5 to GH6 based on market analysis and will allow for internal growth in the division.

STRATEGIC PLAN CONNECTION:

Employees- Adding the position of Firefighter Trainee will help improve the recruitment and retention efforts in the Fire Department. Sponsoring the students at Cocoa High will harness local Cocoa resident talent.

BUDGETARY IMPACT:

Budgeted Yes

On 3/6/23 City Council Approve assignment of fund balance for this program, (Agenda #23-175 and Resolution # 2023-019). The funding for this program was coded to General Fund Contingency (Project #AFBP22) until costs were better known, and City Council also gave authority to the City Manager move the funds from Contingency Account, to the appropriate general ledger expense accounts as they became known.

PREVIOUS ACTION:

At the Regular City Council Meeting on April 25, 2023, City Council approved a modified pay plan for LIUNA based on a Memorandum of Understanding with the union.

RECOMMENDED MOTION:

Approve an increase to the headcount for two Firefighter Trainee positions and fund the training costs for Law Enforcement, Fire, and Emergency Medical Technician (EMT) Academies for four Cocoa High students. The funding source was approved via Resolution #2023-019 and BAF#23-051-A. Approval to modify the FY2023 pay plan.

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Police Dispatch Part-Time - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
PN1	$16.57	$27.27	$ 24,987.56	$ 41,123.16	Dispatcher/Communications Officer P/T

** Annual rates are divisible by 1508

PBA - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
PU6	$16.57	$27.27	$ 34,465.60	$ 56,721.60	Dispatcher/Communications Officer
PU9	$21.67	$33.90	$ 45,073.60	$ 70,512.00	Police Officer
PU12	$28.89	$44.77	$ 60,091.20	$ 93,121.60	Police Sergeant

** Annual rates are divisible by 2080

Police Lieutenant - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
PL1	$36.83	$54.31	$ 76,606.40	$ 112,964.80	Police Lieutenant

** Annual rates are divisible by 2080

IAFF - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
FU8	$14.66	$25.50	$ 38,116.00	$ 66,300.00	Firefighter/EMT
FU9	$17.88	$26.77	$ 46,488.00	$ 69,602.00	Driver/Operators
FU12	$22.29	$31.85	$ 57,954.00	$ 82,810.00	Fire Lieutenant/EMT

** Annual rates are divisible by 2600

Fire District Chief "TU" - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
TU1	$28.75	$42.29	$ 74,750.00	$ 109,954.00	District Fire Chief

** Annual rates are divisible by 2600

LIUNA - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
1	$12.50	$20.00	$ 26,000.00	$ 41,600.00	
2	$13.50	$21.60	$ 28,080.00	$ 44,928.00	
3	$14.58	$23.33	$ 30,326.40	$ 48,526.40	Custodial Worker
4	$15.75	$25.20	$ 32,760.00	$ 52,416.00	Stock Clerk
5	$17.01	$27.22	$ 35,380.80	$ 56,617.60	Apprentice Electrician Customer Service Representative Maintenance Worker I Meter Reader Meter Technician Senior Stock Clerk Utility Field Service Representative
6	$18.37	$29.40	$ 38,209.60	$ 61,152.00	Back-Flow Technician Electrician I Maintenance Worker II Mechanic I Utility Line Locator Utility Mechanic I Valve Operator
7	$19.84	$31.75	$ 41,267.20	$ 66,040.00	Heavy Equipment Operator Industrial Electrician I Sludge Equipment Operator
8	$21.43	$34.29	$ 44,574.40	$ 71,323.20	Apprentice Operator Crewleader Environmental Analyst I Fleet Technician II Maintance Worker III Mechanic II Senior Back-Flow Technician Utility Mechanic II
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Certified Operator C Lead Certified Operator C License Electrician II
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Certified Operator B Lead Certified Operator B License Industrial Electrician II Instrumentation Technician
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Certified Operator A Lead Certified Operator A License Environmental Analyst II

** Annual rates are divisible by 2080

General - NonExempt "GH" (Hourly) - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
1	$12.50	$20.00	$ 26,000.00	$ 41,600.00	
2	$13.50	$21.60	$ 28,080.00	$ 44,928.00	School Crossing Guard (Part Time)
3	$14.58	$23.33	$ 30,326.40	$ 48,526.40	Facilities Attendant Firefighter Trainee
4	$15.75	$25.20	$ 32,760.00	$ 52,416.00	Administrative Assistant Community Services Technician Engineering Intern Human Resources Intern (Temporary PT) Police Records Clerk Receptionist Recording Secretary Records Technician
5	$17.01	$27.22	$ 35,380.80	$ 56,617.60	Accounts Payable Clerk Administrative Secretary Engineering Representative License/Permit Technician Office Assistant Utility Billing Clerk
6	$18.37	$29.40	$ 38,209.60	$ 61,152.00	Booking Officer-PT Contract Technician Customer Service Technician Senior Accounts Payable Clerk Victims Advocate
7	$19.84	$31.75	$ 41,267.20	$ 66,040.00	Code Enforcement Officer Environmental Control Coordinator Field Inspector Field Operations Technician Field Service Inventory Technician Help Desktop Support Technician Police Evidence Technician Police Officer Trainee Senior Customer Service Representative Senior Field Service Representative Senior Utilities Field Service Representative UT Administrative Technician Utility Accounting Technician Water Plant Technician
8	$21.43	$34.29	$ 44,574.40	$ 71,323.20	Code Enforcement Coordinator Crime Scene Technician Field Inspector II Human Resources Technician
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Asset Management Coordinator Assistant City Clerk Criminal Intelligence Analyst Development Coordinator Executive Secretary Fire Inspector Housing Program Coordinator Junior Staff Accountant Jr. Buyer & Contract Specialist

General - NonExempt "GH" (Hourly) - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
					Leisure Services Coordinator Payroll Specialist Utilities Administrative Coordinator Utilities GIS/CAD Technician
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Grounds Maintenance Supervisor Leisure Services Supervisor Park & Right of Way Supervisor Plans Examiner Supervisor II
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Building Inspector SCADA Analyst I Supervisor III
12	$29.15	$46.65	$ 60,632.00	$ 97,032.00	Electrical Maintenance Supervisor SCADA Analyst II

** Annual rates are divisible by 2080

General - Exempt "GE" (Salary) - Open Range Plan

	Hourly		Annually		
Level	Minimum	Maximum	Minimum	Maximum	Positions
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Conservation & Public Relations Officer Redevelopment Coordinator Victim Advocate Coordinator
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Grant Writer-Economic Development Specialist Jr. Network Administrator Jr. Systems Administrator Planner Public Information Coordinator Systems Analyst Utilities GIS Coordinator
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Customer Service Supervisor Economic Development Specialist Field Services Supervisor GIS Analyst Human Resources Coordinator Inspection Supervisor Senior Buyer & Contracts Agent Staff Accountant Staff Accountant - Bank/Treasury Staff Accountant - Grant Support Service Supervisor Systems Administrator Utility Billing Supervisor
12	$29.15	$46.65	$ 60,632.00	$ 97,032.00	Accounting Supervisor Asst. Fire Marshal Assistant Sewer Field Operations Manager Assistant to the Building Official/Building Inspector Assistant Water Field Operations Manager Chief of Maintenance Chief Operator Chief Operator Wastewater GIS Administrator Public Information Officer Safety & Risk Program Manager Senior Budget Analyst Senior Staff Accountant
13	$31.48	$50.38	$ 65,478.40	$ 104,790.40	Code Enforcement Manager Engineering Supervisor Leisure Services Manager Parks, Project & ROW Manager Utilities Associate Engineer I Water Quality Laboratory Manager
14	$34.00	$54.41	$ 70,720.00	$ 113,172.80	Accounting Manager Assistant to the CM / Public Information Officer Facilities Manager Fleet Manager Human Resources Manager Police Lieutenant (IA)

General - Exempt "GE" (Salary) - Open Range Plan

	Hourly		Annually		
Level	**Minimum**	**Maximum**	**Minimum**	**Maximum**	**Positions**
					Purchasing/Contract Manager Senior Network & Security Administrator Streets/Stormwater Manager Systems & Support Manager Utilities Associate Engineer II Utility Customer Service Manager Utility Support Service Manager
15	$36.72	$58.76	$ 76,377.60	$ 122,220.80	City Clerk Field Operations Manager Superintendent Utilities Associate Engineer III Water Treatment Manager
16	$39.66	$63.46	$ 82,492.80	$ 131,996.80	Assistant City Engineer Assistant Fire Chief Assistant Utilities Director Building Official Deputy Finance Director Police Commander Utilities Senior Engineer
17	$45.61	$72.98	$ 94,868.80	$ 151,798.40	Administrative Services Director Chief Technology Officer Comm & Eco Dev Director Community Services Director Engineering Division Manager Finance Director Fire Chief Police Chief Public Works Director/City Engineer
18	$52.45	$83.93	$ 109,096.00	$ 174,574.40	Asst City Manager for Performance & Strategic Initiatives Deputy Director Utilities
19	$60.32	$96.52	$ 125,465.60	$ 200,761.60	Utilities Director

** Annual rates are divisible by 2080
** Frozen positions are shown lined

EFSC Law Enforcement Academy Program Estimated Costs		
Category	**Cost**	
LEA Tuition (770 Clock Hours)	$	1,971.20
LEA Assessment Process (covers all testing)	$	500.00
Lab Fees	$	578.80
EFSC Registration Fee	$	30.00
*Books & Curriculum	$	241.00
Uniforms	$	535.00
Fingerprint Fee	$	65.00
Graduation Fee	$	20.00
** ESTIMATED TOTAL COST	$	3,941.00

as of May 2023

EFSC Firefighter Program Estimated Costs	
Category	**Cost**
Firefighter I (191 Clock Hours)	$ 488.96
Firefighter II (301 Clock Hours)	$ 770.56
Lab Fees Firefighter I	$ 340.00
Lab Fees Firefighter II	$ 445.00
EFSC Application Fee	$ 30.00
PSI Application Fee	$ 25.00
*Books	$ 150.00
Uniforms	$ 200.00
Liability/Accident Insurance	$ 26.50
Fingerprint Fee	$ 65.00
** Florida Application Fee	$ 30.00
Graduation Fee	$ 20.00
*** ESTIMATED TOTAL COST	$ 2,591.02
+ Bunker Gear Rental	Varies

EFSC EMT Program Estimated Costs	
Category	**Cost**
Tuition: 12 credit hours at $104 per credit hour	$1,248.00
EMT Course Fees (Lab, Clinical, Accident/Liability Insurance)	$ 155.50
Graduation Fee	$ 20.00
*Books	$ 431.00
Internet Fee	$ 10.00
Parking Permit	$ 42.00
Uniforms	$ 240.00
Boots ($44-100)	$ 44.00
Physical	$ 70.00
Background Check & Drug Screen	$ 200.00
EFSC Application Fee	$ 30.00
PSI Application Fee	$ 25.00
** Florida EMT Certification Application Fee	$ 35.00
Exam Fee to NREMT	$ 80.00
*** ESTIMATED TOTAL COST	$2,630.50

as of February 2023

Legislation Details (With Text)

File #:	23-328	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	5/17/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Accept the Award of the Florida Local Government Cybersecurity Grant, a State of Florida funded grant, for cybersecurity services and platforms and authorize the City Manager to execute the grant agreement between the City of Cocoa and the State of Florida Department of Management Services and approve Budget Amendment # 23-079-A-IT. The contents of this grant award are confidential and not for public release per F.S. 119.0725. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-079-A-IT Cybersecurity Grant (5-23-23) Agenda 23-328.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 17, 2023
Agenda Date: May 23, 2023
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Accept the Award of the Florida Local Government Cybersecurity Grant, a State of Florida funded grant, for cybersecurity services and platforms and authorize the City Manager to execute the grant agreement between the City of Cocoa and the State of Florida Department of Management Services and approve Budget Amendment # 23-079-A-IT. The contents of this grant award are confidential and not for public release per F.S. 119.0725.

BACKGROUND:

The City of Cocoa's Chief Technology Officer previously submitted a formal application for enhanced cybersecurity services and technical capabilities through the Florida Local Government Cybersecurity Grant program. The Florida Local Government Cybersecurity Grant is a competitive grant program to provide cybersecurity technical services and capabilities to Florida's local governments to improve their cybersecurity posture and resiliency. The Florida Digital Service (FL[DS]), a division of the State of Florida Department of Management Services, had $30 million available for fiscal year 2022-2023 for purchasing and providing the solutions offered in the grant. All licenses and services will be provided by FL[DS] at no cost to the City of Cocoa. While this is not a monetary award, the annual value of these services and capabilities is estimated to be approximately $150,000.

The Florida Local Government Cybersecurity Grant is designed to be distributed annually, with a clear emphasis placed on renewing the annual licensing for previous recipients before considering

new grant applications. While this grant provides substantial support, it's crucial to acknowledge the potential for future years not receiving funding. Should this occur, the City would need to make a strategic decision whether to assume the costs to maintain these platforms and services or choose to discontinue them.

Budget Amendment # 23-079-A-IT has been prepared for grant tracking purposes as there is no cost to the City at this time.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	No

All licenses and services will be procured and provided by FL[DS].

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Accept the Award of the Florida Local Government Cybersecurity Grant, a State of Florida funded grant, for cybersecurity services and platforms and authorize the City Manager to execute the grant agreement between the City of Cocoa and the State of Florida Department of Management Services and approve Budget Amendment # 23-079-A-IT. The contents of this grant award are confidential and not for public release per F.S. 119.0725.

RESOLUTION NO. 2023-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular meeting assembled on the 23rd day of May, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

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Legislation Details (With Text)

File #:	23-286	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	4/28/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve the Final Ranking of the Short-Listed Firms for RFQ Q-23-13-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RFQ_Q-23-13-COC__Engineering_Services.pdf Q-23-13-COC Evaluation Results.pdf CocoaEngSvcsWWColl-Treatment-Qual0423-Carollo.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 28, 2023
Agenda Date: May 23, 2023
Prepared By: John Perrin, P.E., Senior Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Final Ranking of the Short-Listed Firms for RFQ Q-23-13-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm.

BACKGROUND:

On April 11, 2023 the City of Cocoa conducted a proposal opening for RFQ Q-23-13-COC. A total of three (3) proposals were received from interested firms. A publicly noticed Selection Committee meeting to score, rank and select the top-three firms was held on April 26, 2023, at 11:00 a.m. at City Hall. Each committee member confirmed their individual scoring submission and the committee approved the final ranking of the responses. The top three firms are as follows:

1. Carollo Engineers, Inc. - Average Score 93.84
2. Halff Associates, Inc. - Average Score 86.50
3. CivilSurv Design Group, Inc. - Average Score 65.51

The Utilities Department has a need for engineering services for the Sellers Water Reclamation Facility as well as the Collections System, including tasks such as design and permitting services,

procurement and engineering construction services, SCADA and telemetry support and integration, master planning and capital planning, hydraulic modeling, and other related professional services. The negotiated contract will have a three-year term with two optional two-year renewals.

Staff is requesting Council approval of the final ranking and authorization for the City Manager and City Attorney to negotiate a contract with Carollo Engineers, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve the Final Ranking of the Short-Listed Firms for RFQ Q-23-13-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm.

REQUEST FOR QUALIFICATIONS (RFQ)

City of Cocoa, Florida
ENGINEERING SERVICES
FOR
WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS

BID NO. Q-23-13-COC

Published Wednesday, February 22, 2023

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CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

1. INTRODUCTION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications from qualified engineering firms in the state of Florida to provide the City with assistance regarding the anticipated design, permitting, and construction projects for the Wastewater System. The City's objective is to select one engineering firm (also referred to herein as "Consultant") to serve as the engineering firm that will be required to assist the City in design, permitting, and any other engineering related services for the Wastewater System.

The City reserves the right, at its sole discretion, to select among the Respondents of this RFQ, or through other bidding procedures, other engineering/consulting firms to handle identified Wastewater System projects if the City deems it in the City's best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act (CCNA) process as mandated in F.S.287.055 and the City of Cocoa Purchasing Policy.

RFQ DUE DATE & TIME: Tuesday, April 11, 2023. Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 3:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining the time that packages are received and for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope or package. Respondent shall mark response envelope: **RFQ No. Q-23-13-COC ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS.** Respondent's name and return address must be clearly identified on the outside of the envelope.

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-VIII. Submittal requirements are further detailed in part 8 of this RFQ. Each section will be separated using divider tabs and bound. Three (3) additional paper copies are to be provided along with a USB drive containing a complete electronic copy of the submittal in pdf format must also be included.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The RFQ and any Addendums are available online using the Vendorlink bidding platform at https://www.myvendorlink.com/. Users will be required to sign up for a free account in order to access the solicitation material.

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Brian Dale, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833 or purchasing@cocoafl.gov. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Brian Dale, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via e-mail to purchasing@cocoafl.gov. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response. **The deadline for questions is Wednesday, March 15, 2023 at 5:00pm.**

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

2. STANDARD TERMS & CONDITIONS

1.1. ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the Respondent only intends to respond for the contract in its entirety.

1.2. ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the Contract.

1.3. AWARD - Award shall be generally made to the engineering firms that demonstrate technical capability while most closely meeting the City's needs according to the evaluation criteria and factors designated in the solicitation and under the CCNA. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondent(s) negotiating acceptable terms under an Engineering Services Contract. **While not included as part of the ranking of Respondent(s) in the CCNA process**, **Respondents are hereby notified that should a Respondent be selected to negotiate a Contract with the City, the City will be paying significant attention to cost of services being offered. The successful Respondents shall be**

those that are not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place. If the City pursues competitive negotiations with your firm and the City can not agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a Contract or rejected all of the proposals at its sole discretion.

2.1. OTHER AGENCIES – All Bidder(s) awarded contracts as a result of this RFQ may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

2.2. CONFLICT OF INTEREST - The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or Contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or Contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

2.3. CONSULTANT'S PROJECT MANAGER AND PROJECT ENGINEER – The Consultant will designate a Project Manager and Project Engineer in their submittal response to the RFQ. Both of these positions shall be qualified licensed professional engineers in the State of Florida. The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of Services to be performed under this Contract. The Project Engineer shall be the lead technical resource on the assigned projects responsible for technical elements of the design and quality control. Replacement (including reassignment) of said Project Manager or Project Engineer shall not be made without the prior written approval by the City.

2.4. DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

2.5. DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a Consultant, supplier, sub-consultant, or consultant under any Contract with any public entity, and may not transact business with any public entity.

2.6. ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's qualifications and ability to fulfill the requirements of the RFQ.

2.7. F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

2.8. INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

2.9. INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

2.10. INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential Respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

2.11. NON-DISCRIMINATION - The successful Respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

2.12. PATENTS AND COPYRIGHTS - The Respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements. Also, the City and any Federal awarding agency funding any part of the Contract with the successful Respondent reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City and Federal Government purposes the copyright in any work developed under the Contract any rights of copyright that the Respondent has purchased ownership with funding from the Contract. In addition, with respect to any discovery or invention which arises or is developed in the course of or under any Contract with the City, the City shall retain ownership rights to any patent based on such discovery or invention unless otherwise agreed to by the City's City Council.

2.13. PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established Contract prices. Invoicing in variance with this will subject the Contract to cancellation. The City shall make payment to the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Consultant when requested to do so by the using City department. Unless otherwise directed in the Contract for services, **all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.**

NOTE:ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

2.14. PUBLIC ENTITY CRIMES - As required by section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or

consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

2.15. PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes (The Public Records Law). Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFQ response and under any awarded Contract shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City (and if any part of any Contract awarded under this RFQ is funded by the Federal government, the Federal Grantor agency, the Comptroller General of the United States), or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any Contract awarded under this RFQ for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes final payment under the Contract awarded under this RFQ and all other pending matters are closed by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

2.16. TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.

2.17. TERMINATION FOR CAUSE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall be subject to termination in the event that the Respondent breaches the Contract, or Respondent fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Respondent is declared bankrupt or insolvent, or Respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the Respondent, terminate the right of the Respondent to proceed under the Contract, and may hold the Respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Respondent under the Contract shall, at the option of the City, become the City's property and the Respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Respondent, and the City may withhold

any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Respondent can be determined.

2.18. TERMINATION FOR CONVENIENCE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the Contract by giving written notice to the Respondent thirty (30) days prior to the effective date of such cancellation.

2.19. TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

2.20. TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any Respondent, they will only be considered trade secrets in accordance with Florida law. Respondent must mark any trade secret information submitted to the City as Confidential prior to such submittal. If a Respondent fails to submit a claim of trade secrets to the City before obtaining the City's Contract, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (section 119.01, Florida Statutes).

3. SPECIAL CONDITIONS

3.1. ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective Respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Vendorlinkathttps://www.myvendorlink.com/. Respondents are responsible to check this location for updates.

3.2. COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

3.3. INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent (Consultant) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of Contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant shall indemnify, hold harmless and defend the City of Cocoa and its elected and appointed officers, agents, officials, attorneys, representatives and

employees (hereinafter the "City") from and against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to reasonable attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agent(s), vendors, representatives, servants, employees, or other persons employed or utilized by the Engineer in the execution, performance or non- performance or failure to adequately perform Consultant's obligations pursuant to this RFQ and any subsequent contract, including any Task Order.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification, the Consultant 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."

3.4. LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of Contract award:

"The City desires to enter into this Contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Contract, so that the City's liability for any breach never exceeds the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this Contract with the knowledge that the Respondent's recovery from the City to any action or claim arising from the Contract is limited to a maximum amount of the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 768.28, Florida Statutes. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

3.5. PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental Contract and issuance of an appropriate amendment to the Contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Respondent. The City will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

3.6. REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City

reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

3.7. TERMS: Contracts awarded and entered into under this RFQ shall be contracts for continuing engineering services under which project or task orders will be issued subject to deadlines mutually agreed to by the parties. The term of any Contract will not exceed three (3) years with two (2) two (2) year renewals. However, the City will reserve the right to extend the Contract beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ or as otherwise deemed necessary in the best interests of the City at the City's sole discretion. Selected Consultants will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the consultant.

3.8. TRUTH-IN-NEGOTIATIONS: Pursuant to section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, Florida Statutes for CATEGORY FOUR, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

3.9. PROHIBITION AGAINST CONTINGENT FEES: Each contract entered into by the City for professional services must contain a prohibition against contingent fees, which reads as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For each breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

4. STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and must name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the City **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

4.1. 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 $5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

4.2. 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 $1,000,000.00 and with a deductible not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

4.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa 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.

4.4. 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 in a minimum amount of $3,000,000.00 per occurrence and in the aggregate, with a deductible not greater than $50,000.00.

4.5. 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 or "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 chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

4.6. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

5. GENERAL INFORMATION

The City is requesting Statements of Qualifications (known as "the proposal") from qualified consulting firms in the state of Florida. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ or through other procedures, other engineering/consulting firms to handle component parts of the anticipated utility projects if the City deems it in the City's best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

The engineering firm selected will serve as the City's consultant for its wastewater collection, treatment, and disposal systems including, but not limited to, the services described in the Scope of Services. The selected consultant will enter into a three (3) year Contract with two (2) optional two (2) year renewals with the City if recommended by City staff after successful contract negotiations and approved by City Council in its sole discretion. However, the Consulting Professional Services Agreement shall be subject to termination for convenience by the City. The City reserves the right to select one or more consultants. Once under Contract, the City will award work on a task order basis to the contracted engineering firm. The City reserves the right to award task orders at the City's sole discretion as it deems to be in the City's best interest.

The selected engineering firm will be required to enter into an Engineering Continuing Services Contract in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City, in its sole discretion, to be fair, competitive and reasonable. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the consultant. Respondents are required to list and introduce by resume and during presentations all lead members of their team and there will be specific requirements for the engineering firm's selected project manager and project engineer.

6. SCOPE OF SERVICES

Background:

The City's wastewater and reclaimed water systems serve a population of approximately 19,000 people within the 4,400-acre service area. An average of approximately 2.2 million gallons per day (MGD) of wastewater is generated in the service area, collected in approximately 74 miles of gravity sewer and 50 miles of force mains, and pumped by 57 publicly-owned lift stations to the Jerry Sellers Water Reclamation Facility (WRF), which is a biological nutrient removal facility with tertiary treatment. Reclaimed water produced at the WRF is stored on-site in two 1.5-million-gallon (MG) ground storage tanks (GST), one 5-MG GST, and is distributed through approximately 80 miles of reclaimed water mains including an off-site elevated storage tank. The City has multiple methods to provide supplemental reclaimed water during dry periods, or reject excess reclaimed water during wet weather events.

Scope:

The selected engineering firm may be asked to perform any engineering services related to the wastewater system. The engineering services that are required shall include, but are not limited to, the following:

1. Engineering evaluation and design of reclaimed and wastewater piping (including yard piping and collection system piping), pump stations (including lift stations and plant pump stations), coatings (including piping and structures), internal and external piping condition assessment, disposal methods, supplemental wells, biosolids disposal, electrical components, treatment facility components and processes with significant focus on modifications, refurbishments, maintenance, expansions, structural analyses, and other treatment facility improvements. Professional services may require the need for the following engineering disciplines: civil, environmental, mechanical, structural, electrical, instrumentation and controls, and others.
2. Design Services
    a. 30 percent design completion submittals
    b. 60 percent design completion submittals
    c. 90/100 percent design completion submittals
    d. Value engineering and coordination with Construction Managers at Risk (CMARs)
3. Bidding and Procurement Support Services
4. Construction Phase Services
    a. Engineering Services during construction such as shop drawing review, responses to requests for information, and progress meeting management, coordination with CMARs
    b. Periodic site visits
    c. Testing
    d. Certification of Construction
    e. Record Drawings
    f. Resident Engineer, if required
    g. Construction Management and Inspection, if required
    h. Startup assistance/training
5. Design, support, and implementation for SCADA services and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Plant is currently using VTSCADA for their SCADA platform.
6. Planning to include: long-term master planning and Capital Planning Improvement development and support for the wastewater system, validation, prioritization, scheduling, probable cost determinations, and coordination with various planning agencies
7. Permitting Services to include items such as:
    a. Permit compliance related to wastewater, reclaimed water, supplemental ground water, and surface/storm water supplies
    b. Plant Operating Permit Renewals and/or Updates as needed
8. Environmental impact assessments, including wetlands monitoring, associated with the development and operation of wastewater facilities
9. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of wastewater facilities
10. Plant process assessments and investigation services
11. Asset management and condition assessment assistance including operation and maintenance studies. The plant utilizes a computerized maintenance management system

and the Field Operations group utilizes GIS software to track asset management and maintenance functions
12. Cost Estimating Services
13. Planning Evaluations/Studies
14. O&M Manual Preparation, if required
15. Wastewater system hydraulic modeling to include gravity, force, and reclaimed water mains
16. GIS Support
17. Materials Testing
18. Bench/Pilot testing when necessary
19. Geotechnical Investigations
20. Surveying Services
21. Assistance in communication with equipment vendors and suppliers and analysis of equipment recommendations/evaluation
22. Grants Assistance and state/federal funding assistance
23. Miscellaneous services including public relations assistance, design review, and program management services
24. Additional services as requested

NOTE: Any of the services referenced above may be tasked to the selected engineering firm or another engineering or consultant selected by the City at its sole discretion. The City reserves the right to solicit proposals for any project and award a Contract for consulting services for such project separate and apart from the Contract entered into pursuant to this RFQ.

7. NOT USED

8. RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit ONE (1) original marked "ORIGINAL", One (1) USB copy, and Three (3) paper copies of the proposal must be received by the City of Cocoa on or before 3:00 P.M., Tuesday, April 11, 2023

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-VIII. Each section will be separated using divider tabs and bound. A USB drive containing a complete electronic copy of the submittal in pdf format must be included.

Respondents must include the following information in their proposal:

RFQ Submittal Acknowledgement: Respondent will complete the acknowledgement and agree to the terms and conditions therein.

Section 1 - Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ. **(Limited to 2 pages)**

Section 2 - Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page. **(Limited to 2 pages)**

Section 3 - Company/Firms and Subconsultant Qualifications and Capabilities: The Company Qualifications and Capabilities section of the proposal shall be **limited to four (4) typewritten pages**. The purpose of this section is to provide a brief discussion of Respondent's business history and description of the firm's abilities and capabilities to perform Tasks described in the RFQ. The section should also include a summary of current and projected workload of the project team including the designated project manager and project engineer and statements addressing the following:

1) Responsiveness of the prime firm to satisfy the requirements of this RFQ, especially the Scope of Services and Minimum Qualifications set forth in Section 6 and 7;
2) The sufficiency of the financial resources and ability of the firm's personnel to perform the Contract or service;
3) Whether the firm has performed similar Contracts within the time and budget specified, without delay or interference;
4) The character, integrity, reputation, judgment, experience and efficiency of the firm;
5) The previous and existing experience and compliance by the firm with the laws and ordinances relating to the scope of services;
6) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
7) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

Section 4 - Project Team Qualifications and Experience: The Project Team Qualifications and Experience section of the proposal will be **limited to 8 pages** and shall include the following:

- Provide an overview of the project team qualifications and experience **(Limited to 1 page)**
- Provide an organizational chart designating Consultant's Principal-In-Charge, Project Manager, Project Engineer, Key Personnel and any sub-consultants. **(Limited to 1 page)**
- **Prepare Form A for the Proposed Project Manager**. Form A requires the consultant to provide three (3) projects demonstrating the proposed project manager's experience. List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in similar project description, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text.
- **Prepare Form B for the Proposed Project Engineer.** List up to three (3) similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in similar project description, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED in the Organizational Chart. The Proposer shall ensure that the basic description of the similar project, including all

required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text.

Section 5 - Past and Present Experience and Performance on Projects. The experience and performance on Projects section of the proposal will be **limited to 6 pages** and shall include the following:

- Provide a summary of project team's experience on projects **(Limited to 1 page)**
- **Prepare Form C for the Proposed Project Team.** List up to five similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely matches the scope of work in this RFQ. The Respondent(s) shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. **(Limited to 5 pages as Form C)**

Section 6 - Project Approach: The purpose of the Project Approach is to provide preliminary insight into how the Respondent would sequence work, manage multiple projects, effectively communicate with the City, provide quality assurance and quality control, and provide innovative ideas and approach. **(Limited to 3 pages)**

Section 7 - Resumes: Resumes of key personnel on the project team indicating specific skills and experience related to the scope of work of the RFQ. **(Limited to 5 pages)**

Section 8 - Required Proposal Submittal Forms and Statements: This section of the proposal is where the following forms and statements will be located. Use the RRQ form template where provided

1) Location **(form provided)** The Company/Firm's office, and the residences of both the Project Manager, Project Engineer shall reside within 75 miles of the City of Cocoa defined as City Hall, 65 Stone Street, Cocoa, Florida. Section 7 will require only the Affidavit of Project Manager and Project Architect or Engineer Location
2) Affidavit of Existing or Prior Contracts with the City **(form provided)**
3) Affidavit of Other Applicable Mandatory Criteria **(form provided)**
4) Scrutinized Company Certification **(form provided)**
5) Drug Free Workplace Form **(form provided)**
6) Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions **(form provided)**
7) Non-Collusion/Lobbying Certification **(form provided)**
8) Organizational Information **(form provided)**
9) E-Verify Affidavit **(form provided)**
10) FEMA Rider **(form provided)**
11) Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement **(form provided)**
12) Business Reference List **(form provided)**
13) Standard Terms and Conditions/Special Condition Modification Requests **(Proposer provided letter detailing exceptions)**
14) Copy of business licenses
15) Certificates of Insurance (see RFQ terms 4.1-4.6)
16) If applicable, Minority Business Enterprise certification

These materials will not be counted against the submittal's total page limit provided that they are all collected under a separate tabbed section of the submittal and labeled 'Required Proposal Forms and Statements'.

Written Response to the RFQ: When compiling the responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals **should NOT be permanently bound**; should allow flat storage; and sections should be compiled in the sequence list above. **The Maximum number of pages shall be 33 pages**, not including tabs/dividers nor Section 8 the "Required Proposal Submittal Forms and Statements" section.

9. RFQ TIMELINE

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

Solicitation Schedule

STEP	STAGE	DATE
1	RFQ Issued and Advertised	February 22, 2023
2	Deadline for Respondent Questions	March 15, 2023
3	Responses/Addendum Issued by City	March 29, 2023
4	RFQ Submission Deadline	April 11, 2023
5	Short List Selected for Presentations (if required)	April 27, 2023
6	Presentations (if required)	May 10, 2023
7	Final Ranking and Recommendation of Firms by Advisory Selection Committee	May 12, 2023
8	City Council consideration of ASC Recommendation and City Council's decision regarding Contract Negotiations	May 23, 2023
9	Contract Award by Council if negotiations successful	July 11, 2023

10. PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to Respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firms can be clearly identified by review of the written submittals alone, then the Advisory Selection Committee may schedule presentations.

If the City chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held before the Advisory Selection Committee at a duly noticed meeting which may be open to the public. Minutes of the meeting will be prepared and the meeting shall be tape recorded in accordance with s. 286.0113, Florida Statutes. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and Respondents will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. Respondents are required to be available for the presentations and top members of the Respondent's team that will be working on and supervising the project are also expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductory presentation by the Respondent (5 Minutes); (2) Questions and Answers between members of the ASC and the Respondent (10 Minutes); and (3) Brief closing remarks by the Respondent (5 Minutes). The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Advisory Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFQ.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set forth in this RFQ.

After the presentations, the Advisory Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the Advisory Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Advisory Selection Committee and make selection of Consultants for contract negotiations and the award of any and all Contracts under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

11. EVALUATION PROCEDURE AND CRITERIA

All responses will be subject to a review and evaluation process under the CCNA procedure set forth in the Florida Statutes. It is the intent of the City that all engineering firms and consultants responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these

documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

1- Firm's Qualifications (Section III) – 23 Points

2- Project Team's Qualifications (Section IV, VII) – 25 Points

3- Experience and Performance (Section V) – 25 Points

4- Project Approach (Section VI) – 10 Points

5- Location of Firms Office, Project Manager and Project Engineer (Section VIII) – 15 Points

The Project Manager, the Project Engineer, and their office should reside within 75 miles of the City of Cocoa City Hall. If any listed above are located outside of the 75-mile radius, then zero points will be awarded.

6- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. (2 Points)

The City may, at its discretion, seek clarification of any aspect of a Consultant's submittal. Selection shall be made of the Consultants that demonstrate capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria and factors designated herein. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondents negotiating acceptable terms under a Consulting Professional Services Agreement. **While not part of the ranking part of the RFQ process**, **Consultants are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm or firms until the City has awarded a contract or rejected all the proposals at its sole discretion.

While the City intends to enter into a contract with the most qualified Consultant, subject to successful negotiation of acceptable terms of a contract, the City reserves the right to supplement the number of selected Consultants and enter into further additional contracts should certain areas of requested engineering expertise either (1) not be offered at all by the most qualified Consultant; or (2) if there are not an adequate number of engineering firms offering certain areas of expertise, in the City's sole discretion and determination.

12. OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section VIII):

1)The firm is licensed to practice in Florida and said license is in good standing.

2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.
3) The firm adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

RFQ SUBMITTAL ACKNOWLEGDEMENT

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:

Wednesday, February 22, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:

Tuesday, April 11, 2023, 3:00PM

PURCHASING DIVISION CONTACT:
Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING **AND SUBMIT THIS FORM WITH YOUR PROPOSAL**	
Vendor Name: Address: City, State, Zip: Primary Contact: Phone Number: E-Mail Address: FEIN Number:	List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies, and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-13-COC**

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

Addendum Acknowledgements [List addenda number and date]:

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

Name of Respondent

Title

Authorized Signature

Date

SECTION I – COVER LETTER

SECTION II – TABLE OF CONTENTS

SECTION III – FIRM'S QUALIFICATIONS

SECTION IV – PROJECT TEAM'S QUALIFICATIONS

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 of 3)

Proposed Project Manager: Name: _____

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)

Proposed Project Manager: Name: _____

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)

Proposed Project Manager: Name: _____

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1of 3)

Proposed Project Engineer: Name: _____

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)

Proposed Project Engineer: Name: _____

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)

Proposed Project Engineer: Name: _____

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

SECTION V - PROJECT EXPERIENCE

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C: PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 2 of 5)

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C: PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 3 of 5)

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C: PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 4 of 5)

4. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C: PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 5 of 5)

5. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

SECTION VI – PROJECT APPROACH

SECTION VII – RESUMES

SECTION VIII – OTHER REQUIRED FORMS

BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1.Company Name_____
Contact Name and Title_____
Address _____
Phone Number _____
Duration of Contract or business relationship_____
_____
_____
_____
_____

2.Company Name_____
Contact Name and Title_____
Address _____
Phone Number _____
Duration of Contract or business relationship_____
_____
_____
_____
_____

3. Name_____
Contact Name and Title_____
Address _____
Phone Number _____
Duration of Contract or business relationship_____
_____
_____
_____
_____

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. **Current domicile of Project Manager:**

Name	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

2. **Current domicile of Project Engineer:**

Name	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

3. Firm's Office Location:

Company	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

Authorized Signatory	**Name of Proposer**
Typed or Printed Full Name	**Date**
Title	

On this _____ day of _____, 20__, before me appeared (name)_____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)_____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF _____

CITY OF _____

BEFORE ME**,** the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing

and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4. I am familiar with the current professional licensing status of Respondent.

5. I have assisted in preparing the Respondent's response to the City of Cocoa **RFQ Q-23-13 COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems** and I am familiar with the contents of said response.

6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; and

7. Based on my personal knowledge and belief, I state as follows:

   a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of $1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, 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 been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ My commission expires: _____
(Print Name)

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

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

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

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

Authorized Signatory	Typed Name of Signatory
Title	Date
Witness Signature	Typed Name of Witness

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b.Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

_____ whose business address is _____
[Name of entity submitting sworn statement]

and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. **NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in `connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in**, Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

Authorized Signatory	Typed Name of Signatory
Title	Date
Witness Signature	Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)

State of Incorporation	
Principal Place of Business (Enter Address)	
Federal I.D. or Social Security Number	

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:
_____

Mailing_Address:
_____

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized SignatoryPrinted Name

_____
Title_____
Date_____

E-Verify Contractor Affidavit

I hereby certify that _____ [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 _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (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

_____
Name typed, printed, or stamped
My Commission Expires: _____

FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. ***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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, 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 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 (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has

been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to 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. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

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

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. 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 (b)(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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section

~~5.~~ ~~Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. 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.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. 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.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. 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).

b. 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.

c. 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 Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. 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.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. 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.

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

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this

clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1.Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2.Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3.Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4.Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1.A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2.Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a.Are *not used* as a substantial or essential component of any system; *and*

b.Are *not used* as critical technology of any system.

2.Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment

or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, 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 FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

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

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

16. *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.

17. *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. *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.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(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,_____, 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.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***– Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondent/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

_____ _____
Authorized Signature Date

_____
Name of Respondent

_____
Title

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

RFQ Q-23-13-COC
Engineering Services for Wastewater Collection, Treatment, and Disposal Systems
Evaluation Committee Scoring and Selection

April 26, 2023

On April 11, 2023 the City of Cocoa conducted a proposal opening for RFQ Q-23-13-COC. A total of three (3) proposals were received from interested firms of which all were accepted as responsive.

A four member evaluation committee convened on April 14, 2023 to discuss scoring criteria. The committee members, comprised of City of Cocoa employees, were as follows: 1-Katherine Ennis, 2-John Perrin, 3-Christopher Collier and 4-Jack Walsh. The committee members scored all accepted proposals independently using the criteria established in the RFQ. The evaluation committee submitted the results of their independent scoring to the Purchasing Division on or before April 25, 2023.

On April 26, 2023 the evaluation committee reconvened to review scoring results. Each committee member confirmed their individual scoring submission and the committee approved the final ranking of the responses. The committee elected not to schedule presentations.

A summary of the committee scoring results is compiled on the table below. City Staff request City Council approval to begin negotiating agreements with the highest ranked firm(s) indicated with an "X". Should negotiations fail with the selected firm(s), City staff will move on to the next highest rated firm.

Rank	Firm Name	Eval 1	Eval 2	Eval 3	Eval 4	Avg Score	Selected
1	CAROLLO ENGINEERS	88.1	93.1	98.0	96.1	93.84	X
2	HALFF	79.9	83.1	93.5	89.6	86.50	
3	CIVIL SURV	60.5	57.0	78.0	66.6	65.51	

The summary pages of the evaluation committee member scoring are attached. Additional documentation regarding the scoring criteria is available for review upon request. Requests for information can be made to the Purchasing Division by email at purchasing@cocoafl.gov.

Award is subject to and contingent upon successful negotiation of a written contract with the City, containing such terms as the City Council or City Manager determine are in the best interest of the City, and execution of such 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.

Sincerely,

Brian Dale
Purchasing Manager

Technical Evaluation Score Sheet Summary

Q-23-13-COC

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

Instructions:

1. Enter your Name and Title: **Name** Katherine Ennis **Title** Deputy Utilities Director
2. Review each of the 3 Submittals accepted: Q-23-13-COC
3. Enter your scores on the corresponding worksheet in the workbook
4. Enter completion date and notes if any on each worksheet
5. Completed worksheets to be submitted by the Due Date: 4/24/2025 To: bdale@cocoafl.gov

Submittal List

			23	*2*	*25*	*25*	*10*	*15*	*100*	
Worksheet	**Bid Tab #**	**Firm Name**	**Company Qual.**	**MBE**	**Proj. Team Qual**	**Experience**	**Proj. Appr.**	**Location**	**Total Score**	**Rank**
1-CE	1	CAROLLO ENGINEERS	20.24	0	21.375	22.5	9	15	88.115	1
2-HF	2	HALFF	17.48	0	18.875	20.5	8	15	79.855	2
3-CS	3	CIVIL SURV	15.64	0	18.875	18	8	0	60.515	3

Technical Evaluation Score Sheet Summary

Q-23-13-COC

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

Instructions:

1. Enter your Name and Title: **Name** John Perrin **Title** Senior Engineer
2. Review each of the 3 Submittals accepted: Q-23-13-COC
3. Enter your scores on the corresponding worksheet in the workbook
4. Enter completion date and notes if any on each worksheet
5. Completed worksheets to be submitted by the Due Date: 4/24/2025 To: bdale@cocoafl.gov

Submittal List

			23	*2*	*25*	*25*	*10*	*15*	*100*	
Worksheet	**Bid Tab #**	**Firm Name**	**Company Qual.**	**MBE**	**Proj. Team Qual**	**Experience**	**Proj. Appr.**	**Location**	**Total Score**	**Rank**
1-CE	1	CAROLLO ENGINEERS	20.24	0	23.875	25	9	15	93.115	1
2-HF	2	HALFF	17.94	0	19.125	22	9	15	83.065	2
3-CS	3	CIVIL SURV	13.34	0	18.625	18	7	0	56.965	3

Technical Evaluation Score Sheet Summary

Q-23-13-COC

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

Instructions:

1. Enter your Name and Title: **Name** Chris M. Collier **Title** Asst. Utilities Director
2. Review each of the 3 Submittals accepted: Q-23-13-COC
3. Enter your scores on the corresponding worksheet in the workbook
4. Enter completion date and notes if any on each worksheet
5. Completed worksheets to be submitted by the Due Date: 4/24/2025 To: bdale@cocoafl.gov

Submittal List

			23	*2*	*25*	*25*	*10*	*15*	*100*	
Worksheet	**Bid Tab #**	**Firm Name**	**Company Qual.**	**MBE**	**Proj. Team Qual**	**Experience**	**Proj. Appr.**	**Location**	**Total Score**	**Rank**
1-CE	1	CAROLLO ENGINEERS	23	0	25	25	10	15	98	1
2-HF	2	HALFF	23	0	24.5	25	6	15	93.5	2
3-CS	3	CIVIL SURV	23	0	24	25	6	0	78	3

Technical Evaluation Score Sheet Summary

Q-23-13-COC

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

Instructions:

1. Enter your Name and Title: **Name** Jack Walsh **Title** Utilities Director
2. Review each of the 3 Submittals accepted: Q-23-13-COC
3. Enter your scores on the corresponding worksheet in the workbook
4. Enter completion date and notes if any on each worksheet
5. Completed worksheets to be submitted by the Due Date: 4/24/2025 To: bdale@cocoafl.gov

Submittal List

			23	*2*	*25*	*25*	*10*	*15*	*100*	
Worksheet	**Bid Tab #**	**Firm Name**	**Company Qual.**	**MBE**	**Proj. Team Qual**	**Experience**	**Proj. Appr.**	**Location**	**Total Score**	**Rank**
1-CE	1	CAROLLO ENGINEERS	23	0	24.325	24.4	9.4	15	96.125	1
2-HF	2	HALFF	21.16	0	23.2	22.2	8	15	89.56	2
3-CS	3	CIVIL SURV	19.32	0	20.25	19	8	0	66.57	3

Prepared for
City of Cocoa



ENGINEERING SERVICES FOR //

WASTEWATER

Collection • Treatment • Disposal Systems

QUALIFICATIONS
IN RESPONSE TO
RFQ Q-23-13-COC

RFQ Submittal Acknowledgement



CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

RFQ SUBMITTAL ACKNOWLEGDEMENT

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:

Wednesday, February 22, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:

Tuesday, April 11, 2023, 3:00PM

PURCHASING DIVISION CONTACT:
Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL		
Vendor Name:	Carollo Engineers, Inc.	List of Deviations (if any) attached Yes___ No X__
Address:	200 E. Robinson Street, Suite 1400	If submitting a "NO RESPONSE", state reason: _____
City, State, Zip:	Orlando, FL 32801	_____
Primary Contact:	Elisabetta Natale, PE, ENV SP	
Phone Number:	Ph: 407-377-2665 / M: 407-437-9778	
E-Mail Address:	enatale@carollo.com	
FEIN Number:	86-0899222	

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies, and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-13-COC**

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

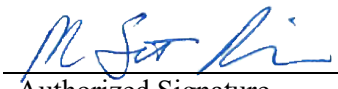
CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

Addendum Acknowledgements [List addenda number and date]:
N/A

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

M. Scott Richards, PE
Name of Respondent

Vice President
Title


Authorized Signature

April 10, 2023
Date

Cover Letter



200 E Robinson Suite 1400
Orlando, Florida 32801
P 407-478-4642
carollo.com

April 11, 2023

Brian Dale, Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Subject: RFQ No. Q-23-13-COC | Professional Engineering Services: Wastewater Collection, Treatment, and Disposal Systems

CAROLLO PRIME
Responsible Office

200 E Robinson Street,
Suite 1400
Orlando, FL 32801
Ph: 407-478-4642

PRIMARY CONTACT

Elisabetta Natale, PE, ENV SP
Ph: 407-377-2665
M: 407-437-9778
enatale@carollo.com

Dear Selection Committee Members:

As aging infrastructure continues to be a challenge for most utilities, the City of Cocoa has been a steward of preventative and proactive maintenance of your collection system, setting a predictable and reliable future for its system and facilities. To continue on this mission of reliably serving the community, the City requires a consultant who understands your system, is responsive, and personally dedicated to working as part of the City's team to address rehabilitation needs and system optimization. The City of Cocoa needs a firm to partner with the City to support your needs in design, permitting, and other engineering related services for your wastewater system.

The Carollo team has a proven and successful history with the City. We have remained steadfast and dedicated, working as teammates to support the City through your wastewater needs.

BENEFITS CAROLLO BRINGS TO THE CITY

- **A Proven Partnership** — Carollo has consistently utilized our local team members on City projects, which has bestowed them with common system knowledge and a working relationship with the City. First and foremost, we listen – so we understand your challenges and your vision, then we establish plans as a team. We understand the importance of your time and will work to make the most effective use of it. As evidenced from past projects, we are a hands-on team who is eager to be in-field with your engineering and operations team for any sewer field operations (SFO) and Sellers Water Reclamation Facility (WRF) needs.
- **National Expertise, Local Commitment** — As presented in our project and team qualifications, Carollo brings national level expertise in wastewater related services through our local team of experts. This results in a local responsive team who understands the City's needs and brings national level wastewater expertise as needs arise.
- **Understanding** — The Carollo team has a great depth of knowledge of the City's facilities and processes. We understand the challenges faced at the Sellers WRF to dependably meet advance wastewater treatment effluent by July 1, 2025, the importance of reducing Inflow and Infiltration (I&I) in the collection system, and the importance of maintaining operations while facilities are rehabilitated or replaced. Just as critical, we understand the need to adhere to a schedule that meets regulatory deadlines, funding guidelines, and the importance of public outreach and community involvement.

We will provide project leadership from staff you know and trust (Scott, Elisabetta, and Kunal), prepared to utilize their knowledge to “hit the ground running” with any services you may need — no learning curve is required.

With local leadership, open communication, and a personal commitment, our team will be available for the City anytime via phone, text, email, or in-person. The team proposed on our organizational chart is the team who will work on your projects. As your principal-in-charge and project manager, we are committed to working as part of the City’s team to find effective solutions and deliver our projects on-time and in budget. We look forward to continuing to work with you!

Sincerely,
CAROLLO ENGINEERS, INC.

Scott Richards, PE
Principal-in-Charge

Elisabetta Natale, PE, ENV SP
Project Manager

Attachment:
Statement of Qualifications (1 Original, 3 Copies, and 1 USB copy)

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Firm and Sub-consultant Qualifications



Firm Qualifications and Capabilities

The Carollo team will continue to deliver confidence, continuity, and innovation to the City of Cocoa — it's what differentiates us from others. In a world of generalists, a water specialist provides great value by delivering a depth of expertise not available from all firms.

Water is All We Do

Carollo's unwavering commitment to the water and wastewater industry has been a hallmark of the company since our inception in 1933. Our wastewater expertise includes the study, planning, design, and construction management (including CMAR) of every aspect of a wastewater system, from collection systems, to treatment facilities, and effluent management and disposal.

Our sole focus in the water/wastewater sector enables us to develop cost-effective, innovative, sustainable, and reliable solutions to help our clients. We currently maintain 51 offices in 22 states with more than 1,300 employees and are ranked within Engineering News Record's top 50 design firms. More importantly, ENR's Annual Source Book ranks Carollo among the top 10 firms for wastewater treatment nationally, and one of the largest firms in the US focusing exclusively on water and wastewater.



Carollo is the firm of choice for numerous Florida utilities for their **CONTINUING ENGINEERING SERVICES CONTRACTS**

A "Go-To" Local Firm Offering Superior Client Service

Carollo will continue to deliver your projects from our local Orlando office. Since our first Florida office opened in the year 2000, Carollo has progressed from the new kid on the block to the preferred "go-to" firm for numerous municipal utilities. The reason rests not with just the creative thinking we bring to our projects, or our depth of experience, but also with the manner in which our services are delivered. Frankly put, we are responsive to the needs of our clients, we customize our solutions to fit your needs (no cookie-cutter approaches), and we listen carefully to learn from your experiences and to understand your preferences.

Providing Responsive Service to the City of Cocoa

Our Orlando office is staffed with 47 employees, including 21 registered professional engineers all dedicated to municipal water and wastewater treatment, and related infrastructure. Our project manager, **Elisabetta Natale, PE, ENV SP**, and project engineer, **Kunal Nayee, PE**, both reside in the Orlando area and work in our local office.

> *"Based on our long history with Carollo and their key staff, we have confidence that they will bring the same level of service and quality to any project they work on."*
>
> **—Charles "Tad" Parker**
> **Assistant Manager of Engineering**
> **Orange County Utilities**

Subconsultant Management

Just as we partner with the City, we work with our subconsultants as partners. As a team partner, Carollo takes responsibility for our subconsultants and through our practice of a management approach that parallels that used with our own staff, every member of our team is held to the same rigorous standards of quality control and technical excellence.

Subconsultants on Carollo projects are included in all team progress meetings and provide our project managers with monthly progress updates, both in terms of percent-completion of their work and percent of budget expended/remaining. This enables the Carollo project manager to monitor subconsultant progress and budget status so as to anticipate slippages and scope of work inflation. As demonstrated on prior Cocoa projects, we have used this approach successfully on many projects, and we typically utilize subconsultants who have proven themselves time and again on our projects.

Carollo Subconsultant Team

We have assembled a team which provides diverse and complementary technical skills along with extensive knowledge and experience with the City of Cocoa, including Ardaman & Associates, Inc. (Ardaman), L&S Diversified, LLC (L&S), Environmental Science Associates (ESA), and Wekiva Engineering, Inc. (Wekiva). We have a strong and successful history working with these firms, including on some of your projects.

Ardaman & Associates | Geotechnical

Ardaman & Associates, Inc.

