City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, May 9, 2017

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 17-189 Approve the Agenda for the Regular meeting of May 9, 2017, as presented or with amendments.

Attachments: 05-09-17.pdf

MINUTES:

II.2(a) 17-190 Approve the Minutes for the Regular meeting of April 11, 2017, as written or with amendments.

Attachments: 04-11-17 Minutes.pdf

II.2(b) 17-191 Approve the Minutes for the District 1 Town Hall meeting held on April 18, 2017, as written or with amendments.

Attachments: 4-18-2017 Minutes District_1 Town Hall Meeting.pdf

District 1 Town Hall Meeting Presentation.pdf

III. AWARDS AND PRESENTATIONS:

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

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

Attachments: Proclamation

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

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

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

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

Attachments: Res SS - Solar-Bee Aerators
Fully Executed SS-UT-MEDORA CORP-04-10-2017.pdf
Quote $118,285.pdf
Res Budget Amendment - Aerators
BAF-UT-PURCHASE 3 MIXERS-SOLE SOURCE (5-9-17)~ Agenda 17-163.pdf
warranty-information-sb-series-equipment-151-20161118

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

Attachments: TO-UT-CH2MHILL (2017-81) 4.19.2017 -- $129178
Cocoa SCADA SW Clearwell Automation SOW 041117 (002)

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

Attachments: Final Pre-Development Utility Easement Relocation Agreement.pdf
2016-103 (Vacating a portion of Stone Street).pdf

VI. PUBLIC HEARINGS:

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

Attachments:
- Public Hearing Ad for May 9, 2017
- 1 FY2017-2018 Action Plan cover
- 2 SF424 2017
- 3 FY17-18 Action Plan
- 4 Appendix Consolidated Plan Certifications
- 5 Appendix Maps

VII. COUNCIL BUSINESS:

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

Attachments:
- Code Enforcement Lien Reduction Agreement - approved by CEB
- Lien Reduction Application 909 School Street

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

Attachments:
- 04_25_17 Bruce Gilmore Reappointment paperwork.pdf
- 04_25_17 Gilmore Consideration letter.pdf
- BOA Roster.pdf

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

Attachments:
- Wesley Park application.pdf
- Wesley_Park_Resume.pdf
- 04_25_17 Park Consideration letter.pdf
- UAB Roster.pdf

VIII. CITY BUSINESS:

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

Attachments:
- Change Order #1 $149,600.pdf
- Exhibit B.pdf
- Fully Executed Task Order #35.pdf
- COI 01-2018.pdf
- Scope of Services.pdf
- Budget Resolution FY 2017
- BAF-UT-CDM Smith T.O. 2017-35.1 (05-09-2017)~ Agenda 17-161.pdf
- TO-UT-CDM-Task Order #2017-35-1-04-10-2017-$149600.pdf
- Exhibit A.pdf

VIII.2 17-162 Approve Amendment 1 to Task Order 2017-33 (Change Order #1 to P.O. 69955) with CDM Smith, Inc., Maitland, Florida, to Cover Additional Expenses to Extend the Construction Administration Services for the Sellers Water Reclamation Facility MCC and Conduit Replacement, Project No. WS1222; To Approve a Resolution Amending the FY2017 Budget. (Utilities Director)

Attachments:
- C-O #1 $25,000.pdf
- Exhibit A.pdf
- Fully Executed T-O.pdf
- Res Budget Adjustment - FY 2017
- BAF-UT-CDM Smith-Project Transfer (5-9-17)~Agenda 17-162.pdf
- TO-UT-CDM-Task Order #2017-33-1-04-10-2017-$25000.pdf

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

Attachments:
- W&J Proposal
- Res Project Contingency - FS #3
- Res Budget Amendment - FS #3
- BAF-UT-Fire Station #3 (5-9-17)~ Agenda 17-176.pdf
- Bid Documents.pdf

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

Attachments: Draft Resolution to Adopt and Implement Performance Measures.docx

MULTI-YEAR CONTRACTS:

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

Attachments: 5th Amendment to Purchase Agreement

Agreement for Water Resource Consultant Services.pdf

IX. INFORMATIONAL AGENDA:

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

Attachments: Cocoa March 2017 Dashboard

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	17-189	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/24/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of May 9, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-09-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2017
Agenda Date: May 9, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of May 9, 2017, 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:

Approve the Agenda for the Regular meeting of May 9, 2017, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: May 9, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

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

III. AWARDS AND PRESENTATIONS:

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

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

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

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

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial*

items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card.

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V. CONSENT AGENDA:

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

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

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

VI. PUBLIC HEARINGS:

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

VII. COUNCIL BUSINESS:

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

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

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

VIII. CITY BUSINESS:

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

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

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

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

MULTI-YEAR CONTRACTS:

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

IX. INFORMATIONAL AGENDA:

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

X. REPORTS:

Advisory Boards and Committees

City Administration
City Attorney
City Manager
City Council

XI. ADJOURNMENT.

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Legislation Details (With Text)

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Type:	Minutes			**Status:**	Minutes
File created:	4/24/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of April 11, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-11-17 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2017
Agenda Date: May 9, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of April 11, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of April 11, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

April 11, 2017

A Regular City Council meeting was held on Tuesday, April 11, 2017 in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:00 p.m.

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

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Lora Howell, Acting Finance Director; Ed Wegerif, Public Works Director; Jonathan Lamm, Deputy Fire Chief; Jason McCuen, Helpdesk Support Tech; Larry Lallo, Economic Development Manager; and Kristen Eick, Assistant City Attorney.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of April 11, 2017 (17-142)
2. Minutes: (a) Regular Meeting of March 14, 2017 (17-145)

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the Agenda for the Regular meeting of April 11, 2017, and the Minutes for the Regular meeting of March 14, 2017 as written.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Proclamation recognizing the month of April, 2017 as "Florida Water Professionals Month". (17-146). (Utilities Director)

Mr. Walsh read the Proclamation into the record recognizing April, 2017 as “Florida Water Professionals Month.”

IV. DELEGATIONS:

Larry Sinclair, 1052 Mitchell Street, Cocoa, advised that they had closed on two more properties in Broadmoor Acres earlier today. He will be working with the City in order to get plans drawn and they had committed builders. He also mentioned that the second annual raffle was coming up and that were some great prizes that have already been donated. All money from ticket sales would stay in Broadmoor Acres in order to improve the community.

Rev. Charles McGrath, 3518 East Roundtree Drive, Cocoa, and a City employee spoke about the improvements to Cocoa. He mentioned that he would like to see a light between Cypress and Bristol Streets so that the school zone would be lit up better. It was the Endeavor Elementary school zone. He believed that they needed at least five lights and appreciated any help.

After questions were posed by councilmembers regarding the exact locations, Mr. McGrath clarified the location was on the end of Cypress by Pineda.

Councilwoman Warner agreed that there was no sidewalk on one side, so children had to walk on the opposite side of the street on their way to school.

Mayor Parrish mentioned that they were looking into a joint venture with the county. Mr. Wegerif advised that they could get with FPL to have more lighting installed, but pointed out that they would possibly have to come back to Council for approval. He assured him that this would be looked into.

Mayor Parrish would like to go out at night and look at the site. Assistant City Manager Fuhrer assured Mr. McGrath and Council that they would look at options and noted some concerns. It would be evaluated to see what could be done.

Assistant City Manager Fuhrer further advised that he and Mr. Wegerif had met with the school and formed a sidewalk network in that neighborhood in hopes of making it safer for children.

Bob Harvey, 29 Riverside Drive, Cocoa, spoke in regards to the Broadmoor Acres project. He thanked the City for their efforts and the Chief for patrolling the neighborhood. This was neighbors helping neighbors and they were very appreciative of those coming on board to help. They were looking for those willing to make donations, hold mortgages, or even build. It was very rewarding to see these residents becoming homeowners, especially when they are paying less for a mortgage then they were with rent.

Additionally, he was aware that staff with busy and things move slowly, but he asked if the City could look into expediting the handover of Lee Wenner Park to the City and clean up the bike path. There were a lot of citizens willing to help clean it up and it would be a great opportunity to take advantage of the help.

In response to his concerns, Assistant City Manager Fuhrer advised that they did not yet have a final agreement from the County but were close. He mentioned that nothing was stated that said that the City could not ask the County if cleanup efforts could begin.

Mayor Parrish felt that should be looked into. Deputy Mayor Boisvert asked if there was a time frame. Assistant City Manager Fuhrer advised that hopefully it would be done shortly.

V. CONSENT AGENDA:

1. Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services utilizing the City of Clermont Contract No. 2011-40 effective July 11, 2016 through July 11, 2017; Authorize a Budgeted Expenditure for these Services not to Exceed $214,175. (17-131). (Utilities Director)

2. Approve the First Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services. (17-132). (Utilities Director)

3. Approve a Budget Resolution adjusting the FY17 budget to transfer funds from the Police Department back to the Community Services Department. (17-133). (Community Services Director)

4. Award Bid #B-17-06-COC, Riverfront Park Border Tile Paver Repairs (PW11RB), to C & D Construction, Inc. of Cocoa, FL, in the amount of $99,000, for the repair of the Riverfront Park ribbon curbing and concrete steps; Approve a resolution authorizing the City Manager to approve change orders not to exceed $2,000. (17-141). (Public Works Director)

5. Approve resolutions requesting the Florida Department of Transportation (FDOT) to convey two parcels of land adjacent to US #1 to the City of Cocoa to be used for “Public Purpose”. (17-148). (Public Works Director)

6. Authorize a Purchase Order to Vericon Construction Company for construction of SR520 Interim Safety Improvements (Project PW1505) as a Sole Source Purchase in the amount of $93,881; Approve a Resolution authorizing Change Orders in an amount not to exceed $5,000. (17-149). (Public Works Director)

*** MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 05-2017/ 2nd and Final Reading: Amending the Zoning Map designation of 5 parcels totaling 11.54 acres, more or less, from C-N (Neighborhood Commercial) to C-G (General Commercial) and 9 parcels totaling 15.32 acres, more or less, from C-R (Restricted Commercial) to C-G (General Commercial). (17-147). (Community Services Director)

Attorney Garganese read Ordinance No. 05-2017 into the record by title only, as follows. He advised that this was the second and final hearing, and a quasi-judicial item.

ORDINANCE NO. 05-2017

AN ORDINANCE OF THE CITY COUNCIL OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FIVE (5) PARCELS OF REAL PROPERTY TOTALING 11.54 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF CLEARLAKE ROAD AND NORTH AND SOUTH OF MICHIGAN AVENUE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM C-N (NEIGHBORHOOD COMMERCIAL) TO C-G (GENERAL COMMERCIAL) AND IDENTIFIED BY THE BREVARD COUNTY APPRAISER AS TAX ACCOUNT NUMBERS 2415964, 2415967, 2416207, 2441054, AND 2458336, AND NINE (9) PARCELS OF REAL ESTATE TOTALING 15.32 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF CLEARLAKE ROAD AND SOUTH OF MICHIGAN AVENUE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM C-R (RESTRICTED COMMERCIAL) TO C-G (GENERAL COMMERCIAL) AND IDENTIFIED BY THE BREVARD COUNTY PROPERTY APPRAISER AS TAX ACCOUNT NUMBERS 2416205, 2442075, 2416206, 2416170, 2455270, 2416203, 2449993, 2450009, AND 2415958; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Parrish opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve Ordinance No. 05-2017 on second and final reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Parrish advised that he received a card after Delegations and was going to allow May Pallay to speak.

May Pallay, 1514 Clearlake Road, Unit #134, provided an update on upcoming events for “A Better Foundation”. A golf program would be held this Saturday and Sunday from 9 am- 4 pm. She assured Council that she would continue to keep them updated about future events.

VII. COUNCIL BUSINESS:

None.

VIII. CITY BUSINESS:

1. Authorize a Purchase Order to be issued to Maxwell Contracting Inc. in the amount of $80,945.00 for the construction of a sidewalk, ADA compliant curb ramps, gravity wall, curbing and pedestrian signal upgrades on Peachtree Street at U.S.1 as part of the East Peachtree Street Water Main Improvement Project (Utility Project No. WS1505) as it relates to the Peachtree Street Complete Streets concept. (17-135). (Public Works Director)

   Mr. Wegerif advised that this was for the Public Works portion of the Peachtree Street project.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve Task Order 2017-18 with Jobear Contracting, Inc. for the Schoolhouse Street Water Main Replacement, Project No. WS17SS; To Approve a Resolution Amending the Fiscal FY2017 Budget; Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $22,995 (10% Contingency). (17-143). (Utilities Director)

   Mr. Walsh presented the item and pointed out that Jobear was a preapproved contractor that the City worked with so a Task Order could be done for the project.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Resolution and contract by use of sole source with the ICMA Center for Public Safety Management to conduct an analysis of law enforcement services for the Cocoa Police Department; Approve a Resolution adjusting FY2017 Budget using General Fund Contingency; and Authorize the City Manager to execute the contract subject to the City Attorney and City Manager finalizing the terms and conditions of the contract with CPSM. (17-151). (City Manager)

Assistant City Manager Fuhrer presented the item, advising that this was directly related to the City's strategic planning efforts. Many things were underway in order to reduce crime throughout the City and this study would provide several outcomes for the City. It was an independent analysis.

He further noted that both he and the City Manager had spoken with other cities who had utilized this group to provide an analysis and they have all been very happy with them. They want to leave nothing unturned in order to decrease the crime rate.

Councilwoman Warner thanked Chief Cantaloupe and City Manager Titkanich for bringing this forward and believed that it would be a great tool, and especially beneficial during the next crime summit. It would help the City address some of the ongoing problems.

Deputy Mayor Boisvert concurred with Councilwoman Warner and believed that the Chief had done a great job on attending functions and being visible to the public.

Councilman Whipple echoed their sentiments. He agreed that this information would be a good thing. He stressed to the Chief that he did not want anyone at the Police Department to feel threatened by them being there doing the assessment. He wanted to make sure that all officers and employees were aware that they were there to help enhance their performance. He fully supported the effort.

Councilwoman Blanco questioned Assistant City Manager Fuhrer about the information that they had reviewed from other cities. In response, Assistant City Manager Fuhrer noted that they were surprised at the detail and information included in the report. They looked at everything including staffing, technology, and intergovernmental resources. He felt confident that an accurate report will be received in order to assist the City in meeting the needs of the citizens.

Mayor Parrish asked Councilwoman Warner about the company that did this approximately fifteen years ago. Councilwoman Warner advised that the company utilized at that time was not nearly as qualified as this group was and

the report was not as extensive. She added that this it would be a learning curve for everyone and a great way to get specifics in order to move forward.