Ardaman was founded in 1959 in Orlando and has become one of Florida's largest geotechnical, materials testing, environmental, and geoscience consulting firms. At present, Ardaman employs nearly 400 professional engineers, scientists, technicians, drilling personnel, technical assistants, and support staff. Ardaman has provided geotechnical engineering, construction materials testing and inspection support services for numerous central Florida municipal utilities and currently serves as part of Carollo's team for this contract.

L&S Diversified | Surveying

Faster. Better. Stronger.

L&S (M/WBE-certified) is a Florida-based company fully integrated firm positioned to survey, map, model, and designate utilities for governments, businesses, and organizations in the state of Florida. They provide surveying and mapping, construction surveying, LiDAR and subsurface utility engineering to the private development, environmental, energy, and government markets. L&S has successfully completed numerous water and wastewater treatment facility and conveyance systems projects working with Carollo and for the City.

ESA SCIENTISTS | Environmental

ESA

ESA brings proven investigative skills as well as years of experience in the areas of habitat functional analysis, wetland delineation, permitting, listed species coordination, mitigation planning and implementation, and other specialties. Having worked closely with key agencies, facilitating invaluable working relationships with regulatory staff has led to more constructive negotiations with agency staff and the ability to carry out project plans in a predictable and cost-effective manner. ESA stays ahead of regulatory changes and are knowledgeable of statutory and legal decisions that impact permit processes.

Wekiva Engineering | Structural

WE WEKIVA ENGINEERING

Wekiva provides structural engineering services to an array of industry sectors, which include water and wastewater facilities, solid waste facilities, and commercial buildings. Their highly experienced and talented engineers have been providing cost-effective solutions and exceptional results for clients throughout Central Florida. Their experience enables them to solve engineering problems with simplicity and innovation. They are very proficient in the various applicable design and building codes allowing them to apply effective and proper solutions early in the design stage. Wekiva's engineers frequently work with contractors providing value engineering ideas and solutions.

Financial Stability

The financial stability of Carollo is demonstrated by 90 years of successfully providing engineering services to our clients. We have maintained a high level of fiscal responsibility throughout the years. We have a comprehensive suite of insurance policies covering our professional services and general liability. Each year Carollo undergoes a full audit, a summary of which can be provided upon request.

Similar Contract Performance - Meeting Client's Time and Budget Goals

Our team has worked for numerous publicly-owned wastewater utilities on many projects similar to the projects likely to be assigned under this engineering services contract. Our proven project and quality management methods, and lines of communication have helped us to successfully deliver your projects on time and on budget. Elisabetta Natale, one of our most successful project managers, will continue to serve as your trusted point of contact and work closely with our project team to exceed your needs and expectations on each project.

Our Reputation: Innovation, Responsiveness, and Integrity

More than 60 Florida municipal utilities, many similar to Cocoa in size, have turned to Carollo to complete some of their most important and strategic projects—many of which have since written letters of commendation specific to our responsiveness and innovation. When you contact our references, we are confident you will hear phrases describing our reputation and character that include the words "innovation," "responsiveness," "trust," experienced," "good judgment," and "integrity."

Litigation History

Carollo has been involved in the following claims related to services rendered that were made against the firm within the last five (5) years:

- In 2018, Carollo, the construction contractor, and a client were the subject of a lawsuit filed by property owners along a sewer interceptor realignment project where construction operations extended beyond the originally projected construction completion date. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2019, Carollo and several other large water engineering firms doing business in Florida were sued by a private citizen who has a history of suing governmental entities (i.e., his most recent lawsuit was against the Federal Reserve). The overall allegations of the citizen center around claims that Carollo was working with the other noted water firms to hide an alleged underground water source on the plaintiff's/citizen's property from our Florida clients. The lawsuit was dismissed.
- In 2020, Carollo and their joint venture partner were the subject of a lawsuit filed by a client related to tank corrosion as part of a design-build project completed in 2005. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2021, Carollo was the subject of a lawsuit filed by a client related to the replacement of trickling filter media as part of a wastewater treatment plant rehabilitation project. Carollo denies responsibility for any of the claims. The lawsuit is in progress.
- In 2021, Carollo and the construction contractor were the subject of a lawsuit filed on behalf of a client via subrogation by their insurance carrier related to ozone equipment installed as part of a new surface water treatment plant project. The lawsuit was dismissed.

MBE - Encouraging The Use Of DBE/SBE/MBE/WBE Firms

Although not a minority or disadvantaged firm ourselves, Carollo has a long history of meeting and exceeding DBE/SBE/MBE/WBE participation goals on projects. Carollo uses our knowledge, expertise and our connections with the subcontractor community to build a strong, capable team. We understand how DBE/SBE/MBE/WBE participation goals are critical to owners' funding programs, but also recognize how these firms contribute to the local business community and our industry at large. We are committed to inclusive participation and believe our efforts will produce positive benefits for this project as well as long-lasting effects for the City of Cocoa.

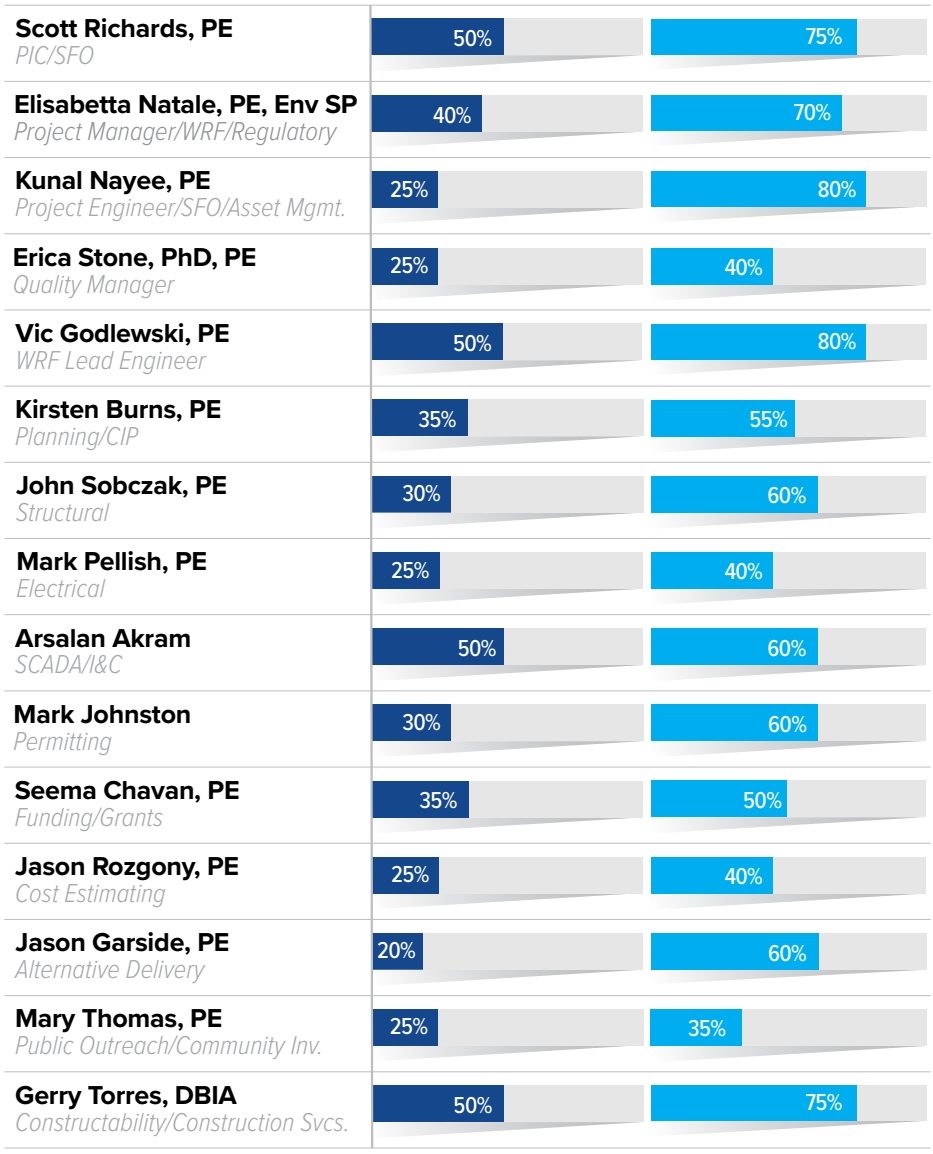
Carollo routinely teams with specialty subconsultants to provide the best available talent at optimal value. We are committed to utilizing qualified disadvantaged businesses and have selected each of the team members based on their reputation, expertise, local knowledge, and their experience working in the area or directly for the City. These specialty consultants are experts in their field, provide great efficiencies, and are dedicated to customer service.

Availability

Carollo is committed to providing the resources required to successfully deliver projects assigned under this contract. We are confident our key team members and firm have the capacity and resources to deliver your projects within your desired time frame and budget.

As a highly-ranked national firm, Carollo is accustomed to executing a high volume of work across a wide range of disciplines. **Our firm-wide workload average commitment to active and ongoing projects generally ranges between 65 and 70 percent.** As a result, we have more than ample capacity to respond to our clients' needs, regardless of the size and nature of the work. We have carefully selected team members based upon how their experience being lined up with the needs of this program and their availability. In addition, we have a large "bench" of talent that can assist as needed. Below is the availability of the key team members, all of who have the availability and dedication required.

COMMITMENT
of Key Personnel



THE LEVEL OF AVAILABILITY indicated in this graph demonstrates that all key staff have ample capacity for projects assigned under this contract and more importantly than any chart can show, **Carollo has a team that is already committed to the City, and these staff members will remain committed. These are staff who the City currently knows and trusts. We commit to delivering a consistent team who understands the City's needs.**

Team Qualifications



Project Team Qualifications and Experience

Carollo will continue to **listen carefully** to you so we understand your preferences, and then **customize solutions to fit your needs**. We will then develop solutions in an **interactive manner** and deliver our work in the time and way it was promised.

The right team for You

The success of the projects issued under this contract lies in the experience and abilities of the team. A successful project team must demonstrate practical and relevant experience in all technical aspects of the scope of work, a well-conceived work plan and project approach, and a commitment to the project goals set for each work order.

We have dedicated a team to the City you are familiar with and will fulfill these requirements in totality. Our proposed team has completed numerous successful projects together and has delivered successful projects under this contract to the City over the last five years, similar to those identified in this scope of work, which provides enhanced abilities for meeting your unique needs delivering your projects.

Our firm takes pride in the large number of clients with whom we have maintained continuing working relationships. We have worked with some clients for 90 years—a clear indication of the quality of our work, our control of costs, and our ability to meet schedules. This whole-hearted dedication to quality results in tangible benefits to our clients and is demonstrated by our record of low change orders during construction.

Carollo offers a broad-based team of specialists to successfully deliver these projects on time and within the City's budgets. **Carollo's selected team for this contract is a team you know and trust** and they will continue to empower you to reach your goals by utilizing our expert staff as an extension of your City personnel.

Our locally based Carollo team will provide services that include facility planning, project support, design, equipment and process evaluations, bidding and construction assistance. To supplement our staff we have selected subconsultants whom we have worked successfully in the past on recent projects.



INCLUDING
140+ EMPLOYEES IN FLORIDA



DELIVERING WATER / WASTEWATER **SOLUTIONS**



WORKING IN
CENTRAL FLORIDA



NATIONWIDE
7 IN FLORIDA



FOCUSING SOLELY ON
WATER / WASTEWATER

ORGANIZATIONAL CHART

As project and service needs arise, Carollo will assign personnel with the **right experience**, specific to those requirements, and whose **availability you can count on** from the onset of the work through successful completion.

CITY OF // COCOA

Scott is a hands-on engineer, *who has been actively involved with the City of Cocoa in this role*

Elisabetta has been serving the City as a trusted advisor *with a successful track record of response and trust, always putting the City's needs first*

PRINCIPAL-IN-CHARGE
Scott Richards, PE

PROJECT MANAGER
Elisabetta Natale, PE, ENV SP

QUALITY CONTROL MANAGER
Erica Stone, PhD, PE

Kunal has led the SFO program efforts *for Carollo, working alongside the City SFO team and delivering creative solutions*

PROJECT ENGINEER
Kunal Nayee, PE

Vic brings first-hand experience, *working closely with City staff, and understands your wastewater facility's challenges and goals*

SEWER FIELD OPERATIONS (SFO)
Kunal Nayee, PE
Scott Richards, PE
Derek Manson
Angel Villarruel-Moore

JERRY SELLERS WRF
Vic Godlewski, PE
Elisabetta Natale, PE
Tony Sabatino, PE
Nikkita Bachoo

ASSET MANAGEMENT / CONDITION ASSESSMENT
Kunal Nayee, PE
Stephen Snell

PLANNING / CIP
Kirsten Burns, PE
Laura Baumberger, PE

SCADA/I&C
Arsalan Akram
Joe Hanlon, PE

ELECTRICAL
Mark Pellish, PE

STRUCTURAL
John Sobczak, PE[4]
Rich Warner, PE

REGULATORY COMPLIANCE
Elisabetta Natale, PE

SUPPORT TEAM

COST ESTIMATING
Jason Rozgony, PE*

PUBLIC RELATIONS
Mary Thomas, PE

FUNDING / GRANTS
Seema Chavan, PE*

PERMITTING SERVICES
Mark Johnston

ENVIRONMENTAL
Douglas Skurski, MS, SPWS[3]

SURVEYING / SUBSURFACE UTILITY ENGINEERING
Brad Alexander, PE, PSM[2]

GEOTECHNICAL
Jason Manning, PE[1]

RECLAIMED WATER
Dale Helms, PE

CONSTRUCTABILITY / CONSTRUCTION MANAGEMENT
Gerry Torres, DBIA

SUBCONSULTANTS

1. Ardaman & Associates, Inc.
2. L&S Diversified, LLC
3. Environmental Science Associates
4. Wekiva Engineering, LLC

**Licensed outside Florida*

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 OF 3)

Proposed Project Manager: Name: **Elisabetta Natale, PE, ENV SP**

1. Project Name: **Wastewater System Capital Plan Update**

Owner: **City of Cocoa**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Katie Ennis, City of Cocoa, 65 Stone Street, Cocoa, FL 32922
p. 321-433-8800 e. kennis@cocoafl.org

Project Description:

The project included updating the hydraulic model, performing condition assessments of key infrastructure, updating the capital improvement plan (CIP), and providing an overall outlook of the system and plan for the future. The wastewater collection and treatment system consists the Jerry Sellers Water Reclamation Facility (WRF), which has a permitted capacity of 4.5 million gallons per day (mgd). The collection system covers approximately 15 square miles with approximately 100 miles of gravity sewers and 50 miles of force mains, 1,624 manholes, and 71 lift stations.

Design or Consulting Fee: $454,739

Design or Consulting Completion Date (month/year): 12/2021

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

Serving as **project manager**, Elisabetta led the development of the Wastewater System Capital Plan Update and managed all aspects of the project communication, management and work plan, meetings, progress reports, and quality management.

Population and Flow Projections: Elisabetta and other team members prepared a technical memorandum summarizing the current wastewater flow and projected flows for the short-term 5-year planning period and long-term 20-year planning period.

Review of Regulatory Requirements: Elisabetta and other team members reviewed existing applicable regulatory requirements and policies for treated effluent, water reuse, and surface water impacts potentially affecting the level of treatment required and the master planning facility recommendations.

Hydraulic Model Update and Analysis: Elisabetta led the team to rebuild and update the City's hydraulic model (Innovyze InfoSWMM) and analyze the collections system, update infrastructure using GIS, develop model scenarios, model verification, analyses and CIP update.

Water Reclamation Facility Evaluation: Elisabetta led the team to develop master plan standby/reliability criteria, reviewed treatment facility performance, capacity, and optimization, and conducted facility inspection/condition assessment to determine future facility needs.

Reclaimed Water System and Effluent Disposal Evaluation: Elisabetta led the team to develop an evaluation of the current reclaimed water system, including supplemental reclaimed water sources, reclaimed water storage, and alternative wet weather disposal.

Capital Improvement Plan Development: Elisabetta developed the CIP that included a risk assessment, R&R plan, construction cost estimates, and prepared a draft and final wastewater system capital plan report.

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 OF 3)

Proposed Project Manager: Name: **Elisabetta Natale, PE, ENV SP**

1. Project Name: **Hamlin Water Reclamation Facility Tertiary Treatment Design**

Owner: **Orange County Utilities**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Mark Ikeler, PE, Orange County Utilities, 9150 Curry Ford Road, Orlando, FL 32825
p. 407-254-9705 e. markc.ikeler@ocfl.net

Project Description:

Final design documents for Phase I (5-mgd AADF) of the new tertiary treatment facilities for the new OCU Hamlin Water Reclamation Facility.

Design or Consulting Fee: $583,309

Design or Consulting Completion Date (month/year): 12/2018

Construction Cost: N/A

Construction Completion Date: N/A

Firm: WSP

Summary of Work:

Serving as **project manager**, Elisabetta led the **preliminary and final design** for Phase I, 5-million gallons per day (mgd) Annual Average Daily Flow (AADF), of the Orange County Utilities Hamlin WRF (HWRF), a new greenfield Phase I will be followed by two additional phases: Phase 2 where the HWRF will be expanded to 10.0 MGD AADF and Phase 3 where the HWRF will be expanded to an ultimate build-out capacity of 15.0 MGD AADF. The site is master planned to allow for this expansion.

Elisabetta led the preparation of **final design documents** for tertiary filtration, which included the design alternatives for each of the three pre-qualified disk filter manufacturers, disinfection (chlorine contact tank) facilities, transfer pump station, high service reuse pump station, surge control equipment and reclaimed water storage tanks. Elisabetta also led the **effluent management system evaluation** and provided **permitting support**.

Alternatives for managing wet weather or substandard reclaimed water from HWRF involves integration with existing Water Conserv II (WCII) rapid infiltration basin (RIB) Site 6. Excess reclaimed water will be transferred directly to the WCII transmission main and to the RIB Site 6 system. Effluent below PAR standards will be diverted to an onsite reject pond and returned to the preliminary treatment structure for retreatment. Should the reject pond be full or otherwise unavailable flow will be discharged to a dedicated subsection of RIB Site 6.

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 OF 3)

Proposed Project Manager: Name: **Elisabetta Natale, PE, ENV SP**

1. Project Name: **Reclaimed Water Booster Pump Station at Avalon Road**

Owner: **City of Winter Garden**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Jim Momahan, PE, City of Winter Garden, 300 West Plant Street, Winter Garden, FL 34787
p. 407-656-4111 ext. 5463 e. jmonahan1@cwgdn.com

Project Description:

Project involved the design of a 1.2-mgd reclaimed water booster pump station housed in a building to provide reclaimed water for residential and common area irrigation to several subdivisions in the western section of the City of Winter Garden.

Design or Consulting Fee: $93,450

Design or Consulting Completion Date (month/year): 6/2016

Construction Cost: $393,237

Construction Completion Date: 11/2017

Firm: WSP

Summary of Work:

Serving as **project manager**, Elisabetta led the design of a 1.2-mgd reclaimed water booster pump station to provide reclaimed water for residential and common area irrigation to several subdivisions in the western section of the City of Winter Garden, one of the fastest growing communities in the country. Since the booster pump station is located on Tucker Ranch, a recreation and nature complex, the the City desired to minimize the visual impact of the facility and design a pump station building pleasing to the eye, although safe, easy to access, and cost-effective. The final turn-key solution was to include an inconspicuous prefabricated building. An **environmental impact assessment** was conducted to select a suitable location and avoid impacting the adjacent wetlands.

Elisabetta led the **hydraulic modeling analysis** of the existing reclaimed water system, the **projection of future reuse demands**, and the **production of the design documentation** of the booster pump station facility. She also led the **bidding phase, permitting, grant funding assistance, and the construction administration services**. The project was successfully delivered with the traditional design-bid-build method.

The project also included **cost estimating, surveying**, and **O&M manual preparation**.

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1 OF 3)

Proposed Project Engineer: Name: **Kunal Nayee, PE**

1. Project Name: **FY 2022 Sewer Field Operations and Division Support**

Owner: **City of Cocoa**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Donnie Howard, City of Cocoa, 65 Stone Street, Cocoa, FL 32922
p. 321-433-8800 e. dhoward@cocoafl.org

Project Description:

The City of Cocoa requested Carollo provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, SCADA maintenance, review of the manhole and gravity sewer rehabilitation program, force main valve assessment, and other engineering services as required.

Design or Consulting Fee: $199,474.54

Design or Consulting Completion Date (month/year): 9/2022

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

Serving as the **project engineer** for the City of Cocoa's SFO operations support over the past four years to support field activities enabled Kunal to become integrated into the daily activities of the SFO team.

Technical Review and Support: The Carollo engineering team led by Kunal, provided technical support on various sewer related tasks. Including reviewing and developing an analysis for specific lift stations where the SFO team were experiencing higher than average flows frequently. Kunal also analyzed pressure logger data for various locations in the City to support the ongoing efforts of the engineering group to understand the pressure variations in the collection system. Kunal also prepared updated GIS data for the third party vendor, Redzone, to incorporate into the ICOM system the City uses to maintain their gravity and manhole condition information. This data integration between ICOM and GIS is utilized to support the ongoing preventative maintenance efforts for the collection system.

Long Term Strategic Planning: The City has been very proactive in their approach to maintenance of their underground assets. As a result, the City instituted a 5-year plan that addressed the gravity mains. Kunal worked with the SFO team to develop another 5-year plan that would extend the existing effort and include additional collection system assets (force mains, valves, and ARV's). The planning efforts allowed the City to properly budget resources for next five years and reduce the uncertainty surrounding the City's ongoing maintenance efforts.

Manhole and Gravity Sewer Program: The manhole and gravity sewer program is a proactive maintenance program the City had instituted prior to Carollo's involvement with the City. However, the Carollo engineering team, under the direction of Kunal, helped to increase the efficiency of the process and minimize additional work necessary for the City so the program can succeed. The team reviewed and created a plan to line 120 manhole (703 VF) and 60 gravity mains (14,200 LF). This effort was also coordinated with approved vendors and completed on schedule and budget.

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 OF 3)

Proposed Project Engineer: Name: **Kunal Nayee, PE**

1. Project Name: **Filter Gallery Pipe Condition Assessment**

Owner: **City of Altamonte Springs**

Reference Name, Address, Phone Number, Fax Number, Email Address:

David Ammerman, PE, City of Altamonte Springs, 65 Stone Street, Cocoa, FL 32922
p. 407-571-8712 e. DAmmerman@altamonte.org

Project Description:

The City of Altamonte Springs owns and operates the Altamonte Springs Regional Water Reclamation Facility (ASRWRF). The ASRWRF operations team have noticed potential areas of corrosion occurring within the filter gallery piping. Initial investigation has indicated locations of potential corrosion occurring. The City required further investigation to assess the pipe condition, and identify potential needs for future rehabilitation.

Design or Consulting Fee: $16,674.51

Design or Consulting Completion Date (month/year): 11/2021

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

As the project manager and **project engineer,** Kunal managed and developed a plan for assessing the piping in the filter gallery. The existing welded steel piping in the filter gallery is the original equipment installed in the 1980s. The processing piping was experiencing minor leaks at various locations in the gallery and as a result, the City was concerned with the long term strength of the piping.

Kunal reviewed multiple methods to perform **non-destructive testing of the piping** and ultimately the best option for the assessment was a handheld ultrasonic unit that allowed the team to quickly and efficiently collect the data in the field and transpose that onto a digital system that was shared with the City for further planning purposes. The data was collected using a mobile data collection application that logged the location of the measurement and associated wall thickness reading. Using standard steel wall thickness tables commonly used for the time period of the construction of the plant, a comparison was performed for the system which showed the areas of degradation in the piping system.

Kunal led the team collecting the data and **effectively collected all data in a one week** period with no additional site visits required to follow up at the plant and **no downtime** was necessary. The non destructive process **reduced the cost and time** necessary to asses the system and provided valuable insights into the health of the piping system.

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 OF 3)

Proposed Project Engineer: Name: **Kunal Nayee, PE**

1. Project Name: **Infiltration and Inflow Study**

Owner: **City of Daytona Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Nichole Lloyd, City of Daytona Beach, 125 Basin Street, Suite 124, Daytona Beach, FL 32114
p. 386-671-8813 e. LloydNichole@codb.us

Project Description:

The City of Daytona Beach owns and operates a wastewater collection and treatment system consisting of gravity sewers, pump stations, and force mains, which collect, and transfer wastewater flows generated within its service area for treatment at two water reclamation facilities (WRFs): the Bethune Point WRF with a capacity of 13 mgd and the Westside Regional WRF with a capacity of 15 mgd. The collection system consists of approximately 110 miles of force main, 280 miles of sanitary sewer gravity main, 6,100 manholes, and 140 wastewater lift stations. The City wastewater system serves approximately 90 square miles with a population of approximately 71,300.

As part of the permit requirement for the Bethune Point WRF, the City needs to conduct an Inflow and Infiltration (I&I) Study, related to the Bethune Point WRF collection system. **This study evaluated the I&I** within the Bethune Point WRF service area t**o establish Capital Improvement Plan (CIP) recommendations** for projects to decrease I&I in the collection system.

Design or Consulting Fee: $119,033.30

Design or Consulting Completion Date (month/year): 5/2019

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

Kunal served as the **project engineer** for this **study focused on determining the sources of inflow and infiltration in the Bethune Point WRF wastewater collection system service area**. The Bethune Point WRF is located along the Halifax River, which is tidally influenced. The infiltration portion of the study focused on the infiltration of brackish groundwater or seawater into the City's collection system during the dry season. **Field infiltration testing** was conducted in October 2018 and February 2019. Testing included monitoring of chloride, conductivity, flow, and rainfall. Chloride concentrations were mapped throughout the collection system, and a chloride mass balance was performed to identify problem areas. Chloride mass balance results showed the areas contributing the greatest chloride mass into the Bethune Point WRF collection system was Lift Station 34 and its upstream stations (26 percent of the total mass of chloride into Bethune Point WRF). The Bethune Point WRF saw an average of 32 percent dry weather infiltration (DWI).

Inflow due to rainfall was quantified during the October 2018 **infiltration sampling** event. **SCADA data** from October 2018 to February 2019 was utilized for the lift stations that did not have temporary flow monitoring meters. The largest contributor of flow during a storm event on October 25, 2018, was LS 34 with an estimated rainfall derived infiltration and inflow (RDII) of 573,578 gallons or 23 percent of the total estimated RDII at Bethune Point WRF (2,521,214 gallons). An **I&I Reduction Plan** was presented at this end of this report with identification of the five priority areas for further evaluation and reduction activities and **proposed capital improvement projects**.

Project Experience and Performance



Past Experience and Performance on Projects

Carollo **meets and exceeds the minimum requirements** set forth in your RFQ, bringing 90 years of experience serving public utility clients in the water and wastewater industry — providing responsive service to Central Florida for more than 20 years.

Extensive On-Call Engineering Experience

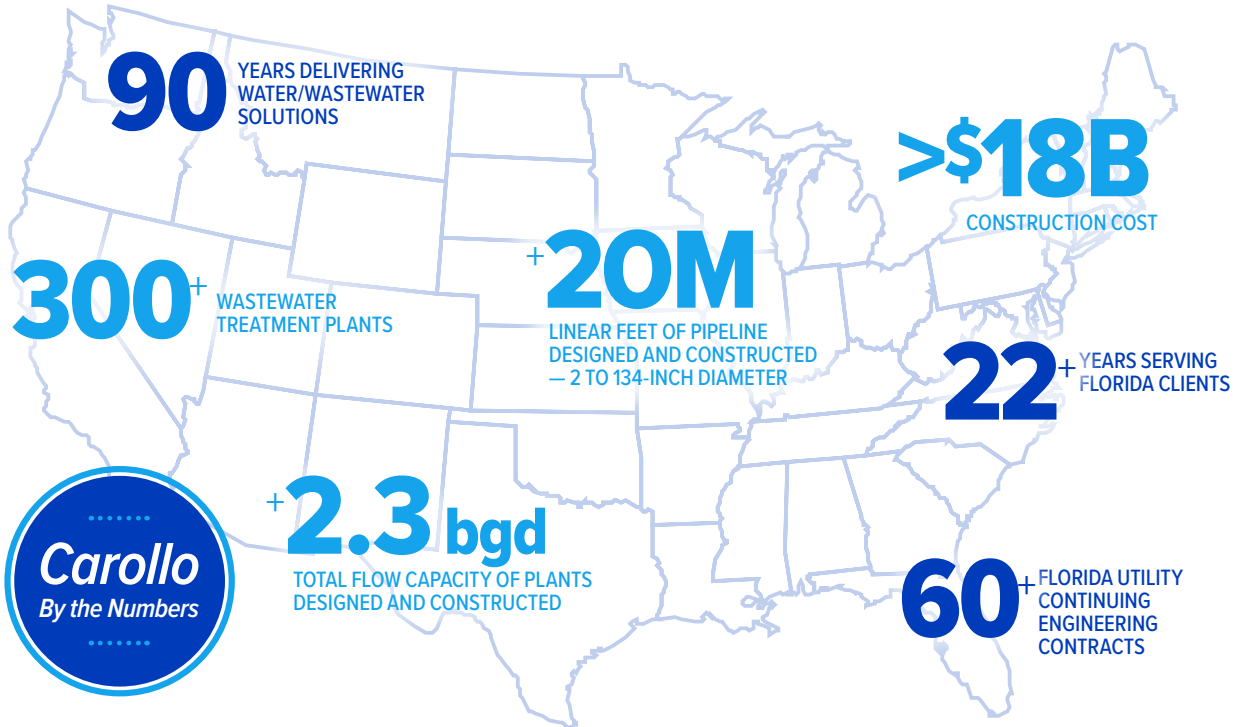
Delivering engineering services through on-call continuing contracts is what we do. In fact, more than 80% of our Florida business is provided to municipal clients through on-call contracts similar to yours. We understand the City is looking for a full range of professional engineering services to support the planning, design and construction of various wastewater treatment projects, infrastructure projects, and sewer field operation services. **Carollo excels at delivering exceptional value for these types of assignments — as we have demonstrated over the course of our current contract with you!**

What Carollo Brings to the Table

Carollo has experienced unprecedented growth nationally and throughout Florida; growth that is driven by our approach to client service and the innovative solutions we consistently bring to the table.

The best indicator of our ability to exceed the expectations of our clients is the fact that over 80% of our work comes from "repeat" clients. Exceeding expectations requires that project teams have multiple skills: technical knowledge, understanding of local issues, and a drive for "out–of–the–box thinking" to find the best solutions.

As demonstrated by our firm's project experience represented in this section and our team's experience outlined in Section 7 - Resumes, Carollo's recent relevant Florida wastewater experience is broad, comprehensive, and will bring valuable insights to your projects.



FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 OF 5)

1. Project Name: **Wastewater Master Plan**

Owner: **City of Daytona Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Nichole Lloyd, City of Daytona Beach, 125 Basin Street, Suite 124, Daytona Beach, FL 32114
p. 386-671-8813 e. LloydNichole@codb.us

Project Description:

The City of Daytona Beach owns and operates an interconnected collection system which transfers wastewater from within its 90 square mile service area for treatment at two water reclamation facilities (WRFs): the 13-mgd Bethune Point WRF and the 15-mgd Westside Regional WRF. Even with ongoing repairs and expansions to the system and treatment plants, the system began experiencing capacity and other O&M related issues. To address challenges posed by aging infrastructure, finite resources, and an ever-growing populace, Carollo was selected to develop an integrated wastewater treatment and collection system master plan.

Design or Consulting Fee: $549,590

Design or Consulting Completion Date (month/year): 2/2020

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

The master plan included the **development and calibration** of a wastewater collection system **hydraulic model**. Work associated with the development of the model included review of billing data, pumping data at lift stations, and collection of gravity flow and force main pressure data for comparison to billing data and diurnal pattern development, and model calibration. Close coordination with operations staff was imperative to creating a hydraulic model reflective of the intricate collection system, which consists of approximately 110 miles of **force main**, 280 miles of sanitary sewer **gravity main**, 6,100 **manholes**, and 140 wastewater **lift stations**. **Long-term master planning** and future population and flow projections were developed and both existing and future conditions were included in model scenarios and recommendations for improvements were identified through 2040 based on dry weather and wet weather conditions.

Additionally, Carollo performed **field assessments** of selected lift stations and the **SCADA system**. At the WRFs, Carollo conducted a **condition assessment, process and capacity evaluation, and reviewed regulatory requirements** that may affect future planning. All of these efforts led to the development of a **system wide capital improvement plan** that provides an overall outlook for the collection system, WRFs, and SCADA system to address rehabilitation needs, existing limitations, and serve growth in the future.

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 OF 5)

1. Project Name: **Force Main Replacement from Lift Station #57 to South Bermuda WRF, Phase I**

Owner: **Toho Water Authority**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Lan Zhou, Toho Water Authority, 951 Martin Luther King Boulevard, Kissimmee, FL 34741
p. 407-944-5027 e. lzhou@tohowater.com

Project Description:

Toho Water Authority (TOHO) owns and operates the South Bermuda Water Reclamation Facility (WRF) located at 1616 South John Young Parkway in Kissimmee. Approximately half of all raw wastewater flowing to the WRF is pumped from TOHO's master lift station #57 (LS 57) through an existing 30-inch ductile iron force main. TOHO was concerned the 30-inch force main near LS 57 may fail due to observed corrosion. TOHO engaged Carollo to make reliability improvements by installing a new force main that parallels the existing force main. The existing force main will be rehabbed to serve as a redundant force main and to increase capacity to accommodate future flows upon completion of Phase II construction.

Design or Consulting Fee: $235,421

Design or Consulting Completion Date (month/year): 6/2020

Construction Cost: $1,236,500

Construction Completion Date: 9/2021

Firm: Carollo Engineers

Summary of Work:

As part of the engineering services provided, Carollo performed a **hydraulic analysis** of the system to properly size the new force main and evaluate **design alternatives** for the redundant force main. The primary challenges for this project was to maintain full wastewater flow **without service interruption** through the completion of the project and **route the new force main** in an already **crowded utility corridor** to minimize crossings of other utilities.

Phase I of the project, completed in September 2021, consisted of constructing a **new 2,900-ft, 24-inch PVC force main via open cut** construction, that runs parallel to the original 30-inch ductile iron force main connecting LS 57 to the headworks. This phase of the project included a **complex tie-in** near the headworks that required the simultaneous use of four line stops to maintain wastewater flow while making the final connections. With the new 24-inch force main now in service, it will allow for the existing 30-inch force main to be taken off-line to conduct a complete evaluation and rehabilitation without service interruption.

Carollo provided a **routing analysis, preliminary and final design, permitting, bidding assistance, and construction administration services** as part of this project.

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 OF 5)

1. Project Name: **Force Main Isolation Valve Assessment and Design**

Owner: **City of Boynton Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Chris Roschek, PE, City of Boynton Beach, 124 E. Woolbright Road, Boynton Beach, FL 33435
p. 561-742-6413 e. roschekc@bbfl.us

Project Description:

The City of Boynton Beach Utilities owns and operates a wastewater collection system, including local and master pump stations and a force main network. The central part of the system includes a **36-inch force main**, which transmits the majority of the City's wastewater to the south. This main was aging and was primarily of ductile iron material. Given the criticality of this force main and its age, and that there were no isolation valves within the system, the City desired to establish **reliability improvements in the collection system**. This project was to **investigate, plan for, and design improvements to install isolation valves in the system to improve flexibility and reliability**.

Design or Consulting Fee: $198,000

Design or Consulting Completion Date (month/year): 7/2022

Construction Cost: $1.1 million

Construction Completion Date: 7/2022

Firm: Carollo Engineers

Summary of Work:

Due to the criticality of a 36-inch force main that conveys wastewater to the SCRWWTP in Delray Beach, and its age; the City of Boynton Beach opted for reliability improvements in the collection system. The primary goal was to establish alternate reliable flow patterns in the system which maintain a majority of system operation during maintenance or repair. Carollo investigated, planned, and designed improvements to install isolation valves in the system to allow flexibility. The specific scope included **hydraulic analysis, planning, design, condition assessment, survey/SUE and construction oversight**. This work included multiple phases:

Planning - The initial planning phase utilized the previously developed wastewater model to determine flow patterns and to conduct emergency scenarios. This included stress testing of the system with theoretical "break points" in the main to identify potential valve locations.

Investigation / Preliminary Design - The next step included preliminary design, where the identified locations were evaluated in the field for potential valve addition. Survey and utility locates were conducted at each location to determine the feasibility for valve installation. The three final selected locations provided the most reliability/use, minimized service interruption, and had the least construction impact.

Final Design - Final design requiring some **creative engineering** concepts. The 36-inch force main was alongside a 6 lane major roadway, with two of the selected locations being next to a park and school. The City's intent was to **minimize impact to traffic and the community**. Therefore, a **quick construction process** with **minimal construction area** was established as a goal. As a solution to address the challenge, Carollo developed a "thrust box" concept. Rather than constructing collars, a pre-cast box structure was installed over the active force main, similar to a doghouse manhole. The pipe was then restrained to the box which became a structural member to restrain the forces of the pipe.

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 OF 5)

1. Project Name: **Westside Regional Water Reclamation Facility Improvements**

Owner: **City of Daytona Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Eric Smith, City of Daytona Beach, 3651 LPGA Boulevard, Daytona Beach, FL 32124
p. 386-671-8829 e. smitheric@codb.us

Project Description:

The project consisted of the design and construction improvements to three critical treatment processes in the 15-mgd water reclamation facility: The return activated sludge (RAS) and waste activated sludge (WAS) Pumping: the Bardenpho™ Stage 3 and Stage 5 aeration; and new tertiary deep-bed sand filters. Without these improvements, the plant would lose the proper functionality of one of the existing processes, which would jeopardize treatment and compliance with the state permit.

Design or Consulting Fee: $2.9 million

Design or Consulting Completion Date (month/year): 7/2018

Construction Cost: $39.9 million

Construction Completion Date: 2/2021

Firm: Carollo Engineers

Summary of Work:

The existing RAS/WAS pumps were replaced with new dry-pit submersible pumping equipment and process piping. The existing true submersible pumps were located in a large underground wet-well that collected the RAS from the secondary clarifiers at the plant. In the past, the wet-well had overflowed on to the ground as the pumps were shut off during power outages. The submersible pumps also struggled to maintain a balance between the returning good bacteria to the treatment process (RAS) and wasting sludge (WAS). The new RAS/WAS pumps were designed as dry-pit screw centrifugal pumps located at grade. The existing above grade RAS/WAS collection box was converted to wet-well for these pumps. **The orientation of these pumping systems eliminated any possibility of overflows. The new pumps were also designed to maintain a good balance between the necessary RAS and WAS flow requirements to maintain treatment efficiency.**

The existing Bardenpho™ Stage 3 and Stage 5 aeration equipment was replaced with larger and more efficient aeration equipment critical to the main treatment process of the plant. During certain times of the year, especially during race weeks and other major events, the treatment plant receives higher wastewater flows with high biochemical oxygen demand (BOD) and the existing aerators have difficulty providing sufficient air to meet the demand to treat the incoming wastewater. The larger 200-hp mechanical surface aerators were designed to handle these peak flow events and treat the wastewater to the plant permit limits.

The new tertiary deep-bed sand filters replaced the existing failing automatic backwash (ABW) filters. The existing filters had reached its useful life and required significant daily and monthly maintenance to keep them running. The new filters provide a more reliable and efficient filtration system critical to treat the wastewater to reuse standards.

The project was constructed using a construction manager at risk (CMAR) delivery method. **Carollo provided design, bidding, permitting, and construction engineering and inspection (CE&I) services** so construction complied with the design intent and to maintain high quality.

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 5 OF 5)

1. Project Name: **South Bermuda Water Reclamation Facility Upgrades and Expansion**

Owner: **Toho Water Authority**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Lan Zhou, Toho Water Authority, 951 Martin Luther King Boulevard, Kissimmee, FL 34741
p. 407-944-5027 e. lzhou@tohowater.com

Project Description:

Carollo was hired by Toho Water Authority to design upgrades to the South Bermuda WRF to expand the facility from 14-mgd to 16-mgd with peak flow of up to 40-mgd. This includes a new grit removal system, addition of a new secondary clarifier, improvements to the RAS and WAS pump stations, addition of disk filters, a new reclaimed water storage tank, expansion of the sodium hypochlorite system and other ancillary support systems.

Design or Consulting Fee: $914,045

Design or Consulting Completion Date (month/year): 11/2019

Construction Cost: $6.7 million

Construction Completion Date: 4/2021

Firm: Carollo Engineers

Summary of Work:

Carollo evaluated two options. These options included as part of the new grit removal facility retrofitting an unused primary clarifier with HeadCell®12- tray units versus a brand-new standalone structure with two new HeadCell®12-tray units. Both options included installation of the Eutek slurry-cup and grit snail grit washer/separator systems.

Toho Water Authority selected the standalone structure for the final design. A **CFD model** was developed during the final design to determine the flow splitting features to distribute the flow evenly and maintain the grit in suspension with the approach channels out in the approach channels.

The design was completed in January 2019, however the owner decided to postpone part of the improvements due to budget constraints. Construction included a new grit removal system and improvements to the RAS/WAS pump station. Project was completed in April 2021 through Toho Water Authority's continuing construction manager at risk (CMAR) delivery method. **Carollo provided design, bidding, permitting support, and engineering services during construction.**

Project Approach



Project Approach

To address **growth, rehabilitation needs, and system optimization**, you require consultants who **understand your infrastructure and processes**, are responsive, and are personally dedicated to working as part of the City's team.

Effective Communication and Management of Multiple Projects

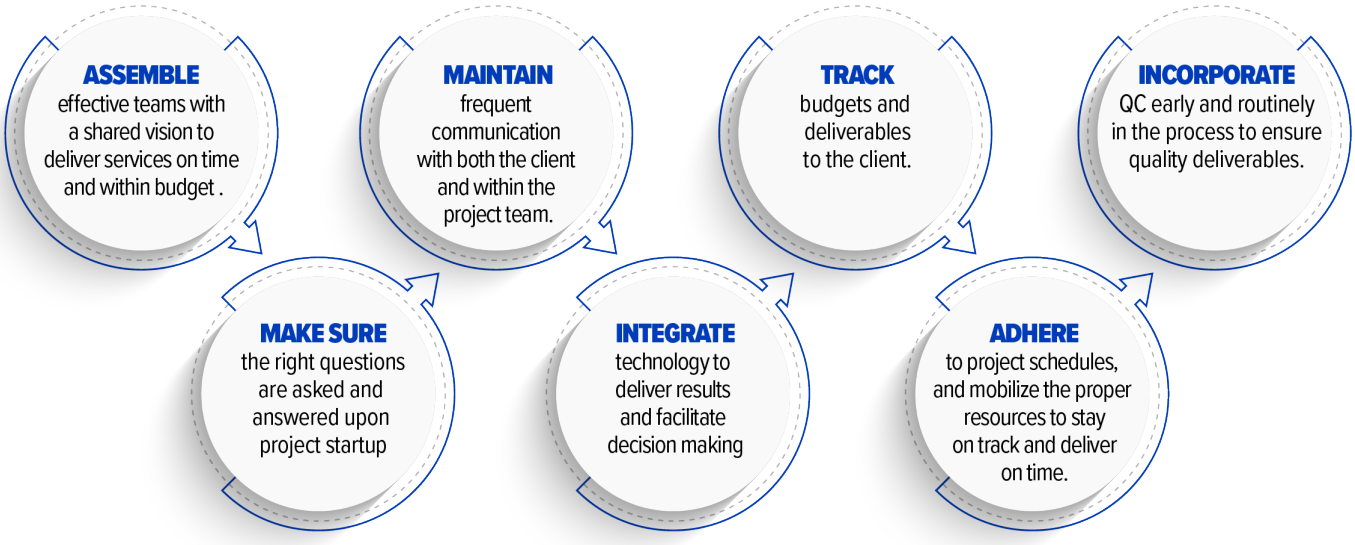
Effective project management starts with selecting the "right" project manager. Elisabetta Natale is local, has experience with your facility and staff, and has dedicated her career to the planning, design, and construction of wastewater projects. Over the last several years, Elisabetta has proven her dedication and commitment to having an open communication with City's staff at every level, understanding concerns and priorities, and finding practical solutions to address the City's needs.

For every new project, a work plan will be discussed with the City. The work plan establishes the work sequence effort, when work needs to occur within the project schedule, meeting times, discussion topics at the meetings, key decisions that need to be made, and the project deliverables.

Elisabetta has successfully managed projects with contracts ranging from $15K to more than $2M, and construction costs ranging from $500K to more than $35M, managing multi-disciplinary team including various subconsultants. Elisabetta has experience with both the traditional construction delivery method (design-bid-build) and collaborative delivery methods such as CMAR.

With a focus on collaboration and communication, for every task order we will develop an interactive project management plan (PMP) including an initial master schedule with key milestones that establishes control measures to manage quality, scope, schedule, and budget. Elisabetta will draw on local project engineers Kunal Nayee, Vic Godlewski, and Scott Richards for technical and project management support, to ensure multiple projects can be carried out successfully in parallel. With a commitment to collaboration, we will define the parameters and drivers for a successful project delivery timeline and use them to determine how to plan for maximum delivery efficiency.

Elisabetta will schedule monthly meetings with the City's leadership to provide updates on existing projects and discuss City's needs. She will maintain consistent communication with the City's team to better understand any areas of concern and mitigate them accordingly.



A committed Cocoa Team

Our proposed team has been fortunate to have worked alongside the Cocoa team for the past 5 years. With this, we have gained intimate knowledge of the City's infrastructure and procedures. Our formula implemented during the ongoing continuing engineering services contract of dedicated staff to the SFO needs and the Sellers WRF needs has proven to be an efficient strategy to deliver timely and quality projects. This formula focuses on providing open communication with the right fit staff who can work directly alongside City staff as partners. We view ourselves as part of the Cocoa team, and we intend to continue to raise the bar and operate at a high level of trust at all staff levels. A few examples of this direct connection include:

Our project engineer, Kunal Nayee, has intimate knowledge of the SFO infrastructure and has worked alongside your staff with boots on the ground for the past five years. Our team has supported the City with asset management and condition assessment of the collection system, including lift stations, lift station improvements, pipeline and manhole rehab and lining programs, and I&I reduction studies.

Our Sellers WRF task manager, Vic Godlewski, is a renowned wastewater process engineer who has previous experience at the WRF. Vic led the Sellers WRF upgrades to AWT, the biosolids mater plan, and the Internal Recycle Pump Stations improvements.

Our SCADA engineer, Arsalan Akram, has extensive experience with the City's Trihedral's VTScada system, as well as the XL Reporter software that is used to collect data automatically from the SCADA system. He is also familar with the radio system for the lift stations and has been working closely with the team to keep the communications operational. We have been supporting City with weekly site visits and 24/7 remote support for the past five years.

We understand the importance of quick response when urgent needs arise. With our on-call engineering support project, we have been responsively providing on-call hydraulic modeling to evaluate proposed development projects, various technical support, regulatory advice, emergency operational needs, and other ad-hoc requests.

Quality Management

Carollo's projects get started in the right direction with what we call our "Zero Percent" quality review. Our Project Advisory/QA Committee will review the Project Delivery Plan (PDP) and Project Management Plan (PMP) in detail, looking closely at the contract, schedule, staffing allocation, and key deliverables to verify your project has the right staff and the right resources to be available when needed. This committee will also provide ongoing internal audits of our quality management process to safeguard that quality control activities are taking place and are being documented as required.

Carollo's 10-Phase Quality Assurance Plan

Our in-house QA tools include standard specifications, design checklists, independent process and discipline review, and constructability reviews, which will be implemented as appropriate based on the selected delivery method and level of design development. These tools are integrated with our standard 10-part peer review and checking process that covers the project from start to finish.

Innovative Ideas and Approaches

Software development specific to the industry.

Carollo's Blue Plan-it® Decision Support System's built-in features, such as scenario manager, genetic algorithm optimizer, linear and non-linear solvers, full factorial solver, and Monte Carlo simulation, links customizable data visualization and business intelligence dashboards for water systems simulation, optimization, and decision support. With these tools, the Blue Plan-it® solution helps save time and potential money compared to conventional approaches.



BLUE PLAN-IT®
DECISION SUPPORT SYSTEM

Financial Planning Tool™ (FPT)

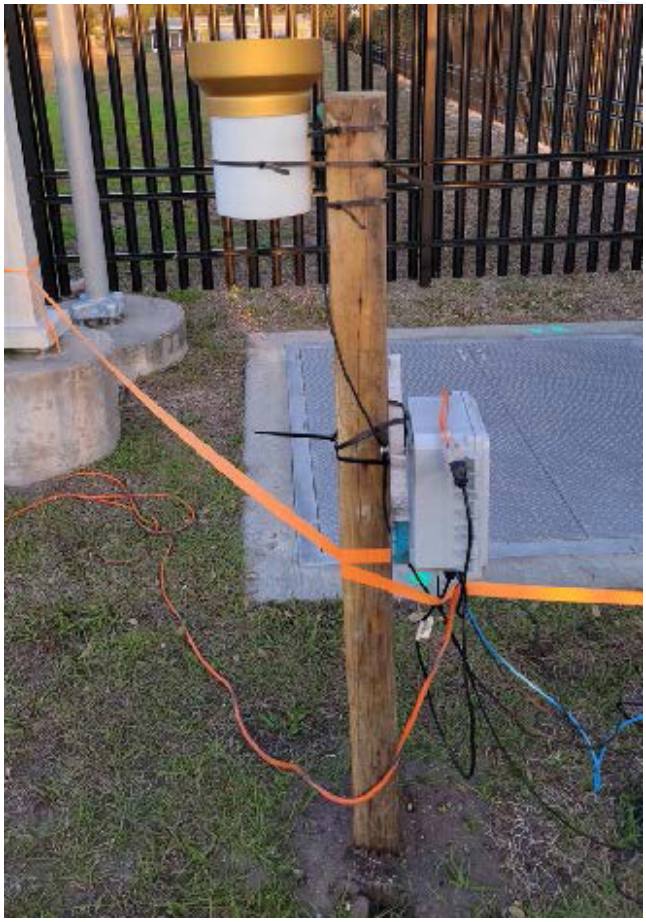
Carollo's FPT is a standalone financial model that allows users to quickly update user rates, fees, and financial needs. Once configured, the FPT is a user-friendly, spreadsheet-based model that automatically calculates future user rates, fees, and financial requirements to the financial plan of an agency. The FPT allows users to updated changes in customer information, reserve account balances, timing, CIP, reserve levels, and cash flows.

Modeling and BIM

Carollo is capable of using a variety of the latest modeling systems, including a variety of Autodesk and Bentley products, including REVIT, OpenBuildings Designer, and OpenPlant Modeler. Our varied experience with multiple software programs allows for us to easily create 2D plans and sections from complex and data rich 3D models on a variety of platforms to meet your needs. This also includes the ability to develop intelligent Process and Instrumentation Diagrams (P&IDs) that ink project-specific databases with process and instrumentation drawings. Client directories will be established in the network with appropriate block libraries and support fields for access by project designers. Carollo implements ProjectWise and BIM360 as the file organization and management tools.

Carollo Research Group.