Mayor Parrish thanked Chief Cantaloupe for making the decision to do this. He pointed out that the objective was to see where assets can go and what can be improved or not improved. He felt that the Chief was doing a great job, and it was better than what had been done in many years. He wanted everyone to be prideful in working for the Police Department and to go home safe.

Chief Cantaloupe mentioned that it would be a good tool and good to see the industry changes. Although changes have been made, it would be good to have things even better. They want to provide the best services to the citizens that they can and raise the bar even higher.

Councilwoman Warner advised that from her perspective staffing has not changed from what it was fifteen years ago, although the size and population of the City has increased. She was concerned if there was adequate staffing at the Police Department and felt this report would give them the answers to that.

Mayor Parrish reiterated that he felt good about this.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

4. Authorize the City Manager to execute a Multi-Year Florida Department of Transportation Traffic Signal Maintenance and Operation Order Approval Number 70-C-22 which amends the Traffic Signal Maintenance and Compensation Agreement Contract Number ARX39 for the installation of traffic signal equipment at two locations on SR 524. (17-134). (Public Works Director)

Mr. Wegerif presented the item and advised that the locations were at the Walmart exit and the northbound ramp of I-95. The southbound ramp was being studied. DOT does not maintain the signals but they reimburse for them after they are installed.

To clarify questions posed by councilmembers, Mr. Wegerif advised that the north side had been studied and approved, and the south side was still being

studied. FDOT had to approve it, and he had a strong feeling that it would be approved.

Councilman Whipple mentioned the issues with the lights on SR 520 and asked if traffic flow by Washington St., Fiske Blvd, and Varr St. had been studied. In response, Mr. Wegerif noted that SR 520 was all one unit.

Councilman Whipple believed it was getting worse. Councilwoman Warner agreed.

Mr. Wegerif stated that they could request for FDOT to look into it. Councilman Whipple noted that since the City was growing the traffic flow was going to continue to increase. Councilman Whipple further asked Deputy Mayor Boisvert to bring up this issue at the TPO meeting.

Deputy Mayor Boisvert advised that their next meeting was this Thursday.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Cocoa Police Department District Event Statistics for January and February, 2017. (17-144). (Chief of Police)

X. REPORTS:

Mr. Wegerif advised that Florida Avenue was rapidly progressing and the anticipated completion date was the end of this month. They also have one month to finish up various items.

He further advised that an item was approved under the Consent Agenda regarding SR 520 safety improvements. It would be done in the area of Suntrust Bank.

Lastly, Mr. Wegerif advised that the slab had been poured at Fire Station #1 and walls were going up today, so the project was moving along.

Mayor Parrish asked when Station 2 would begin. In response, Mr. Wegerif advised that they were starting on a site plan and waste had been removed from the site. They were waiting on a final report from the state.

Discussion was held on trains, times, and traffic problems from the trains. Mr. Wegerif advised that they have tried to call FEC in the past regarding the issues, but they have specific operating times and are on their own schedule.

Chief Cantaloupe advised that there was an upcoming Community Watch meeting at the corner of Hillsdale Drive and Westview. Additionally, there was an upcoming event, "Reaching Back into the Community" by the Central Brevard NAACP at Provost Park on Saturday, April 15th. It was an Easter egg hunt (1:15-1:40 p.m.) and 3-on-3 basketball tournament.

Breakfast with the Chief went well and he thanked all of Council for showing up. They raised around $20,000. These funds will go a long way in regards to PAL programs, outreach, etc.

Chief Prince advised that Governor Scott enacted an executive order regarding the wildfires. Kim Prosser was going to the County to have a countywide burn ban put into place and he asked Council to also consider that ban. They were asking not to use anything with sparks and to avoid lighting anything outside.

IT WAS A CONSENSUS OF COUNCIL TO SUPPORT THE COUNTY'S EFFORTS IN A BURN BAN.

Mr. Belden advised that the HCVA car show for this weekend had been cancelled. They will try to put it on again next year.

He introduced the new Economic Development Manager, Larry Lallo, who was from Ohio. He started with the City last Monday.

Mr. Lallo noted he was happy to be here and was enjoying it so far.

Mayor Parrish asked about the fence around the water tower. Mr. Walsh advised that the materials were on order and it would be installed when they were received.

Ms. Gemmati spoke about the Summer Youth Work Program and advised that the application period had been extended through April 24th in hopes of more Cocoa residents applying. The period would be open for a few more weeks,. Students can contact Jana Bauer at CareerSource of go the City's website for more information.

Assistant City Manager Fuhrer announced that the county was hosting a CRA Workshop in the Florida Room in the Viera Government complex on Thursday, at 1 p.m. Any councilmembers who can attend were welcome and City Manager Titkanich would be presenting the CRA basics. Many cities would be represented. He would also be attending.

He further announced that on Wednesday and Friday, April 12th & 14th, the city was hosting a leadership training for supervisors and above. This goes along with the strategic plan and they hoped it would help bring teams together.

The legislative session was quiet this week but he assured Council that they were keeping an eye on things.

Councilman Whipple noted that he had provided Assistant City Manager Fuhrer with information from the SCLC board meeting held last night.

He inquired with staff regarding the rules that apply when homes were torn down. Many of those properties were being used to store items when the land was vacant, such as cars, etc. Businesses were extending their property lines and he would like that to be looked into.

Councilman Whipple spoke of his attendance at several ribbon cuttings during the past week and congratulated Glenn's Tires on 65 years of business in the City. The food and company was good.

He spoke about a new Habitat for Humanity Home and that the ceremony for the new home owner was very touching.

He, along with Deputy Mayor Boisvert and Mayor Parrish attended a ribbon cutting at Tropics Apparel in the village.

In closing, Councilman Whipple believed that the City was moving in the right direction and he planned on attending the CRA meeting at the County on Thursday.

Councilwoman Blanco thanked Chief Cantaloupe and Officer Hattaway for the Community Watch meeting at College Manor. There was a nice turnout and a lot of great input from citizens. She believed that the meetings were doing what they were intended to do. Citizens were beginning to feel comfortable with officers. She requested that the Chief and officers to keep up the good work.

Councilwoman Warner spoke about their attendance at the YMCA Prayer Breakfast. It was a great turnout. She mentioned that at some point it will outgrow the Civic Center.

She further spoke about Breakfast with the Chief and thanked the Dixon Diner for providing real eggs and grits. She provided a special thank you to Mr. Perrone and Mr. Lightholder who worked on the event, in addition to the big sponsor Kel-Tec.

Councilwoman Warner noted that the day before the meeting was the Tour de Force which was a lot of fun. She got to meet family members of some of the fallen officers, who rode for the first time or were there supporting the event.

Lastly, she thanked Chief Cantaloupe for the additional traffic enforcement, especially on U.S. 1. Traffic issues were one of the largest complaints that they receive.

Deputy Mayor Boisvert was impressed with the size of the new fire station and thanked Chief Prince for taking him there.

He advised that new signs were up on S.R. 524 regarding construction and felt that they went up quickly. Mr. Wegerif noted that it was FDOT who was working with the contractors.

Deputy Mayor Boisvert believed that the Crime Watch meetings were good and he attended an event for Telecommunications Week at Lee Burton Park. He reiterated his attendance at ribbon cuttings during the past week.

Councilman Whipple reminded those in attendance that the District 1 Town Hall Meeting would be held on Tuesday, April 18 at 6 p.m. in City Council Chambers. All were invited to voice their opinions or concerns.

Additionally, on Friday, April 14th, Good Friday, he and the Mayor would be attending the "Last Seven Sayings of Christ" at Mt. Moriah AME Church at noon. Anyone was welcome.

Mayor Parrish asked about the status on the sunken boat. In response, Assistant City Manager Fuhrer advised that he had seen information regarding the T-Dock. He noted that a few of the vessels remained docked for more than 48 hours. One of the vessels had mechanical issues and had since been repaired. They were trying to work with the police department and the boating community to address concerns.

Mayor Parrish announced that he and Councilwoman Warner also attended the Telecommunications event.

Mayor Parrish was aware that the City was growing and reminded everyone of the public projects. He advised that budget time was approaching and he wanted to ensure that needs and wants were looked at in addition to short and long term goals. They were looking at getting the Moore Center finished and the Joe Lee Smith Center project pushed along. However, they also needed to look into private/public partnerships for a parking structure and new Civic Center.

Mayor Parrish, being a lover of history, showed a postcard from 1909 of the Hughlett House which was given to him by his mother. He spoke of his admiration of Mr. Hughlett and mentioned that he took four pictures of his house and turned them into postcards and sold them in Cocoa. He was a visionary and a forward thinker.

He relayed this information because he wanted everyone to be mindful about what they were doing and how decisions being made can make a huge difference. They were a part of history like Mr. Hughlett was and he wanted everyone to think about that. He was very appreciative for all of the things happening in Cocoa.

He spoke more about the postcard and believed it was like email was today. Councilwoman Warner agreed and thought it was great PR material for that time period.

IX. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to adjourn the Regular meeting of April 11, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:20 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	17-191	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	4/24/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Approve the Minutes for the District 1 Town Hall meeting held on April 18, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	4-18-2017 Minutes District 1 Town Hall Meeting.pdf District 1 Town Hall Meeting Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2017
Agenda Date: May 9, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the District 1 Town Hall meeting held on April 18, 2017, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the District 1 Town Hall meeting held on April 18, 2017, as written or with amendments

MINUTES

CITY OF COCOA
DISTRICT 1 HALL MEETING

April 18, 2017

A District 1 Town Hall Meeting was held on Tuesday, April 18, 2017 in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Councilman Whipple called the meeting to order at 6:03 pm.

Fire Chief Prince provided the invocation and Police Chief Cantaloupe led the assembly in the Pledge of Allegiance to the United States of America.

Councilman Whipple introduced City Council and welcomed all and advised that persons wishing to speak should fill out a speaker card and limit their comments to three (3) minutes. He advised directors would be providing presentations[1] on their departments.

Present:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Clarence Whipple, Jr.	Councilman
	Matt Fuhrer	Assistant City Manager
	Angela Ferguson	Assistant City Clerk
Absent:	Brenda Warner	Councilwoman
	Jeri Blanco	Councilwoman
	John Titkanich, Jr.	City Manager

Assistant City Manager Fuhrer introduced staff members present:

Ed Wegerif, Public Works Director; Ann Quesada, Accounting Manager; Mike Cantaloupe, Police Chief; Gene Prince, Fire Chief; Steve Belden, Community Services Director; Jack Walsh, Utilities Director; and Tammy Gemmati, Administrative Services Director.

II. Discussion Topics

1. Department Updates

[1] Exhibit A: District 1 Town Hall Meeting, Staff Presentations

Police Chief Cantaloupe reviewed his slides regarding Calls for Service to the Cocoa Police Department highlighting the amount of proactive patrol checks that the officers perform and highlighted some new initiatives:

- Park, Walk and Talk (civic engagement with community and citizens)
- Weekly Community Watch Meetings (provides location specific crime data)
- Aggressive Traffic Enforcement (use of crosswalks and regular radar on U.S 1)
- Internet Sales Exchange Program Location (a safe zone at the Police Department to meet with buyers and sellers)

He also spoke about not encouraging the homeless to loiter in the City by not providing them money and to contact 211 which can provide outreach services to the homeless. He added that it is important to prevent major crimes by locking doors, concealing purses and other valuables out of view of car thieves, and keeping garage closed and locked.

Fire Chief Prince thanked everyone for attending and explained the fire and rescue services that the Fire Department provides to the City highlighting that all firefighters are dual certified as firefighters and EMT's/paramedics. He spoke about the importance of mutual aid between the Cities and how well it works to ensure coverage near borders or during larger occurrences.

Fire statistics were shared and he noted that there is a 15 % increase in calls for service over the last few years and there were 1296 calls for service in the first three months of 2017.

Fire Chief Prince provided the latest developments regarding the construction of the new fire stations. Fire Station 1 walls are going up and should be completed in December 2017 and Stations 2 and 3 are in the permitting stage. He provided the locations of the new stations:

- Station 1: Administration: 114 First Street
- Station 2: 113 Fiske Boulevard (will house a County ambulance)
- Station 3: 2003 Michigan Avenue

Mr. Belden introduced himself and explained the various divisions within Community Services. He highlighted capital projects within District 1:

- Stone Street Streetscape, 90% completed
- Pedestrian Connector from 520 to U.S. 1, contract is in process of being signed.

- Recent Housing Authority Home Purchase
- Regina Myra subdivision, last phase under construction.
- T-dock extension at Riverfront Park
- Wawa, storm water project is almost complete and construction will start soon.

Mr. Wegerif introduced himself and welcomed all. He indicated it has been a very busy year for Public Works and shared new and ongoing projects:

- Fiske Boulevard Improvements to include new drainage and sidewalks.
- Provost Park parking lot
- Bus Stop Shelters, 1st two being City Hall and the Peachtree/Fiske Boulevard.

Mr. Walsh shared the structure and responsibilities of the Utilities department and detailed the potable water and sewer systems. He shared flow statistics for the Dyal and Sellers Plants, as well as work completed by the Field Operations division. He also stated there were 15-20 engineering projects ongoing and that Lift Station #4 at School Street and Fiske Boulevard would be completed in a few months, and that the Peachtree Street East project would be complete by the end of the fiscal year.

Ms. Gemmati spoke about the Summer Youth Program explaining that it was a paid internship for Rockledge and Cocoa High School Juniors and Seniors that reside within the city limits of Cocoa. 22 positions are open and applications can be found on the City's website, in their school's guidance office, or they may reach out to Jana Bauer at CareerSource Brevard.

2. Citizen Input

Norris Park, 1111 Burnham Street spoke about the traffic circle in front of First Baptist Church in the village. He submitted a drawing[2], showing and suggesting that the City "square up" the area and put a four way stop sign at the Rosa L. Jones Boulevard, Brevard Avenue, and John Garren Lane intersection. He indicated that it would rid the area of confusion amongst drivers who do not know which way to go.

Mr. Park also pointed out that Extreme Motors on U.S. 1 is constantly parking cars on the sidewalk and treating it like a parking lot. They are told to move them, and they do, but then they just park the cars back on the sidewalk at a later date. He thought issuing citations may help.

[2] Exhibit B: Drawing, Brevard Ave/Rosa L. Jones/Oak/John Garren

In response, Councilman Whipple assured him that his concerns would be looked in to and follow up would happen.

Alex Goins said he appreciated the hard work of everyone in the City.

He finds it troubling that the traffic light at Blake Avenue and S.R. 520 are lengthy, and felt that there should be a turn signal at Rosa L. Jones and Fiske Boulevard as sometimes he sits in traffic for 8-10 minutes. He added that bright white lights are desired at Blake Avenue and Rosa L. Jones Boulevard so that people walking or waiting for the bus feel safe and criminals are deterred. He also felt that the City should make sure that the trees are cut at the Rosa L. Jones/ Fiske Blvd intersection are trimmed like they are on U.S 1 as that intersection is an entry point to the City as well. Lastly, he expressed that he would like the Police Department's Walk and Talks to be more consistent.

Councilman Whipple thanked Mr. Goins and said beautification is on the books and he will not leave Council without having tended to concerns.

Mayor Parrish stated that he wants it to look good in that corridor.

Larry Sinclair, 1052 Mitchell Street, spoke about issues in Broadmoor Acres and questioned the timeline of the drainage project. He felt it was important to look at the City as a whole, and not just certain sections. He was happy with lighting improvements on Fiske Boulevard and he sees residents taking pride in their neighborhood. He added that there are speeders on Mitchell Street on a regular basis and that perhaps a roundabout would help deter the speeding. By July, he hopes that construction breaks on new homes in Broadmoor Acres.

Councilman Whipple expressed his appreciation to Mr. Sinclair for his compassion to bring up the community, and that he comes with suggestions at Council meetings.

Demetrius Waters, 911 School Street, expressed that he felt insulted by local politicians for the last seven (7) years. He spoke about the afforded civil rights to public accommodation and asked for the resignation of Councilman Whipple. He pointed out that Councilman Whipple was appointed by Council and not elected by the people. He wants to resolve the issue and cited a Florida State Statute to start a referendum to remove Councilman Whipple from office. He added that Council is selected to represent all, not just some.

Councilman Whipple thanked Mr. Waters for his time.

Charles Watson, 1203 Montclair Road, spoke about the dangers of water fluorination. He provided statistics and cited that most countries do not add fluoride to the drinking water, and 90% of European countries do not. He listed side effects that fluoride has on the body and mind.

Councilman Whipple asked Mr. Walsh to contact Mr. Watson to follow up on his concerns.

Deputy Mayor Boisvert thanked everyone for their comments and for being present.

Councilman Whipple said he was happy to be back and he is not going anywhere. He will move on in a positive manner. He thanked everyone in attendance.

Assistant City Manager Fuhrer shared that City Manager Titkanich is in Tallahassee advocating on current legislative issues.

Mayor Parrish was happy to see a great showing of people. There are many opportunities in the City for residents and businesses. He reminded everyone to speak highly of the City.

He mentioned the new Wawa that will be built, the Stone Street project, and the addition of about thirty (30) on street new parking spots in the village area. It was affirmed that Moore Center was coming along. Support for the All Aboard station being located in Cocoa was expressed and he indicated it was a good possibility and if Cocoa was chosen it would be at the corner of Rosa L. Jones Drive and U.S. 1.

Mayor Parrish felt Cocoa had the best downtown and thought everyone should use it. He expressed that before his term is up he wants to make sure all jobs in all districts are completed.

III. ADJOURNMENT:

*** The Town Hall Meeting adjourned at 7:08 pm.**

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk
(Transcribed by A. Ferguson, Assistant City Clerk)

District 1 Town Hall Meeting

Councilman Clarence Whipple, Jr.

EXHIBIT A: DISTRICT 1 TOWN HALL MEETING STAFF PRESENTATIONS

Deputy Mayor Don Boisvert – District 3

Council Member Clarence Whipple, Jr. – District 1

Council Member Brenda Warner– District 2

Council Member Jeri Blanco – District 4

City Manager - John A. Titkanich, Jr.

April 18, 2017

Cocoa Police Department





Mike Cantaloupe
Police Chief

COCOA
FLORIDA

2017 Calls for Service

- The Cocoa Police Department answered a total of 13,508 calls for service from January 1 to April 13, 2017
- 9,872 Reported calls for service
- 3,636 Proactive Patrol Checks

New for 2017

- Proactive enforcement (Hot Spots)
- Park, Walk and Talk
- Weekly Community Watch Meetings
- Aggressive Traffic Enforcement
- Internet Exchange Program
- Homeless
- Majority of Crimes are Crimes of Opportunity we want to limit the opportunities

Cocoa Fire Department





Gene Prince
Fire Chief

COCOA
FLORIDA

Cocoa Fire Department

Services

- Fire Suppression
- Fire Safety Education and Prevention
- Advance Life Support (ALS) Medical Services
- Hazardous Materials Response
- Mutual-Aid and Auto-Aid with Rockledge and Brevard County

Rescue

- 42 Emergency Response Personnel
- Each member is dual certified as a Firefighter and an EMT or Paramedic
- Four personnel in Fire Administration
- 3 Fire Stations

Fire Rescue Calls For Service

2017 - 1296 - First 3 months

2016 - 5297 - 9% increase over 2015

2015 - 4866 - 6% increase over 2014

2014 - 4570 - 6% increase over 2013

2013 - 4308

Current Cocoa Fire Stations

Current

- Administration & Station 1
  - 114 First Street
- Station 2
  - 113 Fiske Boulevard
- Station 3
  - 2003 Michigan Avenue
- Ambulances are operated by Brevard County and are located in West Cocoa, Rockledge, Canaveral Groves & Merritt Island





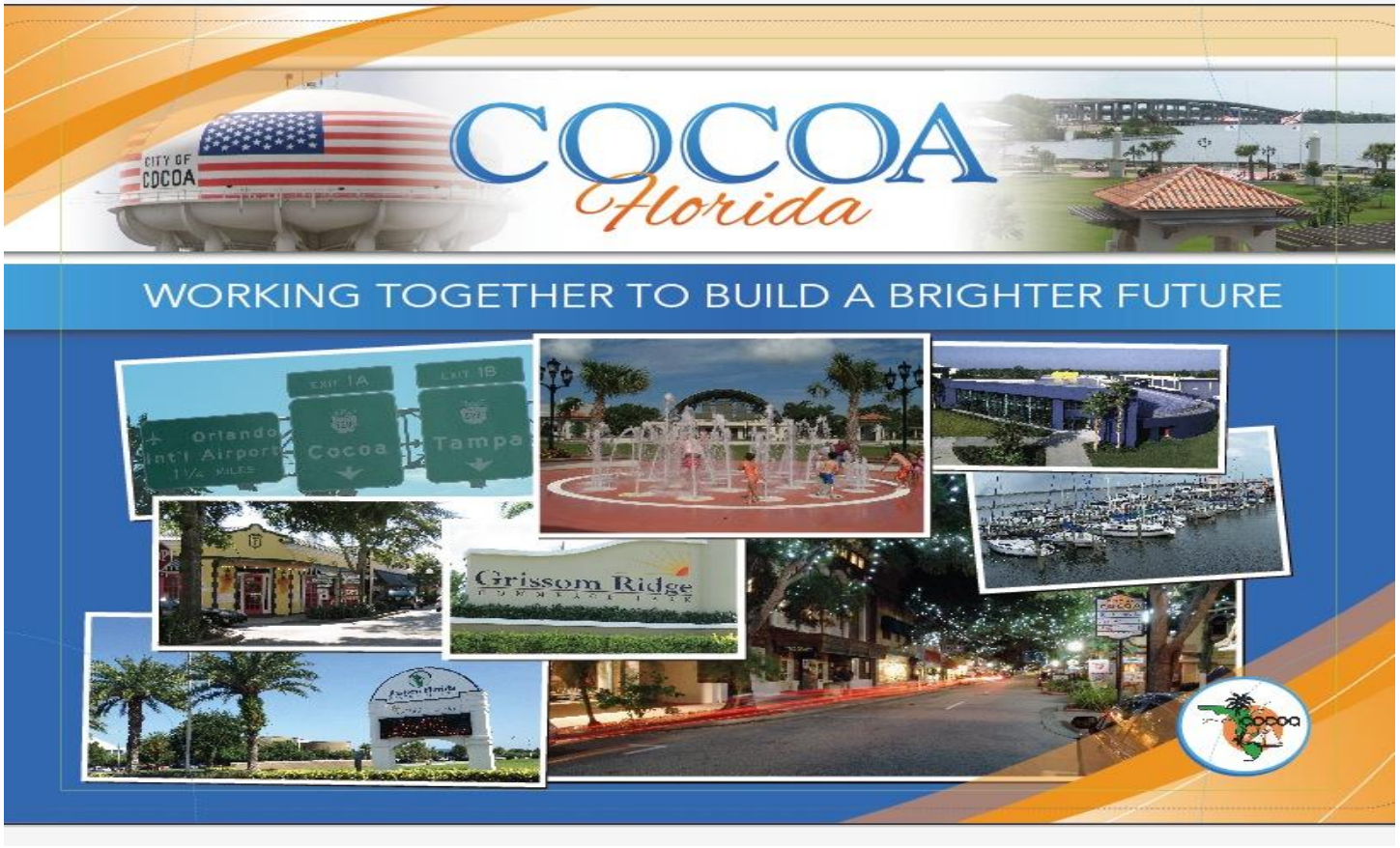




New

- Fire Station 1
- Located on Dixon Boulevard just west of Clearlake
- Will house Fire Administration and one Fire Engine Personnel
- Completion date is December of 2017
- Stations 2 and 3 are in permitting stage

Community Services Department



Steven Belden, AICP
Community Services Director

Community Services Department

- Stone Street Streetscape
  - East end at railroad terminus to Fiske Boulevard
- Pedestrian Connector
  - Lee Wenner Park to north side of SR 520
- Housing Authority of the City of Cocoa Lots
  - City of Cocoa purchased lots owned by the Housing Authority of the City of Cocoa to build approximately 28 low to moderate income single-family housing

Community Services Department

- Regina Myra Subdivision
  - Construction of single family homes on the last four lots currently underway
  - Low to moderate income qualified homeowners
- Future Wawa
  - Future Wawa – Located at the southeast corner of West King Street and Fiske Boulevard
  - Anticipated open date fall 2017

Public Works Department



Ed Wegerif, P.E.
Public Works Director

COCOA FLORIDA

Public Works Department

- SR520 Interim Safety Improvements
  - Streetscape improvements at new SunTrust facility starting
- Fiske Boulevard Lighting
  - LED lights installed from Peachtree Street to Dixon Boulevard
  - Project Complete
- Fiske Boulevard Roadway and Sidewalk Safety Improvements Phase 2
  - SR 520 to Peachtree Street
  - Purchase Orders have been issued
  - Contractor is scheduling work
- PW17SI Fiske Boulevard Phase 3 Design and Engineering
  - Peachtree Street to Highland Avenue
  - Survey and Design is underway
- SCTPO Sidewalk Gap Lap Project
  - Varr Avenue at Peachtree Street
  - Plans complete and submitted to FDOT awaiting funding
- Provost Park Parking Lot
  - Survey complete, Design started
- Broadmoor Acres Drainage Improvements
  - Survey Complete
  - Design started
- Factory Street Drainage Improvements at AT&T
  - Project is underway and will be complete in May 2017
- Diamond Square Redevelopment Stormwater Facility
  - Project underway and will be complete in May 2017
- Fire Stations Construction / Three Fire Stations
  - Fire Station 1 started, with slab poured and walls going up
  - Fire Stations 2 and 3 - Design is complete and construction will begin in May 2017
- Fleet Building Expansion
  - Project is Substantially Complete
- Bus Stop Shelters
  - Design and permitting has started - Peachtree / Fiske and City Hall shelters are priority
- Event Circle Ribbon Curbing and Step Work in Riverfront Park
  - Project was awarded by Council in April, Work to be started next week
- Riverfront Park Fountain protective pad
  - Complete
- Council Chambers LED Lights
  - Work in progress
- Peachtree St Sidewalk from RR tracks to US #1
  - Complete

Public Works Department

- Florida Avenue Streetscape Project
  - Project from Forrest Avenue to South City Limits
  - Completion scheduled for May 2017



- Harry T Moore Center Grant Funding Historic Preservation Grant
  - Work has been started
  - Completion July 2017



Public Works Department

- Porcher House Historic Preservation Grant
  - Roof Work is Complete



Utilities Department



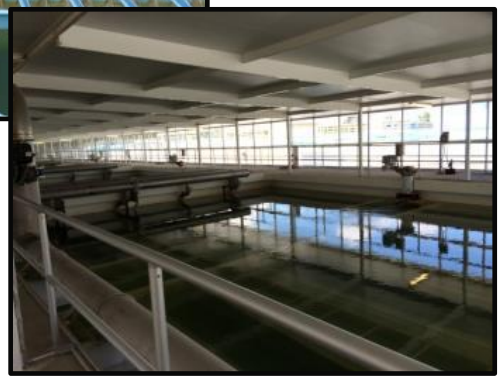
Jack Walsh, P.E.
Utilities Director

Utilities Department

Potable Water System

- 1,300+ miles of transmission and distribution piping
- 20,400 water valves
- 6,300 hydrants
- 83,000 meters/connections
- 280,000 customers
- 268 square miles of service area
- 22 MGD average flows
- 48 ground water wells





Sewer System

- 61 miles of gravity mains and 35 miles of force mains
- 53 lift stations
- 6,800 connections
- 11 square miles of service area
- 1.8 MGD average flows
- Reclaim Water
- 73 miles reclaim distribution piping
- 2,070 customers





System Highlights 2017

- Dyal Plant
  - 3.16 Billion gallons pumped (through Feb)
  - 24 MGD average day flows (trending up)
- Sellers Plant
  - 2.0 MGD average day flows (trending up)
  - Supplementing reclaim system to maintain balance
- Field Operations
  - 7,100 work orders completed to date
  - 6,300 hydrant assessments completed to date
  - 4,000 system valves assessments completed to date
  - 4,408 l.f. of gravity sewer has been slip lined to date
- Engineering
  - Lift Station #4 Under Construction (School St/Fiske)
  - Peachtree East near completion (US1 to Railroad tracks)