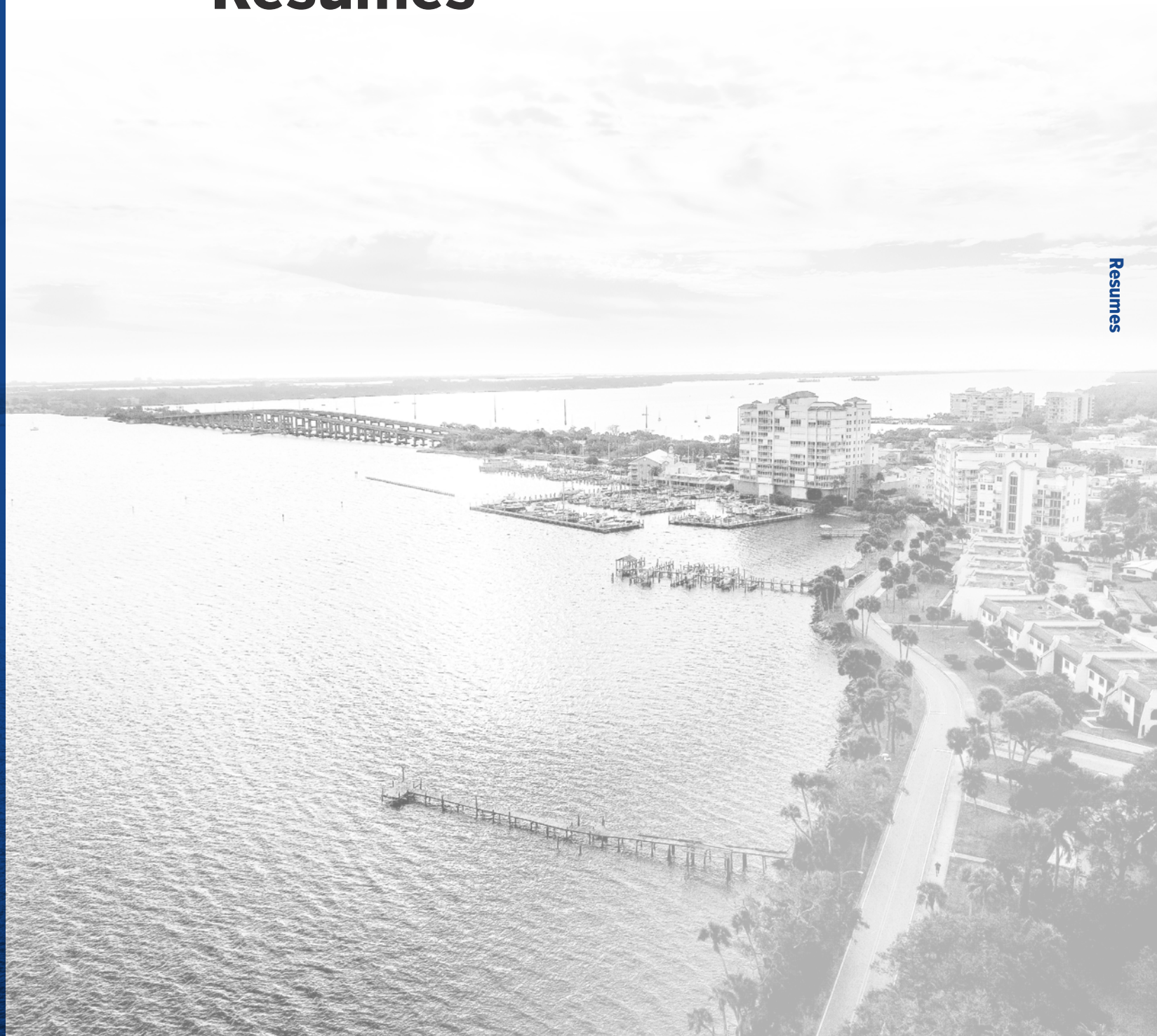
Carollo developed a specific team who can assist in specific wastewater testing processes and evaluation of technologies. For many clients, we have tested wastewater from treatment processes to determine effectiveness and assist in applying technologies. Recently, we have supported clients implementing wastewater surveillance programs for infection disease early detection in the collection system. More specifically to Cocoa, Carollo has developed and implemented the “Carollo Collector”. This is a lift station derived flow measuring device to capture the level in a wet well, pressure downstream of the pumps, and the lift station’s rainfall using a raspberry pi as that data logger and transmission device. The raspberry pi acts as the PLC and allows us to use a portable system to capture all the data necessary to calculate the rainfall-derived infiltration and inflow. All of the data is accessible from an online dashboard interface for review and analysis.



The Advantage: Implement I&I studies for a fraction of the cost and avoid relaying on third party vendors to collect the data. We can also install the equipment permanently and wire it to the SCADA for even more flexibility for future analysis.

As a trusted partner, Cocoa allowed us to test this device with your lift station. We continue to successfully gather data to prove out gains of the I&I improvement program. Our goal in the next phase will be to expand this data collection effort along with other tools such that we can document and prove Cocoa’s Return-on-investment from its I&I program.

Resumes





Scott Richards, PE

PRINCIPAL-IN-CHARGE/SFO

Professional Engineer, Florida License # 71505
BS, Mechanical Engineering // 21 Years of Experience

Scott brings exceptional skills and experiences specific to the City. He has unique communication skills, clearly conveying technical ideas to you and in turn, your preferences and decisions back to the design team, keeping his projects on track. Second, he is a "hands-on", practical engineer that can think out of the box to bring money-saving ideas to you.

Project Experience:

FY 19-23 Sewer Field Operations Division Engineering Support
City of Cocoa, FL // Principal-in-charge // As needed project management and coordination, technical support and review, SCADA maintenance, long term strategic planning, and manhole/gravity sewer program maintenance.

Critical Force Main Investigation, Lift Station 5 to Westside Regional Water Reclamation Facility
City of Daytona Beach, FL // Principal-in-charge // Investigation of seven miles of critical 36-inch force main. Work included hydraulic modeling for reliability scenarios, field data collection/survey, acoustic ball investigation for air pockets/leak detection, and recommendations for future improvements.

Lift Station 34 (LS34) Design Services
City of Daytona Beach, FL // Principal-in-charge // Investigation to determine potential options for improving LS34 as well as selecting and creating the design for these improvements.



Elisabetta Natale, PE, ENV SP

PROJECT MANAGER

Professional Engineer, Florida License # 84993
MS/ME, Civil/Environmental Engineering | BS, Civil/Environmental Engineering // 13 Years of Experience

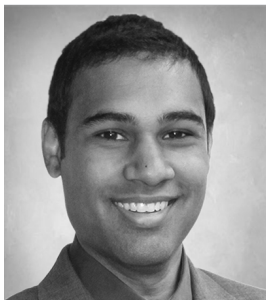
Elisabetta will oversee the day-to-day efforts of the work and will be responsible for keeping projects on schedule and within budget. She has served primarily municipal utility clients and provides extensive project management, design, permitting, and construction phase services for new and rehabilitation of wastewater system and facilities projects.

Project Experience:

FY19-23 Engineering Services for Wastewater Collection, Treatment and Disposable Systems
City of Cocoa, FL // Project manager // Review and maintenance of the wastewater collection system model, condition assessment and asset management assistance, engineering evaluations, data collection and review, design, bidding support, construction administration, and permitting.

Camelot WRF Reuse System Operational Investigation
Toho Water Authority, Kissimmee, FL // Project manager and project engineer // Development of a WaterGEMS hydraulic model reuse system, development and comparative analysis of alternatives for system operational and infrastructure modifications, cost analysis, and service areas of the two WRFs.

Sandhill Water Reclamation Facility Upgrade, Expansion Design, and Construction Management
Toho Water Authority, Kissimmee, FL // Deputy project manager // Preliminary and final design, permitting, bidding, and construction phase services (CMAR delivery) for expansion of the Sandhill WRF from its current capacity of 6.0-mgd, aadf to 7.5-mgd aadf.



Kunal Nayee, PE
PROJECT ENGINEER

Professional Engineer, Florida License # 83294
MS, Civil Engineering | BS, Environmental Engineering // 11 Years of Experience

Kunal's focus is working with municipalities on asset management studies as well as utility design. His projects include hydraulic modeling for city- and county-level systems, asset management studies, and water and wastewater system designs.

Project Experience:

FY19-23 Sewer Field Operations Division Engineering Support
City of Cocoa, FL // Project engineer // As needed project management and coordination, technical support and review, SCADA maintenance, long term strategic planning, and manhole/gravity sewer program maintenance.

Lift Station No. 1 Replacement Project – Phases 1, 2 & 3
City of Cocoa, FL // Project engineer // Design and services during construction for a new lift station due to aging and severe corrosion of the mechanical components.

South Beach Street Force Main Improvements Project – Bethune Tie-in Design
City of Daytona Beach, FL // Project engineer // Evaluation and design of the structural requirements for supporting of a 36-inch force main to minimize risks associated with connecting to the existing 42-inch gravity sewer main.



Vic Godlewski, PE
JERRY SELLERS WRF LEAD

Professional Engineer, Florida License # 71505
BS, Mechanical Engineering // 21 Years of Experience

Vic's project experience includes wastewater treatment plant upgrades and expansions, utility master plans, lift stations, pipeline and conveyance. He brings a unique perspective to the team as the former Wastewater Division Manager for the City of Orlando. He will continue to provide leadership and technical guidance to the engineering team for the Jerry Sellers WRF.

Project Experience:

FY21-23 Engineering Division Support Services
City of Cocoa, FL // Project principal // As-needed assistance for professional engineering services for review and maintenance of the Jerry Sellers WRF, currently overseeing the supplemental carbon evaluation for implementation at the Sellers WRF.

Bee Ridge Advanced Water Reclamation Facility (BRWRF) Upgrade and Expansion
Sarasota County, FL // Process engineer // Preliminary and final design, permitting, bidding, and construction phase services to expand the BRWRF from 12-mgd MADF to 18-mgd MMADF.

Biosolids Master Plan
City of Cocoa, FL // Project principal // Development of a biosolids master plan to assist the City of Cocoa with identifying biosolids management strategies for the Jerry Sellers WRF.



Erica Stone, PhD, PE

QUALITY CONTROL MANAGER

Professional Engineer, Florida License # 75487
PhD/BS, Environmental Engineering // 17 Years of Experience

Erica's expertise is in the areas of water/wastewater treatment, environmental studies, sampling, research, and data analysis. She has completed bench and pilot test studies, as well as process selection alternative analysis and feasibility studies. She will oversee Carollo's comprehensive quality control program for projects assigned under this contract.

Project Experience:

Facility Plans for the North and South Water Reclamation Facilities
Orange County Utilities, FL // Quality control reviewer // Development of facility plans for the improvements to the NWRF and SWRF.

Tampa Augmentation Project
City of Tampa, FL // Quality control reviewer // Study using natural treatment systems (wetlands and soil aquifer treatment) to return highly treated reclaimed water from the Howard F. Curren Advanced Wastewater Treatment Plant to the regional raw water supply.

South Bermuda WRF Upgrades Expansion
Toho Water Authority, FL // Quality control reviewer // Designed upgrades that included a new grit removal system, improvements to the RAS and WAS pump stations, and other electrical and instrumentation support systems.



Kirsten Burns, PE

PLANNING/CIP LEAD

Professional Engineer, Florida License # 87900
BS, Environmental Engineering // 8 Years of Experience

Kirsten brings experience focused on master planning, CIP development, hydraulic modeling and collection system planning to this project team. Similar project experience includes master planning, hydraulic modeling, flow/demand projections, and system analysis.

Project Experience:

Wastewater Master Plan
City of Daytona Beach, FL // Project engineer // Data collection and assisted in field investigations, flow, and pressure monitoring data for model calibration. Constructed and calibrated hydraulic model and existing and future analysis for improvements for wet and dry weather conditions. Developed future flow and population projections, cost estimating, and model training for the City staff.

Calibrated Wastewater Hydraulic Model
Pasco County Utilities, FL // Hydraulic modeling // On-site data collection; population, flow, and diurnal pattern analysis; field testing; model development; calibration for dry and wet weather scenarios; and overall system analysis for wastewater collection system which includes over 600 publicly owned pump stations and extensive gravity sewer system connected to six active treatment plants.

Wastewater Hydraulic Modeling Assessment
City of St. Petersburg, FL // Project engineer // Capacity evaluations, development of a wet weather overflow mitigation program, prioritization of R&R for the wastewater transmission and collection system.



Arsalan Akram

SCADA/I&C

Certificates: Wonderware InTouch and System Platform Application Server; CitectSCADA; Rockwell FactoryTalk View ME, SE; Trihedral VTScada

BS, Electrical Engineering // 23 Years of Experience

Arsalan is a senior programmer with Carollo with expertise working computer networks, design and deployment of HMI and SCADA systems, historical system design and reporting requirements, PLC system design and programming for small and large plants (machine controls, water and wastewater controls), field instruments, variable frequency drives (VFDs) and soft-start integration and control, electrical design, and network protocol conversion.

Project Experience:

Jerry Sellers Water Reclamation Facility SCADA Services
City of Cocoa, FL // Senior programmer // SCADA hardware and software maintenance. SCADA, PLC and RTU programming and support.

Water Reclamation Facility Expansion
City of Plant City, FL // Senior programmer // Responsible for overall SCADA network, factory acceptance testing, and commissioning on customer site and customer training.

Everest Water Reclamation Facility Expansion
City of Cape Coral, FL // Senior programmer // Developed screens, designed and configured Ethernet, redundant ControlNet and DeviceNet networks, deployed Domain server, redundant RSView SE servers, OSI PI server and Rockwell AssetCenter. Helped program redundant ControlLogix PLC's. Designed 3D screens using Sketchup software, and configured network switches and router.



Mark Pellish, PE

ELECTRICAL ENGINEER

Professional Engineer, Florida License # 46906
BS, Electrical Engineering // 38 Years of Experience

As a senior electrical engineer, Mark's expertise consists of the design of electrical power distribution systems for water and wastewater treatment plants, distribution and sewer collection systems, and lift/ pumping stations. He has worked with the City of Cocoa facilities and will bring that understanding and knowledge to bear on projects assigned under this contract.

Project Experience:

Wastewater Basin 306 Master Pump Station
Collier County Utilities, FL // Electrical engineer // Design of upgrades to two existing mas-ter pump stations and design of one new master pump station within Basin 306 wastewater collection system.

Jerry Sellers WRF SCADA Network and Electrical Building Expansion Design
City of Cocoa, FL // Electrical engineer // Design of a new server room building, expansion of the existing electrical building, and update of the electrical design for the new SCADA network.

Bee Ridge Water Reclamation Facility Expansion to 18-mgd
Sarasota County, FL // Electrical/I&C // Expansion of the BRWRF from 12-mgd MADF to 18-mgd MMADF and conversion of its process to meet Florida AWT requirements.



John Sobczak, PE | Wekiva

STRUCTURAL ENGINEERING LEAD

Professional Engineer, Florida License # 71407
MS, Structural Engineering | BS, Mechanical Engineering // 17 Years of Experience

John is well versed in the requirements for the preparation of structural design calculations and high-quality contract documents for wastewater treatment facilities. His broad experience enables him to provide solutions to engineering problems that are the most cost effective and simple enough to ensure smooth construction and superior results.

Project Experience:

Jerry Sellers WRF Influent, Internal Recycle, and Transfer Pump Station Improvements
City of Cocoa, FL // Structural engineer // Design and construction phase services for the repair and replacement of the existing aging influent pump station and transfer pump station.

Westside Regional Water Reclamation Facility Improvements
City of Daytona Beach, FL // Structural engineer // Designed modifications to the Bardenpho basins to include supplemental air piping and mixers, deep bed sand filters, mudwell, clearwell, clarified liquid pump station, and several single-story masonry electrical buildings.

East WWTP Air Piping Emergency Replacement
City of Winter Springs, FL // Structural engineer // Emergency replacement of the East WWTP air piping between the blower room and treatment basins.



Gerry Torres, DBIA

CONSTRUCTABILITY/CONSTRUCTION MANAGEMENT

Designated Design-Build Professional
AS, Civil Engineering // 22 Years of Experience

Gerry has experience in water and wastewater treatment projects, including estimating, preconstruction, and project operations on design-bid-build and integrated delivery projects. He also has an extensive background in cost-effective planning and buy-out of facilities and solid relationships with local subcontractors and vendors.

Project Experience:

Bee Ridge Water Reclamation Facility Expansion to 18-mgd
Sarasota County, FL // Construction manager // Expansion of the BRWRF from 12-mgd MADF to 18-mgd MMADF and conversion of its process to meet Florida AWT requirements.

Southeast Wastewater Treatment Plant Expansion
Pasco County, FL // Construction inspection // On-site resident project representative and construction inspection services of the Southeast Wastewater Treatment Plant expansion from 3- to 6-mgd AADF, plus several thousand linear feet of force main replacement and addition outside the fence.

Wastewater Treatment Plant Improvements
City of Sarasota, FL // Field investigation and data review // Renew and/or replace existing facilities, automate existing treatment processes, “harden” existing facilities against severe weather events and cyber attacks, evaluate electrical needs, and provide redundancy for critical infrastructure for the existing 10.2 million gallon per day (mgd) advanced wastewater treatment plant

Required Forms and Statements



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AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. **Current domicile of Project Manager:**

Name	Elisabetta Natale, PE
Address	608 Largovista Drive
City, State, Zip	Oakland, FL 34787
County	Orange

Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? X Yes ____ No

2. **Current domicile of Project Engineer:**

Name	Kunal Nayee, PE
Address	5922 Rywood Drive
City, State, Zip	Orlando, FL 32810
County	Orange

Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? X Yes ____ No

3. **Firm's Office Location:**

Company	Carollo Engineers, Inc.
Address	200 E Robinson Street, Suite 1400
City, State, Zip	Orlando, FL 32801
County	Orange

Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? X Yes ____ No

CITY OF COCOA
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AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

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AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

Authorized Signatory	Carollo Engineers, Inc. **Name of Proposer**
M. Scott Richards, PE **Typed or Printed Full Name**	April 5, 2023 **Date**
Vice President **Title**	

On this 5th day of April, 2023, before me appeared (name) M. Scott Richards, PE, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) Carollo Engineers, Inc. to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires June 20, 2025

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

(seal)

Date April 5, 2023

State of Florida

County of Orange

CITY OF COCOA
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AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF Florida

CITY OF Orlando

BEFORE ME, the undersigned authority, this day personally appeared M. Scott Richards, PE, who, after first being duly sworn, upon oath, deposes and says:

1. My name is M. Scott Richards, PE and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of Vice President for Carollo Engineers, Inc. (hereinafter "Respondent") and have been employed by Respondent since December 4, 2017.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing

CITY OF COCOA
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and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
RFQ-18-10-COC - TO 2021-20	$10,490.00
RFQ-18-10-COC - TO 2023-29	$199,394.08
RFQ-18-10-COC - TO 2023-27	$371,444.54
RFQ-18-10-COC - TO 2023-31	$125,913.68
RFQ-18-10-COC - TO 2023-28	$163,646.12
RFQ-18-10-COC - TO 2023-32	$34,718.34
RFQ-18-10-COC - TO 2021-16	$97,430.00
RFQ-18-10-COC - TO 2023-30	$19,963.29

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

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CONTRACT	AMOUNT PAID
RFQ-18-10-COC - TO 2022-21	$19,963.29
RFQ-18-10-COC - TO 2022-22	$163,646.12
RFQ-18-10-COC - TO 2021-20	$10,490.00
RFQ-18-10-COC - TO 2022-23	$54,360.00
RFQ-18-10-COC - TO 2022-24	$248,637.38
RFQ-18-10-COC - TO 2022-25	$199,474.54
RFQ-18-10-COC - TO 2020-12	$4,051.00
RFQ-18-10-COC - TO 2020-13	$14,378.64
RFQ-18-10-COC - TO 202118	$454,738.62
RFQ-18-10-COC - TO 2021-15	$157,598.35
RFQ-18-10-COC - TO 2020-11	$175,810.66
RFQ-18-10-COC - TO 2021-17	$252,859.00
RFQ-18-10-COC - TO 2021-19	$19,963.29
RFQ-18-10-COC - TO 2020-14	$167,104.00

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: M. Scott Richards, PE

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of (X) physical presence or (___) online notarization, this 5th day of April, 20 23 by M. Scott Richards, PE [X] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of April, 20 23.

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC
Print Name: Teresa Eleanor Boywid
June 20, 2025
My Commission Expires:

CITY OF COCOA
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AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF Florida

CITY OF Orlando

BEFORE ME, the undersigned authority, this day personally appeared M. Scott Richards, PE, who, after first being duly sworn, upon oath, deposes and says:

1. My name is M. Scott Richards, PE and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of Vice President for Carollo Engineers, Inc. (hereinafter "Respondent") and have been employed by Respondent since December 4, 2017.

4. I am familiar with the current professional licensing status of Respondent.

5. I have assisted in preparing the Respondent's response to the City of Cocoa **RFQ Q-23-13 COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems** and I am familiar with the contents of said response.

6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; and

7. Based on my personal knowledge and belief, I state as follows:

   a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

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b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: M. Scott Richards, PE

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of (X) physical presence or ( ) online notarization, this 5th day of April, 20 23 by M. Scott Richards, PE [X] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of April, 20 23 .

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC
Print Name: Teresa Eleanor Boywid
My Commission Expires: June 20, 2025

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Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of $1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, 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 been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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(Authorized Signature)

M. Scott Richards, PE, Vice President
(Printed Name and Title)

Carollo Engineers, Inc.
(Name of Vendor)

STATE OF Florida, COUNTY OF Orlando

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 5th day of April, 20 23, by M. Scott Richards, PE (name of person whose signature is being notarized) as Vice President (title) of Carollo Engineers, Inc. (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC:

(Signature) State of Florida at Large (Seal)

Teresa Eleanor Boywid (Print Name) My commission expires: June 20, 2025

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

CITY OF COCOA
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2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

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Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

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

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

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

Authorized Signatory	M. Scott Richards, PE Typed Name of Signatory
Vice President Title	April 5, 2023 Date
Witness Signature	Teresa Boywid Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b.Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: Carollo Engineers, Inc.	Date: April 5, 2023
Signature of Authorized Certifying Official:	Title: M. Scott Richards, PE, Vice President

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Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

Carollo Engineers, Inc. whose business address is 200 E Robinson Street, Suite 1400, Orlando, FL 32801
[Name of entity submitting sworn statement]

and its Federal Employer Identification Number (FEIN) is 86-0899222.

My name is M. Scott Richards, PE and my relationship to the above is Vice President.
[Please print name of individual signing]

A.NON-COLLUSION PROVISION CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B.LOBBYING CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in `connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

Authorized Signatory	M. Scott Richards, PE Typed Name of Signatory
Vice President Title	April 5, 2023 Date
Witness Signature	Teresa Boywid Typed Name of Witness

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Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
X	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)

State of Incorporation	Delaware
Principal Place of Business (Enter Address)	2795 Mitchell Dr, Walnut Creek, CA 94598
Federal I.D. or Social Security Number	86-0899222

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name: Carollo Engineers, Inc.

Mailing_Address: 200 E Robinson St #1400, Orlando, FL 32801

Telephone_Number: 407-478-4642 E-mail Address: enatale@carollo.com

FEIN: 86-0899222 DUNS: 045809316 CAGE Code: C7HVTLQZSWN4 As issued through www.sam.gov

Authorized SignatoryPrinted Name

M. Scott Richards, PE

Title Vice President

Date April 5, 2023

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E-Verify Contractor Affidavit

I hereby certify that Carollo Engineers, 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 Carollo Engineers, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: M. Scott Richards, PE
Date: April 5, 2023

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this April 5, 2023 (date) by M. Scott Richards, PE (name of officer or agent, title of officer or agent) of Carollo Engineers, Inc. (name of corporation acknowledging) , a Delaware (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
Teresa Eleanor Boywid
Name typed, printed, or stamped
My Commission Expires: June 20, 2025

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025



Company ID Number:40635 Client Company ID Number:1491821

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Carollo Engineers, Inc.
Company Facility Address	2795 Mitchell Drive Walnut Creek, CA 94598
Company Alternate Address	4600 E Washington St Suite 500 Phoenix, AZ 85034
County or Parish	Contra Costa
Employer Identification Number	86-0899222
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	46



Company ID Number:40635 Client Company ID Number:1491821

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

California	10
Texas	7
Virginia	1
Florida	7
Massachusetts	1
Wisconsin	1
Illinois	1
Colorado	3
Missouri	1
New Mexico	1
Idaho	1
Arizona	3
Washington	1
Hawaii	1
Oklahoma	1
Nevada	2
Oregon	1
Utah	1
Nebraska	1
New York	1

Company ID Number:40635 Client Company ID Number:1491821

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Angie Keezer
Phone Number	(602) 474-4236
Fax Number	
Email Address	akeezer@carollo.com

Name	Christian Varela
Phone Number	(602) 474-4287
Fax Number	
Email Address	cvarela@carollo.com

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FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. *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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, 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

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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 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 (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has

been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to 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. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

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

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. 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 (b)(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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.

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(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section

~~**5.** Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. 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.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. 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.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. 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).

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b. 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.

c. 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 Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. 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.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. 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.

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

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this

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clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1.Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2.Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3.Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4.Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1.A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2.Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a.Are *not used* as a substantial or essential component of any system; *and*

b.Are *not used* as critical technology of any system.

2.Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment

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or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

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(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, 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 FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

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

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

16. *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.

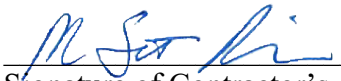
17. *Program Fraud and False or Fraudulent Statements or Related Acts*

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. *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.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(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

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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, Carollo Engineers, 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.



Signature of Contractor's Authorized Official

M. Scott Richards, PE, Vice President

Name and Title of Contractor's Authorized Official

April 5, 2023

Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondent/Contractor Name: Carollo Engineers, Inc.

Mailing Address: 200 E Robinson Street, Suite 1400, Orlando, FL 32801

Telephone Number: 407-478-4642 E-mail Address: enatale@carollo.com

FEIN: 86-0899222 DUNS: 045809316 CAGE Code: C7HVTLQZSWN4 As issued through www.sam.gov

Authorized Signature — April 5, 2023 Date

M. Scott Richards, PE
Name of Respondent

Vice President
Title

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1.Company Name City of Daytona Beach
Contact Name and Title Eric Smith, PE, Deputy Utilities Director
Address 3651 LPGA Boulevard, Daytona Beach, FL 32124
Phone Number 386-671-8829 | e. smitheric@codb.us
Duration of Contract or business relationship 16 Years
We currently hold two continuing contracts with the City of Daytona Beach, one focused on water and wastewater treatment facilities and the other focused on planning, studies, design, and construction phase services for pipelines and pumping facilities.

2.Company Name City of Boynton Beach
Contact Name and Title Christopher Roschek, PE, Utilities Operations
Address 124 E. Woolbright Rd.| Boynton Beach, FL 33435
Phone Number 561-742-6413 | e. roschekc@bbfl.us
Duration of Contract or business relationship 9 Years
We currently hold a continuing services contract that is focused on water and wastewater t planning, studies, design, and construction phase services.

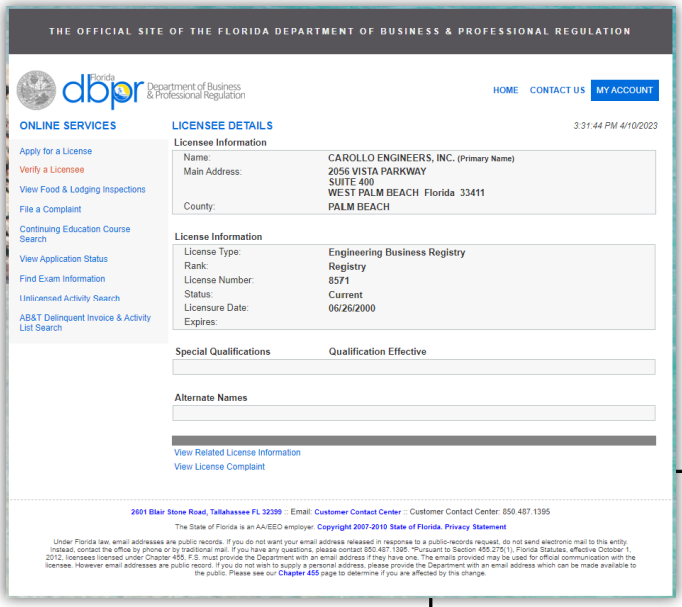
3. Name Toho Water Authority
Contact Name and Title Lan Zhou, Project Manager
Address 3651 LPGA Boulevard, Daytona Beach, FL 32124
Phone Number 407-944-5027 | e. lzhou@tohowater.com*
Duration of Contract or business relationship 7 Years
Carollo has been providing professional engineering services to Toho on water and wastewater treatment facilities including planning, studies, design, and construction phase services.

**Lan is currently working out of the Country and email is the most effective and preferred method of contact until she returns to the office.*

Standard Terms and Conditions/Special Condition Modification Requests

Carollo has no exceptions to the standard terms and conditions provided by the City in your Request for Qualifications Q-23-13-COC or any special condition modification requests at this time.

Carollo Business Licenses



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:31:44 PM 4/10/2023

Licensee Information

Name:	CAROLLO ENGINEERS, INC. (Primary Name)
Main Address:	2056 VISTA PARKWAY SUITE 400 WEST PALM BEACH Florida 33411
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	8571
Status:	Current
Licensure Date:	06/26/2000
Expires:	

Special Qualifications | Qualification Effective

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

State of Florida
Department of State

I certify from the records of this office that CAROLLO ENGINEERS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on May 25, 2000.

The document number of this corporation is F00000003055.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 13, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of February, 2023

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

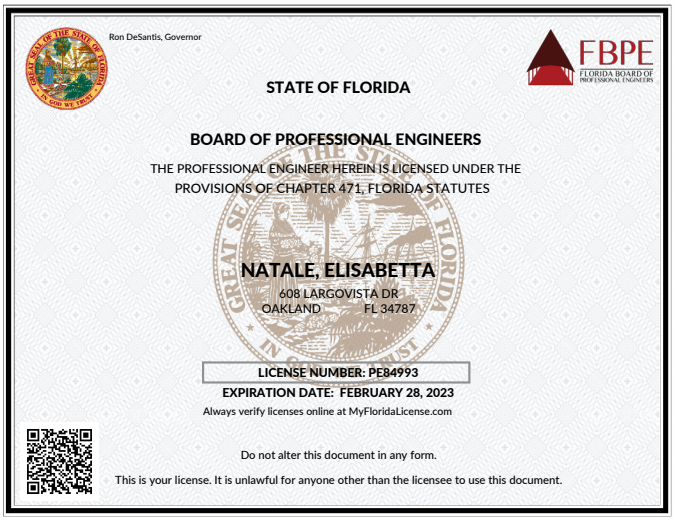
Secretary of State

Tracking Number: 9545514977CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Carollo Personnel Licenses



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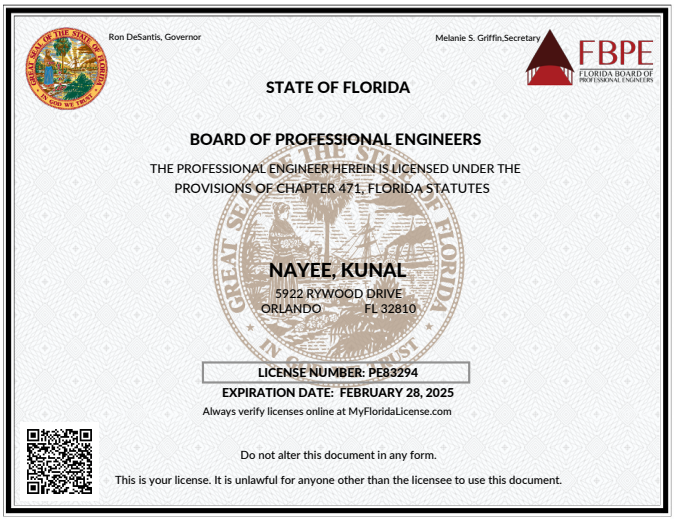
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NATALE, ELISABETTA
608 LARGOVISTA DR
OAKLAND FL 34787

LICENSE NUMBER: PE84993
EXPIRATION DATE: FEBRUARY 28, 2023
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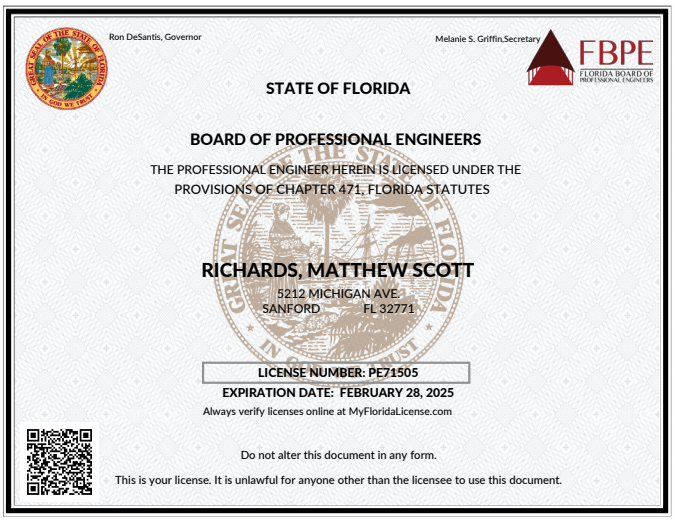
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NAYEE, KUNAL
5922 RYWOOD DRIVE
ORLANDO FL 32810

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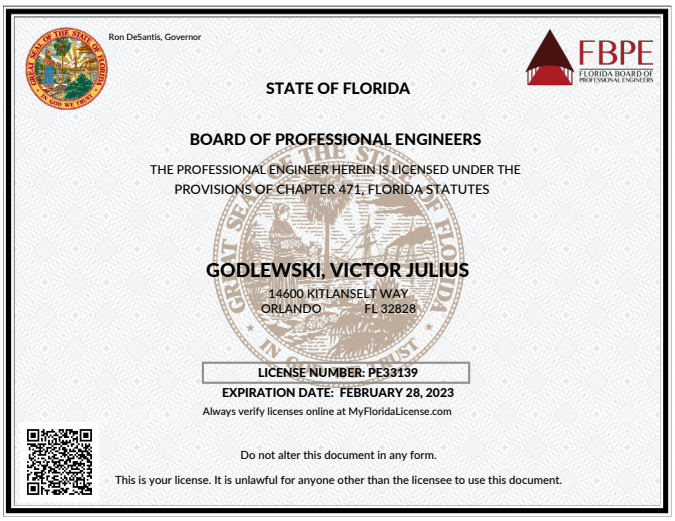
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RICHARDS, MATTHEW SCOTT
5212 MICHIGAN AVE
SANFORD FL 32771

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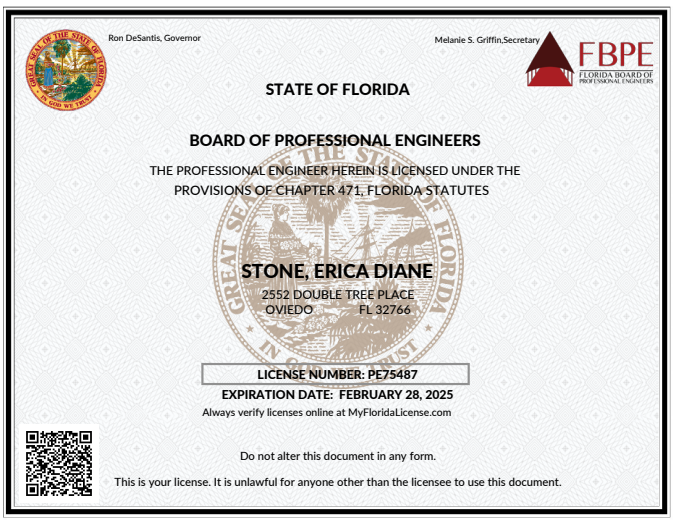
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GODLEWSKI, VICTOR JULIUS
14600 KITLANSELT WAY
ORLANDO FL 32828

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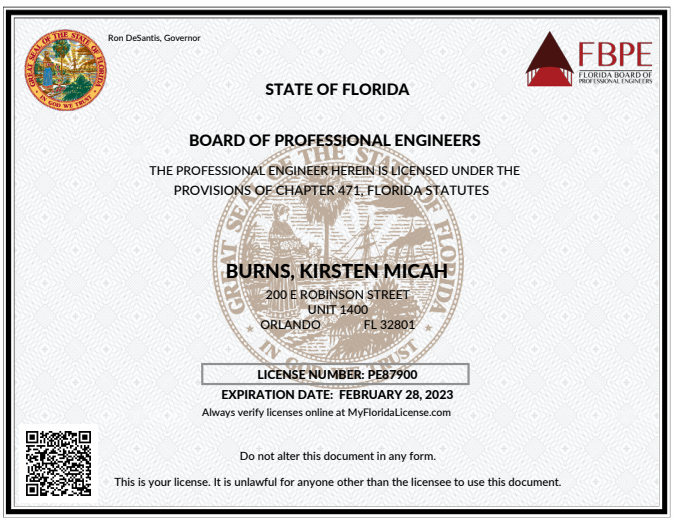
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STONE, ERICA DIANE
2552 DOUBLE TREE PLACE
OVIEDO FL 32766

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BURNS, KIRSTEN MICAH
200 E ROBINSON STREET
UNIT 1400
ORLANDO FL 32801

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PELLISH, MARK A

200 EAST ROBINSON STREET
SUITE 1400
ORLANDO FL 32801

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SABATINO, ANTHONY D.

24031 GREENWOOD XING
EUSTIS FL 32736

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WARNER, RICHARD C.

4958 BUTLER NATIONAL DRIVE
WESLEY CHAPEL FL 33543

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THOMAS, MARY FICKERT

200 E. ROBINSON ST
SUITE 1400
ORLANDO FL 32801

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HELMS, AUBREY DALE JR.

200 EAST ROBINSON STREET
SUITE 1400
ORLANDO FL 32801

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SOBCZAK, JOHN VINCENT

390 DUBSDREAD CIR
ORLANDO FL 32804

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MANNING, JASON PARKER

1300 N. COCOA BOULEVARD
COCOA FL 32922

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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6885**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

BRAD H ALEXANDER
PO BOX 149487
ORLANDO, FL 32814-9487

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

7/4/2023

DATE (MM/DD/YYYY): 3/28/2023

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: Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1472884: CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Zurich American Insurance Company — 16535 INSURER B: Continental Casualty Company — 20443 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 19455159 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	GLO 9730569	7/4/2022	7/4/2023	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 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2022	7/4/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 9730570	7/4/2022	7/4/2023	[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
B	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2022	7/4/2023	EACH CLAIM: $4,000,000; AGGREGATE: $4,000,000	

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

RFQ - Engineering Services for Wastewater Collection, Treatment, and Disposal Systems, Bid No. Q-23-13-COC. City of Cocoa is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER

19455159
City of Cocoa
65 Stone St.
Cocoa FL 32922

CANCELLATION See Attachments

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: Joseph M Agnello

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ACORD 25 (2016/03)

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MBE Certificate

State of Florida

Woman & Minority Business Certification

L & S Diversified

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
07/07/2021 to 07/07/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

200 East Robinson Street, Suite 1400, Orlando, FL 32801
407.478.4642 | carollo.com

Legislation Details (With Text)

File #:	23-323	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	5/16/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Second Reading Ordinance 03-2023: Consideration of a Zoning Map Amendment for 77 parcels totaling ±11.59 acres from Commercial Neighborhood (C-N) to Multi-Family District (RU-2-15). (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment 4 Ordinance 03-2023 Rezoning Quail Ridge from CN to RU-2-15 (1).pdf Attachment 3 Quail Ridge Rezoning Area (2).pdf Attachment 2 Quail Ridge Zoning Map (3).pdf Attachment 1 Quail Ridge 77 Parcels (3).pdf Legal Ad 5-18-23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 16, 2023
Agenda Date: May 23, 2023
Prepared By: Bryant Smith III, P.E, CFM - Public Works Director
Through: Stockton Whitten - City Manager
Requested Action:
Second Reading Ordinance 03-2023: Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of 77 parcels totaling ±11.59 acres from Commercial Neighborhood (C-N) to Multi-Family District (RU-2-15).

BACKGROUND:

The City of Cocoa is requesting to amend the Official Zoning Map designation of ±11.59 acres of parcels within the Quail Ridge condominiums from Commercial Neighborhood (C-N) to Multiple Family Residential (RU-2-15). The properties involved are as depicted in Attachment “1”. The reason for the requested change is to correct a conflict between the parcels’ current zoning and its future land use classification of Medium Density Residential.

As depicted in attachment 2, the development containing the impacted parcels, the Quail Ridge condominiums, currently has two (2) zoning categories, which are in conflict. The southern portion of the development, starting just above where Otterbein Avenue makes a final curve east towards southbound Florida Highway 501, is incorrectly zoned as C-N. The majority of Quail Ridge north of this curvature of Otterbein Avenue is zoned correctly at RU-2-15. Attachment 3 depicts the subject

properties being rezoned

Future Land Use Designation: Current: Medium Density Residential
Proposed: Medium Density Residential

Zoning District: Current: N-C
Proposed: RU-2-15

Existing Land Use: Multi-family residential (condominium)

Council District: District 3 Councilmember Rip Dyal,
District 4 - Councilmember Lorraine Koss

Legal Ad Date: May 18, 2023

	Future Land Use De	Zoning Districts	Land Uses
North	Medium Density Resi	RU-2-15	Multi-Fami Residentia
South	Very Low Density Re 15 (County)	RU-1-7 (City); RES-1	Single-Fan Residentia
East	Commercial	N-C	Commercia
West	Low Density Residen	RU-1-7	Single-Fan Residentia

I. Rezoning Analysis
The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City of Cocoa, Article XXII, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The proposed rezoning is not contrary to the established land use pattern. Rather, it changes the zoning of this portion of the Quail Ridge condominiums to make it match the zoning of the remaining portion of the development. It also serves to make this portion of the development consistent with the future land use classification covering the project as a whole.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: The proposed zoning change would not create an isolated district. Rather, it would take what is an isolated zoning area in the Quale Ridge condominiums and make it conforming with the zoning and future land use of the remainder of the development.

c. *The proposed change would materially alter the population density pattern and thereby increase or*

overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: This zoning change would in no way materially alter the population density pattern nor increase or overtax local facilities. The area is already multi-family development, and no redevelopment is proposed. The rezoning simply corrects the Official Zoning Map to accurately reflect the zoning of the use and to make it consistent with the future lane use classification on the property.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The existing zoning district boundaries are currently illogically drawn, with a portion of this multi-family project being zoned RU-2-15, and this subject portion of the project being zoned N-C. This change will unify the zoning and future land use classifications of the multi-family development, distinguishing it from the commercial development to the east.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The proposed zoning amendment would not be contrary to the Future Land Use Map. Rather, the rezoning to RU-2-15 would bring this non-conforming zoning into conformance with the existing Medium Density Residential Future Land Use Map designation. The proposed rezoning would be consistent with the following Future Land Use Element of the Comprehensive Plan:

Policy 1.1.2.4: Medium Density Residential (MDR). Medium density residential areas shall be regarded as areas of moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.

A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.

Response: The proposed amendment area has direct access to SR 501, which has a functional classification of “Arterial” as shown on Map M-II-2 Functional Roadway Classification Map of the Transportation Element.

B. These areas should have convenient access to community services.

Response: SR 501 has a shopping center as well as a Wal-Mart immediately to the east of the Quail Ridge condominiums. Further south, SR 501 continues as a major corridor with retail and other institutional uses, including has a campus of Eastern Florida State College Cocoa Campus, as well as other schools and retail outlets

C. New developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City’s Land Development Regulations.

Response: No new development is proposed with this rezoning. It is simply an administrative correction to an incorrect zoning classification.

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: Staff's becoming aware of the inconsistency between the existing land use, the current future land use classification and the zoning created the condition making this change necessary.

g. *The proposed change will adversely influence living conditions in the neighborhood.*
Staff Finding: The subject area is already developed. No redevelopment is proposed. Thus, living conditions in the neighborhood will remain unchanged.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: The existing development is not changing, and thus, there will no increase in traffic congestion no other impacts to the public safety.

i. *The proposed change will create a drainage problem.*

Staff Finding: No new development or redevelopment is proposed with this rezoning. The area is currently developed, and thus, a drainage problem will not be created.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: No new development or redevelopment is proposed with this rezoning. The area is currently developed, and thus, there will not be a reduction in light or air to adjacent areas.

k. *The proposed change will adversely affect property values in the adjacent areas.*
Staff Finding: No new development or redevelopment is proposed with this rezoning. The area is currently developed, and thus, property values in the adjacent area will not be affected.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: No new development or redevelopment is proposed with this rezoning. The area is currently developed, and thus, will not be a deterrent to the improvement or development of adjacent property.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: This rezoning is an administrative correction being applied for by the City. It will thus not constitute or grant a special privilege to an individual owner as contrasted with the public welfare.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: This is simply a rezoning to correct an administrative error. There will be no change in the way the land is being used.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the City.*

Staff Finding: No new development or redevelopment is proposed with this rezoning. The area is

currently developed, and thus, there is no change to the scale which would impact the needs of the neighborhood or City.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: The use is an existing use, and will not be changed due to this rezoning.

Consistency with Comprehensive Plan Policies and Objectives
The proposed RU-2-15 zoning designation is consistent with the allowable uses under the Medium Density Residential future land use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities
Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Response: The project is already developed, and no redevelopment is proposed. This rezoning will not impact the availability of public services or facilities.
.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

At the April 25, 2023 City Council Meeting, the City Council Approve Ordinance 03-2023 on First Reading.

At the April 5, 2023 Planning and Zoning Board Meeting, the board recommended the City Council Approve Ordinance 03-2023.

RECOMMENDED MOTION:
Staff recommends approval of Second Reading Ordinance 03-2023: Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of 77 parcels totaling±11.59 acres from Commercial Neighborhood (C-N) to Multi-Family District (RU-2-15).

ORDINANCE NO. 03-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF SEVENTY-SEVEN (77) PARCELS OF REAL PROPERTY, TOTALING 11.59 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTHEAST CORNER OF QUAIL RIDGE COURT AND OTTERBEIN AVENUE, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM C-N (NEIGHBORHOOD COMMERCIAL DISTRICT) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from C-N (Neighborhood Commercial District) to RU-2-15

(Multiple-Family Dwelling District) for the real property depicted and described on **Exhibit A,** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____

___

MICHAEL C. BLAKE, Mayor

ATTEST:

_____

CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A

Description of Real Property

The Southern portion of Tax Parcel ID: 24-36-18-00-756-.XA (Condo Common Area) and including the following addresses/parcels:

1926 Otterbein Avenue, Unit 101, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756
1926 Otterbein Avenue, Unit 102, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756.A
1926 Otterbein Avenue, Unit 103, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756.B
1926 Otterbein Avenue, Unit 104, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756.C

The Southern portion of Tax Parcel ID: 24-36-18-00-759.M-.XA (Condo Common Area) and including the following addresses/parcels:

1954 Quail Ridge Ct, Unit 1701, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.Q
1954 Quail Ridge Ct, Unit 1702, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.R
1954 Quail Ridge Ct, Unit 1703, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.S
1954 Quail Ridge Ct, Unit 1704, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.T

The Southern portion of Tax Parcel ID: 24-36-18-00-759.Y-.XA (Condo Common Area) and including the following addresses/parcels:

1933 Quail Ridge Ct, Unit 1101, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.Y
1933 Quail Ridge Ct, Unit 1102, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.Z
1933 Quail Ridge Ct, Unit 1103, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760
1933 Quail Ridge Ct, Unit 1104, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.A
1931 Quail Ridge Ct, Unit 1201, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.B
1931 Quail Ridge Ct, Unit 1202, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.C
1931 Quail Ridge Ct, Unit 1203, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.D
1931 Quail Ridge Ct, Unit 1204, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.E

Tax Parcel ID 24-36-18-00-760.F-.XA (Condo Common Area) and the following addresses/parcels:

1929 Quail Ridge Ct, Unit 1301, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.F
1929 Quail Ridge Ct, Unit 1302, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.G
1929 Quail Ridge Ct, Unit 1303, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.H
1929 Quail Ridge Ct, Unit 1304, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.I
1928 Quail Ridge Ct, Unit 1501, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.J
1928 Quail Ridge Ct, Unit 1502, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.K
1928 Quail Ridge Ct, Unit 1503, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.L
1928 Quail Ridge Ct, Unit 1504, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.M

Tax Parcel ID 24-36-18-00-760.N-.XA (Condo Common Area) and the following addresses/parcels:

1927 Quail Ridge Ct, Unit 1401, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.N

1927 Quail Ridge Ct, Unit 1402, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.O
1927 Quail Ridge Ct, Unit 1403, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.P
1927 Quail Ridge Ct, Unit 1404, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.Q

Tax Parcel ID 24-36-18-00-755, 1990 MUSKINGUM AVE COCOA FL 32926

Tax Parcel ID 24-36-18-00-760.R-.XA (Condo Common Area) and the following addresses/parcels:

1925 Quail Ridge Ct, Unit 2601, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.R
1925 Quail Ridge Ct, Unit 2602, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.S
1925 Quail Ridge Ct, Unit 2603, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.T
1925 Quail Ridge Ct, Unit 2604, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.U

Tax Parcel ID 24-36-18-00-760.V-.XA (Condo Common Area) and the following addresses/parcels:

1921 Quail Ridge Ct, Unit 2401, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.V
1921 Quail Ridge Ct, Unit 2402, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.W
1921 Quail Ridge Ct, Unit 2403, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.X
1921 Quail Ridge Ct, Unit 2404, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.Y
1924 Quail Ridge Ct, Unit 2501, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.Z
1924 Quail Ridge Ct, Unit 2502, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761
1924 Quail Ridge Ct, Unit 2503, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.A
1924 Quail Ridge Ct, Unit 2504, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.B

Tax Parcel ID 24-36-18-00-761.C-.XA (Condo Common Area) and the following addresses/parcels:

1919 Quail Ridge Ct, Unit 2201, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.C
1919 Quail Ridge Ct, Unit 2202, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.D
1919 Quail Ridge Ct, Unit 2203, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.E
1919 Quail Ridge Ct, Unit 2204, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.F
1922 Quail Ridge Ct, Unit 2301, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.G
1922 Quail Ridge Ct, Unit 2302, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.H
1922 Quail Ridge Ct, Unit 2303, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.I
1922 Quail Ridge Ct, Unit 2304, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.J

Tax Parcel ID 24-36-18-00-761.K-.XA (Condo Common Area) and the following addresses/parcels:

1917 Quail Ridge Ct, Unit 1901, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.S
1917 Quail Ridge Ct, Unit 1902, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.T
1917 Quail Ridge Ct, Unit 1903, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.U
1917 Quail Ridge Ct, Unit 1904, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.V

Tax Parcel ID 24-36-18-00-761.S-.XA (Condo Common Area) and the following addresses/parcels:

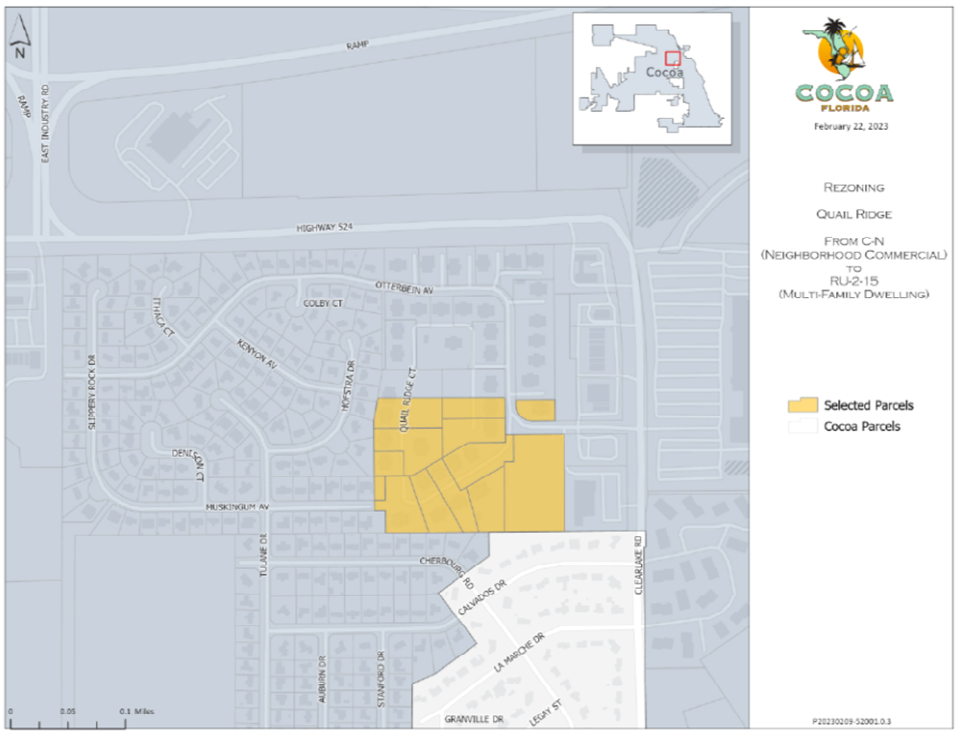
1918 Quail Ridge Ct, Unit 2001, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.K
1918 Quail Ridge Ct, Unit 2002, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.L
1918 Quail Ridge Ct, Unit 2003, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.M
1918 Quail Ridge Ct, Unit 2004, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.N
1920 Quail Ridge Ct, Unit 2101, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.O
1920 Quail Ridge Ct, Unit 2102, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.P
1920 Quail Ridge Ct, Unit 2103, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.Q
1920 Quail Ridge Ct, Unit 2104, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.R

Tax Parcel ID 24-36-18-00-759.U-.XA (Condo Common Area) and the following addresses/parcels:

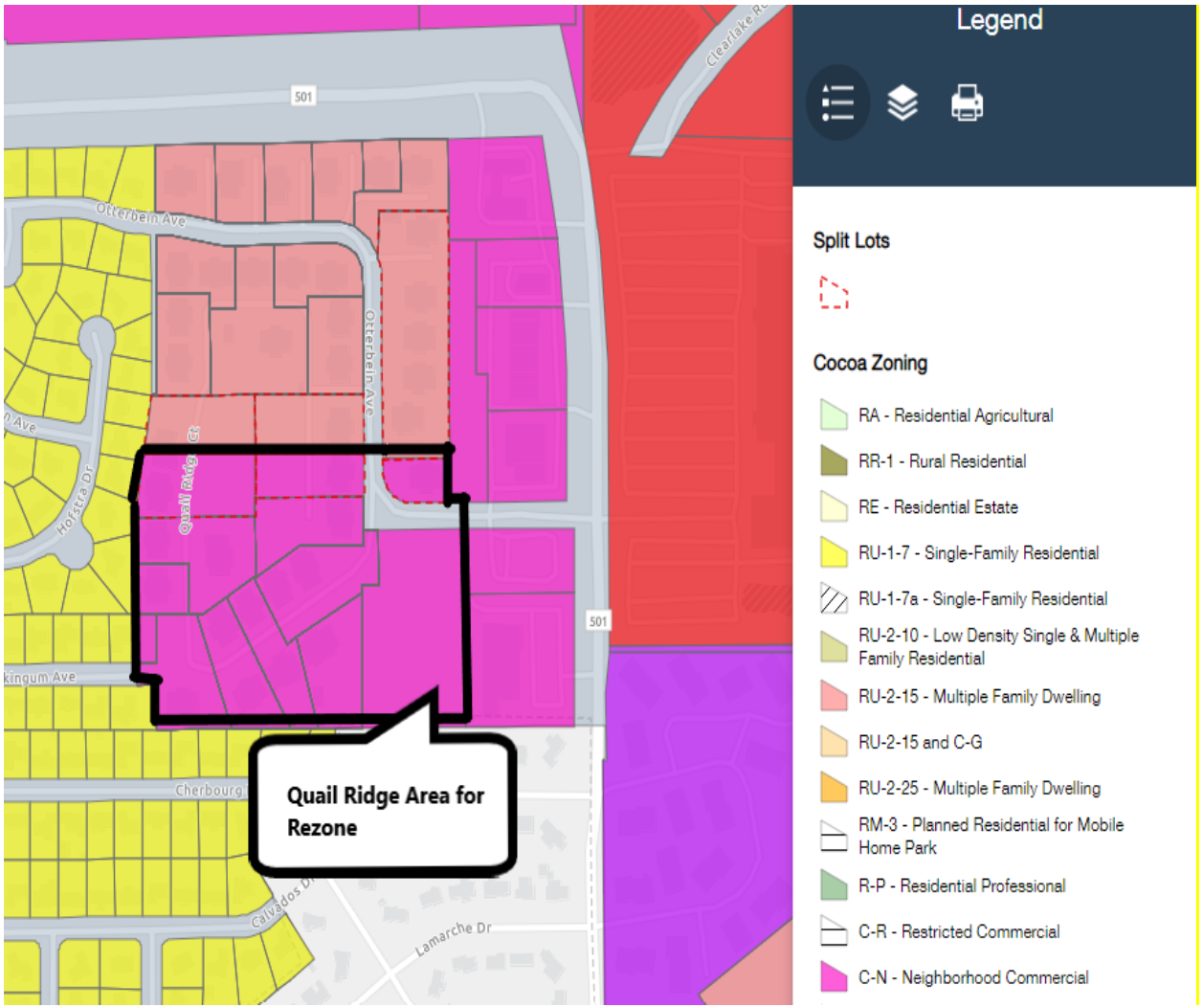
1956 Quail Ridge Ct, Unit 1801, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.U
1956 Quail Ridge Ct, Unit 1802, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.V
1956 Quail Ridge Ct, Unit 1803, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.W
1956 Quail Ridge Ct, Unit 1804, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.X

Tax Parcel ID 24-36-18-00-765, 1925 OTTERBEIN AVE COCOA FL 32922

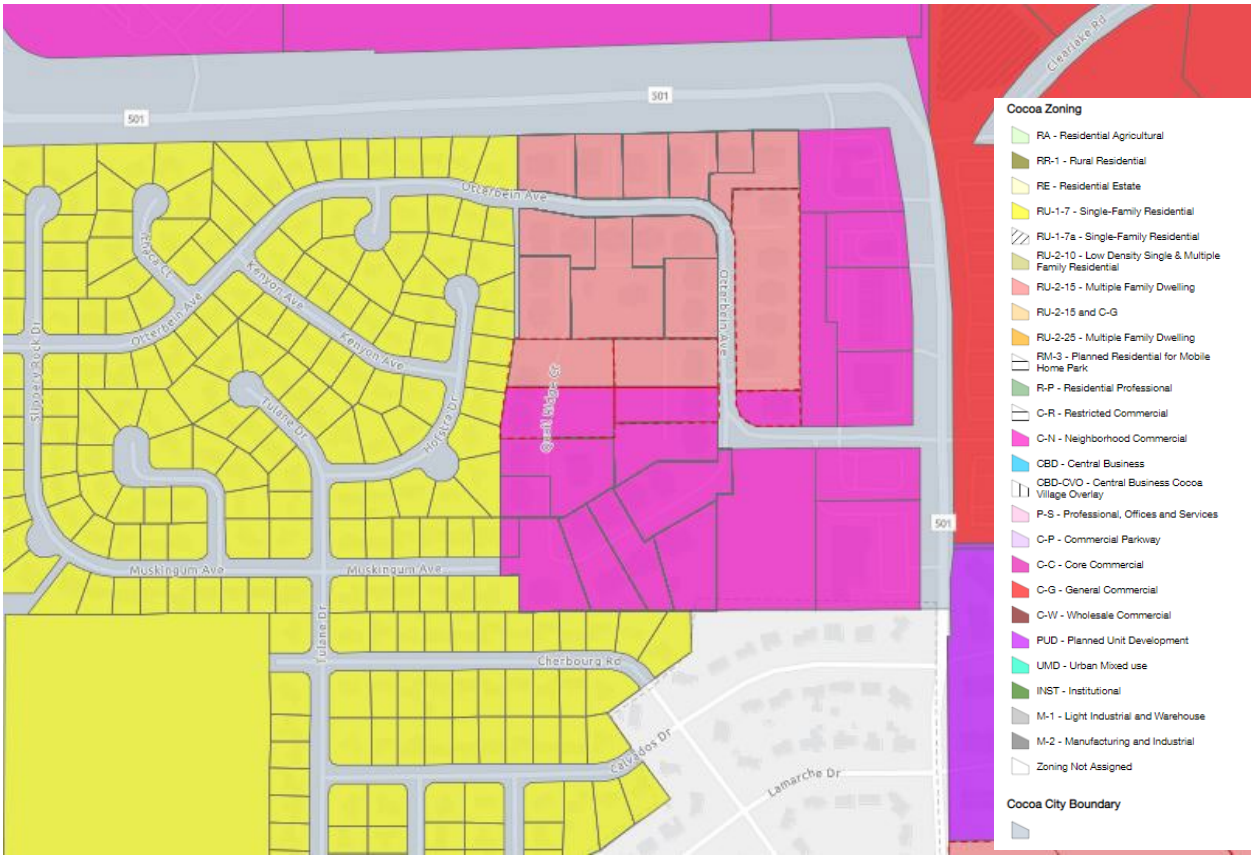
The above parcels are depicted as follows:



Attachment 3: Subject Property



Attachment 2 – Zoning Map



Attachment 1: Quail Ridge Parcels Being Rezoned

The Southern portion of Tax Parcel ID: 24-36-18-00-756-. XA (Condo Common Area), including the following addresses:

1926 Otterbein Avenue, Unit 101, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756
1926 Otterbein Avenue, Unit 102, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756.A
1926 Otterbein Avenue, Unit 103, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756.B
1926 Otterbein Avenue, Unit 104, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756.C

The Southern portion of Tax Parcel ID: 24-36-18-00-759.M-. XA (Condo Common Area), including the following addresses:

1954 Quail Ridge Ct, Unit 1701, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.Q
1954 Quail Ridge Ct, Unit 1702, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.R
1954 Quail Ridge Ct, Unit 1703, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.S
1954 Quail Ridge Ct, Unit 1704, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.T

The Southern portion of Tax Parcel ID: 24-36-18-00-759.Y-. XA (Condo Common Area), including the following addresses:

1933 Quail Ridge Ct, Unit 1101, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.Y
1933 Quail Ridge Ct, Unit 1102, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.Z
1933 Quail Ridge Ct, Unit 1103, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760
1933 Quail Ridge Ct, Unit 1104, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.A

Tax Parcel ID 24-36-18-00-760.F-. XA (Condo Common Area) and the following parcels:

1929 Quail Ridge Ct, Unit 1301, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.F
1929 Quail Ridge Ct, Unit 1302, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.G
1929 Quail Ridge Ct, Unit 1303, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.H
1929 Quail Ridge Ct, Unit 1304, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.I
1928 Quail Ridge Ct, Unit 1501, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.J
1928 Quail Ridge Ct, Unit 1502, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.K
1928 Quail Ridge Ct, Unit 1503, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.L
1928 Quail Ridge Ct, Unit 1504, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.M

Tax Parcel ID 24-36-18-00-760.N-. XA (Condo Common Area) and the following parcels:

1927 Quail Ridge Ct, Unit 1401, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.N
1927 Quail Ridge Ct, Unit 1402, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.O
1927 Quail Ridge Ct, Unit 1403, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.P
1927 Quail Ridge Ct, Unit 1404, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.Q

Tax Parcel ID 24-36-18-00-755, 1990 MUSKINGUM AVE COCOA FL 32926

Tax Parcel ID 24-36-18-00-760.R-. XA (Condo Common Area) and the following parcels:

1925 Quail Ridge Ct, Unit 2601, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.R
1925 Quail Ridge Ct, Unit 2602, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.S
1925 Quail Ridge Ct, Unit 2603, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.T
1925 Quail Ridge Ct, Unit 2604, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.U

Tax Parcel ID 24-36-18-00-760.V-. XA (Condo Common Area) and the following parcels:
1921 Quail Ridge Ct, Unit 2401, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.V
1921 Quail Ridge Ct, Unit 2402, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.W
1921 Quail Ridge Ct, Unit 2403, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.X
1921 Quail Ridge Ct, Unit 2404, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.Y
1924 Quail Ridge Ct, Unit 2501, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.Z
1924 Quail Ridge Ct, Unit 2502, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761
1924 Quail Ridge Ct, Unit 2503, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.A
1924 Quail Ridge Ct, Unit 2504, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.B

Tax Parcel ID 24-36-18-00-761.C-. XA (Condo Common Area) and the following parcels:
1919 Quail Ridge Ct, Unit 2201, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.C
1919 Quail Ridge Ct, Unit 2202, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.D
1919 Quail Ridge Ct, Unit 2203, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.E
1919 Quail Ridge Ct, Unit 2204, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.F
1922 Quail Ridge Ct, Unit 2301, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.G
1922 Quail Ridge Ct, Unit 2302, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.H
1922 Quail Ridge Ct, Unit 2303, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.I
1922 Quail Ridge Ct, Unit 2304, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.J

Tax Parcel ID 24-36-18-00-761.K-. XA (Condo Common Area) and the following parcels:
1917 Quail Ridge Ct, Unit 1901, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.S
1917 Quail Ridge Ct, Unit 1902, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.T
1917 Quail Ridge Ct, Unit 1903, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.U
1917 Quail Ridge Ct, Unit 1904, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.V

Tax Parcel ID 24-36-18-00-761.S-. XA (Condo Common Area) and the following parcels:
1918 Quail Ridge Ct, Unit 2001, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.K
1918 Quail Ridge Ct, Unit 2002, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.L
1918 Quail Ridge Ct, Unit 2003, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.M
1918 Quail Ridge Ct, Unit 2004, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.N
1920 Quail Ridge Ct, Unit 2101, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.O
1920 Quail Ridge Ct, Unit 2102, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.P
1920 Quail Ridge Ct, Unit 2103, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.Q
1920 Quail Ridge Ct, Unit 2104, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.R

Tax Parcel ID 24-36-18-00-759.U-. XA (Condo Common Area) and the following parcels:
1956 Quail Ridge Ct, Unit 1801, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.U
1956 Quail Ridge Ct, Unit 1802, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.V
1956 Quail Ridge Ct, Unit 1803, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.W
1956 Quail Ridge Ct, Unit 1804, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.X

Tax Parcel ID 24-36-18-00-765, 1925 OTTERBEIN AVE COCOA FL 32922

CITY OF COCOA
NOTICE OF PUBLIC HEARING

THE COCOA CITY COUNCIL

PROPOSES TO CONSIDER THE FOLLOWING:

ORDINANCE 02-2023 - ZONING TEXT AMENDMENT

SECOND READING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; changing the lists of permitted and Special Exception uses in Appendix A, Article XI of the Zoning Ordinance of the City of Cocoa related to Gym and Fitness facilities in the restricted Commercial, Neighborhood Commercial, General Commercial, Central Business District, Commercial Parkway, Wholesale Commercial, Planned Unit Development, and Cocoa Waterfront Overlay Districts; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.

ORDINANCE 03-2023 - ZONING MAP AMENDMENT

SECOND READING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; amending the Official Zoning Map designation of seventy-seven (77) parcels of real property, totaling 11.59 acres, more or less, and generally located on the southeast corner of Quail Ridge Court and Otterbein Avenue, in Cocoa, Florida, more particularly depicted and described on Exhibit "A" attached hereto, from C-N (Neighborhood Commercial District) to RU-2-15 (Multiple-Family Dwelling District); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date.



3-D HOMES LLC BINDING DEVELOPMENT AGREEMENT

APPROVE AN ADDENDUM TO THE BINDING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COCOA AND 3-D HOMES LLC; entered on February 8, 2005, recorded in the Official Records of Brevard County, OR Book 5426, Page 7679, to remove the requirement to construct a mixture of single-family dwelling and townhome units and alter living area under air requirements. The +36 acre site is identified as Tax Parcels 24-35-27-00-12 and 24-35-27-00-273 through the Brevard County Property Appraiser.

CITY COUNCIL PUBLIC HEARINGS WILL BE HELD ON

May 23, 2023

ALL HEARINGS WILL TAKE PLACE 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:

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FT-GCI1062405-01

Legislation Details (With Text)

File #:	23-324	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	Public Hearing	
File created:	5/16/2023		**In control:**	City Council	
On agenda:	5/23/2023		**Final action:**		
Title:	Second Reading Ordinance 02-2023: Consider a Zoning Text Amendment Regarding Gym and Fitness Facilities (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment A Ordinance No. 02-2023 - Adding Gym and Fitness Facilities (1).pdf Attachment B Gym and Fitness Location Map (1).pdf Legal Ad 5-18-23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 16, 2023
Agenda Date: May 23, 2023
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director
Through: Stockton Whitten - City Manager
Requested Action:
Second Reading Ordinance 02-2023: Consider a **ZONING TEXT AMENDMENT** REGARDING GYM AND FITNESS FACILITIES.

BACKGROUND:

BACKGROUND:

Project Name: Zoning Ordinance Text Amendment - Gym and Fitness Facilities
Project No.: PZ-23-02000001
Meeting Date: March 23, 2023
Applicant: City of Cocoa
Property Owner: N/A
Project Location: Various Zoning Districts

Future Land Use Designation: Various

Zoning District: Various

Existing Land Use: N/A

Council District: City-wide

Legal Ad Date: May 18, 2023

I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objective of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

Currently, the Zoning Ordinance permits the gym and fitness facility as a permitted use in the Central Business District (CBD) and Urban and Mixed Use (UMD) districts. Recently, it came to the attention of the Planning and Zoning Division Staff that several gyms and fitness facilities existed in zoning districts where they were not permitted. Additionally, interest had been expressed by persons wishing to either move existing gyms and facilities or create new ones in zoning districts that currently do not allow the use.

To correct this situation, Staff reviewed the City's existing zoning districts so as to determine the appropriateness of these districts for the use. In some cases, square footage limitations on the size of gym and fitness facilities were added as deemed necessary to protect surrounding uses from the scale and traffic impacts of larger-scale national corporate chain gym facilities.

Following Staff analysis, the proposed amendments to the Zoning Ordinance, attached as Exhibit A, Ordinance 02-2023, were recommended:

- allowing gyms and fitness facilities as a permitted use by right in the General Commercial (C-G), Commercial Parkway (C-P), Wholesale Commercial (C-W), and Planned Unit Development (PUD) zoning districts with no size restrictions. As a result of the addition of gyms and fitness facilities to the C-W, such facilities will also be permitted in the M-1 Light Industrial district due to cumulative zoning;

- allowing gyms and fitness facilities of under 7,500 square feet as a permitted use in the Restricted Commercial (C-R), Neighborhood Commercial (C-N) districts;

- allowing gyms and fitness facilities of 7,500 square feet and greater as a special exception in the Restricted Commercial (C-R) and Neighborhood Commercial (C-N) districts: and

- allowing gyms and fitness facilities of less than 7,500 square feet as a permitted use in the Central Business District and certain sub-districts of the Cocoa Waterfront Overlay District.

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Gym and fitness facilities are currently allowed in the CBD and in certain subdistricts of the Cocoa Waterfront Overlay District where CBD is the underlying zoning district. Accordingly, this ordinance will impose a new size restriction in those zoning districts. The subdistricts in the Cocoa Waterfront Overlay district where gym and fitness facilities are permitted are proposed to be expanded, with the size restriction.

District	Appendix A Article XI Section #	Current Status of Gym and Fitness Facilities	Proposed Change
CR	10A	Not allowed	Permitted < 7500sqft Special Exception > 7500sqft
CN	11	Not allowed	Permitted < 7500sqft Special Exception > 7500sqft
CG	12	Not allowed	Allowed as permitted use any size
CBD	13	Allowed as principal use; no size restriction	Allowed as principal use; must be < 7500sqft
CP	15	Not allowed	Allowed as permitted use any size
CW	15	Not allowed	Allowed as permitted use any size
M-1	16	Not allowed	*Will be allowed any size as a result of cumulative zoning with C-W*
PUD	17	Not allowed	Allowed as permitted use any size
CWOD	22	Permitted use in certain subdistricts; no size restriction	Permitted in certain subdistricts < 7500sqft; newly added to North of Village and additional areas of King Willard

Relationship and consistency with Comprehensive Plan Policies and Objectives

Properties that will benefit from these changes are located in the Neighborhood Commercial (NCOMM), Commercial (COMM) and Mixed Use (MU) future land use districts. The Future Land Use Element policies showing conformance between these future land use districts and the gyms and fitness facilities use are discussed below.

- Policy 1.1.2.8 describes the NCOMM district as follows: “The Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area”.

- Policy 1.1.2.9 describes the COMM future land use district as follows: “Commercial areas are intended to be areas that serve several neighborhoods, sub-regional, and regional areas and provide an array of retail, personal, and professional uses.”

- Policy 1.1.2.6 describes the MU future land use district as follows: “The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development.”

Gym and Fitness Facility Definition

Gym and fitness facility: a privately-owned, indoor establishment offering individuals or groups the ability to engage in exercise or sport related activities for the purpose of physical fitness, health, and recreation, whether or not on a membership basis. This use may include indoor gymnasiums, gymnastics centers, dojos, exercise or dance studios, yoga studios, or similar facilities where individuals may engage in regular physical activities including exercise, sports, or recreation. This use may also include incidental accessory uses such as food and beverage sales, game courts, locker rooms, training facilities, and/or saunas. This term does not include indoor playgrounds or play areas primarily designed for children.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

At the March 1, 2023 Planning and Zoning Board Meeting, the Board requested that a definition for “Gym and Fitness” be included with the ordinance.

At the April 5, 2023 Planning and Zoning Board Meeting, the Board recommended approval of Ordinance 02-2023 to the City Council.

At the April 25, 2023 City Council Meeting, the Council approved Ordinance 02-2023 on first reading.

RECOMMENDED MOTION:

Staff recommends approval on Second Reading of Ordinance 02-2023 for a zoning text amendment related to gym and fitness facilities.

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ORDINANCE NO. 02-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE LISTS OF PERMITTED AND SPECIAL EXCEPTION USES IN APPENDIX A, ARTICLE XI OF THE ZONING ORDINANCE OF THE CITY OF COCOA RELATED TO GYM AND FITNESS FACILITIES IN THE RESTRICTED COMMERCIAL, NEIGHBORHOOD COMMERCIAL, GENERAL COMMERCIAL, CENTRAL BUSINESS DISTRICT, COMMERCIAL PARKWAY, WHOLESALE COMMERCIAL, PLANNED UNIT DEVELOPMENT, AND COCOA WATERFRONT OVERLAY DISTRICTS; ADOPTING A DEFINITION OF "GYM AND FITNESS FACILITIES"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is granted the authority, under § 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City currently allows, as a principal use, gym and fitness facilities of any size in the Central Business District and in certain subdistricts of the Waterfront Overlay District, but there are currently no other zoning districts where gym and fitness facilities, of any size, are allowed within the City; and

WHEREAS, the City Council desires to amend Appendix A, Article XI, Sections 12, 14, 15, and 17 of the City Code to allow for gym and fitness facilities of any size as permitted uses in the General Commercial (C-G), Commercial Parkway (C-P), Wholesale Commercial (C-W), and Planned Unit Development (PUD) districts; and

WHEREAS, the addition of gym and fitness facilities of any size to Wholesale Commercial (C-W) will also result in the addition of gym and fitness facilities of any size to the Light Industrial and Warehouse District (M-1); and

WHEREAS, the City Council desires to amend Appendix A, Article XI, Sections 10A and 11, of the City Code to allow gym and fitness facilities of less than 7500 square feet as permitted uses and gym and fitness facilities of greater than or equal to 7500 square feet as special exception uses in the Restricted Commercial District (C-R) and Neighborhood Commercial District (C-N); and

WHEREAS, the City Council desires to amend Appendix A, Article XI, Sections 13 and 22 of the City Code to limit gym and fitness facilities to less than 7500 square feet in the Central

Business District (CBD) and certain subdistricts of the Cocoa Waterfront Overlay District (CWOD); and

WHEREAS, the addition of gym and fitness facilities as permitted or special exception uses to a greater number of zoning districts in the City of Cocoa and limiting the size of such facilities in certain districts will encourage responsible growth, promote the expansion of business enterprises within the City, and provide beneficial opportunities for recreational and fitness activities to the residents of Cocoa; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances Appendix A, Article V and Article XI, Sections 10A, 11, 12, 13, 14, 15, 17, and 22, are hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article V and Article XI. It is intended that the text in Appendix A, Article V and Article XI denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

*** * ***

APPENDIX A – ZONING

*** * ***

ARTICLE V. – DEFINITIONS

*** * ***

Gym and fitness facility. A privately-owned, indoor establishment offering individuals or groups the ability to engage in exercise or sport related activities for the purpose of physical fitness, health, and recreation, whether or not on a membership basis. This use may include indoor gymnasiums, gymnastics centers, dojos, exercise or dance studios, yoga studios, or similar facilities where individuals may engage in regular physical activities including exercise, sports, or recreation. This use may also include incidental accessory uses such as food and beverage sales, game courts, locker rooms, training facilities, and/or saunas. This term does not include indoor playgrounds or play areas primarily designed for children.

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 10A. - District and intent – C-R, Restricted Commercial District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or groups of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

*** * ***

(8) Gym and fitness facilities of less than 7500 square feet.

*** * ***

(C) SPECIAL EXCEPTIONS.

*** * ***

(13) Gym and fitness facilities of 7500 square feet or greater.

*** * ***

Sec. 11. - District and intent – C-N, Neighborhood Commercial District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

*** * ***

(10) Gym and fitness facilities of less than 7500 square feet.

*** * ***

(C) SPECIAL EXCEPTIONS.

*** * ***

(15) Gym and fitness facilities of 7500 square feet or greater.

*** * ***

Sec. 12. - District and intent – C-G, General Commercial District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

*** * ***

(17) Gym and fitness facilities.

*** * ***

Sec. 13. - District and intent – CBD, Central Business District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES

*** * ***

(15) Gym and fitness facilities of less than 7500 square feet.

*** * ***

Sec. 14. - District and intent – C-P, Commercial Parkway District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use of group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

*** * ***

(12) Gym and fitness facilities.

*** * ***

Sec. 15. – District and intent -- C-W, Wholesale Commercial District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES.

*** * ***

(16) Gym and fitness facilities.

*** * ***

Sec. 17. - (PUD), Planned Unit Development District.

*** * ***

(C) PERMITTED USES. Uses permitted in the planned unit development may include and shall be limited to the following:

*** * ***

(2) *Primary commercial and/or mixed-uses*. For commercial PUDs and mixed-use PUDs, (As regulated by Article XI, Section 17, (H)), the following uses:

*** * ***

(x) Gym and fitness facilities.

* * *

Sec. 22. – Cocoa Waterfront Overlay District.

*** * ***

(F) *Uses*. The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

"Key: SE- Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan"	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
* * *																		
Commercial																		
Gym and fitness facilities <u>of less than 7500 square feet.</u>			P			P	P		P		P		**<u>P</u>**		**<u>P</u>**	P	**<u>P</u>**	

*** * ***

<u>Section 3.</u> Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

<u>Section 4.</u> Incorporation Into Code. This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

<u>Section 5.</u> Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall

be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Location Map
Gym and Fitness



CITY OF COCOA
NOTICE OF PUBLIC HEARING

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PROPOSES TO CONSIDER THE FOLLOWING:

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May 23, 2023

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FT-GCI1062405-01

Legislation Details (With Text)

File #:	23-325	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	5/16/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Second Reading Ordinance 04-2023: Consideration of a citizen-initiated Zoning Map amendment regarding a parcel of real property totaling ±0.27 acres, from City of Cocoa Core Commercial (C-C) to City of Cocoa “Multiple-Family Dwelling District” (RU-2-25). (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 04-2023 - 63 Mulberry Rezoning CC to RU-2-25 2nd CC Reading.pdf 1.Zoning Amend Application 63 Mulberry St.pdf 2.Deed 63 Mulberry (1).pdf 3.Legal Ad Mulberry.pdf 4.DRH 63 Mulberry (1).pdf 5.Sketch 63 Mulberry (1).pdf Attachment 4_Figure 4_63 Mulberry_Surroundig Area Map.pdf Attachment 3_Figure 3_63 Mulberry_FLU Map .pdf Attachment 2_Figure 2_63 Mulberry_Zoning Map_(1).pdf Attachment 1_Figure 1_63 Mulberry_Location Map_(4).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 16, 2023
Agenda Date: May 23, 2023
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director
Through: Stockton Whitten - City Manager
Requested Action:
Second Reading Ordinance 04-2023: Consideration of a citizen-initiated Zoning Map amendment regarding a parcel of real property totaling ±0.27 acres, from City of Cocoa Core Commercial (C-C) to City of Cocoa “Multiple-Family Dwelling District” (RU-2-25) (Parcel ID No. 24-36-33-02-0000-0-0004.00)

BACKGROUND:

The subject property for this Zoning Map amendment is comprised of a ±.27-acre vacant parcel, owned by DRH Designs Inc. The parcel is located south of and adjacent to Mulberry Street, just east of its intersection with Forrest Avenue. A map depicting the location of the subject parcel is attached as Exhibit “A”.

Currently, the subject parcel has the City's C-C zoning designation. The applicant is requesting to change the property's zoning to the City's RU-2-25 designation. Please see Exhibit "B" for a map depicting of zoning designations for the subject and surrounding properties. Exhibit "C" depicts the future land use of the subject and surrounding parcels. This amendment would bring the property into conformance with the existing future land use of the subject property.

Future Land Use Designation: Current: High Density Residential

Proposed: High Density Residential

Zoning District: Current: C-C

Proposed: RU 2-25

Existing Land Use: Vacant land

Council District: District 2 - Councilmember Alex Goins

Legal Advertisement Date: March 19, 2023

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Institutional	C-C, Residential Professional (R-P)	Institutional
South	High Density Residential	C-C	Residential, Vacant
East	High Density Residential	RU-2-25	Multi-Family Residential
West	High Density Residential	C-C	Commercial

I. Consistency with Code of the City of Cocoa

The Property Owner/Applicant is requesting a Zoning Map amendment to change the subject property zoning district from C-C to RU-2-25.

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G)(1), the following shall be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: Staff finds that the zoning change will not be contrary to the established land use pattern. The properties in all directions except to the north have the High Density Residential

powered by Legistar™

future land use. The property to the north has a future land use of Institutional, which is found to be compatible with the High Density Residential future land use. Please see Figure 4 to see a map of the existing uses in surrounding the subject property.

b. The proposed change would create an isolated district unrelated to nearby and adjacent districts.

Staff Finding: Staff finds that the proposed change will not create an isolated district unrelated to nearby and adjacent districts. The properties to the east and northeast share the RU-2-25 zoning proposed for the subject property. The properties to the north and south have the C-C zoning district, while the properties to the east have the C-C and R-P zoning classifications. The existing land uses in all directions are found to be compatible with the proposed zoning for the property.

c. The proposed change would materially alter the population land density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, street, access, etc.

Staff Finding: Staff finds that the subject property would not alter the population density pattern nor increase or overtax the load on public facilities. The property already has the High Density Residential future land use classification, allowing development of the intensity of the RU-2-25 zoning classification. With the exception of the property to the north with the Institutional future land use classification, all other abutting properties have the High Density Residential future land use, and thus, the same density potential.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: Staff finds that the district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change. The properties to the east and the northeast share the same zoning classification. Although they have different zoning classifications, the surrounding properties in other directions are compatible with the RU-2-25 zoning classification.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: Staff finds that this change would not be contrary to the Future Land Use Map. The subject property currently has the High Density Residential future land use, which is compatible with the RU-2-25 zoning.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

g. Whether or not the proposed change will have adversely influence living conditions in the neighborhood.

Staff Finding: Staff finds that the proposed change will not adversely influence living conditions in the neighborhood. Parcels to the east and southeast already contain multi-family uses.

Properties to the west have commercial uses, while the property to the north has an institutional use. All of these uses are compatible with the uses allowed under the RU-2-25 zoning district.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect the public safety.

Staff Finding: Staff finds that the proposed change will not create or excessively increase traffic congestion or otherwise affect the public safety. The existing future land use classification on the property allows the density being proposed by this zoning amendment.

i. Whether or not the proposed change will create a drainage problem.

Staff Finding: Staff finds that the proposed change will not create a drainage problem. The rezoning will allow a residential density compatible with the existing future land use designation. When developed, the property will have to conform with City drainage regulations.

j. Whether or not the proposed change will seriously reduce light or air to adjacent areas.

Staff Finding: Staff finds that the zoning intensity proposed by the zoning amendment is compatible with the existing future land use classification of the property, and will thus not allow residential development of a height or bulk to decrease air or light to the surrounding areas.

k. Whether or not the proposed change will adversely affect property values in the adjacent area.

Staff Finding: Staff finds that the proposed amendment will not adversely affect property values in the adjacent area. As described above, the uses allowed under the RU-2-25 zoning district are compatible with uses in the area.

l. Whether or not the proposed change will be detrimental to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: Staff finds that the proposed change will not be detrimental to the improvement or development of adjacent property. As discussed above, the uses under the RU-2-25 zoning district are compatible with the area.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: Staff finds that the proposed change will not constitute a grant of special privilege to the applicant. The applicant is simply changing the zoning to be in conformance with the future land use classification for the property.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: Staff finds that as it conflicts with the existing future land use classification of the property, the existing zoning would not allow development of the property. The rezoning will allow appropriate development of the subject property under the existing future land use classification.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

Staff Finding: Staff finds that the change suggested is not out of scale with the needs of the neighborhood. The zoning will be in conformance with the future land use which currently exists for the property and is High Density Residential.

p. Whether or not it is impossible to find other adequate sites in the City for the proposed use in districts already permitting such uses.

Staff Finding: Staff does not believe it would impossible to find other adequate sites for development of multi-family uses. However, this rezoning brings the subject property into conformance with its future land use classification.

The ordinance title was updated to indicate that the parcel being rezoned is approximately 60 to 75 feet east of the intersection with Forrest Avenue and Mulberry Street.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

At the April 25, 2023 City Council Meeting, the City Council approved Ordinance 04-2023 on First Reading.

At the April 5, 2023 Planning and Zoning Meeting, the Planning and Zoning Board recommended that City Council approve Ordinance 04-2023.

RECOMMENDED MOTION:

Staff recommends approval to City Council of Second Reading of Ordinance 04-2023, an Official Zoning Map amendment consistent with Appendix A of the City of Cocoa, Article XXI, Section 1(G)(1), for a citizen-initiated request to change the Official Zoning Map designation of a ±0.27-acre parcel from the CC to the RU-2-25 district

ORDINANCE NO. 04-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.27 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF MULBERRY STREET, APPROXIMATELY SIXTY TO SEVENTY-FIVE FEET EAST OF THE INTERSECTION WITH FORREST AVENUE, IN COCOA, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM CORE COMMERCIAL DISTRICT (C-C) TO MULTIPLE FAMILY DWELLING DISTRICT (RU-2-25); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the rezoning change set forth hereunder; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa, Florida.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Core Commercial (C-C) to Multiple Family Dwelling (RU-2-25)

for the real property depicted and legally described on **Exhibit "A,"** attached hereto and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

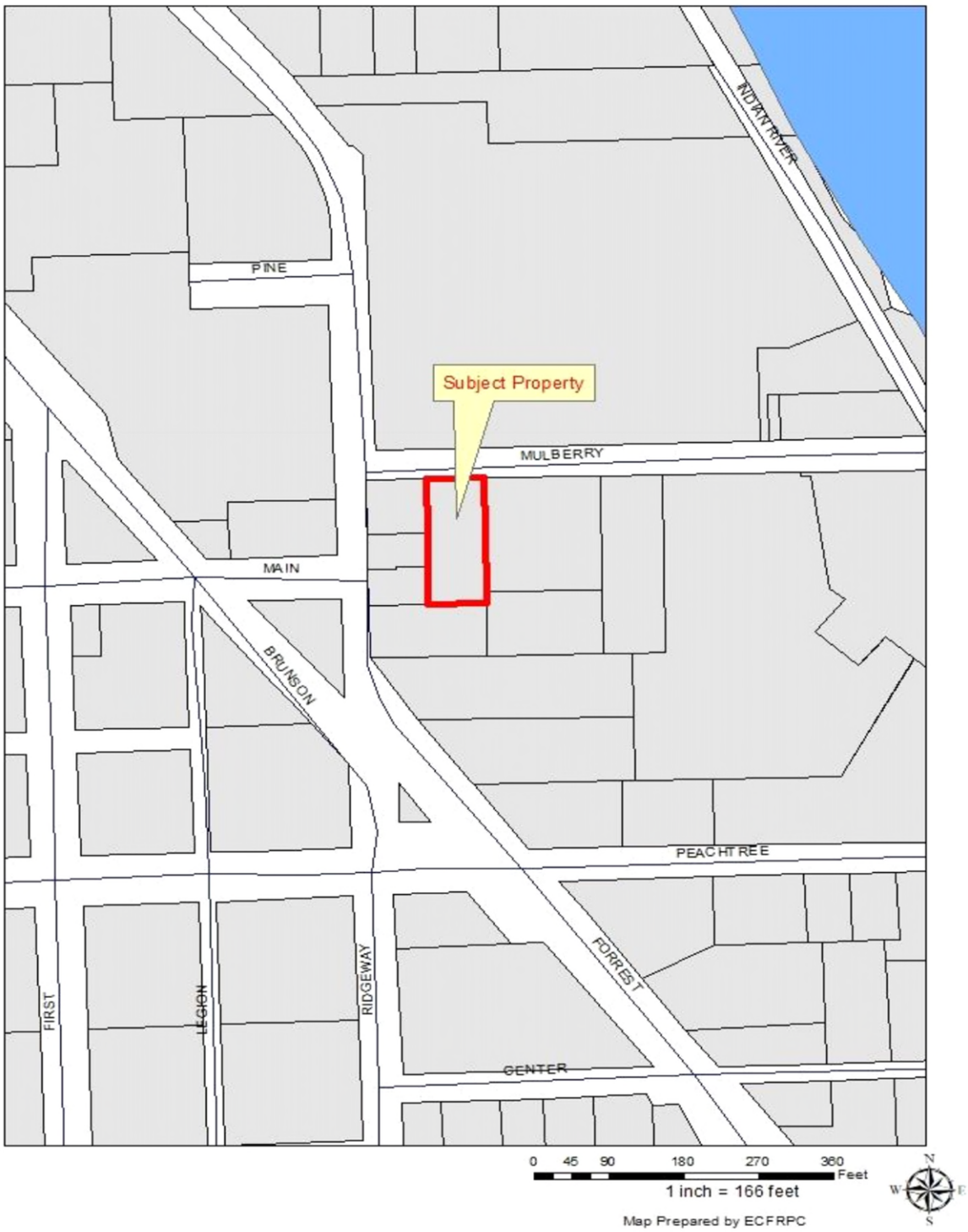
EXHIBIT "A"

LEGAL DESCRIPTION

All of Lot 4 of J.C. SHAW'S SUBDIVISION, as shown by the plat of said subdivision recorded in Plat Book 1, Page 66, of the Public Records of BREVARD County, Florida, excepting from said Lot 4, the South 70 feet thereof; said real estate being more particularly described as follows: Begin at a point on the South line of Mulberry Street 72.7 feet East of the intersection of said South line with the East line of Forrest Avenue; from said Point of Beginning, run the East line of Lost 5 and 6 South and at right angles to Mulberry Street, 170 feet, more or less, to the Southeast corner of Lot 6 of Shaw's Subdivision; thence run East and parallel to the South line of Mulberry Street, 70 feet to the East line of Lot 4; thence run the East line of Lot 4, North 170 feet to the South line of Mulberry Street; thence run the South line of Mulberry Street West 70 feet to the Point of Beginning.

Location Map

63 Mulberry Street Zoning Amendment



Application # PZ - _____ - _____

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

Serving the Community

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

Please TYPE or PRINT this application neatly.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

1. **Existing Zoning Category:** Commerical
2. **Proposed Zoning Category:** Multi-family RU-2-25
3. **Existing Future Land Use Category:** Vacant
4. **Proposed Future Land Use Category** (*if applicable*): multi family
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): DRH Designs INC
   Name: David Halley JR
   Mailing Address: 110 Kieran Lane
   City: Rockledge State: FL Zip Code: 32955
   Phone #: _____ Fax #: _____
   Mobile #: 321-288-5481 E-mail: drhdesignsinc@gmail.com

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

   Company (if applicable): _____
   Name: _____
   Mailing Address: _____
   City: _____ State: _____ Zip Code: _____
   Phone #: _____ Fax #: _____
   Mobile #: _____ E-mail: _____

7. **Property Information:**

Street Address and Location: 63 Mulberry Street, Cocoa FL 32922

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

24-36-33-02-00000.0-00004.00

--.--.--.--.-----.-.----.--

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

2425684

Land Area: _____ square feet or .27 acres

Existing Use(s) on Property: VACANT

Proposed Use(s) on Property: Multi-family, RU-2-25

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

a. ☐ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to obtain these materials from the following for a nominal fee:

Brevard County Planning and Zoning, Attn: Graphics.
Brevard County Government Center, Building A
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 633-2060 Fax: (321) 633-2152

c. ☐ **Petition.** Complete the Zoning Map Amendment petition form. A sample "Petition" form is available from the City.

d. ☐ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

e. ☑ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

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

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

h. ☐ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

i. ☐ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

j. ☐ **Accurate site plan.** Submit 10 copies (folded to about 8-1/2 x 11") of a plan drawn to scale and showing the required site plan elements can found in **10**. The site plan shall not be smaller than 11 x 17".

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

9. **Application filing deadline.** The application filing deadline is on the first Friday of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board hearings are held on the second Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified. All regularly scheduled City of Cocoa Council meetings are held on the second and fourth Tuesday of each month at 7:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

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

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. **Signatures and Notarization.**

STATE OF _____ COUNTY OF _____. I, _____ being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

_____ _____

(APPLICANT SIGNATURE) (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced _____

_____

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

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

FOR OFFICE USE ONLY

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

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

Documentary Deed Tax $1,365.00
THIS INSTRUMENT PREPARED BY AND RETURN TO:
Stephanie Smith
Island Title & Escrow Agency Inc.
2245 N Courtenay Pkwy
Merritt Island, FL. 32953
File No. **22-4181**

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the **10th** day of **June, 2022** by **RMH Investments LLC, an Ohio Limited Liability Company**, herein called the grantor, to **DRH Designs Inc, a Florida Corporation** whose post office address is 110 Kieran Lane, Rockledge, FL 32955, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **BREVARD** County, State of Florida, viz.:

All of Lot 4 of J.C. SHAW'S SUBDIVISION, as shown by the plat of said subdivision recorded in Plat Book 1, Page 66, of the Public Records of BREVARD County, Florida, excepting from said Lot 4, the South 70 feet thereof; said real estate being more particularly described as follows: Begin at a point on the South line of Mulberry Street 72.7 feet East of the intersection of said South line with the East line of Forrest Avenue; from said Point of Beginning, run the East line of Lots 5 and 6 South and at right angles to Mulberry Street, 170 feet, more or less, to the Southeast corner of Lot 6 of Shaw's Subdivision; thence run East and parallel to the South line of Mulberry Street, 70 feet to the East line of Lot 4; thence run the East line of Lot 4, North 170 feet to the South line of Mulberry Street; thence run the South line of Mulberry Street West 70 feet to the Point of Beginning.

Subject to easements, restrictions and reservations of record and to taxes for the year 2022 and thereafter.
The Land herein conveyed is vacant land and not the homestead property of the grantor as defined in Article 10 Section 4 of the Florida Constitution. Grantor does not reside on the Land and the Land is not adjacent to or contiguous with grantor's homestead.

RMH Investments LLC, is one and the same as the grantee on the acquisition deed of subject property, recorded in Official Records Book 8140, Page 2375 of the Public Records of Brevard County Florida, as referenced by Florida Department of State document number M07000000265.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Jason Fishbaugh
Witness #1 Printed Name

Witness #2 Signature

Jacklyn Fishbaugh
Witness #2 Printed Name

RMH Investments LLC

Rodney E. Howald, Manager
6801 Troy Rd., Radnor, OH 43066

Mary E. Howald
Mary E. Howald, Manager
6801 Troy Rd. Radnor, OH 43066

STATE OF Ohio

COUNTY OF Delaware

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 08 day of June, 2022 by Rodney E. Howald, Manager and Mary E. Howald, Manager of RMH Investments, LLC who are personally known to me or has produced Drivers License as identification.

SEAL

JASON FISHBAUGH
Notary Public
State of Ohio
My Comm. Expires
May 1, 2023

Notary Public

Jason Fishbaugh
Printed Notary Name

My Commission Expires:
May 01, 2023

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.: 0005699739
Pymt Method Invoice
Net Amount 268.77

Run Times: 1

No. of Affidavits: 1

Run Dates: 05/12/23

Text of Ad:

AD#5699739 5/12/2023
CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE
FOLLOWING:

ORDINANCE 04-2023 - ZONING
MAP AMENDMENT
SECOND READING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.27 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF MULBERRY STREET, APPROXIMATELY SIXTY TO SEVENTY-FIVE FEET EAST OF THE INTERSECTION WITH FORREST AVENUE, IN COCOA, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM CORE COMMERCIAL DISTRICT (C-C) TO MULTIPLE FAMILY DWELLING DISTRICT (RU-2-25); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

PUBLIC HEARING WILL BE HELD ON
May 23, 2023

ALL HEARINGS WILL TAKE PLACE 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 cshealy@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 BOA, 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 BOA, PZ Board/LPA and City Council reserve 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 https://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) 433-8451.
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 re-

ted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Electronic Articles of Incorporation For

DRH DESIGNS INC

P21000103188
FILED
December 09, 2021
Sec. Of State
tscott

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

DRH DESIGNS INC

Article II

The principal place of business address:

110 KIERAN LANE
ROCKLEDGE, FL. 32955

The mailing address of the corporation is:

110 KIERAN LANE
ROCKLEDGE, FL. 32955

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

1

Article V

The name and Florida street address of the registered agent is:

DAVID HALLEY
110 KIERAN LANE
ROCKLEDGE, FL. 32955

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: DAVID HALLEY

P21000103188
FILED
December 09, 2021
Sec. Of State
tscott

Article VI

The name and address of the incorporator is:

DAVID HALLEY
110 KIERAN LANE

ROCKLEDGE, FL 32955

Electronic Signature of Incorporator: DAVID HALLEY

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
DAVID HALLEY
110 KIERAN LANE
ROCKLEDGE, FL. 32955

Title: VP
REBECCA HATCH
110 KIERAN LANE
ROCKLEDGE, FL. 32955

Article VIII

The effective date for this corporation shall be:

01/01/2022

ARMISTEAD DESIGN INC
675 Fern Drive
Merritt Island, Florida 32952
Phone: (321) 454-6499
www.ArmisteadDesign.com
Project DESIGNER
Chris Feddersen

STRUCTURAL ONLY

REVISIONS Description Date

Halley Custom Duplex

When it's all done

YOU'RE GOING TO LOVE THIS HOUSE

David E Halley
63 Mulberry St
Cocoa, FL 32922

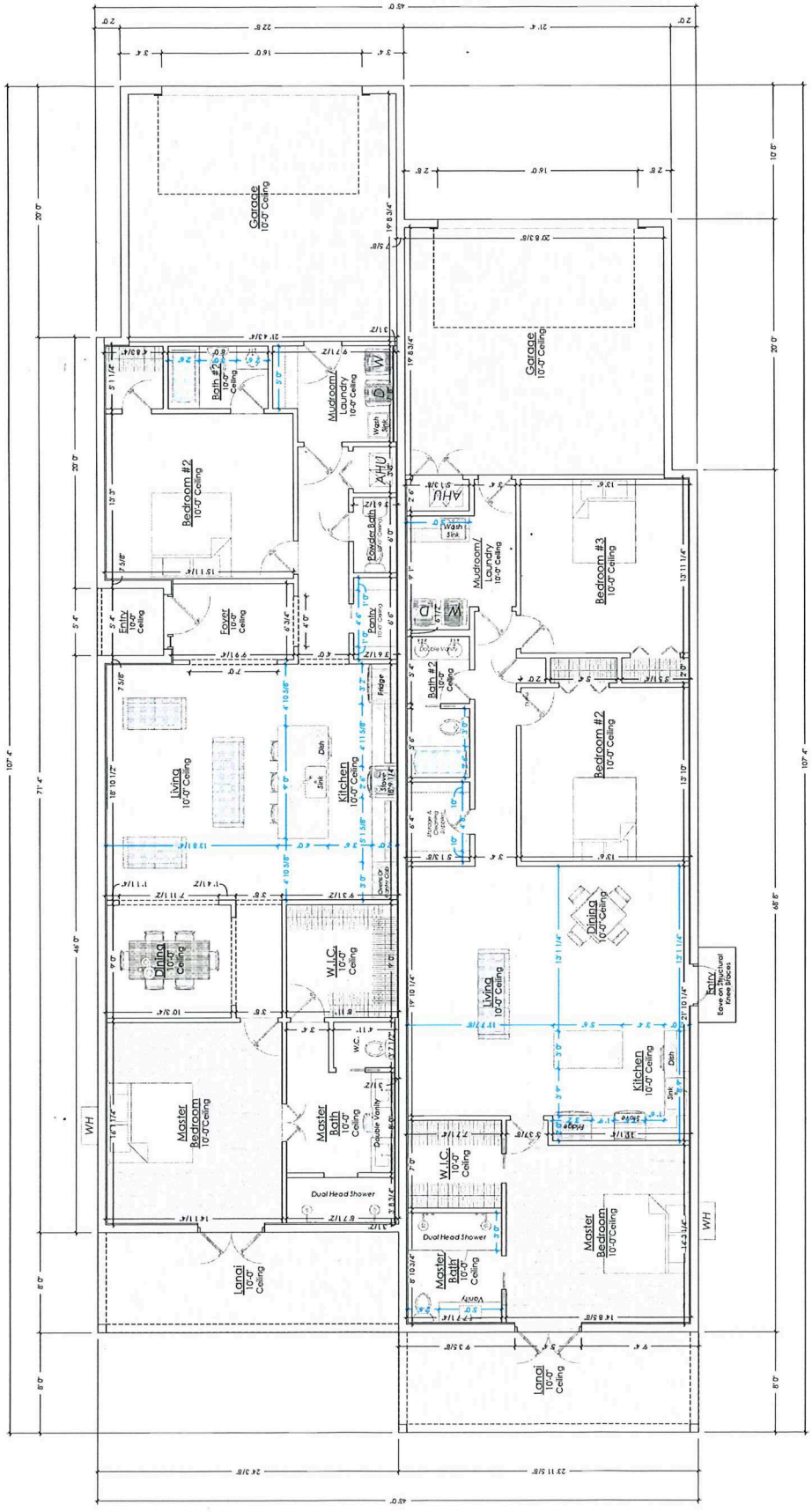
Project №
07132022

FIELD CONDITIONS , PRODUCTS, AND ASSEMBLIES MAY VARY FROM WHAT IS DEPICTED IN THESE PLANS. DESING INTENT IS PARAMOUNT. PLAN DIMENSIONS ARE MORE ACCURATE THAN SCALING. AVAILABLE BUDGET ALWAYS CONSTRAINS CREATIVITY.

FLOOR PLAN

Scale ◆ 1/4" = 1'

PAGE NR. 03



Area Calculations

Entry:	28sf
Garage:	458sf
Living:	1701sf
Lanai:	192sf
Total Square footage:	2379sf

Area Calculations

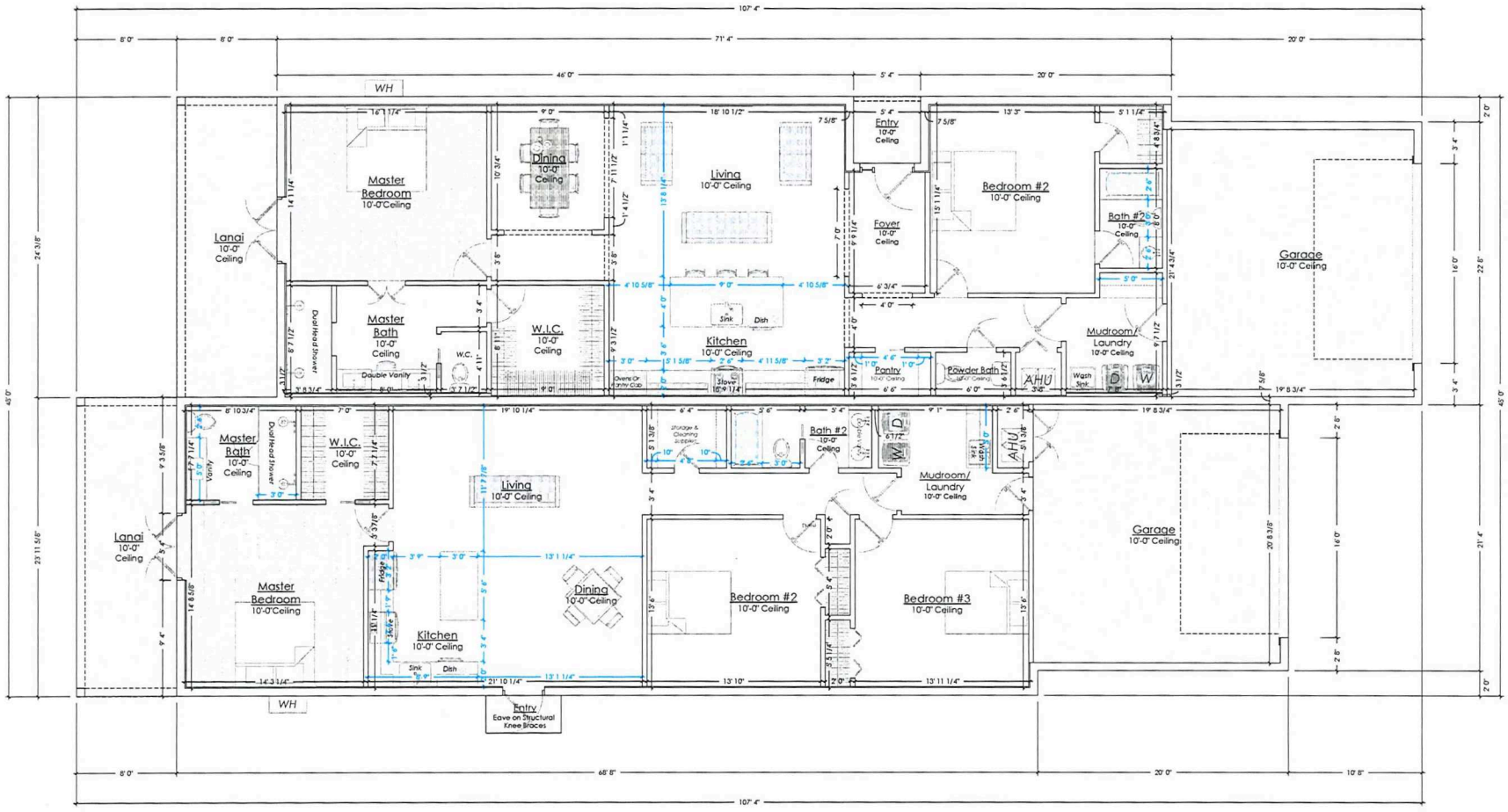
Entry:	18sf
Garage:	441sf
Living:	1619sf
Lanai:	192sf
Total Square footage:	2270sf

FLOOR PLAN NOTES:

1. ALL KITCHEN WALLS CONTAINING WALL CABINETS SHALL BE FRAMED AT 16" ON CENTER.
2. FOR MECHANICAL INSTALLATION, ALL TAPES, CONNECTORS, AND MASTIC SHALL BE UL LISTED.
3. ALL INTERIOR GYP. CEIL BRD. IS 1/2"SAG RESISTANT, & IS SCREWED @ 12" O/C. USE 1/2" GYP BRD. (MIN) ON GARAGE FRAME WALL. USE 20 MIN RATED DOOR & FRAME (W/ CLOSER) TO GARAGE.
4. ALL FRAME WALLS ARE NOMINALLY DRAWN AT 4 1/2" ASSUMING 3 1/2" FRAMING WITH 1/2" GP DRYWALL ON EACH SIDE.
5. ALL DIMENSIONS REFERENCE FACE OF DRYWALL FOR FRAME WALLS, AND FACE OF CMU FOR EXTERIOR WALLS.
6. ALL CEILING HEIGHTS ARE REFERENCED FROM MAIN FINISHED FLOOR LEVEL AND DO NOT INCLUDE STEP DOWNS.