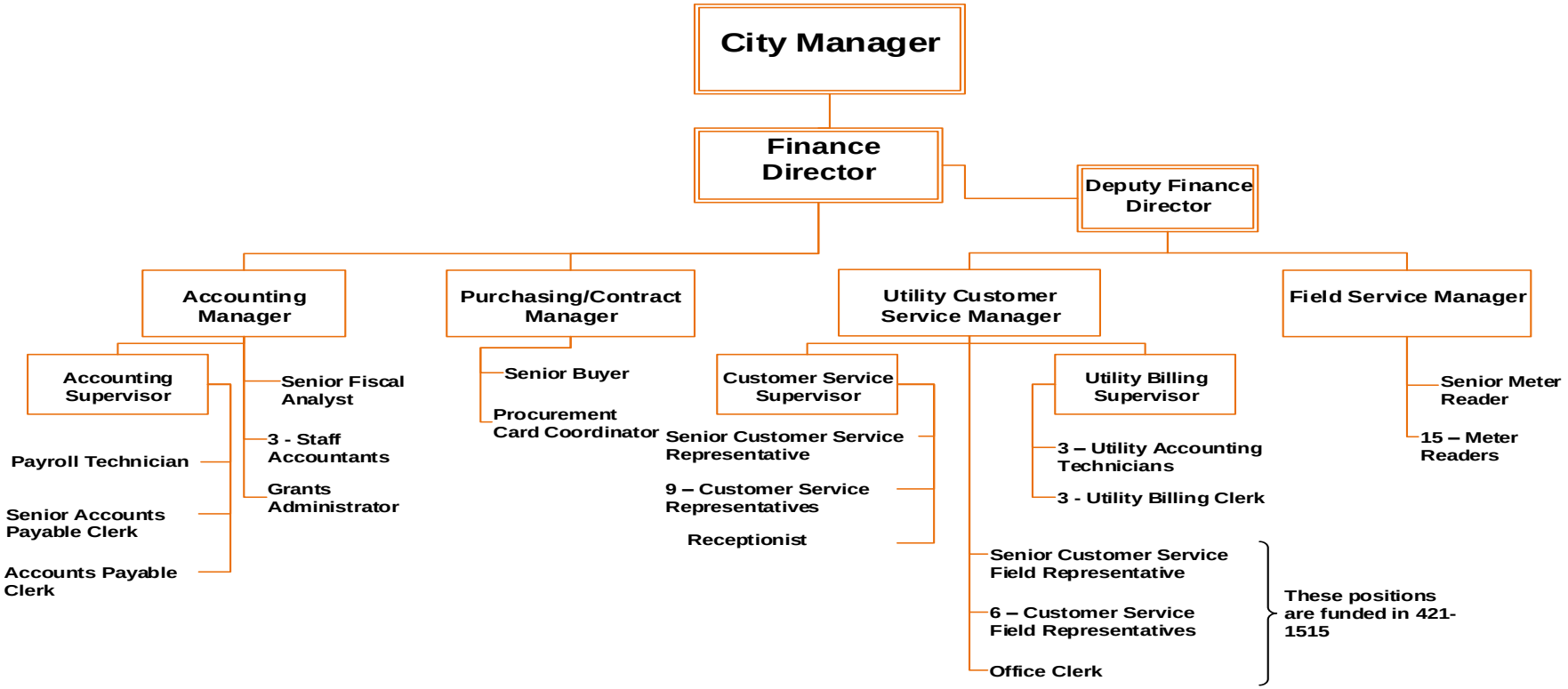
Finance Department



Teri Butler, CGFO
Finance Director

Finance

Finance Organizational Chart



Frozen Positions (Not Funded)
Accounts Payable Clerk

Finance

Administration / Accounting

- Financial transactions and reporting
- Budget & Capital Improvements Program
- Cash and treasury management
- Payroll
- Debt administration & compliance
- Grant administration & compliance
- Pension monitoring
- Internal control monitoring

Purchasing

- Procurement of goods & services
- Purchasing Card oversight
- Contracts monitoring
  - Continuing Service Agreements
  - Cooperative Purchase Agreements
- Vendor performance monitoring

Customer Service

Customer Service

- MONTHLY
  - Customer service to over 83,000 customers
  - Field more than 12,000 telephone calls
  - Assist more than 7,500 walk in customers
  - Process ~ 100,000 bills per month
  - Collection and processing of utility payments
  - Processing of utility refunds

Field Services

- MONTHLY
  - Reading & recording over 82,000 water and reuse water meters
  - Maintaining meters and easements
  - Investigating leaks, stuck meters and other irregularities
  - Reporting illegal connections
  - Answering customers' questions while in the field

Administrative Services Department



Tammy Gemmati

Administrative Services Director

2017 Summer Youth Employment Program



Cocoa Works
Your City. Your Future.

CareerSource BREVARD

COCOA FLORIDA

Program Goals

- To provide Cocoa youth a meaningful summer employment opportunity
- Investment in Cocoa's youth to develop their employability skills and address systemic issues of poverty and unemployment
- Assist in the strategic item of community development to help young disadvantaged citizens receive an opportunity to gain experience in a public service position
- May provide a career path for regular full-time positions upon graduation from High School

Eligibility Criteria

- Needs based program
- Student must be a resident of Cocoa
- Student must be enrolled in Cocoa or Rockledge High School in good standing as a current Junior or Senior
- Student must be at least 16 years old
- Make a commitment to full participation of the program
- Have a desire to develop and utilize financial, work readiness and work experience skills
- Ability to provide or arrange his/her own transportation for all program components

Program Components

- Successful Completion of Program Includes
- 25 hours of Work Readiness Training (Foundations Training) with CareerSource Brevard
- 125 hours of paid work experience
- Follow Up experience to gain knowledge of students' accomplishments, success stories and feedback for next year's program

How to Apply

- Interested students can visit their guidance office for a program application, or reach out to the Program Manager at CareerSource Brevard to receive an application.

Jana Bauer, Program Manager
321-394-0696
jbauer@careersourcebrevard.com

- Applications are due to CareerSource by April 24. Preferably submitted by email.

Community Comments, Concerns, and Questions…

Legislation Details (With Text)

File #:	17-183	**Version:**	1	**Name:**	TDC Marketing Campaign
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/21/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Presentation of the TDC co-op marketing campaign and video analytics. (Samantha Senger)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	17-188	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/24/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Proclamation of the National Drinking Water Week from May 7 through May 13, 2017. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proclamation				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2017
Agenda Date: May 9, 2017
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Proclamation of the National Drinking Water Week from May 7 through May 13, 2017

BACKGROUND:

For more than 35 years the American Water Works Association and its members have celebrated National Drinking Water Week - a unique opportunity for both water professionals and the communities they serve to join together in recognizing the vital role water plays in our daily lives.

In 1988, AWWA brought the event to the attention of the U.S. government and formed a coalition along with the League of Women Voters, the Association of State Drinking Water Administrators and the US Environmental Protection Agency.

National Drinking Water Week gives us an opportunity to recognize that water is our most valuable natural resource. It provides an opportunity to acknowledge the role that drinking water plays in society - low mortality rates, economic growth and diversity, productivity, and public safety - are all in some way related to access to safe water.

It is also important to acknowledge that we are all stewards of the water infrastructure upon which future generations depend. Each citizen of our city and customer of our water utility is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know where their water comes from and how it’s treated.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Proclamation of the National Drinking Water Week from May 7 through May 13, 2017.

CITY OF COCOA FLORIDA

PROCLAMATION

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

WHEREAS, *water is a basic and essential need of every living creature; and*

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

WHEREAS, *the measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and*

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

WHEREAS, *each of us as a citizen and customer of our water utility is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water; and*

WHEREAS, *the State of Florida, the Water Management Districts, and the City of Cocoa work together to increase awareness about the importance of water conservation and other water related issues; and*

WHEREAS, *every day, 24 hours a day, 365 days a year, dedicated men and women make significant contributions in developing, operating, and maintaining these water systems;*

NOW, THEREFORE, *be it resolved that by virtue of the authority vested in me as Mayor of Cocoa, I do hereby proclaim May 7-13, 2017 as:*

"Drinking Water Week"

SEAL

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 9th day of May, 2017.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	17-192	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/24/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Sister City Presentation. (Kathy Mardirosian)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 26, 2017
Agenda Date: May 9, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Sister City Presentation

BACKGROUND:

Ms. Kathy Mardirosian has requested to make a brief presentation to Council regarding the Sister City.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Sister City Presentation

Legislation Details (With Text)

File #:	17-193	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/24/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Presentation to Captain Ed Lanni by Mayor Parrish. (Mayor Parrish)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 26, 2017
Agenda Date: May 9, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Presentation to Captain Ed Lanni by Mayor Parrish

BACKGROUND:

Mayor Parrish has requested to make a presentation to Captain Ed Lanni in honor of his 92nd Birthday on May 11, 2017 and recognizing Captain Ed Lanni Day on May 26, 2017.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Presentation to Captain Ed Lanni by Mayor Parrish

Legislation Details (With Text)

File #:	17-163	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	4/10/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three Solar-Bee Aerators from Medora Corporation, Dickinson, North Dakota; To Approve a Resolution Amending the FY2017 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Res SS - Solar-Bee Aerators Fully Executed SS-UT-MEDORA CORP-04-10-2017.pdf Quote $118,285.pdf Res Budget Amendment - Aerators BAF-UT-PURCHASE 3 MIXERS-SOLE SOURCE (5-9-17)~ Agenda 17-163.pdf warranty-information-sb-series-equipment-151-20161118				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 10, 2017
Agenda Date: May 9, 2017
Prepared By: Don Stevens, Sellers WRF Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three Solar-Bee Aerators from Medora Corporation, Dickinson, North Dakota; To Approve a Resolution Amending the FY2017 Budget

BACKGROUND:

The occurrence of Blue/Green Algae has emerged as a serious issue throughout Florida over the last few years. Once the algae take hold, it has many detrimental environmental effects. Last year, the Sellers Plant determined through laboratory testing that the Blue/Green Algae began to contaminate the Bracco Pond system. The presence of Blue/Green Algae will create significant disruption of the waste water treatment process when introduced into the influent.

In order to protect the water quality of the supplemental source water from Bracco that is used when the demands for reclaim exceed the influent into the plant, staff recommends the purchase of three Solar-Bee Aerators so that the Toxic Blue/Green Algae in the storm water ponds can be treated before dispensing it to our customers. Medora Corporation, in Dickinson, North Dakota, is offering

the City a re-conditioned surface floating, solar powered, SCADA-equipped aerator for a significantly discounted price that cannot be matched by any other vendor and also is supplied with a full warranty.

To purchase this equipment, a budget transfer in the amount of $118,285 is necessary. These funds will be transferred from Account No. 421-4120-536.63-00, WS17PI and WS17VA to Account No. 421 -4120-536.64-00, Machinery & Equipment. This purchase will allow Sellers Plant overcome the current Toxic Blue/Green Algae in the Bracco Storm Water System which is used for supplemental reuse water.

Staff recommends City Council approval to purchase three aerators from Medora Corporation.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

From:

Account Name	Infrastructure
Amount Requested	$118,285
Account Number	421-4120-536.63-00
Projects WS17PI and WS17VA	

To:

Account Name	Machinery & Equipment
Amount Requested	$118,285
Source of Funds:	421-4120-536.64-00,

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three Solar-Bee Aerators from Medora Corporation, Dickinson, North Dakota for the Sellers Water Reclamation Facility; To Approve a Resolution Amending the FY2017.

SOLE SOURCE JUSTIFICATION FORM

Requisition Number		**Division**	4120 Utilities/Sellers Treatment Plant
Part/Item/Service Description	Solar Bee Pond Aerators SB10000 v18		
Cost of Part/Item/Service	$ 118,000.00	**Account Number**	421-4120-536.64-00
Vendor Name	Medora Corporation		

Respond specifically to each question below in preparing a justification. Please use less "technical" language to explain each item. If your explanation does not fit within the areas provided, please expand the text box(es) as necessary and staple all pages together.

1. **Is item/service/vendor requested one-of-a-kind ? Check one:** Yes [✓] No [ ]
   Explain how this was determined:

Medora Corporation is offering the City a re-conditioned surface floating, solar powered, SCADA equipped aerator for a significantly discounted price that cannot be matched by any other vendor. The unit is supplied with a full warranty.

2. **Why was the particular product or vendor chosen?**

See above

3. **Can similar items/service be obtained from other source? Check one:** Yes [ ] No [✓]
   If the answer is no, please explain.

There are a limited number of vendors who manufacture surface floating solar powered aerators, and there are NONE who can provide re-conditioned units with a similar warranty.

If the answer is yes, please provide three quotes for similar items for comparison.
If three quotes cannot be obtained, please explain why?

4. **Is chosen vendor the manufacturer? Check one:** Yes [✓] No [ ]

Factors which may not be applicable:
The following should not be included in your sole source/sole brand justification. The following will not be considered :

- Personal Preference
- Cost, vendor performance, local service, maintenance, and delivery (these may be considered award factors in competitive bidding).
- Features which exceed the minimum department requirements, e.g. heavy duty or quality.
- Explanation for the actual need and basic use for the item, unless the information relates to a request for "unique factors"
- The statement "no substitution" will not be considered without completion of the Sole Source Justification Form
- To "match and interface" is not normally an accepted justification which should be considered. The quantity, manufacturer, brand, model of the existing equipment and necessity for "interfacing" must be provided.

"Please send the completed Sole Source Justification Form to the Purchasing Manager for approval. The Purchasing Manager will forward the signed document to the Finance Director for approval and will send the approved form back to the original requestor. The approved form must be attached to the agenda item. Incomplete forms will be returned and may result in delayed processing"

4/7/17	Rabun (Don) Stevens Digitally signed by Rabun (Don) Stevens Date: 2017.04.07 14:29:33 -04'00'	4/7/17	Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.04.07 16:16:33 -04'00'
Date	Requestor Signature	Date	Purchasing Manager Signature
4/7/17	John "Jack" Walsh Digitally signed by John "Jack" Walsh	4/7/17	Lora Howell Digitally signed by Lora Howell Date: 2017.04.07 16:19:19 -04'00'
Date	Department Director Signature	Date	Finance Director Signature

Revised 10/24/13

PRICING

6. Equipment Cost - For Equipment Details, See Attached Documents

6.1 - Pricing for Solar-Powered Machines - Phase 1:

Quantity	Equipment Description	Cost Each	Equipment Total
1	SB5000 v20 Solar-Powered Mixer with beacons for Pond A:	$35,770	$35,770
2	SB10000LS v20 Solar-Powered Mixers with beacons for Ponds B & 1N:	$40,450	$80,900
		Equipment Subtotal:	$116,670
		Applicable Taxes:	- to be determined -
3	Factory Delivery, Placement, and Startup:	$10,328	$30,984
		Discount for 3 machines delivered and placed in one trip:	$4,647
		Discounted Factory Delivery, Placement, and Startup:	$26,337
		Equipment, Factory Delivery, Placement, and Startup:	**$143,007**

Pricing for three (3) used SB10000 v18 mixers, Factory Delivery, Placement and Startup:	**$118,285**

12-Month Rental (See General Provisions for Details)	
Monthly cost for recommended machines per above:	$2,683
Monthly Beekeeper cost during the term of the rental:	$420
*Factory Delivery, Placement, and Startup:	$26,337
Total 12-Month Rental Cost:	**$63,573**

*When the rental period is over, if the City does not wish to purchase or continue the rental and has paid the placement cost, then Medora pays the retrieval cost.

Main Office & Service Center
1-866-437-8076 | medoraco.com
3225 Highway 22, Dickinson, ND 58601

Medora Corporation

GridBee SolarBee

Quotation: Reservoir Circulation Equipment for the Cocoa Beach Storm Water Ponds

Date: February 2, 2017

Project #: 7583

To: Don Stevens, Superintendent
City of Cocoa
Jerry Sellers WRF
375 N Cocoa Blvd.
Cocoa, FL 32922
rstevens@cocoafl.org • 321-433-8744

From: Robert Maxwell, Hudson Pump - Tencarva Municipal, Medora Corporation local rep., Lakeland, FL
rmaxwell@tencarva.com • 863-665-7867

Mike Christensen, Medora Corporation East U.S. Manager, Wells, MN
mike.c@medoraco.com • 866-553-5590

Amy Dinius, Medora Corporation Sales Engineering Dept., Greeley, CO
amy.d@medoraco.com • 866-437-8076

Dear Mr. Stevens,

Thank you for requesting this quotation. We are very pleased to work with you to provide high-quality freshwater circulation equipment for the Cocoa Beach Storm Water Ponds. This project fits our experience and capabilities well, and we will do everything possible to ensure your project flows smoothly and meets your goals and expectations. Please contact us with any questions.

Best regards,

Amy Dinius
Medora Corporation

PROJECT DESCRIPTION

1. Name and Location of Reservoirs

All five ponds are located west of W. Highland Drive in Cocoa, FL.

Pond A - GPS Coordinates: 28.363534, -80.739785
Pond B - GPS Coordinates: 28.365778, -80.740556
Pond 1N - GPS Coordinates: 28.369321, -80.740863
Pond 2N - GPS Coordinates: 28.370609, -80.741183
Pond 3N - GPS Coordinates: 28.372109, -80.740862

2. Description of Reservoirs and Primary Problems:

Pond A has an average length of 620 feet, an average width of 250 feet, an average depth of 14 feet, and a 3.6-acre surface area.

Pond B has an average length of 995 feet, an average width of 560 feet, an average depth of 14 feet, and a 12.8-acre surface area.

Pond 1N has an average length of 760 feet, an average width of 330 feet, an average depth of 14 feet, and a 5.8-acre surface area.

Pond 2N has an average length of 385 feet, an average width of 590 feet, an average depth of 14 feet, and a 5.2-acre surface area.

Pond 3N has an average length of 420 feet, an average width of 410 feet, an average depth of 14 feet, and a 4-acre surface area.

All five ponds experience issues with cyanobacteria (blue-green algae), and associated stagnation and odors.

3. Customer Objectives

To provide long-distance circulation to control harmful cyanobacteria (blue-green algae) blooms and associated odor and toxicity issues.

4. Medora Corporation Recommendation / System Design for this Project

To meet the above objectives for the Cocoa Beach Storm Water Ponds, a phased approached has been requested by the customer.

Phase 1 will include the placement of one (1) SB5000 v20 mixer in Pond A and two (2) SB10000LS v20 mixers in Ponds B and 1N.

Phase 2 will include the placement of one (1) SB10000LS v20 mixer in Pond 2N and one (1) SB5000 v20 mixer in Pond 3N.

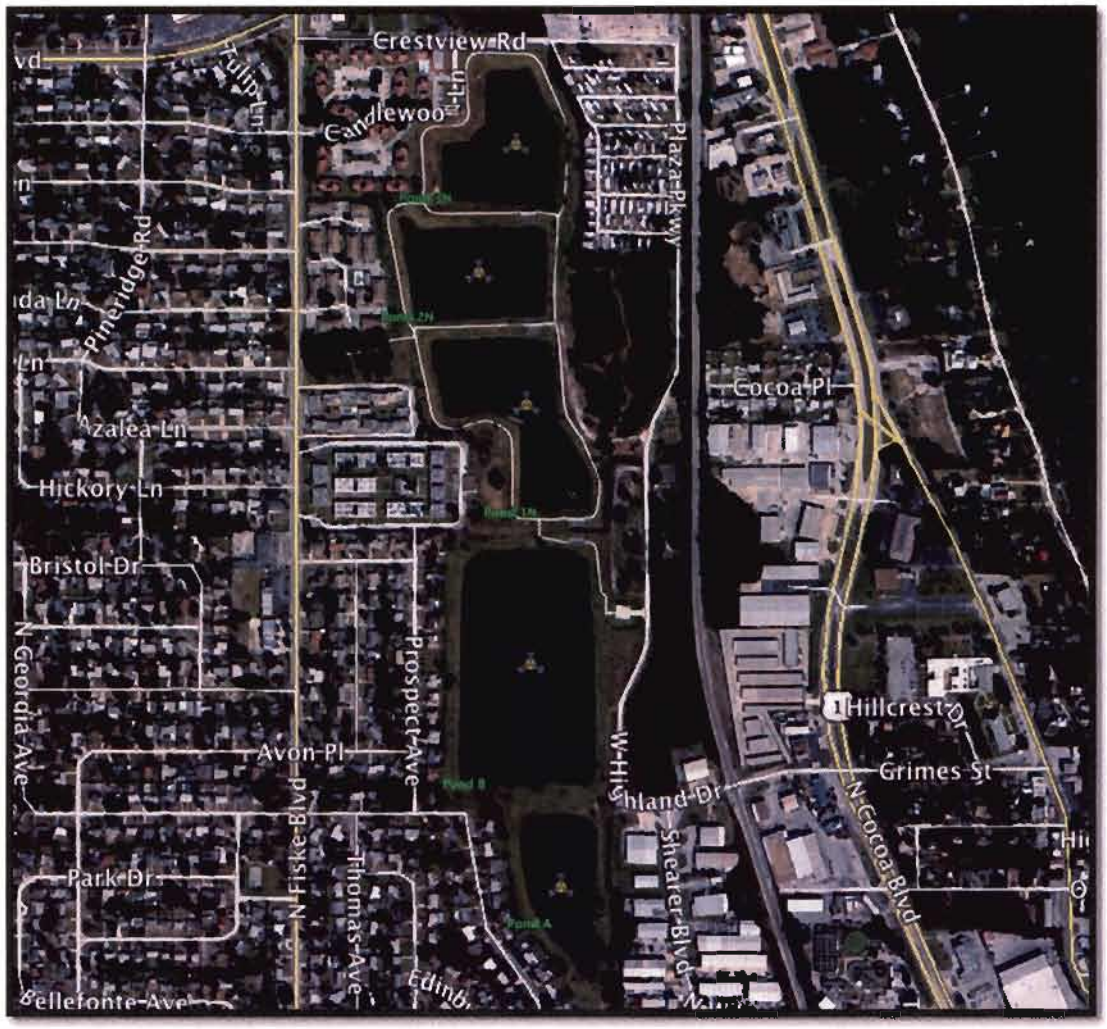
A lower cost option would be the installation of five (5) used SB10000 v18 machines, placing one mixer in each of the ponds as indicated above. These mixers were used in a test for a short time and are fully reconditioned machines with upgraded electronics and an as new warranty. Used units are subject to availability at the time of order.

These machines should prevent surface water stagnation and associated harmful cyanobacteria blooms because the warm, less dense water brought up by the SolarBees does not "fall". Instead, it travels long distances causing strong, direct circulation of the top surface water or epilimnion. By controlling cyanobacteria blooms and enhancing the distribution of dissolved oxygen in the water column, the lake should be healthier with improved water quality and significantly reduced odors.

Cyanobacteria Management Plan (CMP): The US EPA produced a paper in June 2015 to help cities and other organizations develop a CMP for lakes. This paper states that surface mechanical mixing equipment (such as SolarBee lake circulators), has been used in U.S. water bodies for controlling cyanobacteria (i.e., blue-green algae). "This mixing of the water column disrupts the cyanobacteria migration and limits availability of nutrients." (U.S. EPA, 2014d)

To read the full paper, it can be downloaded at this link:
http://www2.epa.gov/nutrient-policy-data/recommendations-public-water-systems-manage-cyanotoxins-drinking-water

5. Proposed Machine Placement:



The machines are not drawn to scale, and final placement will be determined prior to deployment.

6.2 - Pricing for Solar-Powered Machines - Phase 2:

Quantity	Equipment Description	Cost Each	Equipment Total
1	SB10000LS v20 Solar-Powered Mixer with beacon for Pond 2N:	$40,450	$40,450
1	SB5000 v20 Solar-Powered Mixer with beacon for Pond 3N:	$35,770	$35,770
		Equipment Subtotal:	$76,220
		Applicable Taxes:	- to be determined -
2	Factory Delivery, Placement, and Startup:	$10,328	$20,656
		Discount for 2 machines delivered and placed in one trip:	$2,066
		Discounted Factory Delivery, Placement, and Startup:	$18,590
		Equipment, Factory Delivery, Placement, and Startup:	**$94,810**

Pricing for two (2) used SB10000 v18 mixers, Factory Delivery, Placement and Startup:	**$79,890**

12-Month Rental (See General Provisions for Details)	
Monthly cost for recommended machines per above:	$1,753
Monthly Beekeeper cost during the term of the rental:	$280
*Factory Delivery, Placement, and Startup:	$18,590
Total 12-Month Rental Cost:	**$42,986**

*When the rental period is over, if the City does not wish to purchase or continue the rental and has paid the placement cost, then Medora pays the retrieval cost.

Options for Solar Models		
SB Series SCADA	*All SB v20 and reconditioned v18 models come standard with a SCADA brain-board with six outputs. (For on-site communication options, please contact our SCADA Engineering Department.)*	Please request option list
Beekeeper Service Program	The details of the Beekeeper Service Program are available at: https://www.medoraco.com/beekeeper.	Call for pricing

TERMS

7. General Provisions

A. Material Supplier only. This quotation is to supply materials only. No contracting or construction work of any type is being offered or will be performed by Medora Corporation (Medora) at the jobsite or at any Medora location or factory.

1) To order the materials in this quotation, the purchaser should use the same type of purchase order as would be used to order other materials; for example, a desk or a forklift. Please do not attempt to order the equipment quoted here with a "contractor" or "subcontractor" agreement of any sort, because Medora is strictly a material supplier, not a contractor, and would have to reject that type of agreement.

2) The US Department of Labor clearly defines a Material Supplier, such as Medora, and its allowable activities. All activities by Medora factory personnel to transport, place and start up the Medora equipment are incidental to Medora being a Material Supplier, and Medora will not perform contracting or construction work of any type for any project. Also, no local, state, or federal laws regarding contractors or construction projects, or Davis Bacon or similar reporting requirements, are applicable to this quotation because Medora is not a contractor and does not perform any construction activities.

3) It is the responsibility of the purchaser of Medora's equipment to determine in advance whether there are any contracting or construction activities required in order for Medora's equipment to be made operational. Usually there aren't any such activities; but if there are, it is the purchaser's sole responsibility, at its sole cost, to perform all of those activities in advance of Medora's equipment arriving at the jobsite.

B. Assumptions: This quotation may be based on worksheets, calculations or other information that has been provided by the City. The City should bring to Medora's attention any discrepancies, errors in data, or false assumption that Medora may have made while preparing this quotation.

C. Expiration: This quotation expires in 90 days, or on the date of any new quotation for this project, whichever is sooner.

D. Delivery Time: Delivery, Placement, and Startup is scheduled at time of order, and is usually between 4 and 8 weeks.

E. Payment Terms: For a federal, state, or local government purchaser with a good credit rating, full payment is due in US dollars 30 days after invoice date, which is generally the date when the goods leave the Medora factory. For a non-government purchaser, full payment must be made by credit card or cashier's check before the goods leave the Medora factory though, in some cases, based on availability of a payment bonding or a bank Letter of Credit, 30 day credit terms may be extended upon special request by the purchaser. If there are any issues with these payment terms, please do not rely on this quotation until the issues have been resolved with Medora.

F. Add for Taxes and Any Governmental Fees: Except as indicated above, no taxes, tariffs or other governmental fees are included in the quote shown above, nor are there any costs added for special insurance coverage the customer may require. It is the customer's responsibility to pay all local, state, and federal taxes, including, sales and use taxes, business privilege taxes, and fees of all types relating to this sale, whether they are imposed on either Medora or the customer, or whether these taxes and fees are learned about after the customer orders the equipment. The customer's purchase order should indicate any taxes or fees due on equipment and/or services, and whether the customer will pay them directly to the governing body or include the tax payment with the purchase for Medora to submit them to the governing body.

G. Add for Special Insurance Requirements: Medora Corporation maintains adequate liability and workman's compensation insurance to generally comply with its requirements for doing business in all fifty U.S. states, and will provide at no charge certificates of insurance when requested. However, if additional insurance or endorsements beyond the company's standard policy are required by the customer, then the costs of those additional provisions and/or endorsements will be invoiced to the customer after the costs become known.

H. Add for Special Training, Safety, Signage, or Other Requirements: Medora has a very strong safety training program for its employees. If any special training classes for Medora personnel are required by the customer, please notify Medora well in advance. The cost of this training will be added to this quotation or invoiced to the customer separately. The same applies to any other special requirements the customer may have, including providing of project signage or any other requirement.

I. Safe and Accessible Working Conditions Required. This quotation is based on the best information made available to us by the above date. If this equipment is ordered, Medora's engineering and installation team will need detailed information and photographs to plan the installation. If the detail information changes the installation scope significantly, Medora reserves the right to withdraw or alter this quotation, even if the equipment has already been ordered. To avoid surprises, the City should supply detailed information and photos as soon as possible to ensure the safety of Medora's installation crews.

J. Customer to Follow Medora's Maintenance and Safety Guidelines: The customer agrees to follow proper maintenance, operating, and safety instructions regarding the equipment as contained in the safety manual that accompanies the equipment or is sent to the customer's address.

K. Regulatory Compliance. The customer must comply with all applicable Federal and State governmental regulations. It is the customer's sole responsibility to inquire about governmental regulations and ensure that GridBee and SolarBee equipment is deployed and maintained so as to remain in compliance with these regulations and guidelines, and to hold Medora harmless from any liability caused by non-compliance with these regulations and guidelines.

L. Warranty. Medora Corporation has the best parts and labor warranties that we are aware of in the industry. The details of the Warranty which applies to this project are either attached to this document or are available at:

https://www.medoraco.com/resources/warranty-information.

M. Medora Corporation's Rental Provisions:

Rental Payment Terms: The placement day of the month is the anniversary day for determining when a new rental month begins. There are no partial months; if the equipment is in place on the first day of the rental month, a whole month of rental is due. Rental invoices will be provided each month and payment is due 30 days from the invoice date. The delivery, installation, and startup charge mentioned above will be added to the first month's rental invoice.

Rental Period, Month-to-Month: The rental period shall be for one month, beginning on the placement date, and shall continue automatically, for one month at a time beginning on each monthly anniversary of the placement date, until the longer of (a) 12 months for Solar mixers or (b) 90 days after written notice is received by Medora Corporation from the renter to terminate the rental. Furthermore, Medora Corporation has the right to terminate the rental agreement and re-possess the equipment at any time, without notice to the renter, if the renter becomes delinquent in rent payments.