Area Calculations

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Garage:	458sf
Living:	1701sf
Lanai:	192sf
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4. ALL FRAME WALLS ARE NOMINALLY DRAWN AT 4 1/2" ASSUMING 3 1/2" FRAMING WITH 1/2" OF DRYWALL ON EACH SIDE (UNO).
5. ALL DIMENSIONS REFERENCE FACE OF DRYWALL FOR FRAME WALLS, AND FACE OF CMU FOR EXTERIOR WALLS. EXCEPT DIMENSIONS REFERENCING KITCHEN CABINETS & ISLAND.
6. ALL CEILING HEIGHTS ARE REFERENCED FROM MAIN FINISHED FLOOR LEVEL AND DO NOT INCLUDE STEP DOWNS.

ARMISTEAD DESIGN INC

675 Fern Drive
Merritt Island, Florida 32952
Phone: (321) 454-6499
www.Armisteaddesign.com

Project DESIGNER
Chris Feddersen

STRUCTURAL ONLY

REVISIONS
Description Date

Halley Custom Duplex

→ When it's all done ←
YOU'RE GOING TO LOVE THIS HOUSE

David E Holley
63 Mulberry St
Cocoa, FL 32922

Project N2
07132022

FIELD CONDITIONS, PRODUCTS, AND ASSEMBLIES MAY VARY FROM WHAT IS DEPICTED IN THESE PLANS. DESIGN INTENT IS PARAMOUNT. PLAN DIMENSIONS ARE MORE ACCURATE THAN SCALING. AVAILABLE BUDGET ALWAYS CONSTRAINS CREATIVITY.

FLOOR PLAN

Scale ◆ 1/4" = 1

PAGE N2
03

ARMISTEAD DESIGN INC
675 Fern Drive
Merritt Island, Florida 32952
Phone: (321) 454-6499
www.ArmisteadDesign.com

Project DESIGNER
Chris Feddersen

STRUCTURAL ONLY

REVISIONS Date
Description

Halley Custom Duplex

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David E Halley
63 Mulberry St
Cocoa, FL 32922

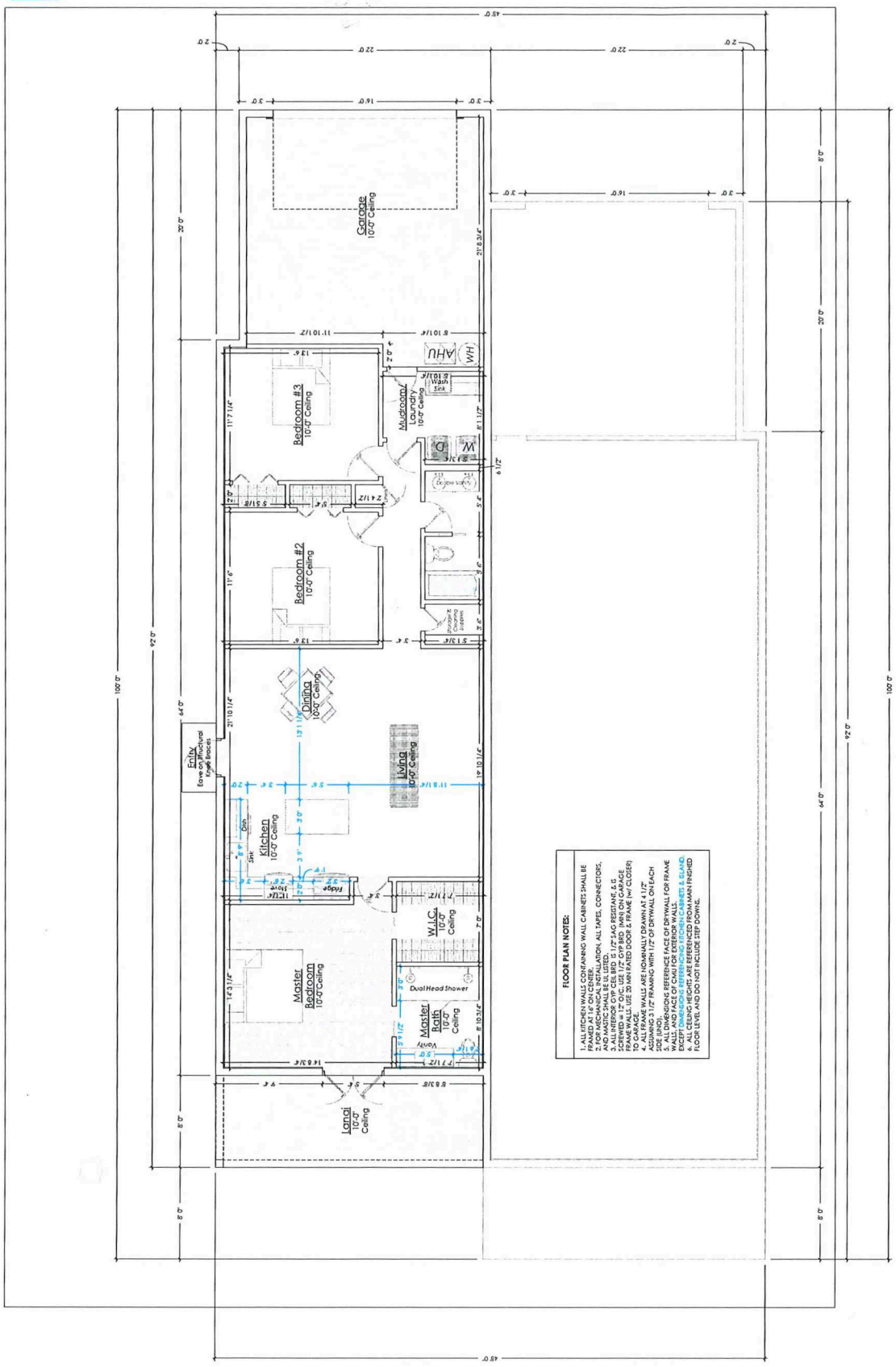
Project N2
07132022

FIELD CONDITIONS, PRODUCTS, AND ASSEMBLIES MAY VARY FROM WHAT IS DEPICTED IN THESE PLANS. DESING INTENT IS PARAMOUNT. PLAN DIMENSIONS ARE MORE ACCURATE THAN SCALING. AVAILABLE BUDGET ALWAYS CONSTRAINS CREATIVITY.

FLOOR PLAN

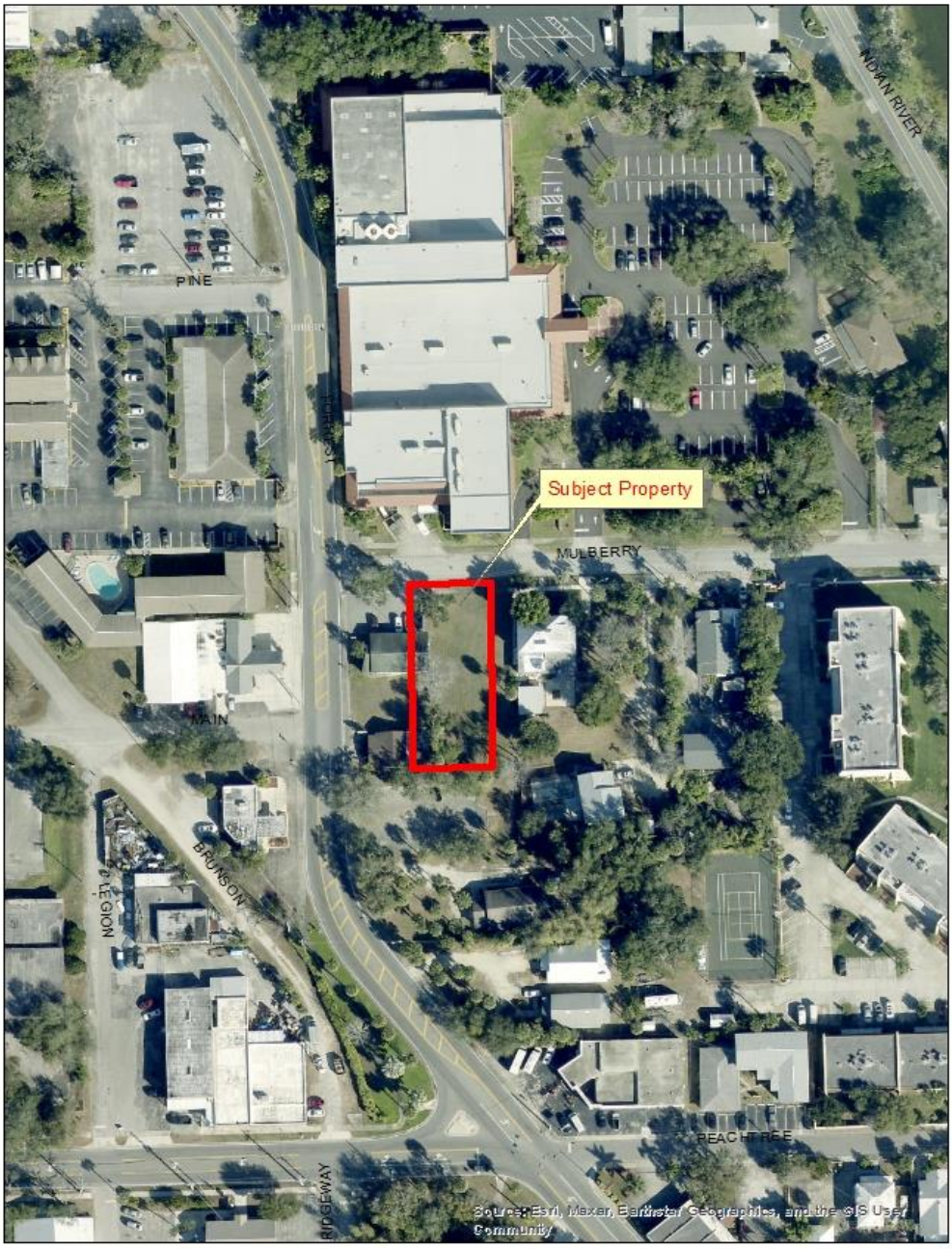
Scale 1/4" = 1'

PAGE N2 03



Surrounding Land Use Map

63 Mulberry Street Zoning Amendment



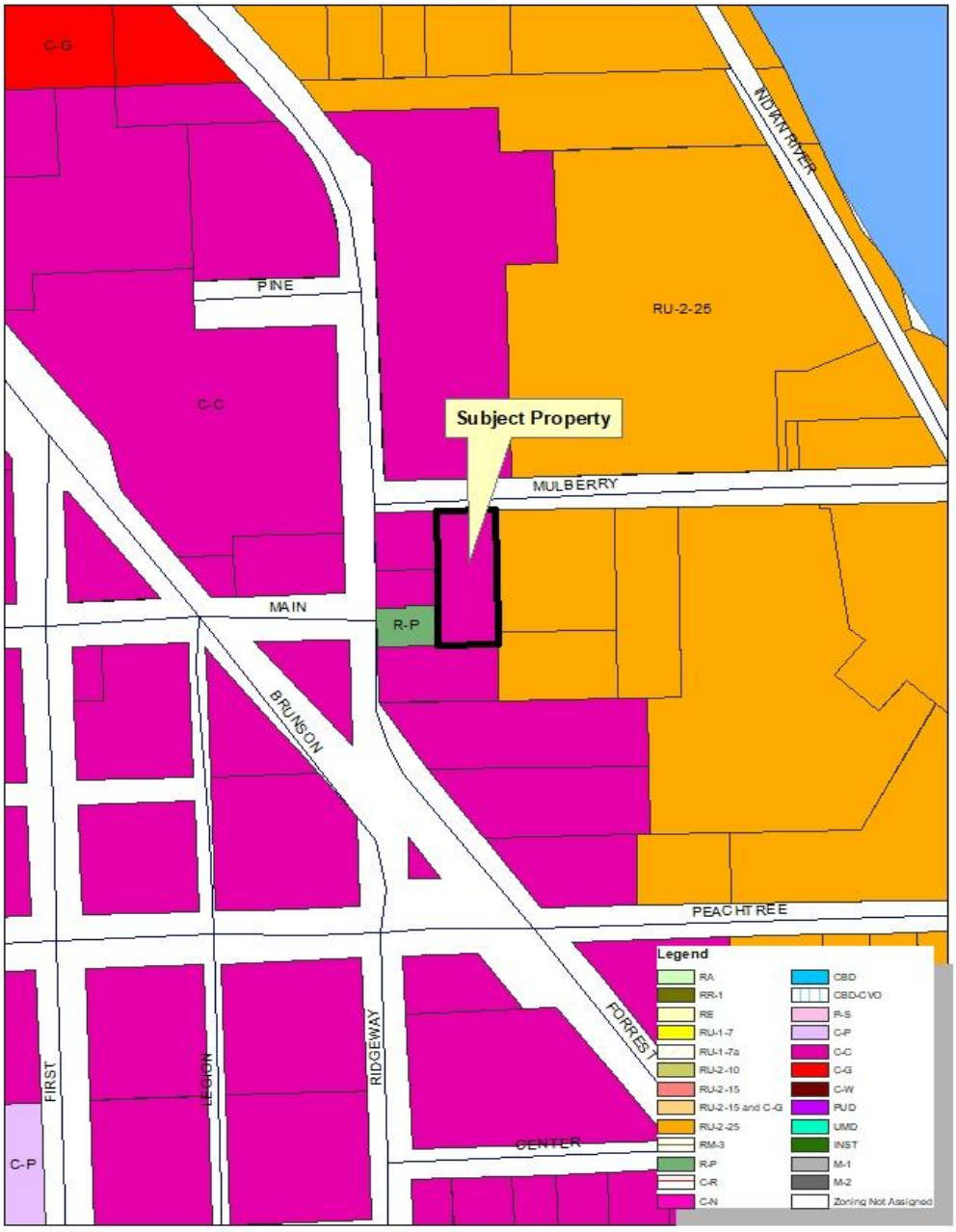
0 35 70 140 210 280 Feet

1 inch = 123 feet

Map Prepared by ECFRPC

Future Land Use Map

63 Mulberry Street Zoning Amendment



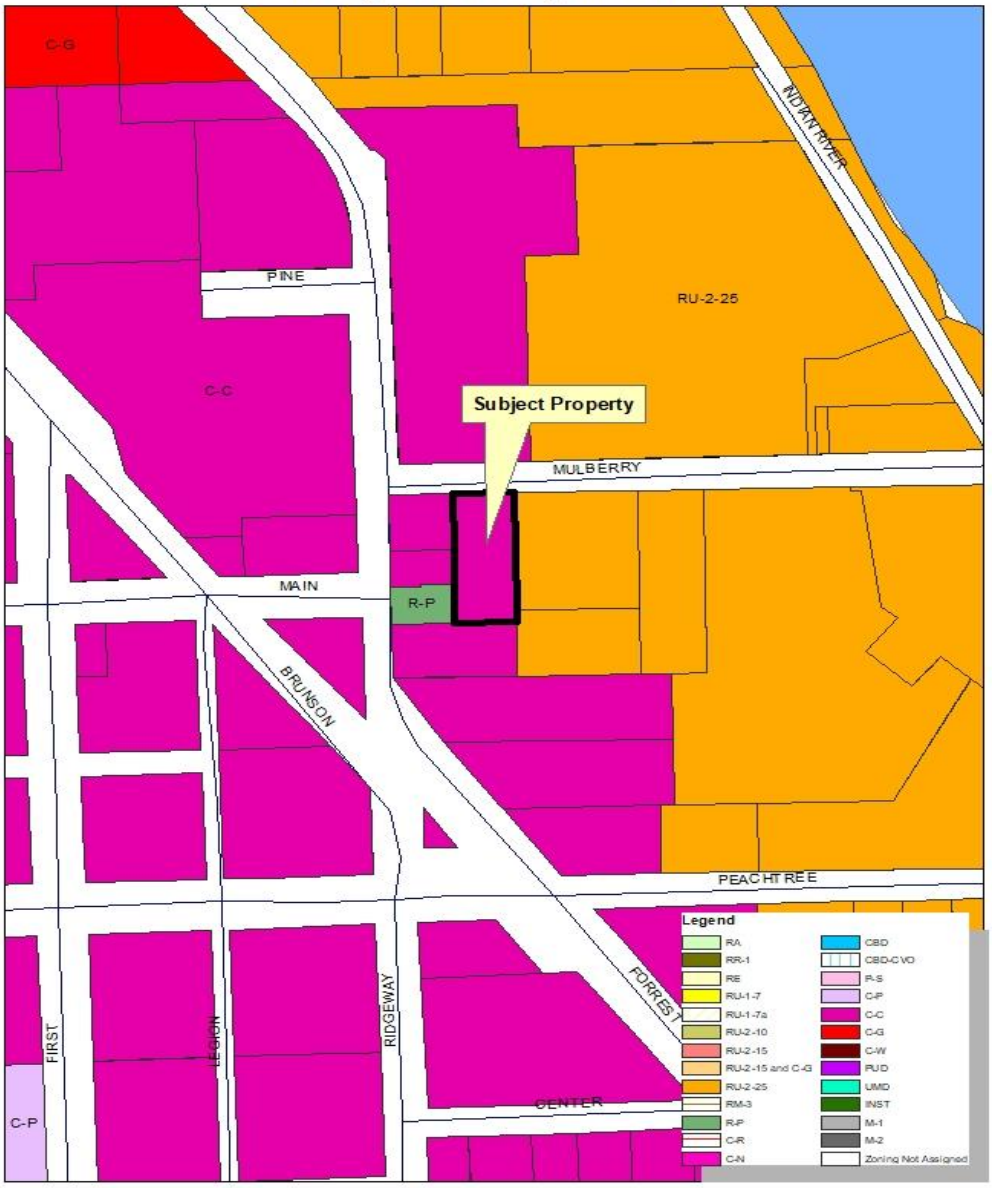
0 45 90 180 270 360 Feet

1 inch = 166 feet

Map Prepared by ECFRPC

Zoning Map

63 Mulberry Street Zoning Amendment



Location Map

63 Mulberry Street Zoning Amendment



Map Prepared by ECFRPC

Legislation Details (With Text)

File #:	23-330	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Public Hearing
File created:	5/17/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Consider the proposed amendments to the previously approved 3-D Homes Development Agreement primarily related to the percentage of detached and attached single-family dwellings and minimum unit living area. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Townhomes Conceptual Rendering.png Conceptual Site Plan.pdf Legal Ad 5-18-23.pdf Addendum to Development Agreement _ 3-D Homes _ 05.17.2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 17, 2023
Agenda Date: May 23, 2023
Prepared By: Bryant Smith III, P.E., CFM - Director of Public Works
Through: Stockton Whitten - City Manager
Requested Action:
Consider the proposed amendments to the previously approved 3-D Homes Development Agreement primarily related to the percentage of detached and attached single-family dwellings and minimum unit living area.

BACKGROUND:

The City Council previously approved a Development Agreement with 3-D Homes LLC at the January 25, 2005 City Council Meeting.

The subject property is located approximately 1000 ft northeast of the intersection of SR 524 and Adamson Road and is identified as parcels 24-35-27-00-12 and 24-35-27-00-273. These two parcels equate to a roughly +/- 36-acre area.

The agreement stipulated that as a condition of the rezoning of the subject parcels from RR-1 to RU-2-15, only a mixture of detached and attached single-family dwellings would be allowed. The mixture was allocated at 50% for each style. The stipulations also required that the minimum living area would be 1,600 square feet per unit.

A new development team that is comprised of Kolter Land and DW Homes is requesting an amendment to the Development Agreement consisting of the following changes:

- Remove the requirement for detached single-family homes to allow for the entire development to be attached single-family (Residential Townhomes) consisting of 3 to 5 units per building.

- Reduce the required minimum living area from 1,600 square feet per unit to 1,248 square feet per unit and the height would not exceed two stories. The minimum living area required in the RU-2-15 Zoning District for Residential Townhomes is 800 square feet for one-bedroom units and 900 square feet for two-bedroom units, plus 100 square feet for each additional unit. The proposed living area would continue to exceed the requirements of this code section.

- The developer will offer a minimum of two different exterior elevations to help create diversity within the community.

All other requirements related to a Townhouse Residential Subdivision, as stated in Appendix A, Article XI, Section 5 (RU-2-15) of the City Code of Ordinances will be met.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

City Council approved to enter into a Development Agreement with 3-D Homes, LLC at the January 25, 2005 City Council Meeting.

RECOMMENDED MOTION:

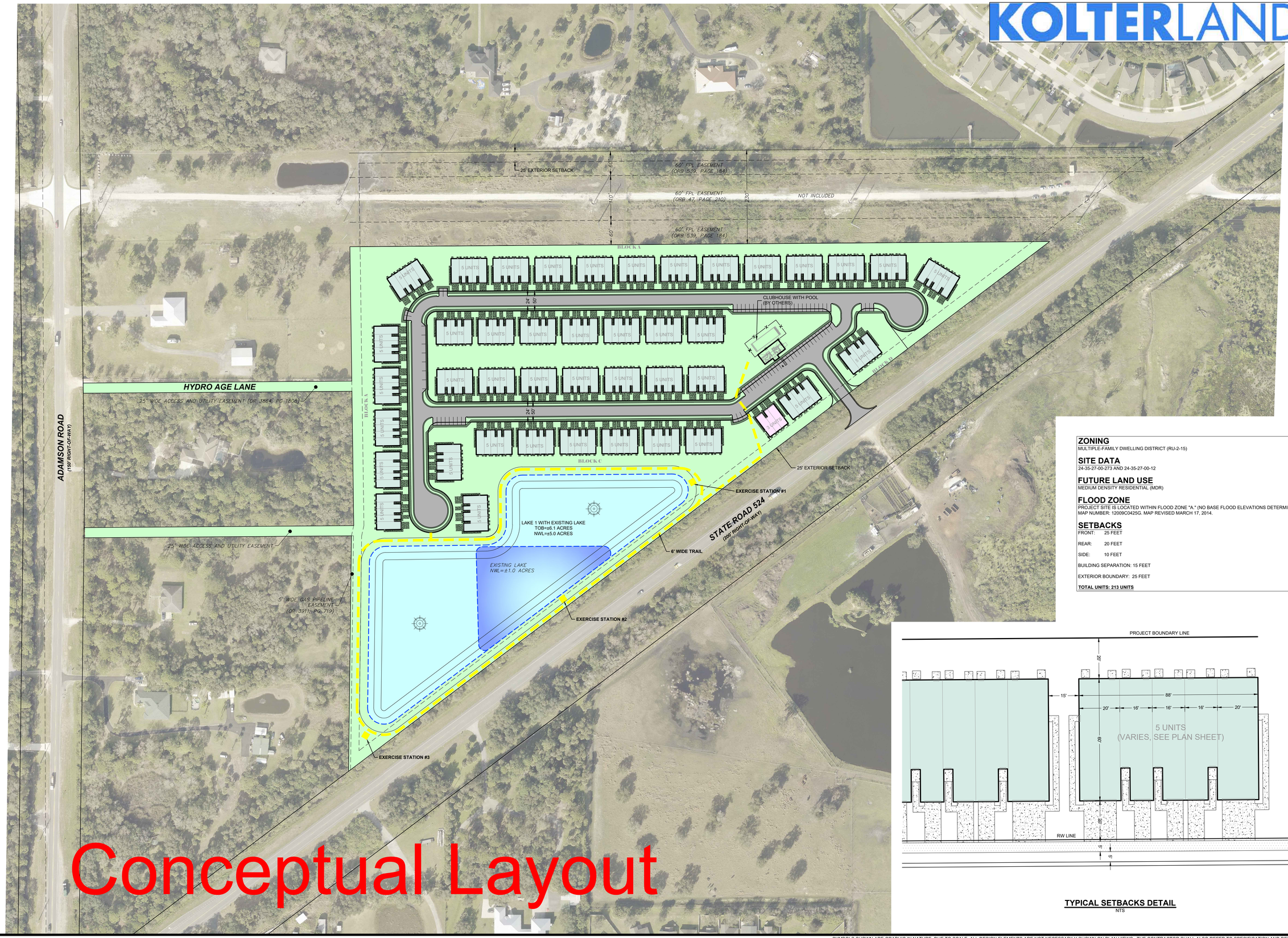
Consider the proposed amendments to the previously approved 3-D Homes Development Agreement primarily related to the percentage of detached and attached single family dwellings and minimum unit living area.



16/20X55-TH-FEFG-2STORY-TYP.5.UNIT.BLDG

David Weekley Homes

KOLTERLAND



Conceptual Layout

ZONING
MULTIPLE-FAMILY DWELLING DISTRICT (RU-2-15)

SITE DATA
24-35-27-00-273 AND 24-35-27-00-12

FUTURE LAND USE
MEDIUM DENSITY RESIDENTIAL (MDR)

FLOOD ZONE
PROJECT SITE IS LOCATED WITHIN FLOOD ZONE "A." (NO BASE FLOOD ELEVATIONS DETERMINED) MAP NUMBER: 12009C0425G. MAP REVISED MARCH 17, 2014.

SETBACKS
FRONT: 25 FEET
REAR: 20 FEET
SIDE: 10 FEET
BUILDING SEPARATION: 15 FEET
EXTERIOR BOUNDARY: 25 FEET

TOTAL UNITS: 213 UNITS

TYPICAL SETBACKS DETAIL
NTS

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

100 0 50 100
(IN FEET)

DATE:	04/27/23
DESIGN/DRAWN:	ALS/AH

PROJECT TITLE
KOLTER COCOA TOWNHOMES

SHEET TITLE
CONCEPT E

PROJECT NO.
11647

DRAWING NO.
11647_200_010

SHEET
1 of 1

H:\Projects Folder\11647\Drawings\11647_200\11647_200_010.dwg May 15, 2023 8:45:36 AM AH

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

CITY OF COCOA
NOTICE OF PUBLIC HEARING

THE COCOA CITY COUNCIL

PROPOSES TO CONSIDER THE FOLLOWING:

ORDINANCE 02-2023 - ZONING TEXT AMENDMENT

SECOND READING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; changing the lists of permitted and Special Exception uses in Appendix A, Article XI of the Zoning Ordinance of the City of Cocoa related to Gym and Fitness facilities in the restricted Commercial, Neighborhood Commercial, General Commercial, Central Business District, Commercial Parkway, Wholesale Commercial, Planned Unit Development, and Cocoa Waterfront Overlay Districts; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.

ORDINANCE 03-2023 - ZONING MAP AMENDMENT

SECOND READING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; amending the Official Zoning Map designation of seventy-seven (77) parcels of real property, totaling 11.59 acres, more or less, and generally located on the southeast corner of Quail Ridge Court and Otterbein Avenue, in Cocoa, Florida, more particularly depicted and described on Exhibit "A" attached hereto, from C-N (Neighborhood Commercial District) to RU-2-15 (Multiple-Family Dwelling District); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date.



3-D HOMES LLC BINDING DEVELOPMENT AGREEMENT

APPROVE AN ADDENDUM TO THE BINDING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COCOA AND 3-D HOMES LLC; entered on February 8, 2005, recorded in the Official Records of Brevard County, OR Book 5426, Page 7679, to remove the requirement to construct a mixture of single-family dwelling and townhome units and alter living area under air requirements. The +36 acre site is identified as Tax Parcels 24-35-27-00-12 and 24-35-27-00-273 through the Brevard County Property Appraiser.

CITY COUNCIL PUBLIC HEARINGS WILL BE HELD ON

May 23, 2023

ALL HEARINGS WILL TAKE PLACE 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 cshealy@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 BOA, 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 BOA, PZ Board/LPA and City Council reserve 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 https://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) 433-8451.

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 persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

FT-GCI1062405-01

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

FIRST ADDENDUM TO DEVELOPMENT AGREEMENT

THIS ADDENDUM TO THE BINDING DEVELOPMENT AGREEMENT ("**First Addendum**") is made and executed this _____ day of _____, 2023, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("**City**"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **3-D HOMES, LLC**, a Florida Limited Liability Company ("**Developer**") whose principal address is 1474-A West 84th Street, Hialeah, Florida 33014).

WITNESSETH:

WHEREAS, Developer is the owner of approximately thirty-six (36) acres of land within the boundaries of the City of Cocoa and more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Developer Property"); and

WHEREAS, Developer and the City previously entered into a binding Development Agreement on February 08, 2005, which was recorded in the Public Records of Brevard County, Book 5426, Page 7679, on February 24, 2005 (the "Agreement"); and

WHEREAS, the Agreement placed certain restrictions on the development of the Developer Property as a condition of rezoning the Developer Property from the Rural Residential District (RR-1) to the Multiple-Family Dwelling District (RU-2-15), including that the Developer Property would be developed as a mixture of townhomes and single-family detached homes with certain living area under air requirements; and

WHEREAS, the Developer no longer desires to construct single-family detached homes on the Developer Property and instead desires to amend the Agreement to eliminate the requirement that the Developer construct single-family detached homes on the Developer Property; and

WHEREAS, Developer desires to design, permit, and construct a residential subdivision consisting of a mixture of attached for-sale or rental two-story townhomes (the "Project"); and

WHEREAS, the City believes that the amended Project will continue to benefit the City of Cocoa by providing quality housing for the citizens of the City of Cocoa, promoting the efficient use of underutilized land, and incorporating unique design techniques which will preserve open-space; and

WHEREAS, Developer and the City desire to memorialize their understandings and agreements regarding their respective interests, expectations, and intentions regarding the aforementioned Project and addenda to the Agreement as set forth in this First Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Amended Project General Requirements and Conditions. Section II of the Agreement regarding the Developer Project General Requirements and Conditions is stricken in its entirety and replaced with the following:

II. Developer Project General Requirements and Conditions.

In consideration of the mutual promises and consideration set forth in this Agreement, Developer agrees to permit and develop the Project on Developer Property located within the City of Cocoa. Developer agrees to permit and develop the Project under the terms and conditions of this Agreement and the City of Cocoa Code and Comprehensive Plan. Further, the Project shall be designed and implemented as follows:

(a) Developer shall design, permit, and construct a residential townhouse development. The dwelling units may be for sale or rental.

(b) Developer agrees that each dwelling unit shall have a living area (under air) of at least twelve hundred forty-eight (1248) square feet.

(c) Developer shall be solely responsible for extending water, sewer, and reuse lines to the Project, and for all necessary infrastructure, including but not limited to roadway and stormwater management facilities.

(d) The Developer agrees to construct the buildings such that they will offer at least two exterior elevations to create visual diversity and interest.

(e) The Developer agrees that upon site plan approval, the same will thereafter be incorporated herein by this reference as **Exhibit "B,"**, and shall only be amended in accordance with this Agreement and the City Code.

3.0 Notices. The contact information for delivering Notices to the Parties as provided in Section VIII of the Agreement is hereby modified as follows:

Developer: L. Michael Osman, Esq.
3-D Homes, LLC
1474-A West 84th Street
Hialeah, FL 33014
Phone: 305-823-1401
Fax: 305-823-1843

City: City of Cocoa
Attention: Stockton Whitten, City Manager
65 Stone Street
Cocoa, FL 32922
Phone: 321-433-8737
Email: swhitten@cocoafl.org

With copy to: Anthony A. Garganese, Esq.
City Attorney for the City of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Ave – Suite 2000
Orlando, FL 32801
Phone: 407-425-9566
Fax: 407-425-9596
Email: agarganese@orlandolaw.net

4.0 Full Force and Effect. All terms and conditions of the Agreement which are not expressly modified by this Addendum shall continue to remain in full force and effect.

5.0 Recordation. Upon full execution by the Parties, this Addendum shall be recorded in the Public Records of Brevard County, Florida, by the City.

[SIGNATURE PAGES TO FOLLOW]

DRAFT

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of the following witnesses:

CITY OF COCOA

_____
Signature of Witness

By: _____
Michael C. Blake, Mayor

_____
Printed Name of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

CITY SEAL

ATTEST:

By: _____
Carie Shealy, City Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2023, by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

DRAFT

Signed, sealed and delivered in the presence of the following witnesses:

3-D Homes, LLC

_____
Signature of Witness

By:_____

Print Name and Title: _____

_____
Printed Name of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2023, by_____, the _____of 3-D Homes, LLC, on behalf of the company, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

A parcel of land lying in Section 27, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at a 1/2 inch iron rod (no identification) which monuments the Northwest corner of said Section 27, and run North 89°44'30" East, along the North line of said Section, a distance of 75.00 feet to a point on the East right of way line of Adamson Road (a 150 foot wide right of way); thence South 00°46'59" East, along said East right of way line, a distance of 2413.07 feet to the Point of Beginning; thence continue South 00°46'59" East, along said East right of way line, a distance of 25.00 feet; thence North 89°34'38" East, parallel with the South line of the Northwest 1/4 of said Section 27, a distance of 659.99 feet; thence South 00°46'59" East, parallel with said West line of the Northwest 1/4, a distance of 330.00 feet; thence South 89°34'38" West, parallel with said South line of the Northwest 1/4, a distance of 662.19 feet to a point on the aforesaid East right of way line of Adamson Road; thence South 00°42'51" West, along said East right of way line and parallel with the West line of the Southwest 1/4 of said Section 27, a distance of 25 feet; thence North 89°34'38" East, parallel with said South line of the Northwest 1/4, a distance of 656.89 feet; thence South 00°42'51" West, parallel with said West line of the Southwest 1/4, a distance of 578.45 feet to a point on the Northerly right of way line of State Road No. 524 (a 200 foot wide right of way); thence North 52°55'59" East, along said right of way line, a distance of 2543.93 feet to a point on the North line of a 60 foot wide Florida Power and Light Company Easement recorded in Official Records Book 539, Page 184, of the Public Records of Brevard County, Florida; thence South 89°34'38" West, along said North line a distance of 2029.62 feet; thence South 00°46'59" East, parallel with the aforesaid West line of the Northwest 1/4, a distance of 560.00 feet; thence South 89°34'38" West, parallel with said South line of the Northwest 1/4, a distance of 659.99 feet to the Point of Beginning.

Subject to Florida Power and Light Company Easements over and across the North 230 feet of the above described parcel recorded in O.R. 539, Page 184, and O.R. 47, Page 210; and subject to a 10.00 foot wide Florida Power and Light Company Easement recorded in O.R. 3864, Page 1808 and O.R. 3982, Page 1611; Subject to a 5.00 foot wide gas pipeline Easement recorded in O.R. 3911, Page 719; and subject to all other Easements, restrictions, limitations and/or rights of way of record.

Legislation Details (With Text)

File #:	22-709 **Version:** 1	**Name:**	
Type:	Informational Item	**Status:**	Council Busines
File created:	11/18/2022	**In control:**	City Council
On agenda:	5/23/2023	**Final action:**	
Title:	Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (Utilities Director)		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	SOIRL Cost anlysis and impact 11.29.2022.pdf SOIRL Cost anlysis and impact 11.29.2022a.pdf		

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2023
Agenda Date: May 23, 2023
Prepared By: Jack Walsh, Utilities Director
Through: Stockton Whitten, City Manager
Requested Action:
To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion

BACKGROUND:

This agenda item was previously reviewed by Council on August 9th, July 26th and June 24, 2022 meetings. Portions of this agenda remain the same and portions have been modified or updated from previous versions.

On November 29, 2022, Council approved a motion to table this agenda until a determination is made from the state ethics board on Councilwoman Koss's ability to vote upon the agenda. The State Ethics Commission ruled that except for procedural or preliminary matters, Councilwoman Koss has a voting conflict of interest and cannot vote on making a final determination regarding the septic-to-sewer conversion project that would involve such a conversion for her residence (including Option 1 and Option 2) because she would receive guaranteed funds (gains) from the City and would have a mandatory outlay of funds she would personally incur if the project were underfunded (losses), thus, incurring a special private gain or loss under the voting conflict statute. Thus, Councilwoman Koss will not be voting on making a final determination regarding the project. The remaining four (4) members of Council will need to provide final direction at this time.

Two areas within the City of Cocoa along Indian River Drive have been identified for funding form the

Save Our Indian River Lagoon (SOIRL) tax adopted by Brevard County. The areas are known as Area “J” and “K” and consist of a total of ~~92~~ 88 single family homes that can be elgible for reimbursement to remove their septic systems and replace with a city owned gravity sewer system.

The SOIRL study conducted by Tetra Tech identified 5 major areas of pollutents into the Indian River Lagoon;

1. Stormwater runoff
2. Baseflow/septic, leaking sewer, reclaimed water
3. Atmospheric deposition
4. Point sources
5. Muck flux

SOIRL currently has approved an allocation of approximately $6.1M for 88 lots toward the design, construction of a new gravity sewer system to eliminate existing septic systems assuming 100% participation. The final design and plans are complete. The opinion of probable costs was prepared by the Engineer of Record and the costs vary based on the method of construction used by a contractor to install the sewer mains. Current cost estimates place the costs of construction of the new gravity system at $6.6 to $8.2M. This estimate does not inlcude homeowner on site costs.

Cocoa engaged a consultant to prepare a preliminary feasibility study to identify more specifically how many homes could be served, if a gravity or pressure force main system would be required and to understand the geology, and the challenges of construction in this area. Upon completion of a preliminary layout for the sewer, a community meeting was held last year for citizens to ask questions and see the proposed scope of work.

According to Brevard County Natural Resources Department, the project is eligible to fund 88 lots. Council directed the City Manager to petition the SOIRL Citizen Oversight Committee for additional funding. The Oversight Committee made a request to the Brevard County Commission to increase the allocation by $913K for a total funding available of $6,167,373. The request was approved on the October 25, 2022 Commission meeting. The cost for the project using SOIRL funding along with potential grants could potentially cover all costs based on current budgets assuming 100% participation of the 88 lot owners. However, cost over runs could range from $691K to $4.9M depending on the actual connections achieved. Note as the level of participation decreases, the costs to the city or citizens increase. For example, at 70% participation using the worst-case estimate, the city or citizens could be responsible for repaying an estimated $2.3M of reimbursable costs back to Brevard County.

At the community meeting hosted by Staff and our consultant in November 2020, the project was presented as a potential no cost to the homeowners based on information known at the time. Per our current discussion with Brevard County, the costs for the design and construction of the sewer system are reimbursable and the onsite costs of the homeowner are not reimbursable under the SOIRL program but may be eligible under other grants offered by FDEP or SJRWMD. A survey was conducted in conjunction with the community meeting and of the 40 respondents, 22 homeowners or 55% were not supportive of the project if the homeowner was responsible for costs associated with connecting to the sewer system.

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Currently, City of Cocoa Code of Ordinances does not require existing homeowners who have functioning septic systems to connect to city sewer system. The following items are presented to outline options available to Council to consider. The financial liabilities associated with this project will need to be addressed and the appropriate actions identified for follow up by staff. To address the requirements to connect or not connect and to address shortfall in funding that is not covered by either the SOIRL funding for infrastructure or a future grant from FDEP/SJRWMD for homeowner costs, the following options are available:

Option 1: Withdraw the sewer infrastructure project and let the homeowners submit and qualify for advanced septic treatment funding from SOIRL

If chosen, withdrawing the Septic to Sewer Conversion project will allow all homeowners within the current J and K areas to seek reimbursement for septic replacements if the new septic system meets all the advanced treatment requirements outlined in the SOIRL technical report. Brevard County Natural Resources Department will require a letter from the city to withdraw the project. Homeowners would be immediately eligible for to apply to Brevard County for individual septic system replacement dollars. Per the SOIRL website, the maximum reimbursement for advanced septic systems is $18,000 per lot. This option allows the greatest freedom of choice for homeowners but not complete removal of unwanted nutrients to the lagoon.

Option 2: Mandatory Participation. Require all homeowners to connect to the sewer system once completed. Council must determine how cost overruns are funded If cost overruns (if they occur) for public infrastructure are greater than SOIRL funding and any applicable grants, the cost above the available funding will be paid for by:

A) Utilities/Utility Rate Payers or
B) Homeowners

Each homeowner can apply for FDEP or SJRWMD grants through the city as available for additional reimbursements for septic abandonment, new sewer service line, hardscape replacements and potentially impact fee if allowed by the grant.

With mandatory participation, the city can apply for a grant from SJRWMD or FDEP for the short fall from SOIRL. Adopting a specific mandatory connect policy for the homeowners in the affected areas as well as a policy for non-compliance with enforcement actions detailed is needed. The details on enforcement to address homeowners who refuse to comply will need to be identified. The policy must address the costs not covered due to refusal to participate and the costs above allocated funding regardless of the source of funding.

In the above option, the cost overrun funding source for public infrastructure will need to be specifically stipulated as either a city utility responsibility or a homeowner responsibility. Mandatory participation ensures maximum reimbursement from SOIRL funding but may be insufficient. Homeowners can seek grants for new service lines and other related costs. If homeowners are to pay for infrastructure overruns, the estimated costs spread over 88 lots may create a large liability to the homeowners and that liability will vary on a lot-by-lot basis depending on actual costs associated with connecting a lot because of the varying lot characteristics and complexities (e.g., lot size and depth; obstructions such as walls, fences, trees, and accessory structures; location and accessibility of existing septic tank; length of lateral pipe run, etc.) related to installing a new lateral service line and removing the existing septic tank for each particular lot. For example, based on a very

preliminary field inspection of the 88 lots, the lots were placed into four, very general groupings to demonstrate the potential range of estimated costs to the homeowners from the lowest group estimate of $24,420 (18 lots) to the highest group estimate of $62,640 (4 lots) (see attached). However, actual homeowner costs could be higher or lower for any particular lot depending on the characteristics and complexities of the lot as mentioned above.

To move forward with this project, homeowners will have to connect to the City's sewer system. As such, the City Council will need to adopt an ordinance requiring a citywide mandatory connection policy addressing lots that have existing septic when city sewer systems are or become available. The areas identified as Area J and Area K from the Brevard County Tetra Tech Report will be required to connect without exception due to the very close proximity of the homes to the lagoon and the environmental harm such as algae blooms and nutrient loading caused by the septic systems per the Tetra Tech report. Other properties east of US 1 with existing working septic systems, which are not part of the Area J and Area K project and not currently eligible for the subject funding program currently under consideration in this agenda item, will likewise be required to connect at their own expense because of their proximity and potential environmental harm to the lagoon. The ordinance will also adopt enforcement procedures to enforce the mandatory sewer connection requirement and discontinuance of the homeowner's septic system. The additional costs and impact on funding eligibility on the City and homeowners associated with enforcement is unknown at this time and will depend on the number of homeowners that refuse abide by the mandatory connection policy and connect and participate in the project.

Homes outside Area J and K and outside the areas designated in the Tetra Tech report that are located west of US 1and have working septic systems and currently have access to the city sewer system can be granted exceptions to connect to the City's sewer system so long as their septic systems continue to function properly. Staff estimates there are approximately 124 parcels within the city limits that have current water accounts and have access to existing sewer but have no current sewer account. Exceptions approved for properties west of US1 would not force a customer to immediately connect to the City's sewer system, but such properties will be required to connect once their septic system fails in the future.

The Utilities Department will need to cash fund the project subject to review and upon securing mandatory participation, sign a contract with Brevard County to accept the funding reimbursement from SOIRL.
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STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On November 29, 2022, Council approved the request to table the agenda item until a determination

from the Florida State Ethics Commission makes a ruling on the ability of Councilwoman Koss to vote on the agenda.

On August 9th, 2022, Council reviewed an agenda item to consider multiple options for the Save Our Indian River Lagoon Septic to Sewer Project. The item was not approved and failed due to the lack of a majority for the motion.

On July 24th, 2022, Council reviewed an agenda item to consider multiple options for the Save Our Indian River Lagoon Septic to Sewer Project. More information on homeowner costs was requested outside the Indian River Drive corridor needed to be considered and the item was tabled until the August 9th, 2022 meeting.

On June 24th, 2022, Council reviewed an agenda item to consider multiple options for the Save Our Indian River Lagoon Septic to Sewer Project. More information on sewer impacts outside the Indian River Drive corridor needed to be considered and the item was tabled until the July 26th, 2022 meeting.

On November 13, 2019, Council approved a task order for Bussen-Mayer Engineering Group (AKA DRMP), for final engineering design and surveying.

On December 12, 2017 Council approved a task order for Bussen-Mayer Engineering Group for preliminary design, geotechnical analyis, survey and project feasibility.

RECOMMENDED MOTION:

To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion

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Septic to Sewer Project 11/29/2022

Estimated Home Owner Costs (service line, remove septic, repairs, landscaping)

# of Connections Served by Project	Estimated Cost per Lot	Estimated Total Customer Cost
4	$62,640	$250,560
50	$30,960	$1,548,000
20	$27,960	$559,200
18	$24,420	$439,560
	Subtotal	$2,797,320
	Impact Fees	$161,000
	Total	$2,958,320

Range of Costs to be paid for by homeowners or by grant or in any combination

≈ $3,000,000

*Estimate based on field observation and GIS data and can vary

50/50 Funding	Expense Debit	Funding Credit		Expense Debit	Funding Credit
	High Cost Estimate			Low Cost Estimate	
Public Infrastructure Cost	($8,300,000)			($6,700,000)	
Eng/Bidding/Inspection	($605,865)			($605,865)	
SOIRL Funding match		$4,607,373			$4,607,373
Max Grant Funding		$4,607,373			$4,607,373
			$6,167,373		
Private Costs	($3,000,000)			($3,000,000)	
Eng/Bidding/Inspection	($120,000)			($120,000)	
SOIRL Funding match		$1,560,000			$1,560,000
Max Grant Funding		$1,560,000			$1,560,000
Totals	($12,025,865)	$12,334,746		($10,425,865)	$12,334,746
Needed Funding/Surplus	$308,881 *			$1,908,881 *	

* Note - surplus not possible with grants. The agencies will only reimburse based on actual expenses

Areas J and K - Estimated Costs

11/29/2022

Septic to Sewer Project

Current SOIRL Funding - Infrastucture Reimbursement										
# of Connections Served by Project	Assumed Particpation Rate	Actual Connections made	Current Funding SOIRL	Grant Funding Pvt.	Grant Funding Public	Total Available Funding	Engineering Costs	Current Estimated Const. Cost Max.	Current Estimated Customer Cost	**Needed Funding Required or Surplus**
88	100%	88	$6,167,373	$1,560,000	$4,607,373	$12,334,746	$605,865	$8,300,000	$3,120,000	**$308,881**
	90%	79	$5,550,636	$1,404,000	$4,007,639	$10,962,275	$545,279	$8,300,000	$2,808,000	**-$691,004**
	80%	70	$4,933,899	$1,248,000	$3,562,346	$9,744,245	$484,692	$8,300,000	$2,496,000	**-$1,536,447**
	70%	62	$4,317,161	$1,092,000	$3,117,052	$8,526,213	$424,106	$8,300,000	$2,184,000	**-$2,381,892**
	60%	53	$3,700,424	$936,000	$2,671,759	$7,308,183	$363,519	$8,300,000	$1,872,000	**-$3,227,336**
	50%	44	$3,083,687	$780,000	$2,226,466	$6,090,153	$302,933	$8,300,000	$1,560,000	**-$4,072,780**
	40%	35	$2,466,950	$624,000	$1,781,173	$4,872,123	$242,346	$8,300,000	$1,248,000	**-$4,918,223**

Note : SOIRL funding based on new $70,083 per lot reimbursement ($6,167,373 for 88 lots)
Customer Grant Funding based on $35,454 per lot ($3.12M for 88 lots assumed)

Legislation Details (With Text)

File #:	23-282	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	4/26/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Consider the reappointment of George Brown OR the appointment of Robert Mason as a Regular member on the Code Enforcement Board through June 30, 2026. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	George Brown Board Member Application.pdf Robert Mason Board Member Application.pdf Ordinance 07-2021 (Term Limits for Boards & Committees).pdf Code Enforcement Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 27, 2023
Agenda Date: May 23, 2023
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of George Brown OR the appointment of Robert Mason as a Regular member on the Code Enforcement Board through June 30, 2026.

BACKGROUND:

Originally appointed to the Code Enforcement Board back in 1983 when the Board was first established, Mr. George Brown Jr. has served on the Board for forty years and is one of the original members. Although he has reached his term limit per Ordinance No. 07-2021, Mr. Brown has asked that the City Council consider reappointing him to the Board for another three-year term, until June 2026.

Per Ordinance No. 07-2021 and Section 2-58(f) of the City Code, the City Council reserves the right to waive the term limitation and may reappoint a board or committee member to serve additional consecutive terms in situations when the Council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out.

The Ordinance is attached to this item for reference.

Additionally, the City received an application from Mr. Robert Mason to be considered for the Regular member seat. Mr. Mason worked for twenty-eight years in the hospital supply business and was also a farmer for thirty years. Mr. Mason's term would expire in June 2026 should the Council decide to elect him to the Regular member seat.

Both applicants meet all of the requirements for serving on a City board.

A Board roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Mr. Brown was previously reappointed to the Code Board in June, 2020.

RECOMMENDED MOTION:

Consider the reappointment of George Brown OR the appointment of Robert Mason as a Regular member on the Code Enforcement Board through June 30, 2026.

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CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: GEORGE C. BROWN JR Application Date: APRIL 21 2023

Street Address, Including Zip Code: 555-557 W. KING ST SR520 32922

Cocoa City Council District that you live in ***(this information can be found on your Voter's Registration Card)***:

District 1 ✓ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: 321 632 6563 Work: _____ Pager: NONE Cell: 321 506 7044

Place of Business: JUNIORS AUTO RACING 557 W. KING ST SR520 32922

Title/Position Held: OWNER + OPERATOR 45 YEARS COCOA OPENED 60 YEARS IN BOSTON MA

Date of Birth[2] _____

Email Address: NONE.

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE

(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
X	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (Cocoa)
	Pension Board - Fire		Utilities Advisory Board
	Pension Board - General Employees		Sustainability Advisory Board
	Pension Board – Police		

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

ELIGIBILITY 48 YRS

Have you been a City of Cocoa resident for at least 6 months? Yes ✓ No ____
Do you own property or a business in Cocoa? Yes ✓ No ____
If YES, please list address(s): 555-557 W. KING ST - 24 36-33 CB BLK 6 LOT 10 LOT 11 LOT 12 LOT 13+14 LOT 15 LOT 16 LOT 17 LOT LOT 24

Are you registered to vote in Brevard County, Florida? Yes ✓ No ____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ✓ No ____
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

SERVED - BUTIFICATION BOARD - RED ADV. BOARD
POLICE ADV BOARD
SERVICE 40yrs CODE BOARD - NEVER MISSED A MEETING
VICE CHAIR ON CODE I KNOW HOW TO CONDUCT A MEETING
I AM WELL INFORMED ON CITY CODES
* RECIEVED VOLUNTEER OF THE YEAR 2006 ALL BOARD MEMBERS CONSIDERED
* VOLUNTEER OF THE YEAR 2014
* RECOGNITION OF 10yrs OR MORE 2003
I'VE BEEN TOLD I AM TO OLD AND PUT TO MUCH TIME IN BY A COUNCIL MEMBER I GOT A LITTLE LEFT

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

___ African-American
___ Asian-American
___ Hispanic-American
___ Native American
_X_ Caucasian

GENDER

_✓_ Male
___ Female

DISABILITY

___ Physically Disabled

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: ROBERT MASON Application Date: 4/3/23

Street Address, Including Zip Code: 102 RIVERSIDE DR #703

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 X District 2 _____ District 3 _____ District 4 _____

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 503-550-3641

Place of Business: _____

Title/Position Held: _____

Date of Birth[2] 6-19-1934

Email Address: RHX@COMCAST.NET

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee	X	Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
X	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Board
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	____
Do you own property or a business in Cocoa?	Yes	____	No	X
Are you registered to vote in Brevard County, Florida?	Yes	X	No	____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any	NO	NO		

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes X No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

1. WAS IN THE HOSPITAL SUPPLY BUSINESS FOR 28 YEARS
2. FARMER - ~ 30 YEARS

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
X Caucasian

GENDER

X Male
____ Female

DISABILITY

NONE Physically Disabled

ORDINANCE NO. 07-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-58(f) OF THE CITY CODE RELATED TO TERMS OF BOARD AND COMMITTEE MEMBERS TO ESTABLISH TERM LIMITS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, pursuant to Article III, Section 3(c) of the City Charter authorizing the City Council to establish boards and committees and to appoint or remove the members thereof, the City Council has established uniform board and committee rules under Section 2-58 of the City Code; and

WHEREAS, the City Council desires to amend Section 2-58 to establish term limits for board and committee members as more specifically stated herein; and

WHEREAS, the City Council finds that establishing term limits will provide a greater number of interested citizens to have an opportunity to serve on City boards and committees; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Section 2-58(f) of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (~~strikeout~~ type indicates deletions from the City Code and underlined type indicates additions):

(f) *Term.* All board and committee members shall be appointed to serve (3) year terms and may be reappointed by the city council for subsequent three (3) year terms ~~without limitation~~ provided no board or committee member shall serve more than three (3) consecutive full terms on any particular board or committee. However, the city council reserves the right to waive the term limitation set forth in this section, and the city council may reappoint a board or committee member

to serve additional consecutive terms in situations when the council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out. Board or committee members serving in their fourth or greater consecutive term as of the effective date of the term limit set forth in this section shall be permitted to serve the remainder of their current term. Nothing herein shall prohibit any person from being appointed by the city council to serve more than three consecutive terms on different boards or committees. Board or committee members may serve as a holdover board or committee member until reappointed or a replacement is appointed by the city council. If a member is removed, or vacates their appointment for any reason, including death, excessive absences, or resignation, prior to the expiration of their term, the city council shall appoint another person to serve the remaining portion of the unexpired term.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2021.

Michael C. Blake, Mayor

ATTEST:

Carie Shealy, City Clerk

First Reading:	03/23/2021
Second Reading:	04/13/2021
Legal Ad Published:	04/04/2021
Effective Date:	04/13/2021

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**		**Expirations in June**	
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Michael Simpson	12 N. Fiske Blvd. Cocoa, FL 32922 Mikesimps67@yahoo.com	813-494-2671	07/26/2022 Appointed to Regular position 05/24/2022 Appointed as Alternate	2025
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	06/21 Reappointed 01/2021 appointed	2024
George Brown, Jr.	555 W. King Street, 32922-7421	632-6563	06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2023
Lloyd Roberts Chairperson	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2024
Chris Davis Fulfilling Ed Green's term	1113 Westview Dr. Cocoa, FL 32922 topherwilliamdavis@gmail.com Christopher.davis@brevardfl.gov (work email)	513-278-3400	01/10/23 Appointed	2024
Verna Hughes (fulfilling term of Kimberly Curtis)	15 N. Indian River Drive, #304 Cocoa, FL 32922 Vernabrunner@cs.com	626-5000 cell	09/2022 appointed (to fulfill unexpired term of Kimberly Curtis)	2024
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	06/21 Reappointed 07/18 Reappointed 05/15 Reappointed 03/15 appointed (filled C. Young seat)	2024
1st Alternate Aurora Ramirez	2600 N. Indian River Dr. Cocoa, FL 32922 bviwish@gmail.com	407-721-0128		No expiration
2nd Alternate Josue Otero	2603 N. Indian River Dr. Cocoa, FL 32922 Oteroj23@yahoo.com	305-434-5606		No expiration
LIAISON	Councilman Dyal	474-4924	Updated 01/23	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			

RECORDING SECRETARY	Darla Crowl	433-8508		

Legislation Details (With Text)

File #:	23-289	**Version:**	1	**Name:**	UpStart Cocoa Awardees
Type:	Informational Item			**Status:**	Council Busines
File created:	5/1/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Inform Council members of the selected Cocoa UpStart grant awardees. (Communication & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 1, 2023
Agenda Date: May 23, 2023
Prepared By: Samantha Senger, Director of Communication and Economic Development
Through: Stockton Whitten, City Manager
Requested Action:
Inform Council members of the selected Cocoa UpStart grant awardees.

BACKGROUND:

Cocoa City Council approved the FY23 budget in September of 2022 that included funds for up to two awards of the UpStart Cocoa Grant to new or relocating minority-owned businesses in the city limits of Cocoa.

The new round of UpStart Grant awards opened for applications on February 1, 2023 and closed March 15, 2023. On January 31, 2023 two informational sessions were held for any questions potential applicants may have had and there were 22 businesses represented at these meetings. The new grant was promoted through the media, social media, printed newsletter, e-newsletter, Cocoa News Connection, website and City Council meetings.

There were twelve (12) total applications submitted for this round for both the Cocoa and Diamond Square grants. Three of the total twelve were eliminated due to being from out of the area and not being able to commit to participating in the weVENTURE program. The remaining nine applicants were scheduled to present and answer questions from the UpStart review committee. Two of the nine applications received were for the Diamond Square area and the remaining seven were for Cocoa.

The UpStart review committee was comprised of the following members:

- Kathy Register - weVENTURE

- Crystal McQueen - Diamond Square RDA member
- Christi Grant - City of Cocoa Senior Staff Accountant

Members of the committee heard from six of the nine applicants. Three did not show up for their scheduled meeting. The committee rated each application based on the following criteria:

- Demonstration of ability of the applicant to be successful well into the future.
- Location or potential location is a benefit to the City.
- The applicant demonstrates a strong desire to participate in the weVENTURE program and is very likely to successfully complete the program.
- The strength of the proposed business plan shows sound thought and can be refined with the help of the weVENTURE program.
- The applicant as a well thought out community enrichment component.
- The business idea or expansion is unique to the community or supports existing businesses in the Cocoa community.
- The motivation to start a business in the Cocoa community is strong.
- The applicant understands the challenges and opportunities facing their start-up or expansion.
- The applicant has prior experience with this type of business.
- The applicant has a well though out plan to utilize the UpStart funds.

Based on the applications and interviews, the committee selected the following applicants for the Cocoa UpStart grant recommendation:

- Anne Alise Romero - The Thirsty Cactus: The Thirsty Cactus is a beverage café specializing in fresh pressed juice, coffee, tea and beer and wine. It will also have healthy food options like sandwiches and salads and prepackaged meals to-go. They will also offer catering services.
- Cheronda Scott - The Toy Box of Cocoa, LLC: Ms. Scott bought the Toy Box less than two years ago. The Toy Box offers building scale model homes for miniature collectors and hobbyists.

Below is the scoring matrix for the three Cocoa applications that came to the scheduled committee interview (30 is the highest score a business can achieve):

Applicant	Committee Member 1	Committee Member 2	Committee Member 3	Average Score
Sip, Chill, Celebrate Beverages, Virgin Daiquiris and More	12	7	10	9.67
The Thirsty Cactus	25	22	26	24.33
The Toy Box of Cocoa, LLC	27	22	28	25.67

weVENTURE will now coordinate with the chosen applicants to begin the Ignite 360 program. Once the applicants have completed the coursework with weVENTURE, weVENTURE will provide a funding recommendation to the agency board regarding eligible expenses for the forgivable loan. This will be based on the applicant's performance in the program and the strength of the refined business plan. The Council will then need to approve entering into a loan agreement with the applicant to cover eligible expenses recommended by weVENTURE. The applicant will need to remain in business then for three years to be reimbursed for eligible expenses per the loan agreement.

STRATEGIC PLAN CONNECTION:

Economic/Community Development - Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast by maintaining and attracting new industry, jobs and investment and by supporting education, training and job readiness programs.

BUDGETARY IMPACT:

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

Amount Requested	$5,000
Account Number	001-1905-559.83-11
Account Name	Grants & Aids

PREVIOUS ACTION:

Based on the Council's approval for up to two UpStart forgivable loans, the committee recommended two applicants eligible to proceed with the weVENTURE Ignite 360 business mentoring and education program. Once the applicants have completed the program, funding recommendations will be submitted to the Council for approval to continue with the remainder of the loan.

RECOMMENDED MOTION:

Inform Council members of the selected Cocoa UpStart grant awardees.

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Legislation Details (With Text)

File #:	23-298	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/3/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Requesting to change the date and location of a previously approved street closure. (Director of Communication & Economic Development)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 3, 2023
Agenda Date: May 23, 2023
Prepared By: Gail A. Bantugan, Leisure Services Manager
Through: Samantha Senger, Director of Communication and Economic Development

Requested Action:
Approval of a street closure date and location change of a previously approved 2023 street closure

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

Original Street Closure
Dirty Oar Go Cart Races Sunday, July 2nd, 2023 6:00am-12:00pm

Orange St.:	between Florida Ave. and Brevard Ave. including Brevard Ct.
John Garren Ln.:	between Orange St. and Factory St.
Brevard Ave.:	between Harrison St. and Factory St.
Harrison St.:	between Delannoy Ave. and Brevard Ave.
Church St.:	between Brevard Ave. and Riverside Dr. incl. the Porcher House Loop
Delannoy Ave.:	between Maryland Ave. and Harrison St.

The race route will open after all participants have crossed the finish line and the route is cleared of

pedestrians.
Total Closure - One Day

Requested Street Closure Date and Location Change
Dirty Oar Brewery/Running Zone/Florida Today Summer Brewery Running Series, Tuesday, June 13th, 2023 4:00pm-8:00pm.
Oleander Street: beginning at the east side of Hughlett Street to the parking lot entrance of the Dirty Oar Brewery parking lot. Approximately 100.2 feet.

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

The 2023 Road Closure requests were approved last year on December 13, 2022.
.

RECOMMENDED MOTION:
Approval to change the date and location of this previously approved street closure

Legislation Details (With Text)

File #:	23-301	**Version:** 1	**Name:**	Porcher House Tenant Increases	
Type:	Informational Item		**Status:**	Council Busines	
File created:	5/4/2023		**In control:**	City Council	
On agenda:	5/23/2023		**Final action:**		
Title:	Council approval of a 3% increase in rent for the tenants at the Porcher House. (Director of Communication & Economic Development)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 4, 2023
Agenda Date: May 23, 2023
Prepared By: Samantha Senger, Director of Communication and Economic Development
Through: Stockton Whitten, City Manager
Requested Action:
Council approval of a 3% increase in rent for the tenants at the Porcher House.

BACKGROUND:

There are three tenants that rent office space at the Porcher House. The annual lease agreements are up for renewal for the term of October 1, 2023 through September 30, 2024. In 2022/23 the rent was increased 3%. Staff is proposing to increase the rent for the upcoming renewal period 3% once again. Below is the proposed increase.

Proposed 23/24 - 3% incr

Tenant	Lease Location	Square Footage	Monthly Cost Per SQ FT	Rent	CAM	Sales Tax	Total Due	Increase of:	
Anello Consulti	PH #205	231	1.73	$399.63	$19.98	$27.27	$446.89	$12.92	per month
Jackson Wealth	PH #201	297	1.73	$513.81	$25.69	$35.07	$574.57	$16.61	per month
Jackson Wealth	PH #206	264	1.73	$456.72	$22.84	$31.17	$510.73	$14.76	per month

The City Manager is authorized to sign the renewal agreements per the current terms of the

agreement. All increases in rent have been previously approved through Council.

STRATEGIC PLAN CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Tenant lease payments are recorded as revenue and budgeted each year.

PREVIOUS ACTION:

Council approved a 3% increase in rent for the FY22/23 renewal period. Prior to that, the rent increased 15% due to many years without an increase.

RECOMMENDED MOTION:

Council approval of a 3% increase in rent for the tenants at the Porcher House.

Legislation Details (With Text)

File #:	23-310	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/10/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05_10_2023 Cocoa Youth Ath. League Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2023
Agenda Date: May 23, 2023
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000.

BACKGROUND:

Cocoa Youth Athletics Corporation submitted a donation application request via email to the City Clerk's office on May 10, 2023. The project that they are requesting funding for is "Building a Tiger; One Touchdown at a Time!". The application was complete upon receipt and all of the required information was attached as well.

Cocoa Youth Athletics plans to serve 200-300 participants during their upcoming season, with the majority of children being from the City of Cocoa. These funds will help provide scholarships to 50-75 under privileged youth in the program, and to suit each of them with a new uniform and equipment.

This program provides the youth of Cocoa an opportunity to learn the skills of football and cheer, to reconnect youth in the pandemic environment, will provide children an outlet for physical activity to help with their health and mental situations, and promotes teamwork and good sportsmanship. Additionally, the program works to meet the needs of not only the youth but also the needs of the community, as they volunteer with churches, host parties for senior citizens, and promotes service over self.

Cocoa Youth Athletics Corporation has received a donation from the City of Cocoa in the amount of $1,000 in 2019, 2020, 2021, and 2022. All After Action Statements have been received for prior

donations as well.

Each fiscal year, each City Council member is allotted $1,000 and can choose whether or not to donate any of their portions to applicants. It is suggested that if each member wishes to contribute, each would be using $200 of their allotment, leaving each member with a balance of $800.

This is the first donation request received to date for FY 2022/2023.

The donation application is attached for your review.

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested	$1,000
Account Number	001-1000-511.48-00
Account Name	Promotional Activities

PREVIOUS ACTION:

City Council has approved donations in the amount of $1,000 to Cocoa Youth Athletics Corporation at their Regular City Council meetings held on March 13, 2019; March 11, 2020; April 13, 2021; and July 12, 2022.

RECOMMENDED MOTION:

Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000.

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SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Cocoa Youth Athletics Corporation

Project Name: Building a Tiger; One touchdown at a time!

		YES	NO
1	Completed Application	X	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	X	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	X	
4	Exhibit C - Project Objectives	X	
5	Exhibit D - Use Of Funds Statement	X	

Please send original application with requested attachments to:

City of Cocoa
Carie Shealy, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at 433-8484 . Thank You.

RECEIVED
Office of the City Clerk
MAY 10 2023
Time: 9:44 am

65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Cocoa Youth Athletics Corporation

FEDERAL ID #: 85-8017614722c-1

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: P.O. Box 236752 (Stradley Park, 1881 Rosetine St., Cocoa, Fl)

CITY/STATE: Cocoa, Fl **ZIP:** 32922

CONTACT PERSON: Alicia Phillips **TITLE:** Secretary

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: (321) 208-6458 **FAX #:**

EMAIL ADDRESS: cyeaop@gmail.com

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: $500

PROJECT INFORMATION:

NAME OF PROJECT: Building Tiger Nation

TOTAL PROJECT COST: $ 5,000.00

AMOUNT OF MONETARY REQUEST: $ ~~2,000.00~~ 1,000.00

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF IN-KIND REQUEST: $

COUNCIL DISTRICT: [X] CITYWIDE [X] DISTRICT 1 [X] DISTRICT 2 [X] DISTRICT 3 [X] DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 200-300

 # OF COCOA RESIDENTS TO BE SERVED: 200-300 (20 POINTS)

NEW PROGRAM?: [ ] YES [X] NO (10 POINTS)

EXPANDED PROGRAM?: [X] YES [ ] NO

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes X No_____ If yes, briefly describe. (10 POINTS)

The program includes residents in the City of Cocoa and in the County area of Cocoa. Residents will help organize and supervise youth during practices and games. Residents assist in planning practice set up, uniform sizing, concession planning etc.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

This past year, we were able to have over 200 youth participate in the program. We were able to offer 25 - 50 scholarships to under privilege youth and suit each of them with new equipment and uniforms. We are expecting an increase in participation within the next 3 - 4 months as its registration time with the project closing around

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Alicia Phillips
Signature of Authorized Representative

4/26/23
Date

0000023 11/01/18

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8017614722C-1	10/23/2018	10/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

COCOA YOUTH ATHLETICS CORPORATION
365 COUNTRY LANE DR
COCOA FL 32926-5384

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: Cocoa Youth Athletics Corporation
Fiscal Period: 01/01/23 -12/31/23

INCOME	AMOUNT
Support	
Govt. grants	$
Foundations	$
Corporations	$ 750.00
United Way	$
Individual contributions	$
Fundraising efforts	$ 3000.00
Membership income	$
In-Kind support	$
Investment income	$
Other (specify	$
	$
	$
Revenue	
Govt. contracts	$
Earned Income	$
Other (specify)	$
	$
TOTAL INCOME	$ 3750.00

EXPENSES	AMOUNT
Salaries and wages	$
Insurance and Benefits	$ 1500.00
Professional fees	$
Fundraising costs	$ 500.00
Travel	$
Equipment	$ 5000.00
Printing fees	$
Telephone/Utilities	$ 175.00
Postage	$
Rent	$
In-Kind expenses	$
Depreciation	$
Other (specify)	$
	$
TOTAL EXPENSES	$ 7175.00

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

EXHIBIT C

1. Objectives of this project:
    a. Give youth the opportunity to learn the skills of football and cheer.
    b. To reconnect youth in this pandemic environment.
    c. To provide children with an outlet for physical activity to help with their health and mental situations.
    d. To promote teamwork and good sportsmanship.
2. This project is needed as the youth of our community need a place and outlet to be kids and have fun again!
3. We serve all kids majority are from the City of Cocoa, but we serve youth from all of Brevard County.
4. Our program works to meet the needs of not only our youth, but also the needs of our community. We volunteer with churches, we host parties for the senior citizens, we promote service over self.

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: 4/26/23 **Project Dates:** 01/01/23 - 12/31/23

Organization: Cocoa Youth Athletics Corporation **Project:** Building a Tiger; One touchdown at a time!

1.) Please list the in-kind services requested from the City, along with the dates and times required: Volunteering a few hours of time to help at the field or practices.

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

We are requesting $1000 in monetary funds to give 50 - 75 scholarships for under privileged youth within out program.

Registration costs are $100-$125 per participant which includes a new uniform, full set of equipment, helmet, shoulder pads and practice pads.

All equipment will be purchased through Riddell, Academy, ASA or Dick's Sporting goods.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Alicia Phillips — **Project Administrator**

4/26/23 — **Date**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Natalya Chapple, Treasurer — **Project Financial Officer**

4/26/23 — **Date**

City of Cocoa

Material Purchases Schedule

To be attached when utilizing City of Cocoa funds to purchase or rent materials

Submit with the After Action Statement

Date: 4/26/23

Grantee: Cocoa Youth Athletics Corporation Project: Building a Tiger; One touchdown at a time!

Vendor Name	Vendor Invoice #	Check # and Date	Project Cost	General Description
			$9,000	Uniforms

TOTAL $ 9,000

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

X: Alicia Phillips — 4/26/23

Project Administrator — Date

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

X: Natalya Chapple — 4/26/23

Project Financial Officer — Date

RECEIVED
Office of the City Clerk
MAY 10 2023
Time: 8:30

City of Cocoa
After Action Statement
(To be submitted after completion of project/event)

Date: 4/26/23 **Project Dates:** 01/01/22 - 12/31/22

Organization: Cocoa Youth Athletics Corporation **Project:** Building Tiger Nation

1.) **Provide a follow-up to the event, including a description and success of the activity, attendance, etc:** With a limited season, we were able to register and purchase 50 additional uniforms and equipment. Two of our 5 teams ended up winning the Central Florida Youth Football & Cheer League Superbowl. Both teams received an invitation to the AYF National Tournament held in Orlando, Fl

2.) **Were the Cocoa provided monetary funds and/or in-kind services helpful?** The funds provided were very helpful as it gave kids an outlet to be kids and have fun during a pandemic. Without these funds, we would not have been able to offer any scholarships.

3.) **Additional Comments:**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Alicia Phillips — **Project Administrator** — 4/26/23 — **Date**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Netalya Chapple, Treasurer — **Project Financial Officer** — 4/26/23 — **Date**

Attach any back up documentation, pictures, newspaper stories, etc.

Approved 04/06

Donation After Action

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Cocoa Youths Athletic Corporation

Project Name: "Building a Tiger; One Touchdown at a time!"

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	**Yes** ☑ **No** ☐	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	**Number** 200-300	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	**Yes** ☑ **No** ☐	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	**Yes** ☑ **No** ☐	20

6. COMMENTS:

Cocoa Youth Athletics League has applied + received 4 previous donations in 2019, 2020, 2021 + 2022. They meet all criteria and all necessary documentation was received, including the After Action Statement." The City Clerk let Ms. Phillips know that the max donation is $1,000, as they had put a request of $2,000. Ms. Phillips asked the City Clerk to change amt on pg 2 to $1,000.

Total Score 110

Minimum threshold met?: **Yes** ☑ **No** ☐

Forwarded to City Attorney for review: **Yes** ☑ **No** ☐ **Date:** 5/11/2023

Meets municipal purpose?: **Yes** ☑ **No** ☐

City Council: _____ **Approved:** **Yes** ☐ **No** ☐

Legislation Details (With Text)

File #:	23-326	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	5/16/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approve Resolution No. 2023-052 adopting a revised fee schedule for planning and zoning applications. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Existing Fee Schedule.pdf Resolution No. 2023-052.pdf Planning and Zoning Fee Schedule Update - Exhibit A.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 16, 2023
Agenda Date: May 23, 2023
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director
Through: Stockton Whitten - City Manager
Requested Action:
Approve Resolution 2023-052 adopting a revised fee schedule for planning and zoning applications.

BACKGROUND:

As part of section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes the City Council may exercise home rule powers to adopt and authorize various fee schedules related to the ability to perform certain municipal functions.

The City Council adopted Ordinance 13-2022 which repealed the previously existing schedule of fees and authorized the City Council to adopt new fees by way of Resolution.

This resolution will update the City of Cocoa Planning and Zoning Fee Schedule as it relates to various department-related applications. The proposed schedule is provided as Exhibit A within the attached Resolution. The proposed fee schedule reduces the fee amount to single family residents and also includes a mechanism for the City to pass through fees related to third party reviews. A number of other items were updated as well within this revised schedule.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

City Council adopted Resolution 2022-102 for a revised fee schedule at the October 25, 2022 City Council Meeting.

RECOMMENDED MOTION:

Approve Resolution 2023-052 adopting a revised fee schedule for planning and zoning applications.

Existing

Exhibit A

CITY OF COCOA Planning and Zoning Fee Schedule

Fee Schedule

Board of Adjustment	
Appeal of Administrative Decision	$850 + Ad fees
Special Exception	$850 + Ad fees
Variance	$850 + Ad fees
Waiver	$850 + Ad fees

Comprehensive Plan Amendment	
Small-scale	$1550 + Ad fees
Large-scale map and text Amendments	$1250 + $850 + $6 per acre + Ad fees
Development of Regional Impact	$1500 + fees and costs allowed by State law + Ad fees
Development Agreement	$1250 + Ad fees

Zoning Amendments	
Zoning Text Amendment	$1250 + $6 per acre + $6 Per lot per du + Ad fees
Zoning Map Amendment (Rezoning)	$1250 +$6 per acre + $6 Per lot per du + Ad fees

Planned Unit Development	
Preliminary	Preliminary subdivision plat fee
Final	Final subdivision plat + rezoning fees

Site Plan	
Minor Amendment for lot less than one (1) acre	$1500
Over one acre	$1500 + $50 for each additional acre

Subdivision	
Preliminary	$2000 + $25/lot
Final	$1500 + $25/lot + City surveyor certification cost
Recording	Actual recording fees + $50

Miscellaneous	
Home Occupation	$50
Sidewalk Café	$25 Unchanged
Dog-Friendly Dining Area	$25 Unchanged
Zoning Confirmation Letter	$150 + special service charges for public records requests pursuant to public records policy
Tree removal	$15/tree or $200/acre Unchanged
Telecommunications Towers and Antennae	$1500 + Consultant fees
Vacation (right-of-way, easement)	$1500 + Surveyor and Advertising Fees
Flag Lots (administrative approval)	$500
Flag Lots (Planning & Zoning Board approval)	$1250

Revisions

Minor Site Plans Revisions	$50
Large Scale Site Plan Revisions	$100
Preliminary Subdivision Revisions	$100
Planning Inspection Fees	$75
Landscaping Inspection Fees	$100
Specialist Third Party Reviews	$50 plus Consultant fees

* The actual costs of legal advertising and public mail notice shall be in addition to the fees listed above.
* All applicable fees, charges and expenses shall be paid in full to the City prior to commencement of staff review of the application, or further public notices, petition, appeal, hearing, meeting, permit issuance, or certificate of occupancy issuance.
* Application fee refunds shall be as follows for planning and zoning board or board of adjustment items:

(1) If withdrawn prior to submission of legal advertisement to the newspaper, one-half (½) the original required fee shall be returned.

(2) If withdrawn after legal advertisement and prior to public hearing, one-fourth (¼) the original fee shall be returned.

(3) If withdrawn at public hearing, there shall be no refund.

* Applications tabled by the planning and zoning board or the board of adjustment shall remit fees as follows:

(1) Applications tabled where such is the result of the applicant's request, error, or failure to appear or be represented, the applicant shall remit one-half (½) the original required application fee for the purpose of rehearing the applicant's request.

(2) Applications tabled by the planning and zoning board or the board of adjustment due to no fault of the applicant, no fee shall be required.

***** Any property owner who is proposing to develop or redevelop a residential, commercial or industrial project may request a waiver of all or part of the fees less legal costs. Qualifying residential projects shall be limited to the development or redevelopment of residential subdivisions. Such request shall be in writing and submitted to the city manager or designee prior to the issuance of any approval. In consideration of the waiver of such fees the developer must agree to provide a project which exceeds the minimum requirements provided within the city's zoning code, including, but not limited to setbacks, landscaping, and visual screening, and provide structures with enhanced architectural facades and treatments. Such agreements shall be outlined in a development agreement between the developer and the City of Cocoa. Each request for waiver and corresponding development agreement shall not be effective until approved by the city council.

RESOLUTION NO. 2023-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA, FLORIDA, ADOPTING A REVISED FEE SCHEDULE FOR PLANNING AND ZONING RELATED APPLICATIONS; PROVIDING FOR A REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under its broad exercise of home rule powers established by section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes, the City Council of the City of Cocoa, Florida, is authorized to establish fee schedules; and

WHEREAS, the City Council also has express statutory authority to establish appropriate user charges and fees which are necessary for the conduct of municipal government, See § 166.201, Fla. Stat.; and

WHEREAS, Ordinance 13-2022 repealed the previously existing schedule of fees, charges, and expenses for planning and zoning related applications in Appendix A, Zoning, Article XX of the Zoning Ordinance of the City of Cocoa and provided that the City Council intended to adopt a fee schedule establishing planning and zoning application related fees by resolution; and

WHEREAS, the fees established by this Resolution are necessary to assist the City in defraying a portion of the costs and administrative expenses incurred by the City in the administration and enforcement of planning and zoning regulations; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa and its citizens to adopt this Resolution.

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

Section 1. Recitals. The foregoing recitals are true and correct and hereby incorporated herein as a material part of this Resolution.

Section 2. Adoption of a Fee Schedule. The Cocoa City Council hereby approves and adopts the Fee Schedule for Planning and Zoning, attached hereto as **EXHIBIT "A"** which is fully incorporated herein by this reference.

Section 3. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions or prior resolutions inconsistent with this Resolution are hereby repealed to the extent of the conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this Resolution and/or Exhibit "A" is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. <u>Effective Date.</u> This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 23rd day of May, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Exhibit A
CITY OF COCOA PLANNING AND ZONING FEE SCHEDULE

Updated May 2023

Fee Schedule

Board of Adjustment	
Special Exception	$850 + Ad fees
Variance – Single or Two-Family Residence	$250 + $100 per additional item + Ad fees
Variance – All other	$500 + $100 per additional item + Ad fees
Variance - Administrative	$100/each item
Waiver – Single or Two-Family Residence	$250 + $100 per additional item + Ad fees
Waiver – All other	$500 + $100 per additional item + Ad fees
Waiver - Administrative	$100/each item

Comprehensive Plan Amendment	
Small-Scale Map Amendment	$1550 + Ad fees
Large-Scale Map (Incl Text Amendment if applicable)	$2100 + $6/acre + Ad fees
Text Amendment Only	$850 + Ad fees
Development of Regional Impact	$2100 + $6/acre fees and costs allowed by State law + Ad fees
Development Agreement	$1550 + Ad fees
Development Agreement Modification	$775 + Ad Fees

Zoning Amendments	
Zoning Text Amendment	$1250 + Ad fees
Zoning Map Amendment (Rezoning)	$1250 +$6 per acre + $6 Per lot per du + Ad fees

Planned Unit Development	
Preliminary	$2000 + $25/lot
Final	Final subdivision plat + Zoning Map Amendment

Site Plan	
Less than one Acre and Minor Amendment for all site plans	$1500
Over one acre	$1500 + $50 for each additional acre

Subdivision	
Preliminary Plat	$2000 + $25/lot
Final Plat	$1500 + $25/lot
Recording	Actual recording fees + $50

Miscellaneous	
Sidewalk Café	$25
Dog-Friendly Dining Area	$25
Zoning Confirmation Letter	$150 + special service charges for public records requests pursuant to public records policy
Tree removal (if not part of a site plan)	$15/tree or $200/acre except that oak tree removal from the right of way is $100 per oak tree
Telecommunications Towers and Antennae	$1500
Vacation (right-of-way, easement)	$1500 + Ad Fees
Flag Lots (administrative approval)	$500
Flag Lots (P & Z Board approval)	$1250

Appeal of Board of Adjustment or Planning and Zoning Board Decision to City Council	$850 + Ad fees
Appeal of Administrative Decision to Board of Adjustment or Planning and Zoning Board	$850 + Ad fees
Pre-application Meeting	$250
Concurrent Review (Any 2 Development Orders within the same approval period)	$500
Specialist Third Party Reviews	As Needed
Voluntary Annexation	$1250 +$6 per acre + Comprehensive Plan (large or small scale) +Zoning Map Amendment + Ad Fees

***The City of Cocoa shall reserve the right to utilize a third party consultant for review of all of or a portion of any application related to the items listed in the Fee Schedule including, but not limited to, reviews requiring technical assistance on certain projects or extensive expertise in the subject matter. The applicant will be responsible for the third-party fees based on the quotation, legal fees, and a 25% administrative fee, but will not be subject to the application fees above.** An estimate of the third party consultant's fees will be provided to the applicant and paid prior to commencement of the review by the consultant. If the estimate related to the task is exceeded due to unforeseen complexity related to the review or additional reviews beyond the number of reviews detailed in the estimate necessitated by changes to the application, the applicant will be responsible for the additional costs. Pursuant to City of Cocoa Code of Ordinances Article XXI.- Schedule of Fees, Charges and Expenses. ((Ord. No. 10-84, § 1, 4-10-84; Ord. No. 56-03, § 1, 11-11-03)

* The actual costs of legal advertising and public mail notice shall be in addition to the fees listed above. (Ord. No. 56-03, § 1, 11-11-03)

* All applicable fees, charges and expenses shall be paid in full to the City prior to commencement of staff review of the application, or further public notices, petition, appeal, hearing, meeting, permit issuance, or certificate of occupancy issuance. (Ord. No. 56-03, § 1, 11-11-03)

* Application fee refunds shall be as follows for planning and zoning board or board of adjustment items:

(1) If withdrawn prior to submission of legal advertisement to the newspaper, one-half (½) the original required fee shall be returned.

(2) If withdrawn after legal advertisement and prior to public hearing, one-fourth (¼) the original fee shall be returned.

(3) If withdrawn at public hearing, there shall be no refund.

* Applications tabled by the planning and zoning board or the board of adjustment shall remit fees as follows:

(1) Applications tabled where such is the result of the applicant's request, error, or failure to appear or be represented, the applicant shall remit one-half (½) the original required application fee for the purpose of rehearing the applicant's request.

(2) Applications tabled by the planning and zoning board or the board of adjustment due to no fault of the applicant, no fee shall be required.

***** Any property owner who is proposing to develop or redevelop a residential, commercial or industrial project may request a waiver of all or part of the fees less legal costs. Qualifying residential projects shall be limited to the development or redevelopment of residential subdivisions. Such request shall be in writing and submitted to the city manager or designee prior to the issuance of any approval. In consideration of the waiver of such fees the developer must agree to provide a project which exceeds the minimum requirements provided within the city's zoning code, including, but not limited to setbacks, landscaping, and visual screening, and provide structures with enhanced architectural facades and treatments. Such agreements shall be outlined in a development agreement between the developer and the City of Cocoa. Each request for waiver and corresponding development agreement shall not be effective until approved by the city council.

Legislation Details (With Text)

File #:	23-299	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	5/4/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Approval of Ordinance No. 05-2023 amending City Manager Purchasing Approval Authority and purchasing guidelines. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 05-2023.pdf Purchasing Policy Data Analysis.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 4, 2023
Agenda Date: May 23, 2023
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of Ordinance No. 05-2023 amending City Manager Purchasing Approval Authority and purchasing guidelines.

BACKGROUND:

The City Code Article I, Sec. 2-4 (a) currently provides that the City Manager's current authorization to contract for and authorize payment for purchases in amounts not exceeding $50,000. Any purchases currently over $50,000 must be approved by City Council. Article I, Sec. 2-4 (d) states that the City Council shall annually review the spending authority of the City Manager during the budget review and adoption. The City is currently in the FY2024 budget process. The City Manager's approval authority has remained the same since 2010, despite an increasing budget and increased costs. Day-to-day operational purchases are often delayed due to the need to present an agenda item for approval at the normally held twice monthly City Council meetings. To assist with expedition of day-to-day processes, staff is requesting approval to increase the City Manger's purchasing authority to $75,000.

Staff requests approval to change the formal sealed solicitation threshold from $35,000 to $75,000 in Article I, Sec. 2-4 (a). The attached analysis demonstrates that most bids already exceed $75,000 and this change will impact only 4% of the City's annual purchases, or $1.5M. Controls exist in the Finance/Purchasing area to ensure that the City's policies and procedures are followed for all procurements, regardless of whether they meet the bid threshold. For FY 2022, 9 out of the 39 bids

were between $35,000 and the requested $75,000 bid threshold amount.

Staff requests approval to increase the City Manager's approval authority for emergency purchases from $100,000 to $200,000 in Article I, Sec. 2-4 (c). Historical evidence shows that most purchases that are made in emergency situations usually exceed $100,000, causing a delay in repairs because staff must then obtain approval from the City Council. As already included in Sec. 2-4 (c) and which will continue to be the process, the City Manager must notify the City Council of the emergency purchase by any of several methods as soon as practicable after the emergency purchase is needed.

Staff requests a change in Article I, Sec. 2-4 (c) to allow the City Manager authority to issue purchase orders and pay invoices for utility services required by the City for normal routine operations which are included in the adoption of the annual budget. These services include electric, gas, fuel, solid waste, telephone, water, sewer and stormwater services. This authority will allow the bills for these necessary services to be paid more timely.

Also included as a change to the existing ordinance is the approval for the City Manager to approve written operation procedures related to purchasing and contract policies, and financial policies and procedures as deemed necessary. However, nothing herein shall limit the council's authority to also establish detailed financial policies and procedures by ordinance or resolution. Any financial policies and procedures adopted by City Council that conflict with those adopted by the City Manager will prevail.

Staff has prepared an analysis of the impact of these changes attached to this agenda item.

Staff is also working on updating the City's purchasing policies that will be presented to the City Council in the near future.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness: Maintain the City's long-term fiscal sustainability.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Article I, Sec 2-4 was amended through Ordinance No. 26-2019, which established local preference.
Article I, Sec 2-4 was amended through Ordinance No. 17-2016 which changed the bid threshold from $25,000 to $35,000.

RECOMMENDED MOTION:

Approval of Ordinance No. 05-2023 amending City Manager Purchasing Approval Authority and purchasing guidelines.

ORDINANCE NO. 05 **-2023**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-4 OF THE CITY CODE RELATED TO PURCHASING AND CONTRACT PROCEDURES; AMENDING SECTION 2-78 RELATED TO FINANCIAL POLICIES AND PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, pursuant to Article XIII of the City Charter, the City Council has the authority to establish purchasing and contract procedures for the City consistent with law; and

WHEREAS, the City Council desires to update and clarify existing purchasing and contract procedures and the City Manager's responsibilities to adopt financial policies and procedures as set forth in the City Code; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Sec. 2-4 Code Amendment.** Section 2-4, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (~~strikeout~~ type indicates deletions from the City Code and underlined type indicates additions):

Sec. 2-4. Purchasing and contract procedures.

(a) The city manager shall be responsible for city purchasing. Competitive prices for all purchases and public improvements shall be obtained through formal or informal solicitation methods and the purchase made from, or the contract awarded to, the lowest and best bidder or respondent unless otherwise required herein, by city purchasing policies adopted by the city

council by resolution, or by law. The city manager shall have the authority to contract for and authorize payment for purchases in amounts not exceeding ~~fifty~~ seventy-five thousand dollars ($75~~0~~,000.00). All purchases or contracts in excess of seventy-five ~~fifty~~ thousand dollars ($75~~0~~,000.00) must be approved by the city council unless otherwise provided in this section. Formal solicitations ~~sealed bids~~ shall be obtained in all transactions involving the expenditures of ~~thirty-five~~ seventy-five thousand dollars ($~~3~~75,000.00), or more. Formal ~~sealed bids~~ solicitations over ~~fifty~~ seventy-five thousand dollars ($75~~0~~,000.00) will be submitted to and subject to the approval~~ed~~ by the council; provided, that in cases where the council indicates by formal resolution upon the written recommendation of the city manager that it is clearly to the advantage of the city to contract without competitive solicitation ~~bidding~~, it may so authorize. Detailed purchasing and contract policies ~~procedure~~ may be established by ordinance or resolution, and such policies may be supplemented by written operational procedures approved by the city manager. The council, or city manager in accordance with the authority granted herein, may also authorize the making of public improvements or the performing of any other civil work by any city department or agency without competitive solicitation ~~bidding~~.

(b) With respect to construction projects or other projects approved by the city council, the city council may, by resolution, supplement the city manager's spending authority in excess of the limits set forth in subsection (a). However, the supplemental spending authority shall not exceed the unexpended final construction or project budget for the project (including any contingency ~~fund~~ amount) approved by the city council at the time the city council approves the primary construction or project contract or as amended by the city council. The resolution shall authorize the city manager to approve change orders to the primary construction or project contract and any additional service contracts related to the completion of the project, provided such approvals are within the supplemental spending authority approved by the city council. Any additional services authorized by the city manager may be provided by the primary contractor or some other qualified contractor and shall include, but not be limited to, any services required to address circumstances that were not foreseen at the time the primary construction or project contract was approved by the city council. Any change orders or additional service contracts shall comply with the city's purchasing requirements. The city manager shall provide notice to the city council of any such approved change orders and additional service contracts approved pursuant to any resolution adopted pursuant to this subsection. Notice to the city council shall be in the form of an agenda item at the next scheduled city council meeting or as soon as practicable thereafter.

(c) Notwithstanding subsections (a) or (b), in the case of a bona fide emergency, the city manager shall have the authority to contract for and authorize payment for purchases in amounts not exceeding ~~one~~ two hundred thousand dollars ($~~1~~200,000.00). In such case, the city manager shall notify the city council of the emergency purchase by telephone, electronic message (e-mail), or in person as soon as practicable. In addition, the city manager shall have the authority without further approval of the council to issue purchase orders and pay invoices related to utility services required by the city for normal routine operations up to the amount budgeted and appropriated

by the city council in the city's annual budget including, but not limited to, electric, gas, fuel, solid waste, telephone, water, sewer and stormwater services.

(d) The city council shall annually review the spending authority of the city manager set forth herein during the budget review and adoption process, or as frequently as council deems necessary.

(e) In the letting of contracts for procurement of materials, supplies, equipment or services, the city shall give a preference to local businesses in the following manner:

(1) The city shall give a preference to local businesses located within Brevard County in an amount not to exceed five percent of the total bid price submitted by the local business. If the lowest bidder is not a Brevard County-based business and a local business has submitted a bid within five percent of the lowest bid, the local business bidder with the lowest bid within five percent shall be deemed the lowest bid upon written notice by the city, provided the local business responds in writing to the written notice by affirmatively agreeing to match the bid of the lowest bidder. Said written response agreeing to match the lowest bid must be delivered to the city no later than two business days from the date that the city delivered the written notice. If the local business refuses to match the lowest bid or fails to timely respond to the city's written notice, the local business' bid shall not be adjusted.

(2) A business is considered a local business for purposes of this section if it has a permanent, physical business address located within the city or Brevard County limits, and such location is evidenced by a local business tax receipt that has been issued for at least six months prior to the date that the bid was submitted to the city. A post office box shall not be considered a physical business address. Local businesses must provide documentation of their status at the time of bid submittal.

(3) The local preference policy shall not apply to the following purchases or contracts:
(i) Contracts or purchases in excess of $1,000,000.00.
(ii) Contracts for professional services, including those awarded under the Consultant's Competitive Negotiation Act (F.S. § 287.055).
(iii) Purchases or contracts which are funded, in whole or in part, by a governmental entity whose laws or regulations governing such funding prohibit application of a local vendor preference.
(iv) State or federal law prohibits the use of local preferences.
(v) Goods or services provided pursuant to a cooperative purchasing agreement.
(vi) When the city has waived competitive bidding requirements.
(vii) Purchases made or contracts let under emergency situations.

(viii) Purchases or contracts let under a bid or request for proposal which the city has expressly waived, in the invitation to bid or request for proposal, the requirements of this local preference policy.
(ix) The city has deemed the business unqualified to perform the work.
(x) The city rejects all bids or proposals.
(xi) All the bids exceed the city's budgeted amount for the project.

(4) The local preference requirements of this section do not prohibit the city from comparing the quality of materials proposed for purchase or prohibit the city from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The city reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

(5) The city manager will provide an annual report to the city council in January summarizing the previous year's use of the local preference to award city contracts.

Section 3. Code Amendment. Section 2-78, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (strikeout type indicates deletions from the City Code and underlined type indicates additions):

Sec. 2-78. - Financial policies and procedures.

The city manager shall be responsible for adopting ~~D~~ detailed financial policies and procedures as deemed necessary. However, nothing herein shall limit the council's authority to also establish detailed financial policies and procedures by ordinance or resolution if deemed necessary by council. Financial policies and procedures adopted by the city council shall prevail over any conflicting policies and procedures adopted by the city manager.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Incorporation Into Code. This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

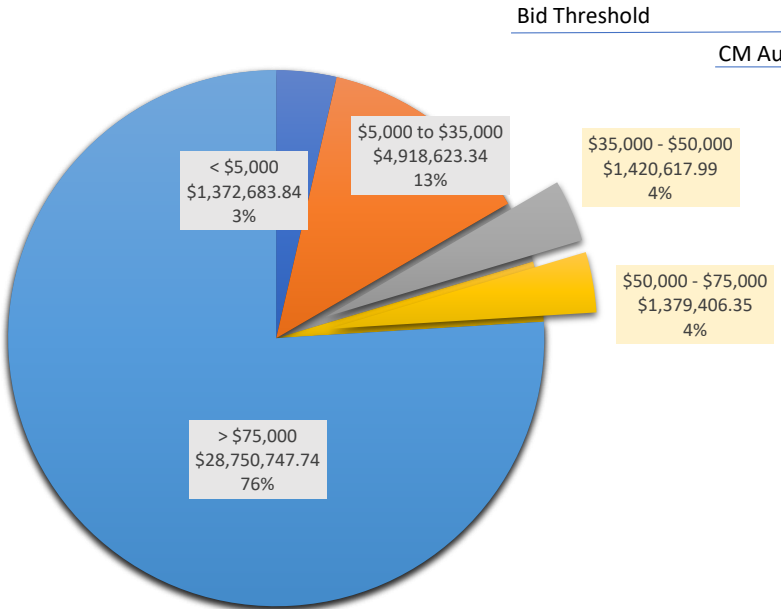
_____

Carie Shealy, City Clerk

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

Purchase Orders by Fiscal Year

Fiscal Year	< $5,000	$5,000 to $35,000	$35,000 - $50,000	$50,000 - $75,000	> $75,000	Total
2019	$1,467,699.04	$4,848,329.30	$1,683,127.40	$1,583,383.46	$24,456,436.29	$ 34,038,975.49
2020	$1,624,942.22	$5,512,299.20	$1,256,586.05	$1,632,800.87	$39,148,314.05	$ 49,174,942.39
2021	$1,449,972.38	$4,977,895.30	$1,341,922.29	$1,094,166.22	$23,325,689.28	$ 32,189,645.47
2022	$1,346,238.53	$5,356,342.94	$1,567,279.84	$1,459,305.34	$27,962,169.96	$ 37,691,336.61
2023	$974,567.01	$3,898,249.96	$1,254,174.37	$1,127,375.84	$28,861,129.10	$ 36,115,496.28
Average	$1,372,683.84	$4,918,623.34	$1,420,617.99	$1,379,406.35	$28,750,747.74	$ 37,842,079.25
% of Total	4%	13%	4%	4%	76%	



1 Bid Threshold increase represents a total of 7.4% of total spend or $2.8M annually

2 CM Authorization increase represents a total of 3.6% of total spend or $1.4M annually

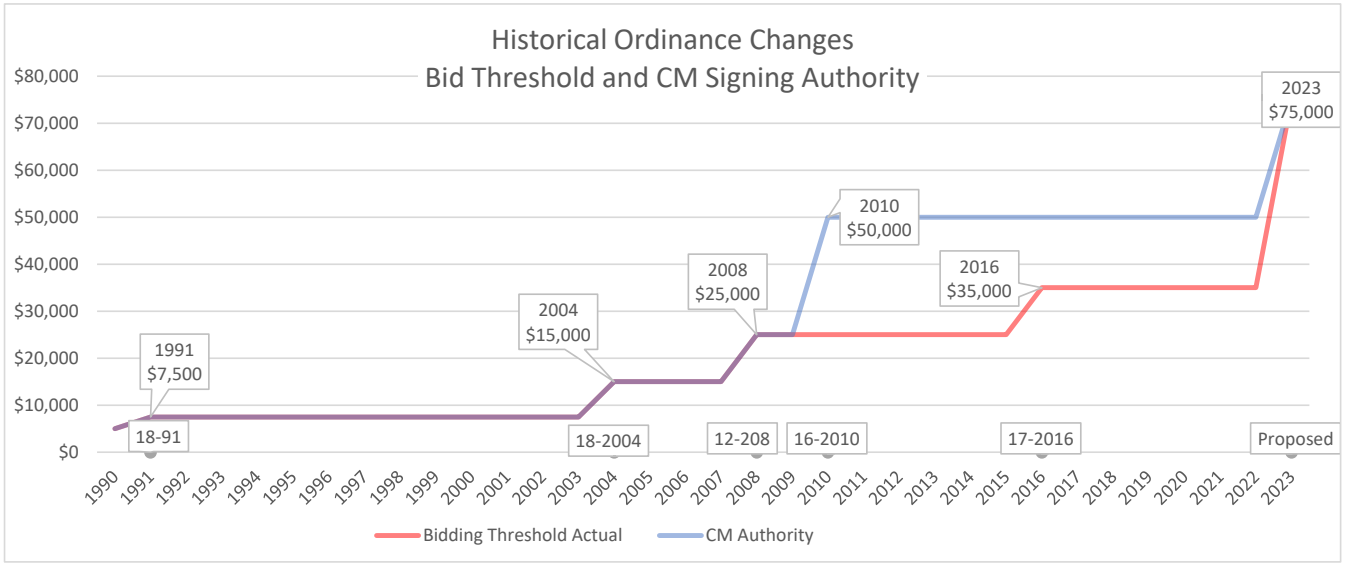
of Transactions

Fiscal Year	< $5,000	$5,000 to $35,000	$35,000 - $75,000	> $75,000	Total
2019	1259	360	67	74	1,760
2020	1256	386	55	73	1,770
2021	959	343	49	73	1,424
2022	898	385	61	77	1,421
2023	593	263	46	68	970
Average	993	347	56	73	1,469

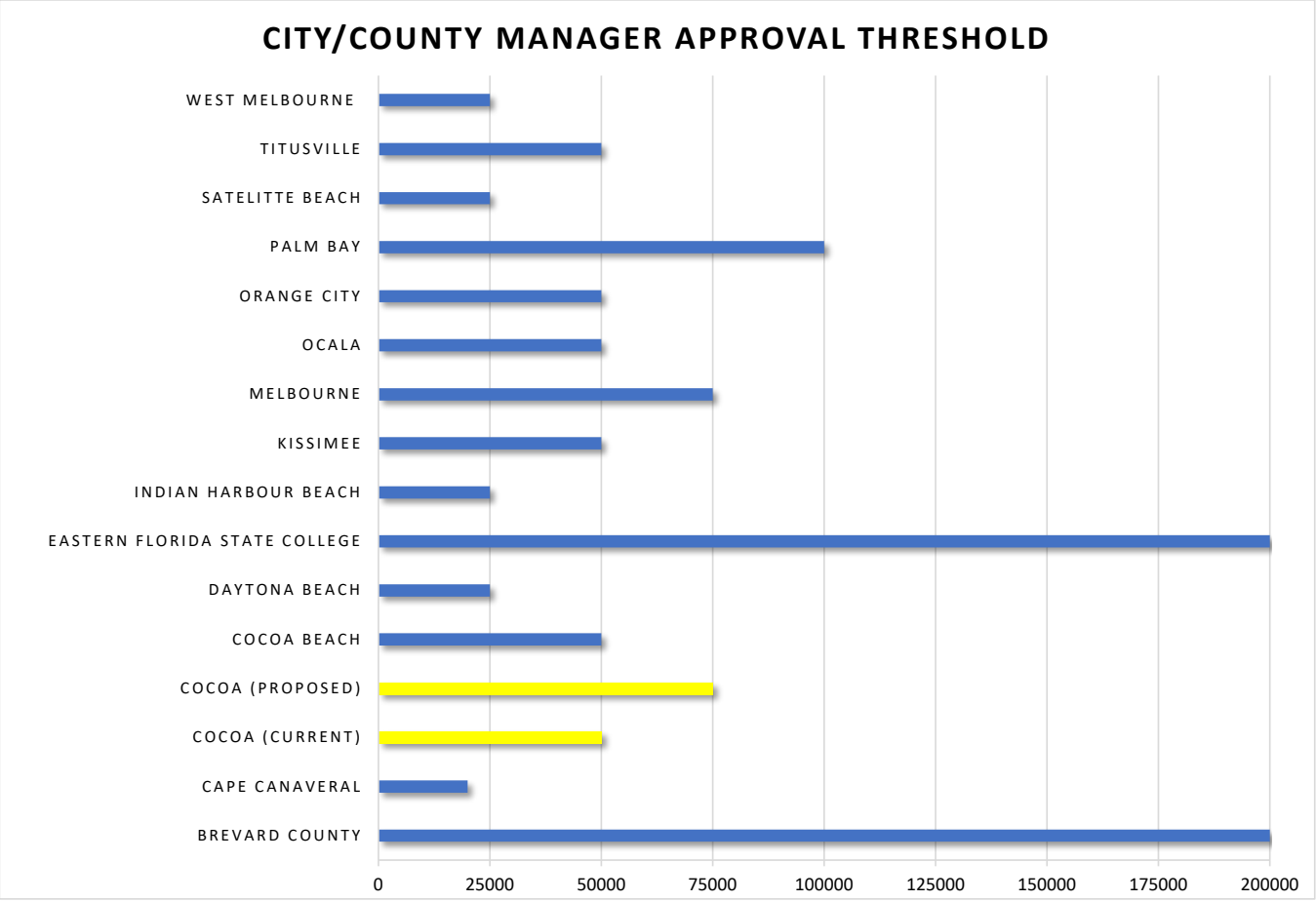
Transactions (% of Total)

Fiscal Year	< $5,000	$5,000 to $35,000	$35,000 - $75,000	> $75,000
2019	72%	20%	4%	4%
2020	71%	22%	3%	4%
2021	67%	24%	3%	5%
2022	63%	27%	4%	5%
2023	61%	27%	5%	7%
Average	67%	24%	4%	5%

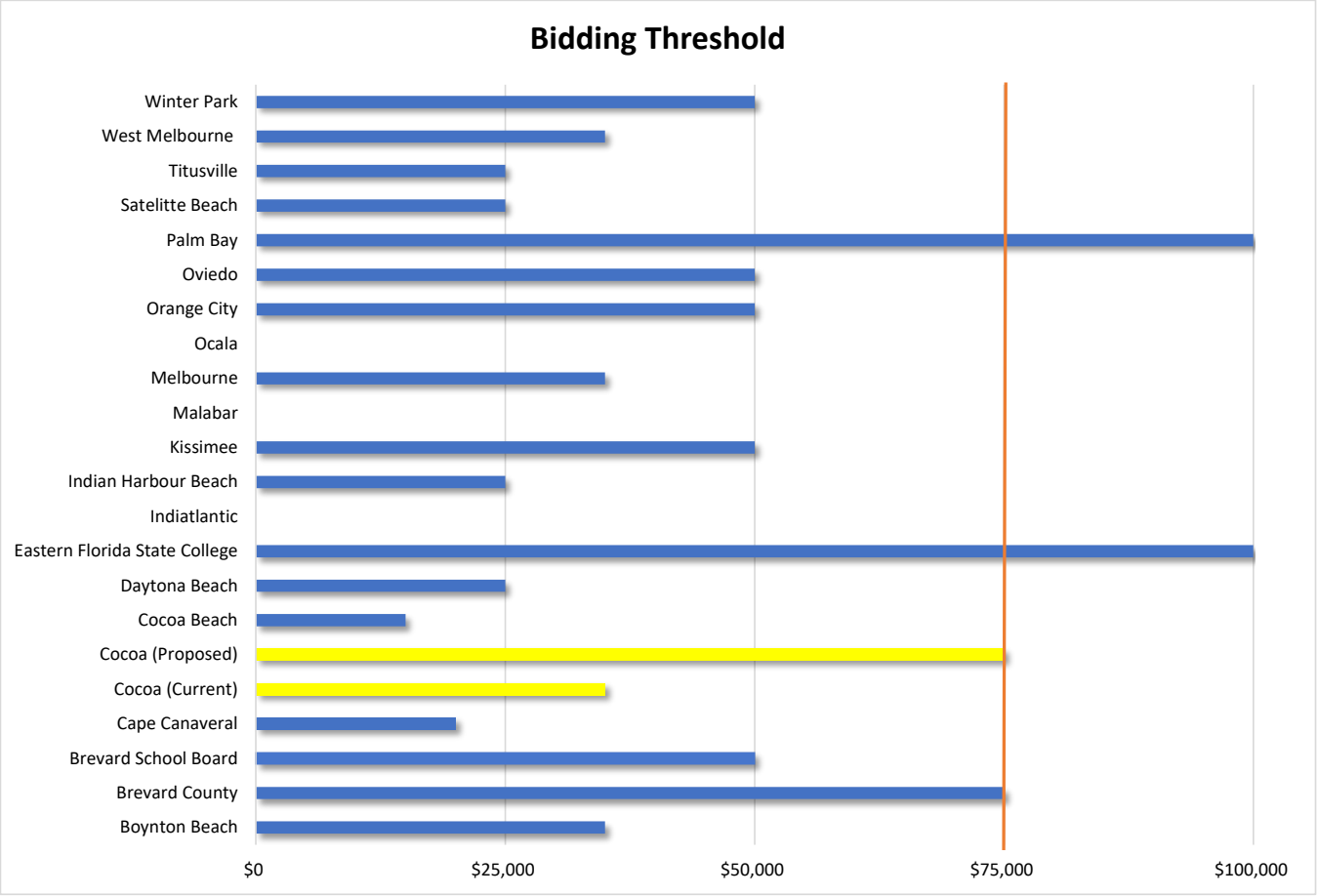
Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov



Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
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Purchasing
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Legislation Details (With Text)

File #:	23-294	**Version:**	1	**Name:**	April, 2023 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/3/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 4/30/2023. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.22 thru 4.30.23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	May 03, 2023
Agenda Date:	May 23, 2023
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 4/30/2023**.**

BACKGROUND:

The following reports for the period October 01, 2022, through April 30, 2023, 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.