Periodic Rental Cost Adjustment: The rental cost may be adjusted periodically by Medora Corporation upon 90 day written advance notice to the renter, after the minimum rental period mentioned above. Medora Corporation expects, but does not promise, to make such adjustments only once per year on the anniversary date of the placement, and expects that adjustments will be limited to reflect (a) a general inflationary adjustment equal to the Consumer Price Index, and (b) any additional costs by the factory associated with keeping the rental equipment functioning properly and meeting the renter's goals for the project. The renter, at its option as mentioned above, may cancel the rental agreement with 90 day notice if the proposed new rental costs are ever not acceptable.

Rental Conversion to Purchase: The renter may convert this rental to a purchase at the price shown in the Equipment Purchase section above. At least 60 days before the desired purchase date (30 days for GridBee AP units), the renter should request from Medora Corp. a firm quotation for converting the rental to a purchase. When conversion to a purchase is made, 100% of the delivery, placement, and startup is applied to the purchase price, plus 50% of prior equipment rents paid, up to a maximum of 50% of the equipment purchase price. Title to the rental equipment does not pass to the renter unless and until payment of all outstanding rental invoices, and the conversion purchase price for the equipment, is received by the Medora Corporation.

Rental Equipment Availability: Medora Corporation has a limited supply of rental machines available; either new or slightly used or "demonstrator" equipment may be placed at the factory's option. If the equipment placed for a rental is slightly used, then the factory warrants that: (1) the equipment is clean, current, and in like-new condition with a full new-equipment warranty, and (2) the equipment is equivalent to new equipment with the very latest technology and improvements. Also note that SCADA or other remote monitoring options may have been included in the purchase cost in Section 2 above, but these components are not included with rental equipment. If a rental is desired, the SCADA remote monitoring equipment would be installed only after the equipment had been converted to a purchase, unless other provisions have been made.

Maintenance of the Equipment: Renter is to provide minor routine care and maintenance of the Equipment as described in the owners manual. The Beekeeper Service Program is required and is included in the cost shown above for the term of the rental. Beekeeper terms can be found at https://www.medoraco.com/beekeeper.

8. To Accept This Quotation

To order the equipment, please issue a purchase order to Medora Corporation, 3225 Hwy. 22, Dickinson, ND 58601. The purchase order can be mailed to the address above, faxed to 866-662-5052, or emailed to the home office at orderprocessing@medoraco.com. The purchase order should refer to the date of this quotation, and will be assumed to include this entire quotation by reference.

If purchase orders are not utilized, please sign and date below, provide billing information, and fax to 866-662-5052 or email to orderprocessing@medoraco.com.

Signing below acknowledges acceptance of this quotation. Please indicate which of the following machine options you have chosen.

Proposal Date: February 2, 2017

Project #: 7583

- ☐ 6.1 Purchase of SolarBee SB mixers Phase 1, with Factory Delivery, Placement and Startup
- ☐ Purchase of used SolarBee SB v18 mixers Phase 1, with Factory Delivery, Placement and Startup
- ☐ 6.2 Purchase of SolarBee SB mixers Phase 2, with Factory Delivery, Placement and Startup
- ☒ Purchase of used SolarBee SB v18 mixers Phase 2, with Factory Delivery, Placement and Startup

3 EACH

RDA

Signature

4/7/17

Date

RABUN DON STEVENS

Printed Name

4/7/17

Title

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: Utilities | DATE PREPARED: 04/10/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 90,000)	421-4120-536.63-00	WS17PI	INFRASTRUCTURE	$ 1,304,600	$ 2,842,720	$ 2,752,720	$ 391,570
($ 28,285)	421-4120-536.63-00	WS17VA	INFRASTRUCTURE	$ 1,304,600	$ 2,842,720	$ 2,814,435	$ 363,285
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 118,285)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 118,285	421-4120-536.64-00		MACHINERY & EQUIPMENT	$ 1,077,286	$ 1,077,286	$ 1,195,571	$ 748,070
$ 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
$ 118,285	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

FUNDS NEEDED TO COVER COST A NEW EQUIPMENT, THREE SOLARBEE AERATORS SB10000 v18 FLOATING AERATOR FOR SELLERS WRF FACILITY. TO CLEAR UP TOXIC BLUE/GREEN ALGAE IN BRACCO POND STORMWATER SYSTEM WHICH IS USED FOR SUPPLEMENTAL REUSE WATER IN TIMES OF HIGH DEMAND. Agenda 17-163

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/09/17 *RESOLUTION #:* 2017-46

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/10/17	Rabun (Don) Stevens	Digitally signed by Rabun (Don) Stevens Date: 2017.04.10 13:58:29 -04'00'	4/26/17	Lea Taylor	Digitally signed by Lea Taylor Date: 2017.04.26 09:01:55 -04'00'		
Date	Requestor's Signature		Date	Finance Approval Signature		Date	Finance Director's Signature
4/10/17	John "Jack" Walsh	Digitally signed by John "Jack" Walsh DN: cn=John "Jack" Walsh, o=Utilities, ou=Utilities Director, email=jwalsh@cocoafl.org Date: 2017.04.10 14:58:24 -04'00'	4/26/17	Lora Howell	Digitally signed by Lora Howell Date: 2017.04.26 09:57:12 -04'00'		
Date	Department Director's Signature		Date	Deputy Fin. Director's Signature		Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

Medora Corporation
GridBee® SolarBee®

Main Office and Service Center
Medora Corporation
3225 Hwy 22, Dickinson, ND 58601
+1 866 437 8076 • +1 701 225 4495 • Fax +1 701 225 0002
www.medoraco.com

SolarBee Limited Replacement Warranty:

SolarBee SB Mixers. All new and factory-refurbished SolarBee SB mixers and circulators are warranted to be free of defective parts, materials, and workmanship for a period of two years from the date of installation. In addition, the SolarBee brushless motor is warranted for a period of ten years from the date of installation. A manufacturer's warranty exceeding this SolarBee warranty, such as photovoltaic modules (solar panels), which currently have a manufacturer's 25-year performance warranty, will be honored. This warranty is valid only for SolarBee equipment used in accordance with the owner's manual, and consistent with any initial and ongoing factory recommendations. This warranty is limited to the repair or replacement of defective components only and does not apply to normal wear and tear. If the factory's service crews performed the original on-site placement and startup, then this warranty also includes labor. Where labor is included, in lieu of sending a factory service crew to the site for minor repairs, Medora Corporation may choose to send the replacement parts to the owner postage-paid and may pay the owner a reasonable labor allowance, as determined solely by Medora, to install the parts. There is no liability for consequential damages of any type. The warranty that is submitted and provided with the purchased equipment is the valid warranty. See below for Limitation of Liability.

SolarBee SCADA and any optional accessories. These items are considered "buyout" items for Medora Corporation, and as such include a warranty against defects in material and workmanship for one year from the date of purchase. This warranty covers parts only, not labor. Parts that are determined by Medora Corporation to be defective in material or workmanship under normal use during the one year warranty period will be repaired or replaced. Shipping charges are the responsibility of the customer.

Terms applicable to all equipment. There is no liability for any consequential damages of any type, or to replace items that wear out from "normal use" in Medora's sole determination. Also see below for Medora Corp.'s further Limitation of Liability for all projects. Equipment warranties are valid only for equipment that is used in accordance with the owner's manual, and consistent with any initial and ongoing factory recommendations. Medora Corp.'s warranties change from time to time; only the exact warranty in effect when the equipment was purchased, as provided with the equipment, is valid.

EXCEPT AS STATED ABOVE, MEDORA CORPORATION AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please consult your state law regarding this warranty as certain states may have legal provisions affecting the scope of this warranty.

Limitation of Liability:
Many of the employees at Medora Corporation have extensive scientific and practical knowledge relating to solving water quality problems. From time to time, they may offer solicited or unsolicited advice, ideas, judgment or opinions on how to deal with certain situations, none of which offers a guarantee of future events. Due to the many factors, complexity and uncertainty involved in solving water problems, you agree to release and indemnify Medora Corporation and its affiliates, employees and agents from and against any and all claims, liabilities, costs and expenses which such indemnified party may incur or become subject to related to or arising out of any services or products furnished by Medora Corporation to you, except to the extent that any claim, liability or expense results from the gross negligence or intentional misconduct of an indemnified party as determined in a final judgment by a court of competent jurisdiction.

IN NO EVENT WILL MEDORA CORPORATION OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES CAUSED BY FAILURE OF BUYER TO PERFORM BUYER'S RESPONSIBILITIES OR FOR FOLLOWING MEDORA CORPORATION ADVICE. IN NO EVENT WILL MEDORA CORPORATION OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR USE OR OTHER PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER OR NOT MEDORA CORPORATION HAS BEEN ADVISED OF SUCH DAMAGES, OR REASONABLY COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST BUYER BYAGAINST BUYER BY ANOTHER PARTY.

Legislation Details (With Text)

File #:	17-195	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	4/25/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Approve Task Order 2017-81 with CH2M Hill Engineers, Inc. for SCADA System Surface Water Clearwell Automation. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CH2MHILL (2017-81) 4.19.2017 -- $129178 Cocoa SCADA SW Clearwell Automation SOW 041117 (002)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 25, 2017
Agenda Date: May 9, 2017
Prepared By: David Fisher, Dyal WTP Superintendent
Through: Jack A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2017-81 with CH2M Hill Engineers, Inc. for SCADA System Surface Water Clearwell Automation

BACKGROUND:

The separation of the Groundwater Treatment Plant clearwell from the Surface Water Treatment Plant was identified in the Capital Improvement Plan (CIP). Currently, both the groundwater plant and surface water plant share a common clearwell which limits the ability to segregate the waters in the event one of the plant does not meet finished water goals. It also limits the ability to control disinfection of the two plants. Dedicating each treatment process to a specific clearwell would add operation flexibility and allow the City to provide an alternate finished water quality that would accommodate other residual disinfection approaches.

The services to be rendered by CH2M through this task order include:

- Setup and maintaining the development system
- Control narrative refinement
- PLC SCADA automation code development
- HMI SCADA and Historian automation configuration
- In-house Automation Testing
- Field ORT2 and PAT Testing

- Automation Coordination Services
- Training

This scope of work includes configuration of the SCADA computer system that will control the new Surface Water Clearwell at the Dyal Water Treatment Plant. It also includes configuration of PLCs, HMI servers, Historian server, PLC process logic configuration, HMI graphic linking and object animation, alarm configuration and trending. Training and in-house testing in also included in this scope.

Staff reviewed and recommends approval of T.O. 2017-81 with CH2M.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$129,178
Account Number	421-4055-536.63-00, WS1117
Account Name	Infrastructure
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Task Order 2017-81 with CH2M Hill Engineers, Inc. for SCADA System Surface Water Clearwell Automation.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5142633&GUID=F2B6EC36-6C8D-44A1-8DD3-9976C3BB91D8* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa
Task Order 2017-81
SCADA Surface Water Clearwell Automation

Services proposed by CH2M Engineers, Inc. in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008 including amendment #1 dated October 22, 2013.

Background

Separation of the Groundwater Treatment Plant clear well from the Surface Water Treatment Plant was identified in the Capital Improvement Plan (Technical Memorandum Task 6 - Water Treatment, Storage, and High Service Pumping Evaluation). Currently, both the groundwater plant and surface water plant share a common clearwell. This shared facility limits the ability to segregate the waters in the event one of the plants does not meet finished water goals and also limits the ability to control disinfection of the two plants. Dedicating each treatment process to a specific clear well would add operation flexibility and allow the City to provide an alternate finished water quality that would accommodate other residual disinfection approaches.

This scope of work describes the services to be rendered by CH2M including:

- Setup and maintaining the development system
- Control narrative refinement
- PLC SCADA automation code development
- HMI SCADA and Historian automation configuration
- In –House Automation Testing
- Field ORT2 and PAT Testing
- Automation Coordination Services
- Training

The work performed under this proposal will be at the Dyal WTP.

General

This scope of work includes configuration of PLCs, HMI servers, Historian server, PLC process logic configuration, HMI graphic linking and object animation, alarm configuration, trend configuration, HMI security configuration, driver configuration, system testing, training, and commissioning of a complete system for the unit process areas as defined in this scope.
The PMCS supplier brands are assumed to be Siemens S7 series for PLCs and Wonderware Archestra Version 2014 for HMI software.

Microsoft Windows Server 2008 R2 Enterprise Service Pack 1 for servers is assumed to be the PMCS operating system.

Unit Process Areas

The specific unit process areas identified below will be included in this scope of work. Only I/O that is currently wired to each Process Control Panel (PCP) and functional will be included. In some cases I/O exist for complete automatic control of the device and in other cases only monitoring /alarms.

Automation improvements will be based on the written control narratives as defined in final contract design drawings but will be limited to functions that will support the existing wired I/O points. If the I/O points needed for complete unit process automation are not currently wired, the application programming to support the missing I/O points will not be included in this scope.

Unit process areas included in this scope of work for PLC and HMI programming:

PCP8 – Surface Water Clearwell PLC

- Surface Water Clearwell AFD Transfer Pumps (3)
- Transfer Pump Discharge Valve (3)
- Clearwell Distribution Valve (3)
- Clearwell Influent Valve (1)
- Filter Reject Drain Valve (1)
- Clearwell Level Indication (2)
- Turbidity Indication (2)
- Valve Vault Sump alarm (1)

PCP9 – Electrical Building PLC

- GW Filter Washwater Drain Diversion Structure Gate (1)
- Reject Pond Valve (1)
- Power Fail (1)
- Reject Pond Level Indication (1)

Task 1 – Application Software Development

The PLC standards, HMI standards, I/O List, and the control system narratives previously developed with the City of Cocoa will be used as the basis of configuration with no modifications required for this scope of work. The narratives from the design final construction documents will be enhanced for use by the Application Programming team with detail required for development of the PLC and HMI software.

The City of Cocoa will provide information specific to the unit processes associated with this application programming project for existing instrumentation and controls which is needed by CH2M for software configuration but which is not available from CH2M files. Such information is expected to consist of alarm set points, high/low signal settings for interlocks and other functions, input process ranges and scales, existing controller tuning constants and such other process or equipment specific functional requirements needed for implementing software.

Task 1.1 Project Kickoff and Work Plan

A project kickoff meeting will be held at the City of Cocoa office. This task includes preparation of the initial project work plan, workshop agenda, attendance at the meeting by three senior staff members, and development of meeting minutes. The workshop will include a team charter session which will review the details of the scope of work, limits of supply, and assignment of team roles.

Deliverable: Meeting Minutes

Task 1.2 Development System

Task 1.2.1 Development System Support

The development system for application software development was provided by the City of Cocoa under a previous project. CH2M will continue to maintain the development system for our use in developing application software for this project. The existing SCADA development servers located at the CH2M offices will remain at CH2M throughout the remainder of software development. Hardware and software components to make a fully functional development system will be provided by the City.

As part of the development system, the City of Cocoa will continue to provide the current versions of Siemens TIA Portal programming software including one copy of master key disk for PLC programming. For HMI programming, City of Cocoa will continue to provide Wonderware Archestra licenses sufficient for each server, historian, which support programming from one location. The City will provide all other base software products as identified during configuration.

This effort consists of:

- Maintain application software for the PLC/HMI
- Receiving, installing, new development system equipment in the Orlando office for use as a development system
- Perform periodic backups on system to protect incremental work from being lost in the event of a failure.
- Maintain a list of hardware and software supplied to CH2M including serial numbers, and maintenance and repair history log, so that problems with hardware and software can be quickly traced and documented. Maintain records of software versions, revisions, and installation dates.
- Updating the development system HMI application when field changes are required.
- Installation of new software to support development.
- Updates to the base software package for Wonderware or Siemens are not included in this scope of work and will need to be provided as a T&M type task under a maintenance contract.

Deliverable: Hardware and Software Inventory

Task 1.3 - PLC Programming

PLC programming scope includes the automation for all plant processes as defined in the Unit Process Section of this SOW:

Task 1.3.1 Narrative Refinement Meeting

CH2M will host a meeting to review the current SCADA control system narratives with the City of Cocoa. The purpose of this meeting is to refine the narrative document with sufficient detail to allow PLC and HMI programming.

Deliverable: Meeting Minutes

Task 1.3.2 – Develop PLC Application Software

PLC logic and sequencing will be configured based on the latest version of the control system narrative document and the latest version of the I/O list at the time this contract is issued.

CH2M will:

- Identify location (e.g. HMI or specific PLC) for control and calculation functions.
- Configure PLC-to-PLC data communication
- Configure PLC – HMI data communications
- Define PLC programming formats and configuration blocks
- Assign objects to physical devices
- Configure PLC alarm management
- Configure PLC analog scaling
- Configure automation logic based on control narratives
- Define sequential logic and analog control requirements for special control strategies executed in the PLC
- Define virtual points required for HMI monitoring and control functions
- Generate object and PLC programs for each PLC
- Configure control strategies
- Develop the PLC functional software requirements and define analog control loop tuning parameters
- Configure PLC reporting and totalization calculations as defined in the control narratives
- Time synchronization to a city provided network domain controller for PLC and HMI servers time synchronization
- Document programs
- Define and implement transfer of data to HMI interface
- Spare or future equipment will not be configured

Deliverable:

- Two electronic file copies of annotated and documented PLC logic

Task 1.4 HMI Programming

HMI programming will be performed based on the existing approved draft graphics, control narratives, and I/O list.

Task 1.4.1 Draft HMI Graphics

Develop draft graphics that are in sufficient detail to depict the navigation, graphic layout, faceplate design, and HMI functions.

- Develop graphics and submit to the City for approval
- Graphic comment review meeting
- Develop final graphics based on comments provided

Task 1.4.1 Final HMI Graphics

The draft graphics that were developed in the previous task will be linked to the appropriate objects in the PLCs. In addition, specific information that is required to support the auto controls (sequences, setpoints, lead/lag selections) will be added.

- Develop graphic animation
- Link equipment displays to appropriate faceplates
- Develop new graphics to support automation controls and sequences
- Minor modifications to existing graphics are included to reflect the new process flow changes identified with this scope

Task 1.4.2 HMI Alarm Configuration

- Configure additional alarm parameters to support modifications

Task 1.4.3 Historical Data

Task 1.4.3.1 Historical Data Configuration

Historical data consists of data that is required for trending of analog values to analyze process performance.

CH2M will provide the following:

- Recommendations in the form of a list to the City of Cocoa as to which I/O points will be configured for the Cocoa historical data trending. The City of Cocoa will review the list and provide comments to CH2M. Appropriate comments will be incorporated into the historical collection list. It is anticipated that all analog I/O points, reporting calculated values, and selected digital points will be stored.
- Configure the Historical server to read the appropriate historical data
- Configure each users' profile to access the Historical data through the Historian client

HMI Task Deliverable:

- Two electronic file copies of the Galaxy Repository and HMI screen shots

Task 2 Testing and Field Services

PMCS system application software testing will consist of In-House software testing, field Operational Readiness Testing Part 2 (ORT2),and field Performance Acceptance Testing.

Prior to testing, CH2M will develop and submit to the City of Cocoa a test plan. The City of Cocoa will have two weeks to review the test plan. Upon receipt of the comments from the test plan, CH2M will revise the test plan to incorporate appropriate comments.

Task 2.1 In-House Software Testing

Task 2.1.1 Develop In-House Software Test Procedures

CH2M will develop a document to be used as a guideline for documenting and testing of the PLC and HMI application software. The document will be submitted to the City of Cocoa for review, and comments will be incorporated into the document. The In-House Factory Test Procedure document will be issued to the City of Cocoa as a deliverable, and the document will serve as the basis for testing of the PLC/HMI application software at CH2M's office.

Deliverable: In-House Factory Testing Forms

Task 2.1.2 In House Application Software Testing

One In-House application software test will be performed prior to loading software in the field. The purpose of the test is to demonstrate that the control system application software is complete and ready for installation at the plant site. The City of Cocoa will witness the In-House software test and provide comments of any software deficiencies for correction by CH2M. The criteria for acceptance of control system strategies is based upon the previously agreed upon control system narrative criteria and I/O documents. All items found deficient will be corrected and re-tested by CH2M.

To aid in the in-house application software testing, a simulation program file will be developed to provide appropriate limit switch feedback, equipment run status feedback, and appropriate analog data entry values.
Deliverable: In-House Factory Test Completion Form

Task 2.2 Field Operational Readiness Test Part 2

Task 2.2.1 Develop Operational Readiness Test Part 2 Procedures

CH2M will develop an Operational Readiness Test Part 2 (ORT2) procedure document to be used as a guideline for documenting and testing of the PLC and HMI application software in the field. This document will include I/O checkout sheets and detailed testing to prove the control system functions correctly in the local control mode with HMI remote monitoring display in the local mode and remote manual control functionality. The document will be submitted to the City of Cocoa for review, and comments will be incorporated into the document. The Operational Readiness Testing document will serve as the basis for testing of the PLC/HMI in the field.
Deliverable: Operational Readiness Test Procedures

Task 2.2.2 Operational Readiness Testing (ORT)

ORT1 - Prior to loading software at the plant site, the construction contractor PICS integrator will complete the following tests; calibration of instruments, installation of all PLCs/HMI and remote I/O, communication verification of all PLCs/HMI and remote I/O, I/O checkout (including verification of instrument scaling) from the field device to the PLC, and local field testing of all equipment in the local manual mode. Services associated with ORT1 are not included in this scope of work.

ORT2 – The purpose of this testing is to confirm that the control system including application software is ready for operation in local mode with remote monitoring and in remote manual control from the HMI system. The construction contractor PICS integrator will perform and complete ORT1 prior to start of ORT2. The ORT2 testing will be managed by the construction contractor, and will require participation by the City of Cocoa. In a combined effort between the construction contractor and the Application Programming team, verify that the I/O assignment is correct by performing a complete I/O checkout from the field device to the PLC and to the HMI displays. Verify analog scaling is correct, all modes of local and remote manual operation function correctly, and verify the passing of data between all PLCs and HMI. During this testing, each part of the control system will be operated with live process (where appropriate and practical) to verify correct functionality. The City of Cocoa is encouraged along

with the Application Programming team to signoff each test completed. Any items found deficient will be corrected, re-tested, and verified.

The construction contractor PICS integrator will provide coordination with the City of Cocoa for the timing of the installation, configuration, and testing all LAN/WAN connected components for this project which will be performed by the City.
Deliverable: ORT2 Test Completion Form

Task 2.3 Field Performance Acceptance Testing (PAT)

Task 2.3.1 Develop Performance Acceptance Testing (PAT) Procedures

CH2M will develop a document to be used as a guideline for documenting and testing software, graphic displays, and remote automatic control functions that satisfy requirements of this scope of work. This document will be submitted to the City of Cocoa for review, and comments will be incorporated into the document. The document will serve as the basis for the performance acceptance testing protocol.
Deliverable: Performance Acceptance Testing Procedure

Task 2.3.2 Performance Acceptance Testing

CH2M will perform a witnessed performance acceptance test (PAT) at the plant site with the City of Cocoa staff to verify remote automatic control functions satisfy the requirements of this scope of work. Testing for the remote automatic control functions will be based upon the current approved control system narrative document and Input/Output (I/O) list. Each unit process area will be tested on a loop by loop basis to verify correct remote automatic functions. This test is similar to the remote auto testing that was performed in the in-house software test, but is based on the field inputs and outputs and not simulation.

The City of Cocoa and the startup team shall witness the Performance Acceptance Test. Completion of the Performance Acceptance Test provides acknowledgement that the application programming is complete and satisfies the requirements of the scope of work.
Deliverable: Witnessed PAT acceptance test results with final signoff

Task 3 Documentation

Task 3.1 Narrative, I/O List, and PLC/HMI Standards Document Update

CH2M will provide a one update to the narrative document and I/O list associated with this scope of work at the completion of the PAT testing.
Deliverable:

- One electronic file copy of the control system narratives utilized for software development
- Updated I/O list (Electronic Media - Excel format)

Task 4 Training

CH2M provided training will be conducted in the CH2M office.

Training provided by CH2M will focus on the specific application programming software configuration and its use. It is assumed that the PMCS staff engineers will obtain product specific training direct from the software manufacturer prior to the CH2M application specific training.

The following CH2M training will be provided.

* Plant Operations Simulation Training – Provide up to one 4 hour day of hands-on training on the development system at CH2M's office for up to five operation staff at each session. After the in-house software testing is complete, the actual final application software will be used with selected simulation to help familiarize the operator with the HMI graphic package and interrelationship of various process controls.

* Operation Staff Training - Training will be repeated to cover a second shift, for a total of up to two-half day training sessions during one site trip for up to seven operation staff per session. Content will include classroom training on the HMI system operation and process control functions for operator staff. HMI system operation training will focus on general HMI graphic functionality and navigation. Process control training will be included as part of this training with a focus on implementation of control narratives, trending setup, and operator control functionality.

Deliverable: Training documentation (electronic on CD and 15 hard copies of each)

Task 5 Coordination Services

CH2M will provide services to coordinate implementation of the application programming, in-house testing, and startup coordination of application programming with City of Cocoa operations, and the startup construction team.

Task 5.1 – Coordination Meetings

During software development, host one half day monthly coordination meeting with City personnel will be held at CH2M's office to review project schedule, PLC software development, and HMI graphic screen development. During these meetings the City will have the opportunity to monitor and comment on the progress of the application programming.

Attend up to 3 coordination meetings with the construction team prior to startup.

Attend weekly site startup meetings during the ORT2 and PAT phases of work.

Task 5.2 – Senior Quality Control

Provide for quality assurance input by CH2M senior staff during application programming development and provide for quality control review by CH2M's senior staff of work in progress and major deliverables.

Task 6 Enhancements and Troubleshooting

CH2M will provide an allocation of up to $8,000 for SCADA services. These services will be on a time and material basis per the attached City of Cocoa rate table. Services will be identified by the City and approved for execution prior to work starting. Services under this task include system enhancements, logic changes from the approved narratives, additional testing as

requested by the City, troubleshooting SCADA type problems, other SCADA support, additional meetings, additional training, or purchasing of control system software and hardware.

Schedule

This proposal will cover services and activities to be delivered through September 30, 2017. A detailed project work plan will be developed in conjunction with the City of Cocoa's scheduling requirements. CH2M will commence work within 1 week of receiving a written notice to proceed with the project.

Application programming is based upon the schedule and duration of construction anticipated at the time that these services are contracted. Deviations from the anticipated schedule or duration of construction will materially affect the scope of this contract and CH2M's compensation for the application programming, and will require an adjustment to CH2M's compensation.

Compensation

This task order includes both a firm fixed billing method and a time and materials billing method. The task order total fee is $129,178.

The total fee for the firm fixed price section for this task order for labor and expenses is $121,178 as shown in Compensation Table below. The total fee for the time and material section for this task order for labor and expenses is $8,000 as shown in Compensation Table below.

For the firm fixed price work, CH2M will provide the City of Cocoa a monthly invoice based upon the schedule of values as detailed in the Compensation Table below, along with a summary of activities performed under this contract. An estimated earned value (percent complete) for each project sub task will be the basis for progress payments.

For the time and material work, CH2M will invoice based on actual hours worked and expenses incurred with no markup on expenses or travel. Subcontracts and material procurement will be invoiced at actual cost, plus 10% markup on actual cost, plus applicable taxes and freight charges.

The Consultant's rates will be billed in accordance with rates defined in Attachment A. This proposal is effective for 90 days.

Task	Hours	Labor	Travel	Subtotal
Task 1 - Application Software Development	314	$52,550	$218	$52,769
Task 2 - Testing and Field Services	236	$38,014	$2,502	$40,516
Task 3 - Documentation	74	$12,428	$0	$12,428
Task 4 - Training	40	$6,541	$957	$7,498
Task 5 - Coordination Services	40	$7,967	$0	$7,967
Subtotal for FFP	**704**	**$117,500**	**$3,677**	**$121,178**

Task 6 - Enhancements (T&M)	44	$7,249	$751	$8,000
Grand Total	**748**	**$124,749**	**$4,428**	**$129,178**

Assumptions

- Any special or custom software drivers required will be provided by the City of Cocoa with the equipment (such as power monitoring devices, VFD interface drivers, etc.). This scope does not include development of custom drivers or procurement of base software products.
- CH2M will allot sufficient time for the City of Cocoa staff to review work at formal review points and the City of Cocoa will provide written acceptance of work or notification for correction. A maximum of 14 calendar days after receipt will be allowed for the City of Cocoa response or work will be considered acceptable as submitted.
- Testing durations for ORT2 and PAT for each unit process area are budgeted at 4 working days for ORT2 and 4 working days for PAT. Longer testing durations, re-testing, or additional contractor defined startup support will require additional funding.
- Network configuration services such as loading City network software, configuring switches, and troubleshooting network problems related to the City network are provided by the City staff. City of Cocoa will install all required network software including virus software, configure the City network switches, and provide troubleshooting assistance for all City network related problems.
- Field wiring, design, and construction type activities are not included with this scope of supply.
- Development of reports and updates to the reporting database are not included in this scope of work.
- Updates to the base HMI software and PLC firmware and not included in this scope of work.

Acceptance

This Task Order will become part of the Agreement upon execution by both parties.