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Purchase Order Approvals 10-01-22 thru 4-30-23

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 36

	POs	Change Orders	Total
City Manager =	22	5	27
City of Cocoa CRA Board =	0	1	1
City Council =	8	0	8

Purchase Order Approvals 10-01-22 thru 4-30-23
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
80031	10/7/2022	Insource Software Solutions	$ 38,348.52	10/7/2022	Stockton Whitten
80034	10/7/2022	MCCI, LLC	$ 38,504.50	10/7/2022	Stockton Whitten
80052	10/7/2022	Brev Cty Emergency Management	$ 46,200.00	10/7/2022	Stockton Whitten
80213	10/24/2022	Hach Company	$ 35,404.00	10/24/2022	Stockton Whitten
80223	10/24/2022	ESRI Inc	$ 50,000.00	10/24/2022	Stockton Whitten
80271	11/1/2022	Empire Computing & Consulting	$ 43,813.25	10/31/2022	Stockton Whitten
80272	11/1/2022	IM Solutions, Inc	$ 41,517.68	10/31/2022	Stockton Whitten
80295	11/1/2022	Hach Company	$ 47,582.64	10/31/2022	Stockton Whitten
80359	11/16/2022	Enterprise FM Trust	$ 43,868.00	11/15/2022	Stockton Whitten
80360	11/16/2022	Alan Jay Cheverolet Buick GMC	$ 42,296.00	11/15/2022	Stockton Whitten
80426	12/7/2022	Beemats LLC	$ 50,000.00	12/6/2022	Stockton Whitten
80427	12/4/2022	Barney's Pumps Inc.	$ 40,900.00	12/6/2022	Stockton Whitten
80450	12/9/2022	Thompson Pump & MFG Co. Inc.	$ 49,349.00	12/9/2022	Stockton Whitten
80482	12/20/2022	Polydne Inc.	$ 49,000.00	12/20/2022	Stockton Whitten
80483	12/20/2022	TomCo2 Equipment Co.	$ 37,164.90	12/20/2022	Stockton Whitten
80484	12/20/2022	In Depth, Inc.	$ 46,900.00	12/20/2022	Stockton Whitten
80513	12/28/2022	Stewarts Electric Motor Works	$ 37,000.00	12/22/2022	Stockton Whitten
80771	3/17/2023	Ferguson Enterprises, LLC	$ 48,375.28	3/16/2023	Stockton Whitten
80843	4/12/2023	Graybar Electric Co. Inc	$ 49,520.60	4/11/2023	Stockton Whitten
80845	4/12/2023	Stantec Consulting Services	$ 46,178.00	4/11/2023	Stockton Whitten
80846	4/12/2023	Stantec Consulting Services	$ 45,504.00	4/11/2023	Stockton Whitten
80886	4/25/2023	Crisafulli Consulting, LLC	$ 50,000.00	4/24/2023	Stockton Whitten

22 Purchase Order Approved by City Manager

Prepared by Purchasing 5/17/2023

Purchase Order Approvals 10-01-22 thru 4-30-23
$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 5/17/2023

Purchase Order Approvals 10-01-22 thru 4-30-23
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
80212	10/24/2022	Pace Analytical Services	$ 49,000.00	1/26/2021	City Council
80209	10/24/2022	Gar Waterblasting	$ 42,500.00	5/24/2022	City Council
80210	10/24/2022	Lisa Cullen Tax Collector	$ 36,960.00	4/24/2018	City Council
80211	10/24/2022	J & M Materials of Riverview	$ 40,000.00	10/27/2020	City Council
80220	10/24/2022	CrowderGulf Joint Venture, Inc	$ 50,000.00	10/11/2022	City Council
80221	10/24/2022	Thompson Consulting Services	$ 50,000.00	10/11/2022	City Council
80224	10/24/2022	FPL	$ 40,584.00	9/13/2022	City Council
80276	11/1/2022	United Self Insured Services	$ 50,000.00	8/22/2017	City Council

8 Purchase Orders Approved by City Council

Prepared by Purchasing 5/17/2023

Change Orders Approvals
Revised PO increased to $35,000 to $50,000

PO #	PO Date	Vendor	PO Amount	Change Date	By Whom
078979	12/1/2021	GARGANESE, WEISS, D'AGRESTA &	$ 50,000.00	3/8/2023	Stockton Whitten
080041	10/7/2022	ALLIANCE FOR NEIGHBORHOOD	$ 35,000.00	1/18/2023	CRA Board
080271	11/1/2022	EMPIRE COMPUTING & CONSULTING,	$ 43,813.25	1/24/2023	Stockton Whitten
080386	11/28/2022	SHERWIN WILLIAMS COCOA	$ 35,000.00	4/12/2023	Stockton Whitten
080410	12/6/2022	PDCS, LLC	$ 35,000.00	2/3/2023	Stockton Whitten
080718	3/6/2023	BENNETT FIRE PRODUCTS CO., INC	$ 49,568.00	4/25/2023	Stockton Whitten

		1	Change Orders Approved by the CRA Board
0	Change Orders Approved by City Council	5	Change Orders Approved by The City Manger

Prepared by Purchasing 5/17/2023

Legislation Details (With Text)

File #:	23-318	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/15/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	FY 2023 April Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2023 REVENUE Budget Tracking Worksheet-2023-04.pdf FY 2023 EXPENSE Budget Tracking Worksheet-2023-04.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 15, 2023
Agenda Date: May 23, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
FY 2023 April 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 2023 thru April 30, 2023.

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:

Informational Item Only

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FY 2023 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/11/23	001-0000-334.70-11	150,500	HISTORIC GRANT ACCEPTANCE RESO # 2023-034		2679
	001-0000-389.99-50	150,500	HISTORIC PRES GRANT MATCH RESO # 2023-034		2679
04/25/23	001-0000-366.10-16	17,021	EBIKE FH SUBS DONATION RESO # 2023-038		2888
	001-0000-369.90-00	95,000	FIRE INSP SRV PDCS RESO # 2023-043		2883
	001-0000-389.99-50	1,072	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	001-0000-389.99-50	111,235			
	001-0000-389.99-50	232,448			
5	Budget Amendments/Transfers		Division 0000 Total	$757,776	
	5 Total Budget Amendments/Transfers		**GENERAL FUND**	**$757,776**	
04/17/23	111-0000-338.00-00	(8,615)	TIF REVENUE REDUCED RESO # 2023-241		2794
	111-0000-338.00-00	(1,077)			
1	Budget Amendments/Transfers		Division 0000 Total	($9,692)	
	1 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**($9,692)**	
04/11/23	421-0000-369.96-00	61,890	INSUR CLAIM CLARIFIER REV RESO # 2023-033		2680
04/25/23	421-0000-389.99-50	8,400	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	421-0000-389.99-50	23,818			
	421-0000-389.99-50	52,510			
2	Budget Amendments/Transfers		Division 0000 Total	$146,618	
	2 Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$146,618**	
04/25/23	424-0000-381.91-21	2,829,818	MERGE IRP PROJECTS RESO # 2023-037		2885
1	Budget Amendments/Transfers		Division 0000 Total	$2,829,818	
	1 Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$2,829,818**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
9	**Transfers & Amendments between 4/1/2023 and 4/30/2023**			
			FY 2023 TOTAL TRANSFERS & AMENDMENTS	**3,724,520**

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 2023 - Budget Tracking Worksheets\FY 2023 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Date: 5/15/2023

FY 2023 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
04/19/23	001-1000-511.48-00	(4,000)	FND POSTAGE PERMITS YE MARCH CLEANUP		2796
	001-1000-511.42-00	4,000			
1 Budget Amendments/Transfers			Division 1000 Total	$0	
1601 - EMERGENCY/DISASTER SVS					
04/25/23	001-1601-525.23-00	10	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	001-1601-525.24-00	23			
	001-1601-525.22-00	109			
	001-1601-525.24-00	167			
	001-1601-525.23-00	281			
	001-1601-525.22-03	315			
	001-1601-525.42-00	375			
	001-1601-525.22-00	378			
	001-1601-525.22-01	517			
	001-1601-525.52-00	1,612			
	001-1601-525.24-00	3,894			
	001-1601-525.12-00	5,515			
	001-1601-525.22-00	6,854			
	001-1601-525.21-00	7,714			
	001-1601-525.46-02	7,969			
	001-1601-525.49-00	8,150			
	001-1601-525.49-00	8,400			
	001-1601-525.31-00	9,680			
	001-1601-525.14-00	13,770			
	001-1601-525.46-02	13,984			
	001-1601-525.22-01	20,925			
	001-1601-525.34-00	21,787			
	001-1601-525.46-00	50,000			
	001-1601-525.12-00	79,802			
	001-1601-525.46-00	82,524			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 1601 Total	$344,755	
1905 - ECONOMIC DEVELOPMENT					
04/19/23	001-1905-559.27-00	(152)	CORR RESTRUCTURE PR MARCH CLEANUP		2796
	001-1905-515.27-00	152			
1	Budget Amendments/Transfers		Division 1905 Total	$0	
2100 - POLICE ADMIN/OPERATIONS					
04/25/23	001-2100-521.52-36	17,021	EBIKE FH SUBS DONATION RESO # 2023-038		2888
	001-2100-521.52-00	(23,676)	FND SWAT VAN DES/FAB RESO # 2023-040		2889
	001-2100-521.52-30	(20,000)			
	001-2100-521.46-02	(5,000)			
	001-2100-521.64-00	62,976			
2	Budget Amendments/Transfers		Division 2100 Total	$31,321	
2101 - POLICE COMMUNICATIONS					
04/25/23	001-2101-521.46-00	(5,662)	FND SWAT VAN DES/FAB RESO # 2023-040		2889
	001-2101-521.34-00	(4,830)			
1	Budget Amendments/Transfers		Division 2101 Total	($10,492)	
2132 - CODE ENFORCEMENT					
04/25/23	001-2132-524.31-01	(1,500)	FND SWAT VAN DES/FAB RESO # 2023-040		2889
	001-2132-524.45-00	(1,000)			
	001-2132-524.49-00	(755)			
	001-2132-524.46-03	(553)			
1	Budget Amendments/Transfers		Division 2132 Total	($3,808)	
2200 - FIRE ADMINISTRATION					
04/19/23	001-2200-522.52-00	(500)	FND BUSINESS CARDS MARCH CLEANUP		2796
	001-2200-522.47-00	500			
04/25/23	001-2200-522.34-00	95,000	FIRE INSP SRV PDCS RESO # 2023-043		2883
2	Budget Amendments/Transfers		Division 2200 Total	$95,000	
3200 - ADMINISTRATION					
04/11/23	001-3200-515.31-16	12,081	H.T. MOORE ARCHITECTUAL RESO # 2023-034		2679
	001-3200-515.46-00	288,919	H.T. MOORE R&M RESO # 2023-034		2679
04/19/23	001-3200-515.52-30	(643)	FND NEG ACCT BALANCE MARCH CLEANUP		2796
	001-3200-515.49-00	143			
	001-3200-515.34-00	500			
3	Budget Amendments/Transfers		Division 3200 Total	$301,000	
3510 - STREET MANAGEMENT					
04/19/23	001-3510-541.46-00	(100)	FND PO# 80465 INV# 009 MARCH CLEANUP		2796
	001-3510-541.31-00	100			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Budget Amendments/Transfers			Division 3510 Total	$0	
3520 - PARKS & BEAUTIFICATION					
04/19/23	001-3520-572.46-00	(2,000)	FND PRESSURE WASHING MARCH CLEANUP		2796
	001-3520-572.34-00	500			
	001-3520-572.49-00	1,500			
1 Budget Amendments/Transfers			Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
04/19/23	001-3540-519.64-00	(350)	FND TRANSMISSION JACK MARCH CLEANUP		2796
	001-3540-519.64-00	350			
1 Budget Amendments/Transfers			Division 3540 Total	$0	
3560 - FACILITY MANAGEMENT					
04/25/23	001-3560-519.34-00	(5,000)	FND CITY HALL HVAC` RESO # 2023-035		2884
	001-3560-519.64-00	5,000			
1 Budget Amendments/Transfers			Division 3560 Total	$0	
16 Total Budget Amendments/Transfers			**GENERAL FUND**	**$757,776**	
3200 - ADMINISTRATION					
04/19/23	107-3200-524.47-00	(475)	FND NEG ACCT BAL MARCH CLEANUP		2796
	107-3200-524.54-00	(346)			
	107-3200-524.49-00	119			
	107-3200-524.56-15	327			
	107-3200-524.52-00	375			
1 Budget Amendments/Transfers			Division 3200 Total	$0	
1 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$0**	
3240 - HOUSING GRANTS					
04/19/23	108-3240-517.71-00	(26,000)	FND SEC 108 LOAN INTEREST INTEREST HAS INCREASED		2795
	108-3240-517.72-00	26,000			
1 Budget Amendments/Transfers			Division 3240 Total	$0	
1 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
04/17/23	111-3230-559.39-00	(9,692)	TIF REVENUE REDUCED RESO # 2023-241		2794
1 Budget Amendments/Transfers			Division 3230 Total	($9,692)	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**($9,692)**	
4010 - WATER ADMINISTRATION					
04/25/23	421-4010-581.91-24	2,829,818	MERGE IRP PROJECTS RESO # 2023-037		2885
1 Budget Amendments/Transfers			Division 4010 Total	$2,829,818	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4011 - EMERGENCY/DISASTER SVS					
04/25/23	421-4011-525.23-00	89	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	421-4011-525.42-00	375			
	421-4011-525.24-00	1,167			
	421-4011-525.21-00	3,540			
	421-4011-525.22-00	5,551			
	421-4011-525.49-00	8,150			
	421-4011-525.49-00	8,400			
	421-4011-525.46-00	15,293			
	421-4011-525.12-00	42,163			
1 Budget Amendments/Transfers			Division 4011 Total	$84,728	
4020 - DYAL PLANT					
04/19/23	421-4020-536.46-02	(35,000)	FND RENATALS-LIFT/POND CL MARCH CLEANUP		2796
	421-4020-536.44-00	35,000			
	421-4020-536.64-00	24,593	PRJ TRX - NEW WELDER MARCH CLEANUP		2796
	421-4020-536.64-00	(24,593)	PRJ TRX - SKID STEER LDR MARCH CLEANUP		2796
3 Budget Amendments/Transfers			Division 4020 Total	$0	
4120 - WATER RECLAMATION					
04/11/23	421-4120-536.46-00	61,890	INSURANCE CLAIM BUDGET RESO # 2023-033		2680
04/25/23	421-4120-536.63-00	(2,829,818)	MERGE IRP PROJECTS RESO # 2023-037		2885
2 Budget Amendments/Transfers			Division 4120 Total	($2,767,928)	
4125 - SEWER FIELD OPERATIONS					
04/19/23	421-4125-536.53-00	(3,232)	FND REPLACEMENT LAPTOP MARCH CLEANUP		2796
	421-4125-536.56-15	3,232			
1 Budget Amendments/Transfers			Division 4125 Total	$0	
8 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$146,618**	
3570 - STORMWATER UTILITY					
04/19/23	423-3570-538.46-00	(2,500)	FND ADDTL SAMSARA MARCH CLEANUP		2796
	423-3570-538.56-15	2,500			
	423-3570-538.31-00	(13,250)	FND MNT FLOATING WETLAND MARCH CLEANUP		2796
	423-3570-538.34-00	13,250			
2 Budget Amendments/Transfers			Division 3570 Total	$0	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$0**	
4020 - DYAL PLANT					
04/03/23	424-4020-536.63-00	171,534	CORR SCRIVENERS ERROR RESO # 2023-021		2517
1 Budget Amendments/Transfers			Division 4020 Total	$171,534	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4055 - ENGINEERING					
04/03/23	424-4055-536.63-00	(171,534)	CORR SCRIVENERS ERROR RESO # 2023-021		2517
04/19/23	424-4055-536.63-06	(6,567)	USE PRJ CON RESO 2021-124 MARCH CLEANUP		2796
	424-4055-536.63-00	6,567			
04/25/23	424-4055-536.63-00	300,000	MERGE IRP PROJECTS RESO # 2023-037		2885
	424-4055-536.63-00	2,829,818			
3	Budget Amendments/Transfers		Division 4055 Total	$2,958,284	
4120 - WATER RECLAMATION					
04/25/23	424-4120-536.63-00	(300,000)	MERGE IRP PROJECTS RESO # 2023-037		2885
1	Budget Amendments/Transfers		Division 4120 Total	($300,000)	
5	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$2,829,818**	
4700 - DEBT SERVICE					
04/11/23	425-4700-591.72-12	(1,963)	CORRECT ACTIVITY CODE SCRIVENERS ERROR		2661
	425-4700-517.72-12	1,963			
1	Budget Amendments/Transfers		Division 4700 Total	$0	
1	Total Budget Amendments/Transfers		**W/S RESTRICTED ASSETS**	**$0**	

35 Transfers & Amendments between 4/1/2023 and 4/30/2023

FY 2023 TOTAL TRANSFERS & AMENDMENTS **3,724,520**

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 2023 - Budget Tracking Worksheets\FY 2023 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Legislation Details (With Text)

File #:	23-319	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/15/2023			**In control:**	City Council
On agenda:	5/23/2023			**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:	Change Order Authorizations Agenda 4-30-23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 15, 2023
Agenda Date: May 23, 2023
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, 2023. 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.

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FY2023 Change Orders - CM authorized to execute

applied to contingency

as of: 04/30/2023

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
PW23HV - City Hall HAVC													
Op. Rev.		60,279.00	4/25/2023 Total approved	2023-036									
Project Manager: Frank Marabito		5,000.00											
account #	001-3560-519.64-00	55,279.00					Cumulative		FY22 cum	FY23 cum			
				FY2023									
		5,000											
PW23PE - Cocoa Village Playhouse Elevator													
Op. Rev.		74,143.00	Total approved	2023-025									
Project Manager: Frank Marabito		7,060.00	contingency and other costs authorized										
account #	001-3560-519.62-00	67,083.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Sapphire Elevator			FY2023	46176	67,083.00				$ 67,083.00			
	PO # 80805	**7,060**											
WS23DF - Filter #3 IMS Cap & Media Replacement													
Op. Rev.		466,533.37	Total approved	2023-020									
Project Manager:		42,413.00	contingency and other costs authorized										
account #	424-4020-536.63-00	424,120.37	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Elenis Contracting			FY2023	46212	424,120.00				$ 424,120.00			
	PO # 80847	**42,413**											
PW23PF - Cocoa Village Playhouse Fire Alarm Panel													
Op. Rev.		123,602.00	Total approved	2023-029									
Project Manager: Frank Marabito		10,000.00	contingency and other costs authorized										
account #	001-3560-519.64-00	113,602.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Integrated Fire			FY2023	46235	113,602.45							
	PO # 80892	**10,000**											
WS21VP - Viera Pump Station													
Op. Rev.		917,070.00	Total approved	2023-015									
Project Mana	David Veloza	83,370.00	contingency and other costs authorized										
account #	424-4055-536.63-00	833,700.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	L7 Construction			FY2023	46161	833,700.00				$ 833,700.00			
	PO#: 80814	**83,370**											
Caterpillar Generator Service													
Op. Rev.		90,000.00	Total approved	2023-10									
Project Manager:		20,000.00	contingency and other costs authorized										
account #	421-4020-536.34-00	70,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Ring Power-Orlando			FY2023	45941	70,000.00				$ 70,000.00			
	PO #: 80647	**20,000**											
ES23NC - Hurricane Nicole													
Op. Rev.		98,400.00		2022-130									
Project Manager: Frank Marabito		16,400.00	contingency and other costs authorized										
account # :	001-1601-525.46-00	82,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	TSI Disaster Inc			FY2023	45793	82,000.00	$ 82,000.00			$ 82,000.00	$ 28,800.00		
	PO #: 80526	**16,400**											
WS21BL - Wewa Sodium Hypo Tank													
Op. Rev.		439,976.00		2022-133									
Project Manager: Sean McFarland		39,998.00	contingency and other costs authorized										
account #	424-4020-536.64-00	399,978.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Odyssey Manufacturing, Co.			FY2023	45802	399,978.00				$ 399,978.00			
	PO # 80495	**39,998**											
WS21SC - Sea Ray Bridger Drive Water Main Relocation													
Op. Rev.		4,839,475.89		2022-134									
Project Manager: John Perrin		439,952.35	contingency and other costs authorized										
account #	424-4055-536.63-00	4,399,523.54	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,523.54	$ 4,399,523.54			$ 4,399,523.54	$ 390,587.94		
	PO # 80537												

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
		439,952											
SW08PL - CIPP													
Op. Rev.		175,248.00		2022-117									
Project Mana	Bryant Smith	290.75	contingency and other costs authorized										
account #	423-3570-538.63-00	159,709.25	exp authorized before contingency				Cumulative	FY21 Cum	FY22 cum	FY23 cum			
				FY2023	45292	159,709.25	$ 159,709.25			$ 159,709.25	$ 159,144.00		
	Inliner Solutions PO # 80264			CO #1	45762	15,248.00	$ 15,248.00			$ 15,248.00			
		291											
WS17FC - PLC Upgrade Belt Filter													
Op. Rev.		164,105.00		22-084									
Project Manager:		21,405.00	contingency and other costs authorized										
account #	421-4020-536.63-00	142,700.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	CC Control Corp			FY2022	45427	142,700.00	$ 142,700.00		$ 142,700.00	$ 127,000.00	$ 15,700.00	$ -	
	PO# 80167												
		21,405											
WS22AR	Rexa Limitorque Actuator												
Op. Rev.		54,723.00		2022-047									
Project Manager:		4,975.00	contingency and other costs authorized										
account #	421-4020-536.64-00	49,748.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Pro Co			FY2023	46197	34,411.25	$ 49,748.00		$ 49,748.00			$ -	
	PO# 80799												
		4,975											
PW00CC	HVAC Civic Center												
Op. Rev.		110,895.00		2022-028									
Project Manager:		30,800.00	contingency and other costs authorized										
account #	001-3560-519.64-00	80,095.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Cortez Heating & Air			FY2022	44558	80,095.00	$ 100,890.00		$ 100,890.00				
	PO# 79572			C/O # 1	44656	20,795.00							
		10,005											
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement												
Op. Rev.		289,131.70	3/22/2022	2022-025									
Project Manager:		26,284.70	contingency and other costs authorized										
account #	303-3570-538.63-08	262,847.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	424-4055-536.63-08												
	Tiera Inc.			FY2022 - 303	44454	197,135.00 63-08	$ 262,847.00		$ 262,847.00				
	PO# 79493			FY2022-424	44454	65,712.00 63-01							
		26,285											
GR2102	Lift Station #1 Replacement												
Op. Rev.		718,638.00	12/14/2021	2021-124									
Project Manager:		65,331.00	contingency and other costs authorized										
account #	424-4055-536.63-06	653,307.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Carr & Collier			FY2022	44236	653,307.00	$ 653,307.00			$ 653,307.00	$ 436,171.77	$ 217,135.23	
	PO # 079254												
		65,331											
WS18MI	PINEDA												
Op. Rev.		12,066,069.40	11/30/2021	21-112									
Project Manager:	City of Melbourne	1,096,915.40	contingency and other costs authorized										
account #	426-4055-536.63-00	10,969,154.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	421-4055-536.63-00												
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,651,222.85	$ 10,969,154.00	$ 485,192.24	$ 196,876.61	$ 196,876.61	$ 485,192.24	$ 10,969,154.00
	WIRE			CO#1	WIRE	(399,159.24)							
				CO #2	WIRE	(86,033.00)							
				CO#3	WIRE	95,700.00							
				CO#4	WIRE	(43,588.55)							
				CO#5	WIRE	(6,950.00)							
				CO#5b	WIRE	(14,539.00)							
				CO#6	WIRE	(69,457.00)							
		572,888.61											
WS21FM - FDOT project SR 528													
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	FY21 cum	FY22 cum	FY23 cum			
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00	$ 233,100.00	$ 150,000.00	$ 79,596.96	
	Contractor PO# 77555												
		23,310											
WS1222	BNR Process Improvements												

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
Op. Rev.		2,019,049.00	2/22/2022 AND 5/23/2023	2022-018									
Project Manager:		511,048.00	contingency and other costs authorized	2022-092									
account #	424-4120-536.63-00	1,508,001.00	exp authorized before contingency	2023-xxx			Cumulative	FY21 cum	FY22 cum	FY23 cum			
	E&D Contracting Services Vendor #10461			FY2022	44517	1,508,001.00	$ 1,979,440.00		$ 1,944,049.00	$ 35,391.00	$ 803,612.18	$ 507,911.04	
	PO# 079480			C/O#1	45144	436,048.00							
				C/O#2	45887	30,015.00							
		39,609		C/O#3	46074	5,376.00							
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	FY21 cum	FY22 cum	FY23 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-->										

Legislation Details (With Text)

File #:	23-320	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/15/2023			**In control:**	City Council
On agenda:	5/23/2023			**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:	April 2023 Budget Classification Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 15, 2023
Agenda Date: May 23, 2023
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 March 2023 (FY23) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This April 2023 (FY23) report is unaudited and preliminary.

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 2023 Budget by Classification Report - Summary Listing

4/33/2023

Target for April 2023 is 58%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 12,144,570	$ -	$ 10,133,886	$ 2,010,684	83%
OTHER PERMITS AND FEES	$ 5,051,611	$ -	$ 3,869,632	$ 1,181,979	77%
INTERGOVERNMENTAL	$ 2,695,108	$ -	$ 1,240,429	$ 1,454,679	46%
CHARGES FOR SERVICES	$ 6,860,492	$ -	$ 4,372,566	$ 2,487,926	64%
FINES AND FORFEITURES	$ 15,000	$ -	$ 10,043	$ 4,957	67%
MISCELLANEOUS	$ 628,962	$ -	$ 1,234,490	$ (605,528)	196%
OTHER SOURCES (NON-REVENUE)	$ 29,571,162	$ -	$ 9,850,706	$ 19,720,456	33%
REVENUE TOTALS	**$ 56,966,905**	**$ -**	**$ 30,711,753**	**$ 26,255,152**	**54%**
EXPENSE					
SALARIES AND BENEFITS	$ 27,818,727	$ 2,968	$ 13,132,482	$ 14,683,277	47%
OPERATING EXPENDITURES	$ 20,714,904	$ 3,146,358	$ 7,115,614	$ 10,452,932	50%
CAPITAL OUTLAY	$ 5,589,653	$ 1,366,318	$ 947,789	$ 3,275,546	41%
GRANTS, AIDS AND OTHER	$ 2,843,621	$ -	$ 2,114,278	$ 729,343	74%
EXPENSE TOTALS	**$ 56,966,905**	**$ 4,515,644**	**$ 23,310,163**	**$ 29,141,098**	**49%**
REVENUE TOTALS	**$ 56,966,905**	**$ -**	**$ 30,711,753**	**$ 26,255,152**	**54%**
EXPENSE TOTALS	**$ 56,966,905**	**$ 4,515,644**	**$ 23,310,163**	**$ 29,141,098**	**49%**
	$ -	**$ (4,515,644)**	**$ 7,401,590**	**$ (2,885,946)**	

*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	154,993	368,615.66	238	7,663,606	8,059,449.44	105	8,438,570	379,120.56
20 00	DELINQUENT TAXES	1,250	3.87		8,750	1,356.42-	16	15,000	16,356.42
25 00	PENALTIES RE: TAXES	339	1,280.29	378	13,301	14,577.70	110	15,000	422.30
30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311 **	AD VALOREM	156,582	369,899.82	236	7,685,657	8,072,670.72	105	8,668,570	595,899.28
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	49,166	62,456.40	127	344,162	324,261.19	94	590,000	265,738.81
312 **	SALES USE AND FUEL TAXES	49,166	62,456.40	127	344,162	324,261.19	94	590,000	265,738.81
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	133,333	163,696.52	123	933,331	966,699.09	104	1,600,000	633,300.91
30 00	WATER-COCOA	32,083	41,829.66	130	224,581	261,763.14	117	385,000	123,236.86
40 00	GAS	5,000	7,878.49	158	35,000	25,652.82	73	60,000	34,347.18
80 00	PROPANE	2,000	2,542.48	127	14,000	16,366.19	117	24,000	7,633.81
314 **	UTILITY SERVICE TAX	172,416	215,947.15	125	1,206,912	1,270,481.24	105	2,069,000	798,518.76
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	55,833	52,468.30	94	390,831	367,953.32	94	670,000	302,046.68
315 **	COMMUNICATION SERVICE TAX	55,833	52,468.30	94	390,831	367,953.32	94	670,000	302,046.68
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	6,237	1,153.93	19	115,722	98,519.25	85	147,000	48,480.75
316 **	LOCAL BUSINESS TAX	6,237	1,153.93	19	115,722	98,519.25	85	147,000	48,480.75
310 ***	TAXES	440,234	701,925.60	159	9,743,284	10,133,885.72	104	12,144,570	2,010,684.28
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	0	.00		0	.00		0	.00
10 00	TRAINING SURCHARGE	0	.00		0	.00		0	.00
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	108,333	128,836.84	119	758,331	657,806.58	87	1,300,000	642,193.42
40 00	GAS	7,083	11,726.64	166	49,581	43,826.58	88	85,000	41,173.42
70 00	SOLID WASTE	24,166	25,071.00	104	169,162	175,362.25	104	290,000	114,637.75
323 **	FRANCHISE FEES	139,582	165,634.48	119	977,074	876,995.41	90	1,675,000	798,004.59
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	79,865	190,313.36	238	2,738,289	2,909,803.75	106	3,137,611	227,807.25

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
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
22 02	F ASSMNT DELINQ TAXES	0	618.88-		2,000	5,611.15	281	2,000	3,611.15-
22 03	F ASSMNT PENALTIES	0	57.75-		2,000	5,791.75	290	2,000	3,791.75-
22 04	F ASSMNT TAX CERTS	0	.00		0	.00		130,000	130,000.00
22 *	FIRE PROTECTION	79,865	189,636.73	237	2,742,289	2,921,206.65	107	3,271,611	350,404.35
325 **	SPECIAL ASSESSMENT	79,865	189,636.73	237	2,742,289	2,921,206.65	107	3,271,611	350,404.35
329	OTHER PERMITS & FEES								
10 00	INSPECTION FEES	0	.00		0	.00		0	.00
10 01	FIRE INSPECTION FEES	0	405.00		15,000	17,683.00	118	15,000	2,683.00-
10 *	INSPECTION FEES	0	405.00		15,000	17,683.00	118	15,000	2,683.00-
25 00	PLANNING AND ZONING	6,250	35,368.00	566	43,750	53,746.62	123	75,000	21,253.38
35 00	FIRE INSPECTIONS	0	.00		0	.00		15,000	15,000.00
329 **	OTHER PERMITS & FEES	6,250	35,773.00	572	58,750	71,429.62	122	105,000	33,570.38
320 ***	OTHER PERMITS & FEES	225,697	391,044.21	173	3,778,113	3,869,631.68	102	5,051,611	1,181,979.32
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		0	.00		0	.00
20 15	VOCA-2021-COCOA PD	0	.00		0	.00		0	.00
20 16	INTERNET CRIMES GRANT	0	.00		0	.00		0	.00
20 19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20 21	BPV 2020 96472	0	.00		0	.00		0	.00
20 22	JAG 21-GG-01363	1,280	.00		2,560	4,941.60-	193	8,960	13,901.60
20 23	BULLET PROOF VEST 2021	1,817	.00		3,634	588.00	16	12,722	12,134.00
20 24	VOCA-2022-COCOA PD-00181	9,325	9,720.10	104	72,285	38,261.47	53	118,921	80,659.53
20 25	JAG 2022-22-GG-02810	1,176	.00		8,232	.00		14,108	14,108.00
20 26	BULLET PROOF VEST 2022	218	.00		872	.00		1,960	1,960.00
20 *	PUBLIC SAFETY	13,816	9,720.10	70	87,583	17,290.87	20	156,671	139,380.13
39 12	USDA/FOREST SVC 26866	1,250	.00		8,750	.00		15,000	15,000.00
50 01	FEDERAL DISASTER REIMB	0	.00		0	4,678.93		0	4,678.93-
70 02	AFRICAN AM CIVIL RIGHTS	4,286	.00		8,572	.00		30,000	30,000.00
331 **	FEDERAL GRANTS	19,352	9,720.10	50	104,905	21,969.80	21	201,671	179,701.20
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		0	.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00

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
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
334		STATE GRANT								
50	01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
70	09	HISTORICAL PRESERVATN	0	.00		0	.00		0	.00
70	11	HTMOORE RESTORATION	25,083	.00		25,083	.00		150,500	150,500.00
70	*	CULTURAL/RECREATIONAL	25,083	.00		25,083	.00		150,500	150,500.00
90	15	FLA CORONAVIRUS SFRF	0	.00		0	12,663.87		0	12,663.87-
334	**	STATE GRANT	25,083	.00		25,083	12,663.87	51	150,500	137,836.13
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	45,833	53,644.40	117	320,831	365,393.59	114	550,000	184,606.41
12	20	8TH CNT MUNICIPAL GAS TAX	12,833	13,503.42	105	89,831	91,977.26	102	154,000	62,022.74
12	*	STATE REVENUE SHARING	58,666	67,147.82	115	410,662	457,370.85	111	704,000	246,629.15
14	00	MOBILE HOME LICENSES	2,083	519.37	25	14,581	19,968.62	137	25,000	5,031.38
15	00	ALCOHOLIC BEVERAGE	2,083	.00		14,581	2,198.98	15	25,000	22,801.02
18	00	LOCAL GOVERNMENT 1/2 CENT	103,333	121,971.10	118	723,331	713,408.35	99	1,240,000	526,591.65
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		8,000	4,195.33	52	16,000	11,804.67
29	21	POL PEN STATE CONTR	0	.00		0	.00		188,476	188,476.00
29	22	FIRE PEN STATE CONTR	0	.00		0	.00		124,461	124,461.00
29	*	OTHER PUBLIC SAFETY	0	.00		0	.00		312,937	312,937.00
41	00	FUEL TAX REFUNDS	1,666	.00		11,662	8,653.37	74	20,000	11,346.63
335	**	STATE SHARED REVENUES	167,831	189,638.29	113	1,182,817	1,205,795.50	102	2,342,937	1,137,141.50
337		GRANTS FROM LOCAL UNITS								
30	15	FIND BV-CO-17-134 CD18LW	0	.00		0	.00		0	.00
30	17	FIND BV-CO-20-147 DREDGIN	0	.00		0	.00		0	.00
30	18	FIND BV-CO-20-146 BT RAMP	0	.00		0	.00		0	.00
30	19	FIND BV-CO-21-152 DRG PII	0	.00		0	.00		0	.00
30	20	FIND BV-CO-21-151 BT PII	0	.00		0	.00		0	.00
30	*	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
60	00	HUMAN SERVICES	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	212,266	199,358.39	94	1,312,805	1,240,429.17	95	2,695,108	1,454,678.83
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
30	00	ADMINISTRATIVE FEES	0	.00		0	.00		0	.00

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								
341	GENERAL GOVERNMENT								
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	11,108	11,539.03	104	77,756	54,997.75	71	133,300	78,302.25
90 12	PASSPORT EXECUTION FEES	250	700.00	280	1,750	2,450.00	140	3,000	550.00
341 **	GENERAL GOVERNMENT	11,358	12,239.03	108	79,506	57,447.75	72	136,300	78,852.25
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	9,770	22,382.50	229	68,390	119,100.10	174	117,250	1,850.10-
10 02	SCHOOL RES OFFICER	15,625	48,750.00	312	109,375	146,250.00	134	187,500	41,250.00
10 *	SVC CHG - LAW ENF SERVICE	25,395	71,132.50	280	177,765	265,350.10	149	304,750	39,399.90
20 00	SVC CHG - FIRE PROTECTION	0	2,050.00		0	19,697.50		0	19,697.50-
90 00	OTHER PUBLIC SAFETY	83	.00		581	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	.00		4,375	.00		7,500	7,500.00
90 *	OTHER PUBLIC SAFETY	708	.00		4,956	.00		8,500	8,500.00
342 **	PUBLIC SAFETY	26,103	73,182.50	280	182,721	285,047.60	156	313,250	28,202.40
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	48,870	50,546.30	103	342,090	302,695.75	89	586,440	283,744.25
37 11	ROCKLEDGE	27,150	28,190.50	104	190,050	194,752.73	103	325,800	131,047.27
37 12	SUN LAKE	352	371.80	106	2,464	2,543.60	103	4,235	1,691.40
37 13	CLNY PK-M.I.UTIL CO.	179	191.10	107	1,253	1,341.00	107	2,150	809.00
37 16	COCOA BEACH	10,208	10,695.60	105	71,456	74,104.07	104	122,501	48,396.93
37 17	CAPE CANAVERAL	8,688	8,776.75	101	60,816	60,642.95	100	104,256	43,613.05
37 18	TITUSVILLE	391	400.40	102	2,737	2,795.20	102	4,692	1,896.80
37 *	WATER BILLING SERVICES	95,838	99,172.45	104	670,866	638,875.30	95	1,150,074	511,198.70
39 01	SERVICE CHARGES	40,000	59,706.54	149	280,000	531,730.32	190	480,000	51,730.32-
39 03	ADMIN CHARGES	35,000	47,785.00	137	245,000	293,215.00	120	420,000	126,785.00
39 04	PENALTIES	60,000	62,231.23	104	420,000	424,703.89	101	720,000	295,296.11
39 05	NSF CHECKS	2,500	4,344.11	174	17,500	26,636.25	152	30,000	3,363.75
39 13	HIGH CONSUMP CHGS	291	970.00	333	2,037	5,200.00	255	3,500	1,700.00-
39 *	WATER OTHER INCOME	137,791	175,036.88	127	964,537	1,281,485.46	133	1,653,500	372,014.54
41 10	SOLID WASTE	206,333	215,069.98	104	1,444,331	1,555,900.84	108	2,476,000	920,099.16
41 20	RECYCLING REVENUE	32,416	32,778.86	101	226,912	228,632.73	101	389,000	160,367.27
41 30	GREEN WASTE	36,166	37,130.04	103	253,162	259,793.69	103	434,000	174,206.31
41 *	GARBAGE COLLECTION	274,915	284,978.88	104	1,924,405	2,044,327.26	106	3,299,000	1,254,672.74
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.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								
343	PHYSICAL ENVIRONMENT								
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	0	.00		35,565	31,265.00	88	71,130	39,865.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		58,740	.00		117,479	117,479.00
90 *	OTHER PHYSICAL ENVIRON	0	.00		94,305	31,265.00	33	188,609	157,344.00
343 **	PHYSICAL ENVIRONMENT	508,544	559,188.21	110	3,654,113	3,995,953.02	109	6,291,183	2,295,229.98
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	41	164.00	400	287	724.00	252	500	224.00-
39 10	PORCHER HOUSE - REVENUES	2,333	80.00	3	16,331	3,090.00	19	28,000	24,910.00
39 11	TENANT MAINTENANCE FEES	0	99.53		0	796.24		0	796.24-
39 20	COCOA CIVIC CENTER	2,916	.00		20,412	4,232.14	21	35,000	30,767.86
39 30	RIVERFRONT PARK	916	730.00	80	6,412	4,719.93	74	11,000	6,280.07
39 *	OTHER CULTURAL SERVICES	6,165	909.53	15	43,155	12,838.31	30	74,000	61,161.69
40 05	SPECIAL EVENT PERMITS	2,500	2,000.00	80	17,500	18,100.00	103	30,000	11,900.00
50 10	EVENT FEES	229	.00		1,603	995.28	62	2,759	1,763.72
50 30	ADVERTISING/SPONSORSHIPS	416	.00		2,912	500.00	17	5,000	4,500.00
50 50	MISC FURNISHINGS	625	285.00	46	4,375	960.35	22	7,500	6,539.65
50 *	SPECIAL REC FACILITIES	1,270	285.00	22	8,890	2,455.63	28	15,259	12,803.37
347 **	CULTURE/RECREATION	9,976	3,358.53	34	69,832	34,117.94	49	119,759	85,641.06
340 ***	CHARGES FOR SERVICES	555,981	647,968.27	117	3,986,172	4,372,566.31	110	6,860,492	2,487,925.69
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	2,372.01	190	8,750	10,043.44	115	15,000	4,956.56
351 **	JUDGMENTS AND FINES	1,250	2,372.01	190	8,750	10,043.44	115	15,000	4,956.56
350 ***	FINES AND FORFEITURES	1,250	2,372.01	190	8,750	10,043.44	115	15,000	4,956.56
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	3,144	31,507.21	1002	64,276	156,637.47	244	80,000	76,637.47-
10 02	INVESTMENT INTEREST	6,009	78,019.06	1298	69,954	408,006.84	583	100,000	308,006.84-
10 10	SBA	50	2,208.60	4417	350	13,325.24	3807	600	12,725.24-
10 11	INTEREST/CBOS	91	.00		637	211.05	33	1,100	888.95
10 *	INTEREST	9,294	111,734.87	1202	135,217	578,180.60	428	181,700	396,480.60-

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
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
30 00	NET INC/DEC FMV INVESTMNT	0	105,197.30		0	144,674.92		0	144,674.92-
40 00	GAIN/(LOSS) SALE INVEST	0	7,304.64-		0	31,843.56-		0	31,843.56
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	7,304.64-		0	31,843.56-		0	31,843.56
361 **	INTEREST & OTHER EARNINGS	9,294	209,627.53	2256	135,217	691,011.96	511	181,700	509,311.96-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	3,971	10,255.00	258	112,145	113,092.98	101	132,000	18,907.02
39 01	AMERICAN TOWER	0	.00		0	.00		0	.00
39 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39 06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39 07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE-TENANTS	0	1,330.56		0	10,644.48		0	10,644.48-
39 20	CIVIC CENTER-TENANTS	0	660.00		0	5,280.00		0	5,280.00-
39 *	RENTALS AND LEASES	0	1,990.56		0	15,924.48		0	15,924.48-
362 **	RENT AND ROYALTIES	3,971	12,245.56	308	112,145	129,017.46	115	132,000	2,982.54
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	12,474.50		0	27,794.44		0	27,794.44-
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	12,474.50		0	27,794.44		0	27,794.44-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	161.16		0	589.11		0	589.11-
365 **	SALE SURPLUS MTRLS &SCRAP	0	161.16		0	589.11		0	589.11-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	3,044	.00		13,499	6,146.00	46	28,728	22,582.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 14	REPLACEMENT TREES	0	.00		0	.00		0	.00
10 16	FIREHOUSE SUBS - E-BIKES	2,837	.00		2,837	.00		17,021	17,021.00
10 *	DONATIONS-PRIVATE SOURCES	2,837	.00		2,837	.00		17,021	17,021.00
366 **	CONTRIBUTIONS & DONATIONS	5,881	.00		16,336	6,146.00	38	45,749	39,603.00

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								
366	CONTRIBUTIONS & DONATIONS								
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		0	.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		0	.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	15,933	23,077.91	145	16,533	275,739.58	1668	96,200	179,539.58-
90 02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
90 03	CODE ENF ABATE/DEMO REV	8,114	26,609.13	328	56,798	50,836.71	90	97,375	46,538.29
90 04	MISC. POLICE REVENUES	1,165	351.00	30	8,155	1,294.12	16	13,988	12,693.88
90 05	INVESTIGATIVE COSTS REIM	4,537	6,177.47	136	31,759	25,591.97	81	54,450	28,858.03
90 09	PROPERTY REGISTRATION	625	.00		4,375	1,400.00	32	7,500	6,100.00
90 12	LEISURE SVCS -CANCEL FEES	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	30,374	56,215.51	185	117,620	354,862.38	302	269,513	85,349.38-
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	25,068.92		0	25,068.92-
369 **	OTHER MISC REVENUES	30,374	56,215.51	185	117,620	379,931.30	323	269,513	110,418.30-
360 ***	MISCELLANEOUS REVENUES	49,520	290,724.26	587	381,318	1,234,490.27	324	628,962	605,528.27-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	0	18,566.67		222,800	129,966.69	58	222,800	92,833.31
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	TRF FROM US1 CRA (112)	0	.00		0	.00		0	.00
91 20	TRF FROM DBT SVC (201)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 23	TRF FROM STORMWATER (423)	0	.00		0	.00		0	.00
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	18,566.67		222,800	129,966.69	58	222,800	92,833.31
94 21	TRANS FR 421 OH ALLOC	0	632,527.58		7,590,331	4,427,693.06	58	7,590,331	3,162,637.94
94 23	TRANS FR 423 OH ALLOC	0	24,801.83		297,622	173,612.81	58	297,622	124,009.19
94 *	INTERFUND TRANSFER	0	657,329.41		7,887,953	4,601,305.87	58	7,887,953	3,286,647.13
381 **	INTERFUND TRANSFER	0	675,896.08		8,110,753	4,731,272.56	58	8,110,753	3,379,480.44

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								
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	587,997	587,997.58	100	4,115,979	4,115,983.06	100	7,055,971	2,939,987.94
40 01	6% PILOFF	143,350	143,350.08	100	1,003,450	1,003,450.56	100	1,720,201	716,750.44
40 *	CONTRIBUTIONS	731,347	731,347.66	100	5,119,429	5,119,433.62	100	8,776,172	3,656,738.38
382 **	CONTRIBUTIONS ENTERPRISE	731,347	731,347.66	100	5,119,429	5,119,433.62	100	8,776,172	3,656,738.38
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	300	.00		2,100	.00		3,600	3,600.00
99 50	FUND BAL-APPROP. RESERVES	1,402,446	.00		5,668,410	.00		12,680,637	12,680,637.00
99 *	BALANCE FORWARD	1,402,746	.00		5,670,510	.00		12,684,237	12,684,237.00
389 **	NON OPERATING SOURCES	1,402,746	.00		5,670,510	.00		12,684,237	12,684,237.00
380 ***	OTHER SOURCES(NON-REV)	2,134,093	1,407,243.74	66	18,900,692	9,850,706.18	52	29,571,162	19,720,455.82
FUND TOTAL	GENERAL FUND	3,619,041	3,640,636.48	101	38,111,134	30,711,752.77	81	56,966,905	26,255,152.23

REPORT SELECTIONS

Fiscal year . . . . . : 2023
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

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	75337	67211.68	89	527359	448337.61	85	.00	904093	455755.39	50
11 **	EXECUTIVE SALARIES	75337	67211.68	89	527359	448337.61	85	.00	904093	455755.39	50
12-00	REGULAR SALARIES & WAGES	1139873	898384.44	79	7901873	6491884.45	82	.00	13601372	7109487.55	48
12-06	SALARIES/CONTRACTUAL	7024	15791.50	225	49168	75112.50	153	.00	84299	9186.50	89
12-07	EMS 1ST RESPONDER	0	.00	0	0	141.00	0	.00	0	141.00-	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9643	18382.01	191	66609	86352.79	130	.00	114831	28478.21	75
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1156540	932557.95	81	8017650	6653490.74	83	.00	13800502	7147011.26	48
13-00	OTHER SALARIES & WAGES	107419	65016.85	61	751933	525147.56	70	.00	1289057	763909.44	41
13 **	OTHER SALARIES & WAGES	107419	65016.85	61	751933	525147.56	70	.00	1289057	763909.44	41
14-00	OVERTIME	47531	76031.27	160	318947	510197.53	160	.00	556691	46493.47	92
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	47531	76031.27	160	318947	510197.53	160	.00	556691	46493.47	92
15-00	SPECIAL PAY	26510	34298.46	129	185570	237914.93	128	.00	318144	80229.07	75
15 **	SPECIAL PAY	26510	34298.46	129	185570	237914.93	128	.00	318144	80229.07	75
20-00	CLOTHING/SHOE ALLOWANCE	1956	.00	0	13692	11033.75	81	.00	23485	12451.25	47
20 **	CLOTHING/SHOE ALLOWANCE	1956	.00	0	13692	11033.75	81	.00	23485	12451.25	47
21-00	FICA TAXES	106039	88285.24	83	734557	628252.58	86	.00	1264884	636631.42	50
21 **	FICA TAXES	106039	88285.24	83	734557	628252.58	86	.00	1264884	636631.42	50
22-00	RETIREMENT CONTRIBUTIONS	94757	82206.03	87	655961	580532.29	89	.00	1129859	549326.71	51
22-01	LICENSED POLICE/FIRE	199699	141569.20	71	1376449	1072482.40	78	.00	2374963	1302480.60	45
22-02	STATE CONTRIBUTIONS	21799	.00	0	203913	.00	0	.00	312937	312937.00	0
22-03	NON-FRS RETIREMENT PLAN	2790	2615.02	94	19212	18572.84	97	.00	33169	14596.16	56
22 **	RETIREMENT CONTRIBUTIONS	319045	226390.25	71	2255535	1671587.53	74	.00	3850928	2179340.47	43

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
23-00	INSURANCES	6544	4093.89	63	45514	26760.62	59	.00	78334	51573.38	34
23-02	MEDICARE PART B	35140	.00	0	245980	212865.49	87	2968.20	421680	205846.31	51
23-04	MEDICAL	304042	243760.06	80	2128294	1579376.75	74	.00	3648653	2069276.25	43
23-05	HEALTH GF RETIREES 50%	4471	4471.60	100	31297	29065.40	93	.00	53660	24594.60	54
23-06	HEALTH GF RETIREES 100%	23252	21458.34	92	162764	145736.78	90	.00	279032	133295.22	52
23-07	DENTAL INSURANCE	15279	11820.90	77	106953	78022.87	73	.00	183490	105467.13	43
23-08	VISION INSURANCE	2809	2217.94	79	19663	14699.11	75	.00	33823	19123.89	44
23-09	LONG TERM DISABILITY	4170	3900.68	94	29190	25475.21	87	.00	50147	24671.79	51
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	395707	291723.41	74	2769655	2112002.23	76	2968.20	4748819	2633848.57	45
24-00	WORKER'S COMPENSATION	67989	29166.36	43	471837	219439.98	47	.00	811921	592481.02	27
24 **	WORKER'S COMPENSATION	67989	29166.36	43	471837	219439.98	47	.00	811921	592481.02	27
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	5831	4260.88	73	.00	10000	5739.12	43
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	5831	4260.88	73	.00	10000	5739.12	43
27-00	BENEFIT OFFSET	20016	17854.04	89	140112	110816.90	79	.00	240203	129386.10	46
27 **	BENEFIT OFFSET	20016	17854.04	89	140112	110816.90	79	.00	240203	129386.10	46
28-00	PERS SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PERS SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	28781	45316.87	158	413023	204246.04	50	314372.75	516338	2280.79-	100
31-01	LEGAL EXPENSES	11599	38198.41	329	468728	229707.69	49	271424.31	526727	25595.00	95
31-02	MEDICAL SERVICES	0	22013.30	0	47850	25897.60	54	17152.40	47850	4800.00	90
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	0	.00	0	13905	13905.00	100	.00	13905	.00	100
31-06	EDA-04-69-07348 GRANT	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
31-11	USDA MANAGE FOREST GRANT	1875-	.00	0	5625-	.00	0	.00	15000	15000.00	0
31-13	FIND BV-C0-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
31-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM CIVIL RIGHTS	4286	.00	0	8572	.00	0	30000.00	30000	.00	100
31-16	HISTORICAL PRESERVATN	2014	.00	0	2014	.00	0	.00	12081	12081.00	0
31-33	EMPLOYEE HEALTH CENTER	0	31831.73	0	364656	177441.84	49	187214.16	364656	.00	100
31 **	PROFESSIONAL SERVICES	44805	137360.31	307	1313123	651198.17	50	820163.62	1526557	55195.21	96
32-00	ACCOUNTING & AUDITING	0	12000.00	0	74000	63000.00	85	5000.00	74000	6000.00	92
32 **	ACCOUNTING & AUDITING	0	12000.00	0	74000	63000.00	85	5000.00	74000	6000.00	92
34-00	CONTRACT SERVICES	75795	79960.77	106	836365	671862.13	80	362701.58	1249045	214481.29	83
34-03	CUSTOMER SERVICE CONTRACT	263727	255560.13	97	1582362	1618506.51	102	.00	2901000	1282493.49	56
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	2240	30082.65	1343	438792	209218.55	48	216133.95	450000	24647.50	95
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	14108	.00	0	13800.00	14108	308.00	98
34 **	CONTRACT SERVICES	341762	365603.55	107	2871627	2499587.19	87	592635.53	4614153	1521930.28	67
39-00	CONTINGENCY	449259	.00	0	980721	.00	0	.00	3227026	3227026.00	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	453706	.00	0	1002956	.00	0	.00	3227026	3227026.00	0
40-00	TRAVEL & PER DIEM	7003	2132.55	31	51372	22316.91	43	.00	92563	70246.09	24
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	712	.00	0	1424	1930.00	136	.00	4984	3054.00	39
40 **	TRAVEL & PER DIEM	7715	2132.55	28	52796	24246.91	46	.00	97547	73300.09	25

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
41-00	COMMUNICATION	1366	16510.79	1209	188413	95156.57	51	102054.49	195259	1952.06-	101
41-35	VOCA-2022-COCOA PD-00181	154-	.00	0	772	.04-	0	.00	0	.04	0
41 **	COMMUNICATION	1212	16510.79	1362	189185	95156.53	50	102054.49	195259	1952.02-	101
42-00	POSTAGE & FREIGHT	39805	41480.29	104	283168	248110.23	88	210435.82	482297	23750.95	95
42 **	POSTAGE & FREIGHT	39805	41480.29	104	283168	248110.23	88	210435.82	482297	23750.95	95
43-00	ELECTRIC/WATER/SEWER	8204	14637.06	178	767077	317526.21	41	449782.50	808120	40811.29	95
43 **	ELECTRIC/WATER/SEWER	8204	14637.06	178	767077	317526.21	41	449782.50	808120	40811.29	95
44-00	RENTALS AND LEASES	4768	10679.68	224	81205	45410.03	56	59272.82	105785	1102.15	99
44 **	RENTALS AND LEASES	4768	10679.68	224	81205	45410.03	56	59272.82	105785	1102.15	99
45-00	INSURANCE	89-	.00	0	331050	490073.76	148	.00	644660	154586.24	76
45 **	INSURANCE	89-	.00	0	331050	490073.76	148	.00	644660	154586.24	76
46-00	REPAIRS & MAINTENANCE	123776	33689.17	27	791963	401214.81	51	299264.57	1410902	710422.62	50
46-02	REPAIR/MAINTENANCE-BLDG	30971	21531.90	70	206418	115615.66	56	63596.59	361287	182074.75	50
46-03	REPAIR/MAINT-VEHICLES	32862	34592.13	105	246868	185987.18	75	18709.56	411256	206559.26	50
46-05	HYDRANT FEES	20817	20615.36	99	145719	144307.52	99	.00	249805	105497.48	58
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	208426	110428.56	53	1390968	847125.17	61	381570.72	2433250	1204554.11	51
47-00	PRINTING & BINDING	11855	18201.00	154	123023	88652.19	72	74886.45	188002	24463.36	87
47 **	PRINTING & BINDING	11855	18201.00	154	123023	88652.19	72	74886.45	188002	24463.36	87
48-00	PROMOTIONAL ACTIVITIES	6992	2497.59	36	42946	22619.22	53	.00	67125	44505.78	34
48-11	BUSINESS ASSIST. PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	6992	2497.59	36	42946	22619.22	53	.00	67125	44505.78	34
49-00	OTHER CHARGES & OBLIG.	21293	3586.95	17	163649	239787.97	147	145378.87	270162	115004.84-	143
49-02	ADVERTISING	25	.00	0	175	99.99	57	.00	300	200.01	33
49-05	BROWNFIELDS REDEV PROG	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
49-06	BROWNFIELD PROG CITY COST	416	.00	0	2912	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	13223.36-	0	0	34681.10-	0	.00	0	34681.10	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	11662	10000.00	86	.00	20000	10000.00	50
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	23400	9636.41-	41-	178398	215206.86	121	145378.87	295462	65123.73-	122
51-00	OFFICE SUPPLIES	3848	603.59	16	27313	12512.77	46	.00	46677	34164.23	27
51 **	OFFICE SUPPLIES	3848	603.59	16	27313	12512.77	46	.00	46677	34164.23	27
52-00	OPERATING SUPPLIES	64724	76673.30	119	677806	572279.27	84	62911.28	881536	246345.45	72
52-02	UNIFORMS	3779	6188.78	164	41225	20804.65	51	24581.45	60137	14750.90	76
52-05	EMS 1st RESP-CONSUM SUPP	1646	2941.67	179	46235	22658.86	49	14585.64	54465	17220.50	68
52-07	JANITORIAL SUPPLIES	4211	3852.05	92	29477	19765.98	67	.00	50555	30789.02	39
52-10	HEATING FUEL	0	256.96	0	4443	2129.33	48	2313.67	4443	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	129-	.00	0	641	.00	0	.00	0	.00	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	0	.00	0	0	.00	0	.00	0	.00	0
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	25444	21149.60	83	4294.40	25444	.00	100
52-26	BULLET PROOF VEST 2022	436	.00	0	1744	.00	0	3920.00	3920	.00	100
52-30	FUEL OIL & LUBRICANTS	44194	25543.58	58	330460	142968.90	43	.00	551518	408549.10	26
52-33	EMPLOYEE HEALTH CENTER	0	13388.87	0	176400	67780.93	38	108619.07	176400	.00	100
52-35	VOCA-2022-COCOA PD-00181	65-	.00	0	325	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	2837	.00	0	2837	.00	0	.00	17021	17021.00	0
52 **	OPERATING SUPPLIES	121633	128845.21	106	1337037	869537.52	65	221225.51	1825439	734675.97	60

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53-00	ROAD MATERIALS/SUPPLIES	3181	9027.78	284	22267	35999.07	162	8528.56	38175	6352.63-	117
53 **	ROAD MATERIALS/SUPPLIES	3181	9027.78	284	22267	35999.07	162	8528.56	38175	6352.63-	117
54-00	MEMBERSHIP/PUBLICATIONS	3206	2119.40	66	50169	25021.61	50	.00	65495	40473.39	38
54 **	MEMBERSHIP/PUBLICATIONS	3206	2119.40	66	50169	25021.61	50	.00	65495	40473.39	38
55-00	TRAINING	9841	2190.00	22	96720	62082.73	64	1962.50	149546	85500.77	43
55-01	EDA PROGRAM	2583	.00	0	18081	2287.92	13	.00	31000	28712.08	7
55-22	JAG 21-GG-01363	568	.00	0	1136	5313.00	468	.00	3976	1337.00-	134
55-35	VOCA-2022-COCOA PD-00181	84-	.00	0	412	.00	0	.00	0	.00	0
55 **	TRAINING	12908	2190.00	17	116349	69683.65	60	1962.50	184522	112875.85	39
56-15	IT-RELATED OPERATING EXP	26634	13839.19	52	603143	494946.97	82	73460.20	3795353	3226945.83	15
56 **	TECHNOLOGY SYSTEMS	26634	13839.19	52	603143	494946.97	82	73460.20	3795353	3226945.83	15
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
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	98521	.00	0	548758	.00	0	67083.00	1041361	974278.00	6
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	98521	.00	0	548758	.00	0	67083.00	1041361	974278.00	6
63-00	INFRASTRUCTURE	131050	.00	0	1095109	308796.03	28	87372.32	1750362	1354193.65	23

FUND 001 GENERAL FUND

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63-07	IMPROVE OTHER THAN BLDG	7727	.00	0	46362	.00	0	.00	85000	85000.00	0
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	138777	.00	0	1141471	308796.03	27	87372.32	1835362	1439193.65	22
64-00	MACHINERY AND EQUIPMENT	225724	196471.06	87	1423997	597474.82	42	1211862.45	2671412	862074.73	68
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	6551-	.00	0	74273	41517.68	56	.00	41518	.32	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	219173	196471.06	90	1498270	638992.50	43	1211862.45	2712930	862075.05	68
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
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	0	.00	0	1245020	1245020.00	100	.00	1245020	.00	100
81 **	AIDS TO GOVT AGENCY	0	.00	0	1245020	1245020.00	100	.00	1245020	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	20000.00	0	.00	0	20000.00-	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	20000.00	0	.00	0	20000.00-	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	4166	.00	0	29162	.00	0	.00	50000	50000.00	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
83-11	UPSTART COCOA PROGRAM	500	.00	0	10000	7500.00	75	.00	12500	5000.00	60
83 **	OTHER GRANTS & AIDS	4666	.00	0	39162	7500.00	19	.00	62500	55000.00	12
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	10444	120067.92	1150	1483877	841757.94	57	.00	1536101	694343.06	55
91-21	TO 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 RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	10444	120067.92	1150	1483877	841757.94	57	.00	1536101	694343.06	55
FUND 001	TOTAL *********										
	GENERAL FUND	4120474	3023594.63	73	33007036	23310162.75	71	4515643.56	56966905	29141098.69	49
GRAND	TOTAL *********										
		4120474	3023594.63	73	33007036	23310162.75	71	4515643.56	56966905	29141098.69	49

FY 2023 Budget by Classification Report - Summary Listing

4/33/2023

Target for April 2023 is 58%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 72,221,630	$ -	$ 43,127,385	$ 29,094,245	60%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 372,002	$ -	$ 1,147,012	$ (775,010)	308%
OTHER SOURCES (*NON-REVENUE)	$ 22,390,413	$ -	$ -	$ 22,390,413	0%
REVENUE TOTALS	**$ 94,984,045**	**$ -**	**$ 44,274,398**	**$ 50,709,647**	**47%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,253,909	$ -	$ 8,991,509	$ 10,262,400	47%
OPERATING EXPENDITURES	$ 25,920,028	$ 6,499,176	$ 10,087,196	$ 9,333,656	64%
CAPITAL OUTLAY	$ 7,620,816	$ 899,791	$ 890,397	$ 5,830,628	23%
GRANTS, AIDS AND OTHER	$ 42,189,292	$ -	$ 29,282,610	$ 12,906,682	69%
EXPENSE TOTALS	**$ 94,984,045**	**$ 7,398,967**	**$ 49,251,712**	**$ 38,333,366**	60%
REVENUE TOTALS	**$ 94,984,045**	**$ -**	**$ 44,274,398**	**$ 50,709,647**	**47%**
EXPENSE TOTALS	**$ 94,984,045**	**$ 7,398,967**	**$ 49,251,712**	**$ 38,333,366**	**60%**
**	$ -	$ (7,398,967)	$ (4,977,314)	$ 12,376,281	

**Unaudited

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 10	WATER - RESIDENTIAL	0	.00		0	.00		0	.00
03 11	WATER - COMMERCIAL	0	.00		0	.00		0	.00
03 20	SEWER - RESIDENTIAL	0	.00		0	.00		0	.00
03 21	SEWER - COMMERCIAL	0	.00		0	.00		0	.00
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								
30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
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								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	5,052,604	5,908,009.00	117	35,368,228	35,857,934.01	101	60,631,253	24,773,318.99
33 00	WATER CONNECTION FEE	47,267	72,630.19	154	330,869	421,813.95	128	567,211	145,397.05
36 00	WATER HYDRANT FEES	327,416	334,646.88	102	2,291,912	2,340,717.01	102	3,928,996	1,588,278.99
39 06	HYDRANT RESID FLOW TEST	141	980.00	695	987	7,140.00	723	1,696	5,444.00-
39 07	BACKFLOW DEVICE TEST	12,808	18,722.17	146	89,656	131,090.04	146	153,700	22,609.96
39 08	JUMPER METERS	0	180.00		742	1,760.00	237	742	1,018.00-
39 09	PLAN REVIEW/CONST INSPECT	0	1,320.00		12,720	30,780.00	242	12,720	18,060.00-
39 10	BACKFLOW PRV/RLCT TEMP	0	185.42		530	1,297.94	245	530	767.94-
39 *	WATER OTHER INCOME	12,949	21,387.59	165	104,635	172,067.98	164	169,388	2,679.98-
51 00	SEWER SALES	541,569	626,352.15	116	3,790,983	4,088,949.46	108	6,498,835	2,409,885.54
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00

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								
51	*	SEWER SALES	541,569	626,352.15	116	3,790,983	4,088,949.46	108	6,498,835	2,409,885.54
53	02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
59	01	GREASE TRAP PERMITS	547	776.45	142	3,829	5,363.83	140	6,572	1,208.17
60	00	REUSE WATER SALES	34,329	36,321.68	106	240,303	234,086.03	97	411,955	177,868.97
60	01	REUSE WATER INSTALLATION	618	681.40	110	4,326	6,453.00	149	7,420	967.00
60	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60	*	REUSE WATER SALES	34,947	37,003.08	106	244,629	240,539.03	98	419,375	178,835.97
90	10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,017,299	7,000,805.34	116	42,135,085	43,127,385.27	102	72,221,630	29,094,244.73
340	***	CHARGES FOR SERVICES	6,017,299	7,000,805.34	116	42,135,085	43,127,385.27	102	72,221,630	29,094,244.73
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	8,119.44		0	30,440.10		0	30,440.10-
10	02	INVESTMENT INTEREST	20,320	87,683.88	432	142,240	425,893.65	299	243,849	182,044.65-
10	11	INTEREST/CBOS	0	.00		0	.00		0	.00
10	*	INTEREST	20,320	95,803.32	472	142,240	456,333.75	321	243,849	212,484.75-
30	00	NET INC/DEC FMV INVESTMNT	0	534,727.51		0	729,404.91		0	729,404.91-
40	00	GAIN/(LOSS) SALE INVEST	0	56,657.34-		0	153,402.52-		0	153,402.52
40	02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40	*	GAIN/(LOSS) SALE INVEST	0	56,657.34-		0	153,402.52-		0	153,402.52
361	**	INTEREST & OTHER EARNINGS	20,320	573,873.49	2824	142,240	1,032,336.14	726	243,849	788,487.14-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	0	.00		1,378	1,300.00	94	1,378	78.00
362	**	RENT AND ROYALTIES	0	.00		1,378	1,300.00	94	1,378	78.00
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10	00	GAIN/(LOSS)SALE OF F/A	833	8,286.67	995	5,831	8,286.67	142	10,000	1,713.33
364	**	DISPOSITION FIXED ASSETS	833	8,286.67	995	5,831	8,286.67	142	10,000	1,713.33
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	265	3,311.53	1250	1,855	10,462.88	564	3,180	7,282.88-

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
360		MISCELLANEOUS REVENUES								
365		SALE SURPLUS MTRLS &SCRAP								
365	**	SALE SURPLUS MTRLS &SCRAP	265	3,311.53	1250	1,855	10,462.88	564	3,180	7,282.88-
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	4,308	1,908.23	44	30,156	32,241.66	107	51,705	19,463.34
	90 06	SETTLEMENTS	0	.00		0	.00		0	.00
	90 *	OTHER MISC REVENUES	4,308	1,908.23	44	30,156	32,241.66	107	51,705	19,463.34
	96 00	INSURANCE REFUND/PROCEEDS	10,315	.00		10,315	62,385.00	605	61,890	495.00-
369	**	OTHER MISC REVENUES	14,623	1,908.23	13	40,471	94,626.66	234	113,595	18,968.34
360	***	MISCELLANEOUS REVENUES	36,041	587,379.92	1630	191,775	1,147,012.35	598	372,002	775,010.35-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
	91 24	RENEW & REPLACE (424)	0	.00		0	.00		0	.00
	91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
	91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
	91 42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
	91 52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
	91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
	10 00	LEASE PROCEEDS	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
	30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
	85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
	99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
	99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
	99 50	FUND BAL-APPROP. RESERVES	1,923,562	.00		12,772,589	.00		22,390,413	22,390,413.00
	99 *	BALANCE FORWARD	1,923,562	.00		12,772,589	.00		22,390,413	22,390,413.00
389	**	NON OPERATING SOURCES	1,923,562	.00		12,772,589	.00		22,390,413	22,390,413.00
380	***	OTHER SOURCES(NON-REV)	1,923,562	.00		12,772,589	.00		22,390,413	22,390,413.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
389	NON OPERATING SOURCES								
FUND TOTAL	WATER/SEWER FUND	7,976,902	7,588,185.26	95	55,099,449	44,274,397.62	80	94,984,045	50,709,647.38

REPORT SELECTIONS

Fiscal year . . . . . : 2023
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

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
11-00	EXECUTIVE SALARIES	13880	12777.60	92	97160	89443.20	92	.00	166565	77121.80	54
11 **	EXECUTIVE SALARIES	13880	12777.60	92	97160	89443.20	92	.00	166565	77121.80	54
12-00	REGULAR SALARIES & WAGES	947285	709635.00	75	6588833	5116724.48	78	.00	11325317	6208592.52	45
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	16707.04	0	0	55623.62	0	.00	0	55623.62-	0
12 **	REGULAR SALARIES & WAGES	947285	726342.04	77	6588833	5172348.10	79	.00	11325317	6152968.90	46
13-00	OTHER SALARIES & WAGES	47573	40209.59	85	333011	296124.04	89	.00	570891	274766.96	52
13 **	OTHER SALARIES & WAGES	47573	40209.59	85	333011	296124.04	89	.00	570891	274766.96	52
14-00	OVERTIME	56412	54687.94	97	394884	465383.87	118	.00	676990	211606.13	69
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	56412	54687.94	97	394884	465383.87	118	.00	676990	211606.13	69
15-00	SPECIAL PAY	175	175.00	100	1225	1225.00	100	.00	2100	875.00	58
15 **	SPECIAL PAY	175	175.00	100	1225	1225.00	100	.00	2100	875.00	58
20-00	CLOTHING/SHOE ALLOWANCE	1941	455.00	23	13587	19475.00	143	.00	23300	3825.00	84
20 **	CLOTHING/SHOE ALLOWANCE	1941	455.00	23	13587	19475.00	143	.00	23300	3825.00	84
21-00	FICA TAXES	80492	63011.60	78	559904	454144.46	81	.00	962405	508260.54	47
21 **	FICA TAXES	80492	63011.60	78	559904	454144.46	81	.00	962405	508260.54	47
22-00	RETIREMENT CONTRIBUTIONS	129030	106110.74	82	897660	830887.46	93	.00	1542849	711961.54	54
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	436	391.68	90	3052	2744.33	90	.00	5237	2492.67	52
22 **	RETIREMENT CONTRIBUTIONS	129466	106502.42	82	900712	833631.79	93	.00	1548086	714454.21	54
23-00	INSURANCES	4065	2780.38	68	28365	18610.48	66	.00	48723	30112.52	38
23-02	RETIREES OTHER INSURANCES	12884	.00	0	90188	70551.21	78	.00	154616	84064.79	46
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	235210	186201.10	79	1646470	1245990.73	76	.00	2822567	1576576.27	44

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
23-05	HEALTH RETIREES 50%	1206	894.32	74	8442	6260.24	74	.00	14478	8217.76	43
23-06	HEALTH RETIREES 100%	3577	2682.96	75	25039	20569.36	82	.00	42928	22358.64	48
23-07	DENTAL INSURANCE	11017	8111.01	74	77119	54721.98	71	.00	132239	77517.02	41
23-08	VISION INSURANCE	2060	1565.81	76	14420	10546.63	73	.00	24749	14202.37	43
23-09	LONG TERM DISABILITY	3093	2844.46	92	21651	19147.78	88	.00	37176	18028.22	52
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	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
23 **	INSURANCES	273112	205080.04	75	1911694	1446398.41	76	.00	3277476	1831077.59	44
24-00	WORKER'S COMPENSATION	43609	17932.77	41	304093	137895.75	45	.00	522179	384283.25	26
24 **	WORKER'S COMPENSATION	43609	17932.77	41	304093	137895.75	45	.00	522179	384283.25	26
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	5831	5270.03	90	.00	10000	4729.97	53
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	5831	5270.03	90	.00	10000	4729.97	53
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	14050	11100.00	79	98350	70169.00	71	.00	168600	98431.00	42
27 **	BENEFIT OFFSET	14050	11100.00	79	98350	70169.00	71	.00	168600	98431.00	42
31-00	PROFESSIONAL SERVICES	34256	330.84	1	252023	47271.38	19	96660.75	423306	279373.87	34
31-01	LEGAL EXPENSES	35416	1829.80	5	247912	39845.81	16	115808.04	425000	269346.15	37
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	2190	122556.08	5596	1522778	627038.15	41	794237.46	1535108	113832.39	93
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	71862	124716.72	174	2022713	714155.34	35	1006706.25	2383414	662552.41	72
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

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
34-00	CONTRACT SERVICES	148237	64771.42	44	1171383	268305.43	23	398040.91	1910310	1243963.66	35
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	148237	64771.42	44	1171383	268305.43	23	398040.91	1910310	1243963.66	35
39-00	CONTINGENCY	43035	.00	0	301245	.00	0	.00	516433	516433.00	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	43035	.00	0	301245	.00	0	.00	516433	516433.00	0
40-00	TRAVEL AND PER DIEM	1164	.00	0	9578	1907.27	20	.00	15438	13530.73	12
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1164	.00	0	9578	1907.27	20	.00	15438	13530.73	12
41-00	COMMUNICATION	11218	13572.26	121	206813	94949.21	46	103377.81	262907	64579.98	75
41 **	COMMUNICATION	11218	13572.26	121	206813	94949.21	46	103377.81	262907	64579.98	75
42-00	FREIGHT & POSTAGE SERVICE	1080	40.65	4	6684	1805.46	27	.00	12115	10309.54	15
42 **	FREIGHT & POSTAGE SERVICE	1080	40.65	4	6684	1805.46	27	.00	12115	10309.54	15
43-00	ELECTRIC/WATER/SEWER	3845	149959.83	3900	1876990	1042942.94	56	769884.65	1896244	83416.41	96
43 **	ELECTRIC/WATER/SEWER	3845	149959.83	3900	1876990	1042942.94	56	769884.65	1896244	83416.41	96
44-00	RENTAL AND LEASES	10928	5669.31	52	56939	22649.71	40	48581.68	111601	40369.61	64
44-21	DUKE ENERGY-GENERATOR	0	36140.00	0	433680	216840.00	50	216840.00	433680	.00	100
44 **	RENTAL AND LEASES	10928	41809.31	383	490619	239489.71	49	265421.68	545281	40369.61	93
45-00	INSURANCE	348299	.00	0	705688	533741.45	76	.00	705688	171946.55	76
45 **	INSURANCE	348299	.00	0	705688	533741.45	76	.00	705688	171946.55	76
46-00	REPAIRS & MAINTENANCE	508825	722708.22	142	4324242	3369627.37	78	1196079.14	6868383	2302676.49	67
46-02	REPAIR/MAINT BUILDING	7127	389.68	6	112595	52600.59	47	20694.04	148244	74949.37	49
46-03	REPAIR/MAINT-VEHICLES	25203	31726.13	126	169252	117947.19	70	213.56	295302	177141.25	40

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
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	541155	754824.03	140	4606089	3540175.15	77	1216986.74	7311929	2554767.11	65
47-00	PRINTING & BINDING	615	60.00	10	4305	4814.00	112	.00	7420	2606.00	65
47 **	PRINTING & BINDING	615	60.00	10	4305	4814.00	112	.00	7420	2606.00	65
48-00	PROMOTIONAL ACTIVITIES	1666	.00	0	11662	4664.26	40	.00	20000	15335.74	23
48 **	PROMOTIONAL ACTIVITIES	1666	.00	0	11662	4664.26	40	.00	20000	15335.74	23
49-00	OTHER CHARGES & OBLIG.	6185	2362.79	38	52015	143604.02	276	13589.10	82968	74225.12-	190
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	13155.36-	0	0	44912.12-	0	.00	0	44912.12	0
49-08	CASH OVER & UNDER	0	10.05-	0	0	44.54-	0	.00	0	44.54	0
49-09	DOCUMENT RECORDING CHGS	261	308.00-	118-	1816	4021.50-	221-	3131.50	3120	4010.00	29-
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
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	6446	11110.62-	172-	53831	94625.86	176	16720.60	86088	25258.46-	129
51-00	OFFICE SUPPLIES	1923	1210.46	63	13461	6233.78	46	.00	23114	16880.22	27
51 **	OFFICE SUPPLIES	1923	1210.46	63	13461	6233.78	46	.00	23114	16880.22	27
52-00	OPERATING SUPPLIES	42479	103311.54	243	580150	455534.21	79	112592.23	792563	224436.56	72
52-07	JANITORIAL SUPPLIES	769	729.86	95	5383	5742.62	107	.00	9240	3497.38	62
52-09	CHEMICALS	17199	411630.77	2393	5033864	2539037.22	50	2531308.39	5119868	49522.39	99
52-30	FUEL OIL & LUBRICANTS	59103	39422.26	67	413721	212796.66	51	1349.63	709275	495128.71	30
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	119550	555094.43	464	6033118	3213110.71	53	2645250.25	6630946	772585.04	88
53-00	ROAD MATERIALS/SUPPLIES	848	.00	0	37505	27423.01	73	2576.99	41768	11768.00	72
53 **	ROAD MATERIALS/SUPPLIES	848	.00	0	37505	27423.01	73	2576.99	41768	11768.00	72

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
54-00	MEMBERSHIP/PUBLICATIONS	5040	.00	0	39972	34990.18	88	.00	41754	6763.82	84
54 **	MEMBERSHIP/PUBLICATIONS	5040	.00	0	39972	34990.18	88	.00	41754	6763.82	84
55-00	TRAINING	4466	309.89	7	45180	11816.64	26	8172.75	67522	47532.61	30
55-01	EDA PROGRAM	416	.00	0	2912	2019.80	69	.00	5000	2980.20	40
55 **	TRAINING	4882	309.89	6	48092	13836.44	29	8172.75	72522	50512.81	30
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	290160	76633.13	26	1985834	250026.24	13	66037.02	3436657	3120593.74	9
56 **	TECHNOLOGY SYSTEMS	290160	76633.13	26	1985834	250026.24	13	66037.02	3436657	3120593.74	9
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	2624	.00	0	25368	.00	0	.00	38490	38490.00	0
62 **	BUILDINGS	2624	.00	0	25368	.00	0	.00	38490	38490.00	0
63-00	INFRASTRUCTURE	234480	151025.00	64	3908186	176684.93	5	603267.40	5080581	4300628.67	15
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	234480	151025.00	64	3908186	176684.93	5	603267.40	5080581	4300628.67	15
64-00	MACHINERY & EQUIPMENT	141726	115898.63	82	1302891	563950.23	43	167508.31	2011539	1280080.46	36
64-15	IT HARDWARE	42769	.00	0	298860	149762.05	50	129015.00	490206	211428.95	57
64 **	MACHINERY & EQUIPMENT	184495	115898.63	63	1601751	713712.28	45	296523.31	2501745	1491509.41	40
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

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
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-32	LEASED ASSET-GENERATOR	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	3100	2350.00	76	.00	3100	750.00	76
73 **	OTHER DEBT SERVICE COST	0	.00	0	3100	2350.00	76	.00	3100	750.00	76
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
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	587997	587997.58	100	4115979	4115983.06	100	.00	7055971	2939987.94	58
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	716353	.00	0	16301853	15576000.00	96	.00	18683783	3107783.00	83
91-25	TO RESTRCTD ASSET (425)	643	594749.49	2496	7131487	4157133.57	58	.00	7134706	2977572.43	58
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1304993	1182747.07	91	27549319	23849116.63	87	.00	32874460	9025343.37	73
94-01	TXFR TO GF OH ALLOC (001)	0	632527.58	0	7590331	4427693.06	58	.00	7590331	3162637.94	58

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
94 **	INTERFUND TRANSFER	0	632527.58	0	7590331	4427693.06	58	.00	7590331	3162637.94	58
95-01	TXFR TO GF 6% PLOFF (001)	0	143350.08	0	1720201	1003450.56	58	.00	1720201	716750.44	58
95 **	NONOPERATING	0	143350.08	0	1720201	1003450.56	58	.00	1720201	716750.44	58
FUND 421	TOTAL *********										
	WATER/SEWER FUND	4947473	5235713.87	106	73233822	49251712.55	67	7398966.36	94984045	38333366.09	60
GRAND	TOTAL *********										
		4947473	5235713.87	106	73233822	49251712.55	67	7398966.36	94984045	38333366.09	60

FY 2023 Budget by Classification Report - Summary Listing

4/33/2023

Target for April 2023 is 58%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,187,717	$ -	$ 1,938,269	$ 249,448	89%
CHARGES FOR SERVICES	$ -	$ -	$ (508)	$ 508	100%
INTERGOVERNMENTAL/GRANT	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 5,137	$ -	$ 50,677	$ (45,540)	100%
OTHER SOURCES (NON-REVENUE)	$ 428,824	$ -	$ -	$ 428,824	0%
REVENUE TOTALS	**$ 2,621,678**	**$ -**	**$ 1,988,438**	**$ 633,240**	**76%**
EXPENSE					
SALARIES AND BENEFITS	$ 673,366	$ -	$ 299,768	$ 373,598	45%
OPERATING EXPENDITURES	$ 920,855	$ 117,935	$ 208,241	$ 594,679	35%
CAPITAL OUTLAY	$ 729,835	$ 167,682	$ 255,842	$ 306,311	58%
OTHER SOURCES (NON-REVENUE)	$ 297,622	$ -	$ 173,613	$ 124,009	58%
EXPENSE TOTALS	**$ 2,621,678**	**$ 285,617**	**$ 937,464**	**$ 1,398,597**	**47%**
REVENUE TOTALS	**$ 2,621,678**	**$ -**	**$ 1,988,438**	**$ 633,240**	**76%**
EXPENSE TOTALS	**$ 2,621,678**	**$ 285,617**	**$ 937,464**	**$ 1,398,597**	**47%**
	$ -	**$ (285,617)**	**$ 1,050,974**	**$ (765,357)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	51,086	113,491.28	222	1,827,050	1,939,468.56	106	2,082,485	143,016.44
23 02	DELINQUENT TAX	0	1,394.17-		0	1,104.60-		0	1,104.60
23 03	PENALTIES	0	130.53-		0	95.04-		0	95.04
23 04	TAX CERTIFICATES	11,692	.00		46,768	.00		105,232	105,232.00
23 *	STORMWATER	62,778	111,966.58	178	1,873,818	1,938,268.92	103	2,187,717	249,448.08
325 **	SPECIAL ASSESSMENT	62,778	111,966.58	178	1,873,818	1,938,268.92	103	2,187,717	249,448.08
320 ***	OTHER PERMITS & FEES	62,778	111,966.58	178	1,873,818	1,938,268.92	103	2,187,717	249,448.08
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10 05	SAVE OUR INDIAN RVR LAGN	0	.00		0	.00		0	.00
10 *	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
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	281.25-		0	507.69-		0	507.69
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	0	281.25-		0	507.69-		0	507.69
343 **	PHYSICAL ENVIRONMENT	0	281.25-		0	507.69-		0	507.69
340 ***	CHARGES FOR SERVICES	0	281.25-		0	507.69-		0	507.69
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	3,601.44		4,737	22,189.65	468	4,737	17,452.65-
10 02	INVESTMENT INTEREST	0	568.43		0	1,097.82		0	1,097.82-
10 10	SBA	0	17.38		0	104.88		0	104.88-

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
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 *	INTEREST	0	4,187.25		4,737	23,392.35	494	4,737	18,655.35-
30 00	NET INC/DEC FMV INVESTMNT	0	3,648.98		0	5,018.34		0	5,018.34-
40 00	GAIN/(LOSS) SALE INVEST	0	595.89-		0	1,104.55-		0	1,104.55
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	595.89-		0	1,104.55-		0	1,104.55
361 **	INTEREST & OTHER EARNINGS	0	7,240.34		4,737	27,306.14	576	4,737	22,569.14-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	20,387.50		0	20,387.50-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	20,387.50		0	20,387.50-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	33	614.01	1861	231	2,983.52	1292	400	2,583.52-
369 **	OTHER MISC REVENUES	33	614.01	1861	231	2,983.52	1292	400	2,583.52-
360 ***	MISCELLANEOUS REVENUES	33	7,854.35	3801	4,968	50,677.16	1020	5,137	45,540.16-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	36,717	.00		245,230	.00		428,824	428,824.00
99 *	BALANCE FORWARD	36,717	.00		245,230	.00		428,824	428,824.00
389 **	NON OPERATING SOURCES	36,717	.00		245,230	.00		428,824	428,824.00
380 ***	OTHER SOURCES(NON-REV)	36,717	.00		245,230	.00		428,824	428,824.00

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
380	OTHER SOURCES(NON-REV)								
389	NON OPERATING SOURCES								
FUND TOTAL	STORMWATER UTILITY	99,528	119,539.68	120	2,124,016	1,988,438.39	94	2,621,678	633,239.61

REPORT SELECTIONS

Fiscal year . . . . . : 2023
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

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	34152	28113.63	82	239064	196182.00	82	.00	409835	213653.00	48
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	34152	28113.63	82	239064	196182.00	82	.00	409835	213653.00	48
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	573	799.96	140	4011	3937.65	98	.00	6887	2949.35	57
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	573	799.96	140	4011	3937.65	98	.00	6887	2949.35	57
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	70	.00	0	490	480.00	98	.00	840	360.00	57
20 **	CLOTHING/SHOE ALLOWANCE	70	.00	0	490	480.00	98	.00	840	360.00	57
21-00	FICA TAXES	2630	2208.17	84	18410	15179.99	83	.00	31561	16381.01	48
21 **	FICA TAXES	2630	2208.17	84	18410	15179.99	83	.00	31561	16381.01	48
22-00	RETIREMENT CONTRIBUTIONS	3792	3443.60	91	26544	23816.60	90	.00	45510	21693.40	52
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3792	3443.60	91	26544	23816.60	90	.00	45510	21693.40	52
23-00	INSURANCES	119	108.14	91	833	693.39	83	.00	1437	743.61	48
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	9216	5814.36	63	64512	40088.36	62	.00	110599	70510.64	36
23-07	DENTAL INSURANCE	353	231.72	66	2471	1557.86	63	.00	4241	2683.14	37
23-08	VISION INSURANCE	70	48.30	69	490	310.41	63	.00	840	529.59	37
23-09	LONG TERM DISABILITY	121	109.36	90	847	701.27	83	.00	1462	760.73	48
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

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
23-11	FSA CHILDCARE	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
23 **	INSURANCES	9879	6311.88	64	69153	43351.29	63	.00	118579	75227.71	37
24-00	WORKER'S COMPENSATION	4412	2002.73	45	30884	14220.15	46	.00	52954	38733.85	27
24 **	WORKER'S COMPENSATION	4412	2002.73	45	30884	14220.15	46	.00	52954	38733.85	27
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	600	400.00	67	4200	2600.00	62	.00	7200	4600.00	36
27 **	BENEFIT OFFSET	600	400.00	67	4200	2600.00	62	.00	7200	4600.00	36
31-00	PROFESSIONAL SERVICES	18118	5001.02	28	137598	21714.96	16	87566.43	228187	118905.61	48
31-01	LEGAL EXPENSES	41	.00	0	287	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	18159	5001.02	28	137885	21714.96	16	87566.43	228687	119405.61	48
34-00	CONTRACT SERVICES	5260	2985.14	57	71918	48546.83	68	8955.43	98221	40718.74	59
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	5260	2985.14	57	71918	48546.83	68	8955.43	98221	40718.74	59
39-00	CONTINGENCY	25670	.00	0	179690	.00	0	.00	308049	308049.00	0
39 **	CONTINGENCY	25670	.00	0	179690	.00	0	.00	308049	308049.00	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	0	45.30	0	2076	317.13	15	1758.85	2076	.02	100
41 **	COMMUNICATION	0	45.30	0	2076	317.13	15	1758.85	2076	.02	100
42-00	POSTAGE & FREIGHT	41	.00	0	287	36.71	13	.00	500	463.29	7
42 **	POSTAGE & FREIGHT	41	.00	0	287	36.71	13	.00	500	463.29	7
43-00	ELECTRIC/WATER/SEWER	204	1003.91	492	13980	6131.63	44	5667.32	15000	3201.05	79

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
43 **	ELECTRIC/WATER/SEWER	204	1003.91	492	13980	6131.63	44	5667.32	15000	3201.05	79
44-00	RENTALS AND LEASES	208	995.00	478	1456	995.00	68	.00	2500	1505.00	40
44 **	RENTALS AND LEASES	208	995.00	478	1456	995.00	68	.00	2500	1505.00	40
45-00	INSURANCE	3642	.00	0	10926	10982.62	101	.00	14568	3585.38	75
45 **	INSURANCE	3642	.00	0	10926	10982.62	101	.00	14568	3585.38	75
46-00	REPAIRS & MAINTENANCE	2755	13676.43	496	65137	65564.49	101	8386.85	78914	4962.66	94
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	8976	5666.28	63	62699	14351.61	23	3583.49	107592	89656.90	17
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	11731	19342.71	165	127836	79916.10	63	11970.34	186506	94619.56	49
47-00	PRINTING & BINDING	41	.00	0	287	219.44	77	.00	500	280.56	44
47 **	PRINTING & BINDING	41	.00	0	287	219.44	77	.00	500	280.56	44
49-00	OTHER CHARGES & OBLIG.	22	.00	0	154	3092.19	2008	70.20	267	2895.39-1184	
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	774.93-	0	0	1772.50-	0	.00	0	1772.50	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	774.93-3522-		154	1319.69	857	70.20	267	1122.89- 521	
51-00	OFFICE SUPPLIES	41	.00	0	287	89.46	31	.00	500	410.54	18
51 **	OFFICE SUPPLIES	41	.00	0	287	89.46	31	.00	500	410.54	18
52-00	OPERATING SUPPLIES	933	86.68	9	6531	2179.80	33	1821.57	11203	7201.63	36
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	3426	1889.44	55	23982	32136.32	134	.00	41118	8981.68	78
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	4359	1976.12	45	30513	34316.12	113	1821.57	52321	16183.31	69

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
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	0	.00	0	650	650.00	100	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	0	.00	0	650	650.00	100	.00	750	100.00	87
55-00	TRAINING	400	.00	0	2682	1395.52	52	125.00	4800	3279.48	32
55 **	TRAINING	400	.00	0	2682	1395.52	52	125.00	4800	3279.48	32
56-15	IT-RELATED OPERATING EXP	438	230.00	53	564	1610.00	286	.00	2760	1150.00	58
56 **	TECHNOLOGY SYSTEMS	438	230.00	53	564	1610.00	286	.00	2760	1150.00	58
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	325311	10764.60	3	654045	226779.77	35	118333.48	631358	286244.75	55
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	325311	10764.60	3	654045	226779.77	35	118333.48	631358	286244.75	55
64-00	MACHINERY & EQUIPMENT	2229	.00	0	87327	29062.42	33	49349.00	98477	20065.58	80
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	2229	.00	0	87327	29062.42	33	49349.00	98477	20065.58	80
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
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	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	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0

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
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	0	24801.83	0	297622	173612.81	58	.00	297622	124009.19	58
94 **	INTERFUND TRANSFER	0	24801.83	0	297622	173612.81	58	.00	297622	124009.19	58
FUND 423	TOTAL *********										
	STORMWATER UTILITY	454101	109650.67	24	2014600	937463.89	47	285617.62	2621678	1398596.49	47
GRAND	TOTAL *********										
		454101	109650.67	24	2014600	937463.89	47	285617.62	2621678	1398596.49	47

Legislation Details (With Text)

File #:	23-327	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/16/2023			**In control:**	City Council
On agenda:	5/23/2023			**Final action:**	
Title:	City Council Monthly Report, May 1-18, 2023. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report template (1).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 16, 2023
Agenda Date: May 23, 2023
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
City Council Monthly Report, May 1-18, 2023.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

City Council Monthly Report, May 1-18, 2023.

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To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: May 1 - May 18, 2023

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 29 received/ 24 closed out/ $131.95 collected
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
  - 23-005: Backflow Technician, Utilities/Water Field Operations
  - 23-052: Dispatcher/Communications Officer, Police/Communications
  - 23-060: Facility Attendant (Part-Time), Comm & Economic Dev/Leisure Services
  - 23-070: Fleet Technician II, Public Works/Fleet
  - 23-050: Firefighter (EMT), Fire/Operations
  - Heavy Equipment Operator, Utilities/Water Field Operations
  - 23-053: Industrial Electrician I, Utilities/Sewer Field Operations
  - 23-018: Industrial Electrician I/II, Utilities/Sellers Wastewater Plant
  - 23-071: Industrial Electrician I/II, Utilities/Dyal Water Treatment Plant
  - 23-046: Instrumentation Technician, Utilities/Dyal Water Treatment Plant
  - 23-006: Maintenance Worker I, Utilities/Water Field Operations
  - 23-035: Maintenance Worker I, Utilities/Sewer Field Operations
  - 23-032: Maintenance Worker II – Grounds, Public Works/Grounds
  - 23-004: Maintenance Worker II, Public Works/Stormwater & Streets
  - 23-049: Police Officer, Police/Administration
  - 23-011: Police Officer Trainee, Police/Administration
  - 23-031: Utility Mechanic I-Sellers, Utilities/Sellers
  - 23-045: Utility Mechanic I-WFO, Utilities/Water Field Operations

- New employees
    - Brian Elliott – Certified Operator “A” License, Utilities/Sellers Wastewater Plant, May 1, 2023 (Rehire)
    - Liam Corbley – Police Officer Trainee, Police/Administration, May 15, 2023
    - Christian Pyne – Police Officer Trainee, Police/Administration, May 15, 2023
    - Shawn Wedlowe – Police Officer Trainee, Police/Administration, May 15, 2023
    - Kimberley Ross – UT Administrative Coordinator, Utilities/Administration, May 15, 2023
- Recent promotions
    - Jason Sharp – Sr Backflow Technician, Utilities/Water Field Operations, May 1, 2023
    - Christopher Horn – Backflow Technician, Utilities/Water Field Operations, May 1, 2023
- Key retirements
    - N/A

Communication and Economic Development

- New news releases:
    - For the 5th Year in a Row, Cocoa has been Awarded the Distinguished Budget Presentation Award
    - City of Cocoa First Responders Receive Equipment Grant from Firehouse Subs Public Safety Foundation
- Media Stories
    - TRAFFIC ADVISORY: City of Cocoa Announce Single Lane Road Closures Starting May 9
    - Old Cocoa fire station now serves as central hub for Family Promise of Brevard, others
    - Cocoa Police Department Honors Orlando Magic Hall of Famer Nick Anderson with Key to the City
    - Cocoa Police Receives $17,020 Grant from Firehouse Subs Foundation for Four Interceptor Electric Bicycles
    - City of Cocoa Awarded Distinguished Budget Presentation Award for Fifth Year in a Row
- Upcoming Events:
- Social media/e-newsletter statistics
    - Facebook
        - Post reach: 36,478
        - Post engagement: 9,549
        - Followers: 14,875
    - Twitter
        - Impressions: 2,258
        - Followers: 3,044
    - LinkedIn

        - Post impressions: 1,011
        - Followers: 1,071
    - NextDoor
        - Impressions: 7,071
        - Members: 4,006
    - March e-newsletter (Sent 3/6/23)
        - Sent to 663 contacts
        - 48% open rate (average open rate for e-mail marketing in 2022 is 17%)
    - Next printed FYI Newsletter mails July 1, 2023.
- Upcoming special events at Leisure Services facilities:
    - **18th Annual Memorial Day Parade and Tribute**
        - May 29, 2023, 4-7pm
        - Cocoa Village and Riverfront Park
    - **Juneteenth**
        - June 10, 2023, 10-5pm
        - Riverfront Park
    - **Independence Day Celebration with a FREE Concert from the Brevard Symphony Orchestra**
        - July 4, 2023, 7-9:30pm
        - Riverfront Park
    - **Trevor Hall and the Great In-between with Special Guest The California Honeydrops**
        - July 14, 2023, 5-10:30p
        - Riverfront Park
    - **Dog Days of Summer: K9 Copper Paw-o-graph Session and Family Movie in the Park**
        - July 21, 2023, 6:30-9pm
        - Riverfront Park
    - **HCVMS Christmas in July Sip and Stroll**
        - July 29, 2023, 5-9p
        - Cocoa Village

Community Services - update 4/6/2023

- Major project updates
    - Cocoa Grand Apartments ~99% complete
    - Integra Apartments ~90% complete
    - Cirrus Apartments ~65% complete
- New businesses –March 22 – April 6, 2023
    - D1 – 8
        - Hitman Precision Firearms – 150 N. Wilson Ave.
    - D2 – 0
    - D3 – 0
    - D4 – 0
    - 1 Full Time / 0 Part Time employees added City-wide

- Permit/Inspection stats
    - 402 permits issued in 2023
    - 1,297 inspections in 2023
    - 90 permits under review
- Large Scale Land Development Applications
    - Adamson Creek Phase 2

Finance

- Bid issued for hotel developers that closes on 4/18.
- GFOA has awarded the Certificate of Achievement for Excellence in Financial Reporting. for the FY21 ACFR to the City. There were minimal comments for improvement.
- Annual audit is being performed.
- Financial statements will be issued at the end of March/beginning of April.
- Final TRIM hearing on 9/27 City Council meeting for FY23 budget adoption.
- Florida Government Finance Professionals week 3/20-3/24.
- Payroll is working with Telestaff & the Fire Department to convert Fire Department payroll.
- Payroll reconfigured payroll for the Police Department change in scheduling.
- Final change of hurricane payroll was processed 2/28/23.
- Budget module is open for department input of FY24 budget requests.

Fire Department

- Call stats (Fire/EMS)
- Inspection stats
    - Annual Fire Inspections: 72
    - New Business Fire Inspections: 3
    - Re-Inspections Completed: 91
    - New Construction Insp: 10 (1 AES Final, 2 Fire Alarm Rough-In, 3 Life Safety/Fire Finals, 1 Fire Sprinkler Final, 1 Hood Inspection, 2 Underground Line Inspection)
    - Knox Box Installations: 4
    - Fire Investigation: 2
    - Code Investigation-Complaints: 2
    - Public Education Outreach: 1 (Guardian MFG & Pinnacle Ozone Solutions Fire Extinguisher Training)
    - Meeting-Consultation: 4
    - Const. Plan Review: 21
    - Site Plan Review: 4
    - Total Inspections: 213
    -

Information Technology

- Project updates/highlights
    - PD Server hardware successfully upgraded
    - ITB for replacement Storage Area Network (SAN) closed and bids were opened
    - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
    - 86 open helpdesk tickets
    - 479 new tickets opened in last 30 days
    - 462 tickets closed/resolved in last 30 days
    - 4844 tickets opened in last 365 days

Police Department Updated 2/2/23

- Activity/Event highlights
    - Mobile Crisis Co-Responder 3/27
    - Planning meeting with LCC for Cops and Kids 3/30
    - HOME Task Force meeting reference MOU for Opioid response 3/31
    - CPD Award Ceremony 4/5
    - Emma Jewel Guest Character Breakfast 4/6
- New project/training updates
    - Honor Guard training 3/24
    - Lt. Roman attended ELI class 3/30-3/31
    - Commander Marchica attending SPI Louisville Kentucky
    - K-9 Training 4/5
- Chief's walk highlights
    - District 3 East and West Malory Court

- Community engagement highlights/events
    - Britt Children's Academy 3/21
    - Planning for Cops and Kids
    - Assisted patrol with CFS
    - Character Breakfast at Emma Jewel

- Call stats-Crime Stats: Date Range: January 1, 2023-April 4, 2023 (For comparison purposes January 1, 2022- April 4, 2022, data is also included)

- Property Crimes Offenses have increased by 5%.
- Violent Crime Offenses decreased by 18% compared to YTD 2022.
- Overall, crime offenses have increased by 2%.
- Calls for Service increased 11% (17,589 in 2022 compared to 19,557 in 2023)

- Code Enforcement stats/highlights/Activity:

Active Cases	92
Complied Cases	77
Code Board Cases scheduled for	14

Snipe Signs Pulled	28

Highlights:

- Had the owner through Code Action clean and clear the vacant land on Fiske next to 517 S Fiske Blvd.
- Cleaned a Homeless Camp at E St. and the Rail Road Tracks, 200 N Cocoa Blvd. Removed homeless, abandon boats, and trash
- Swept Byrd Plaza & Byrd Plaza Mobile Home Park this generated a large number of cases.

Other Mentions:

- None

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – The City is seeking additional federal funding due to the bid price
  - Parks Projects
    - Junny Rios – Out to Bid
    - Provost – No Bids
    - Stradley – No Bids
  - Day Slip Demolition completed
- Work order stats (received/closed)
  - 101 received
  - 95 closed
  - Residential Bulk Green Waste Requests: 75
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
  - FDOT
    - SR 524 PD&E Study (437983-1) – In Progress
    - SR 501 Safety Project (447085-1) – Construction June 2023
    - SR 528 Widening and Reconstruction (407402-3) – In Design
    - SR 520 Safety Project Cox to Aurora (445689-1) - Construction July 2023
    - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
  - Brightline/FEC
    - Testing is in progress

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations - April
    - Issued Work Orders – 1,050
    - Completed Work Orders – 1,155
    - Hydrants Flushed – 271
    - Valves Exercised – 492
    - Utility Locate Requests – 2,235