Approved for the City of Cocoa

By: _____

Title: _____

Date: _____

Accepted for CH2M Hill Engineers, Inc.



By: _____

Title: Vice President

Date: April 11, 2017

Attachment A
CH2M HILL 2017 Per Diem Schedule

Classification	Description	2017 Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

1. Billing rates were negotiated rates for Year 2012. However, these rates will be held firm for use on this task order.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders and City will be billed based on actual hours by category designated for an individual employee.

Legislation Details (With Text)

File #:	17-200	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	4/28/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Approve the Stone Street Utility Easement Relocation Agreement. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Final Pre-Development Utility Easement Relocation Agreement.pdf 2016-103 (Vacating a portion of Stone Street).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 28, 2017
Agenda Date: May 9, 2017
Prepared By: Steven P. Belden, AICP, Community Services Director
Through: Anthony Garganese, City Attorney
Requested Action:
Approve the Stone Street Utility Easement Relocation Agreement.

BACKGROUND:

The City Council approved vacating a portion of Stone Street right of way pursuant to City of Cocoa Resolution No. 2016-103, located between US 1 and the F.E.C. railroad right of way. During the staff review of the vacation request, it was determined that there exists water and sewer lines on the north and south side of the right of way. To preserve future water and sewer connections it will be necessary to relocate the lines as the property is developed.

The adopted Resolution reserved a non-exclusive easement to construct, install, relocated, maintain, and repair infrastructure and appurtenances under, over and upon Stone Street Property.

The owner desires to develop the property and as part of filing a development application will request permission to relocate the utility infrastructure located within the Stone Street Easement. The Owner and the City desire to provide for the future relocation of the aforesaid utilities and the termination and replacement of Stone Street Easement pursuant to the terms and conditions of the Agreement attached hereto.

The Agreement provides for the following:

- In connection with the Stone Street Easement, it is agreed that at such time as the Owner

desires to develop and/or improve the Development Property, the Owner shall be entitled to relocate the Stone Street Easement and any City infrastructure and/or appurtenances located under, over or upon the Stone Street Easement to a new comparable replacement easement located on the Development Property that is reasonably acceptable to the City.

- The relocation shall only be requested by the Owner and occur in conjunction with a development project on the Development Property.
- The relocation shall be at the sole cost and expense of the Owner.
- The relocation shall be subject to City specifications and fully coordinated with the City's Utilities Department.
- The contractor performing the relocation must be licensed and experienced in dealing with construction and installation of water and sewer infrastructure and shall be subject to the City's approval.
- Prior to commencing work the contractor shall provide written indemnify and hold harmless agreement in a form provided by the City Attorney; a certificate of insurance and endorsement naming the City an additional named insured.
- Written warranty of the work for a minimum one year maintenance bond.
- The new replacement easement shall be non-exclusive and in a form deemed reasonably acceptable by the City Attorney and the Owner shall pay all recording fees for the new replacement easement and the legal instrument prepared by the City Attorney terminating the existing Stone Street Easement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Resolution No. 2016-103, adopted by City Council on September 27, 2016.

RECOMMENDED MOTION:

Approve the Stone Street Utility Easement Relocation Agreement.

Prepared by and Return to:

Anthony A. Garganese
City Attorney Cocoa
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

PRE-DEVELOPMENT

UTILITY EASEMENT RELOCATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this _____day of May 2017, ("Effective Date") by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (the "City"), whose address is, 65 Stone Street, Cocoa, Florida, 32922, and **BISCAYA COCOA HOLDINGS, LLC.**, a Florida limited liability company, its successors and/or assigns, ("Owner"), whose address is 444 Brickell Ave Unit Ste 417, Miami, FL 33131.

RECITALS:

WHEREAS, the Owner is the owner of certain real property located within the jurisdictional limits of the city of Cocoa and legally described on the attached **EXHIBIT "A,"** which is fully incorporated herein by this reference (hereinafter referred to as "Property"); and

WHEREAS, the City's City Council recently vacated a portion of Stone Street (hereinafter referred to as the "Stone Street Property") pursuant to City of Cocoa Resolution No. 2016-103 which was recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida (hereinafter referred to as "Resolution"); and

WHEREAS, in accordance with the terms and conditions of the Resolution, the City reserved a non-exclusive easement to construct, install, relocated, maintain, and repair infrastructure and appurtenances under, over and upon the Stone Street Property because existing City water, sewer and reuse utilities are located within Stone Street Property (hereinafter referred to as the "Stone Street Easement"); and

WHEREAS, upon recordation of the Resolution and by operation of law, the Owner has claimed ownership to the Stone Street Property due to the fact that the Property is located adjacent and on either side of the Stone Street Property; and

WHEREAS, Owner acknowledges and agrees that these claims of ownership related to the Stone Street Property are subject to the Stone Street Easement; and

WHEREAS, the Owner desires to redevelop the Property and the Stone Street Property in the future; and

WHEREAS, at such time the Owner redevelops the Property and Stone Street Property, the Owner will be required to file with the City one or more development permit applications; and

WHEREAS, in conjunction with the filing of the aforesaid development permit application(s), Owner will likely request permission from the City to relocate the utility infrastructure located within the Stone Street Easement in order to facilitate the development of a commercial project(s) to be constructed on the Stone Street Property and the Property from time to time; and

WHEREAS, the Owner and the City desire to provide for the future relocation of the aforesaid utilities and the termination and replacement of the Stone Street Easement pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency is acknowledged, the undersigned parties agree as follows:

1.0 GENERAL.

1.1 Recitals. The foregoing recitals are hereby acknowledged by City and Owner as true and correct, and are fully incorporated herein by this reference as a material part of this Agreement.

1.2 Definitions. In addition to the definitions set forth in the recitals, the following words shall have the meaning ascribed to them herein unless the context clearly indicates otherwise:

(a) "Development Property" shall mean that certain real property owned by the Owner and legally described on the attached **EXHIBIT "A,"** which is hereby fully incorporated herein by this reference, and the vacated portion of Stone Street legally defined in City of Cocoa Resolution No. 2016-103 as recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida.

20 FUTURE RELOCATION OF UTILITIES. In connection with the Stone Street Easement, it is agreed that at such times as the Owner desires to develop and/or improve the Development Property, the Owner shall be entitled to relocate the Stone Street Easement and any City infrastructure and/or appurtenances located under, over or upon the Stone Street Easement to a new comparable replacement easement located on the Development Property that is reasonably acceptable to the City. The relocation shall only occur not more than once per year and be subject to the following general conditions:

21 The relocation shall only be requested by the Owner and occur in conjunction with a development project on the Development Property that has been authorized and permitted by the City (or for which Owner has applied for any such permit).

22 The relocation shall be at the sole cost and expense of the Owner.

23 The relocation of any City infrastructure and/or appurtenances within the Development Property shall be subject to applicable City specifications and shall be fully coordinated with, and under the supervision, of the City's Utilities Department.

24 The contractor performing the relocation of the infrastructure and/or appurtenances must be licensed and experienced in dealing with the construction and installation of water and sewer infrastructure and shall be subject to the City's approval. Approval of the contractor shall not be unreasonably withheld by the City.

25 Prior to commencing the relocation work, the contractor shall be required to provide the City with the following: (a) a written indemnify and hold harmless agreement in a form provided by the City Attorney indemnifying and holding the City harmless for contractor's work relocating the City's water and sewer infrastructure and utilities, and (b) a certificate of insurance and endorsement naming the City an additional named insured with respect to any liability arising out of the contractor's work relocating the City's water and sewer infrastructure and utilities and any defects in workmanship, and if requested by the City, copies of insurance policies and endorsements.

26 Upon the City accepting the relocation work performed by contractor, the contractor shall be required to: (a) provide a written warranty of the work for a minimum of one year from the date of acceptance by the City; and (b) provide the City with a minimum one year maintenance bond issued by a surety licensed and in good standing in Florida.

27 The new replacement easement shall be non-exclusive and in a form deemed reasonably acceptable to the City Attorney and the Owner shall pay all recording fees for the new replacement easement and the legal instrument prepared by the City Attorney terminating the existing Stone Street Easement.

28 The Stone Street Easement, or any subsequently granted replacement easement, will not be terminated and cancelled of record until such time that a new replacement easement has been accepted by the City and recorded in the Public Records of Brevard County, Florida and any City infrastructure and/or appurtenances have been removed from the Stone Street Easement and successfully relocated by the Owner to the new replacement easement area.

3.0 SEVERABILITY. Should any paragraph/section or any part of any paragraph/section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, the Parties agree to meet to discuss the impact of the court's decision and determine whether it is feasible for both Parties to continue with this Agreement without the benefit of the provision(s) deemed void, invalid, or unenforceable. If either party determines that it is not feasible to continue with this Agreement under such circumstances, the party shall have the right to terminate this Agreement by providing written notice to the other party, without penalty.

4.0 CHOICE OF LAW; VENUE. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and

interpretation of this Agreement and the performance due hereunder. The Parties agree that venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

5.0 INTEGRATION; MODIFICATION. The drafting, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the reimbursement required by Owner hereunder. Modifications of this Agreement shall only be made in writing signed by both parties.

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

7.0 HEADINGS; SECTIONS. All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. The words "section" and "paragraph" (and "subsection" and "subparagraph") are sometimes used interchangeably herein to reference provisions of this Agreement.

8.0 WAIVER. Any waiver by the City of any breach or violation of Owner's responsibilities and obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

9.0 NO JOINT VENTURE. No provision contained herein shall be construed as creating a joint venture between the Parties.

10.0 NOTICES. Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

For City:

CITY OF COCOA
Attn: City Manager
65 Stone Street
Cocoa, Florida 32922

For Owner:

BISCAYA COCOA HOLDINGS, LLC
Attn: Oded M. Kaiser, Manager
444 Brickell Avenue, Suite 417
Miami, Florida 33131

Phone: 321-433-8660
Fax: 321-433-8690

Phone: 305.579.0222
Fax: 305.579.0279

Either party may change the notice address by providing the other party written notice of the change.

11.0 INDEMNIFICATION AND HOLD HARMLESS. To the maximum extent permitted by law, Owner covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents and employees from any claim, loss, attorney's fees, damage, bodily injury (including death), cost, charge or expense arising out of any act, action, neglect or omission relating to Owner's and its contractors and agents performance of the terms and conditions of this Agreement, whether direct or indirect, and whether to any person or property to which the City or said parties may be subject, except that Owner will not be liable under this paragraph for damages arising out of any injury or damage to persons or person resulting from the negligence or intentionally wrongful acts or omissions of the City or any of their respective officers, agents or employees. This indemnification shall survive the termination or expiration of this Agreement.

12.0 NO THIRD PARTY RIGHTS. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

13.0 RECORDATION. This Agreement shall be recorded in the Public Records of Brevard County, Florida, and shall run with the Development Property. Upon any sale or transfer of the Development Property and recordation of a Deed or Certificate of Sale thereto, the prior Owner shall be relieved of any obligations under this Agreement arising from events occurring from and after the date of such transfer, and the then Owner of the Development Property shall be deemed to be the Owner under this Agreement from and after the date of such transfer.

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

15.0 EFFECTIVE DATE. This Agreement shall take effect upon approval and

execution of this Agreement by both Parties. This Agreement is subject to approval by the City's City Council at a duly held public meeting.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below for each signatory.

CITY:

CITY OF COCOA, FLORIDA

By:_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

OWNER:

BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company

By: _____

Oded M. Kaiser, Manager

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Oded M. Kaiser, as Manager of BISCAYA COCOA HOLDINGS, LLC, LLC, who is/is not personally known to me, or has produced _____ as identification.

_____

NOTARY

My Commission Expires: _____

EXHIBIT "A" LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, in Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

Lots 11, 12, and 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, and

CFN 2016194300, OR BK 7724 PAGE 150,
Recorded 10/03/2016 at 04:48 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:4

4

RESOLUTION NO. 2016-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; VACATING A PORTION OF STONE STREET GENERALLY LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1 AND EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY TRACKS APPROXIMATELY FIFTY FEET (50') WIDE BY ONE HUNDRED SIXTY FEET (160') LONG WITHIN THE CITY OF COCOA; RESERVING UNTO THE CITY OF COCOA A WATER, SEWER, AND REUSE EASEMENT OVER, UNDER AND UPON THAT PORTION OF STONE STREET BEING VACATED HEREUNDER; PROVIDING FOR THE REPEAL OF RESOLUTION NO. 2016-91 AND ANY OTHER PRIOR INCONSISTENT RESOLUTIONS, RECORDING, SEVERABILITY AND AN EFFECTIVE DATE.

City of Cocoa 65 Stone St Cocoa FL 32922

WHEREAS, the City Council of the City of Cocoa has been asked to consider vacating a portion of Stone Street, more particularly described herein; and

WHEREAS, this Resolution was adopted pursuant to Section 20-14 of the City Code and the Florida Municipal Home Rule Powers Act; and

WHEREAS, the City of Cocoa does not currently use, nor has any plans to use, the subject portion of Stone Street for roadway purposes, except the City of Cocoa desires to retain easement rights for City water, sewer, and reuse purposes; and

WHEREAS, to the best of the City's knowledge, no other public utilities are currently utilizing the subject portion of Stone Street; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT RESOLVED 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 of the City Council of Cocoa.

Section 2. **Stone Street Vacation; Reservation of Easement.** The City Council of the City of Cocoa hereby vacates the portion of Stone Street depicted and described on **Exhibit "A,"** attached hereto and fully incorporated herein by this reference, subject to the City of Cocoa

hereby retaining, for the benefit of the public, a non-exclusive easement to construct, install, relocate, maintain and repair infrastructure and appurtenances under, over and upon the vacated portion of Stone Street for purposes of the City's water, sewer and reuse utilities. Said easement rights shall remain in full force and effect until expressly terminated by the City of Cocoa by a legal instrument duly approved by the City Council and recorded in the Official Public Records of Brevard County, Florida.

Section 3. **City Clerk to Record.** Following adoption of this Resolution, this Resolution shall be recorded by the City Clerk in the Official Records for Brevard County, Florida.

Section 4. **Repeal of Prior Inconsistent Resolutions.** Resolution No. 2016-91 is hereby expressly repealed and was considered *void ab initio* and not given any legal effect due to the fact that the resolution was not properly advertised in a newspaper of general circulation prior to consideration and adoption by the City Council pursuant to Section 20-14 of the City Code. Further, all other prior inconsistent resolutions adopted by the City Council are hereby repealed.

Section 5. **Severability.** If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, 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 resolution.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida, and recorded pursuant to Section 3 of this Resolution.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 27th day of September, 2016.

Henry V. Parrish, III, Mayor

ATTEST: **Carie Shealy, City Clerk**

EXHIBIT "A"

LEGAL DESCRIPTION

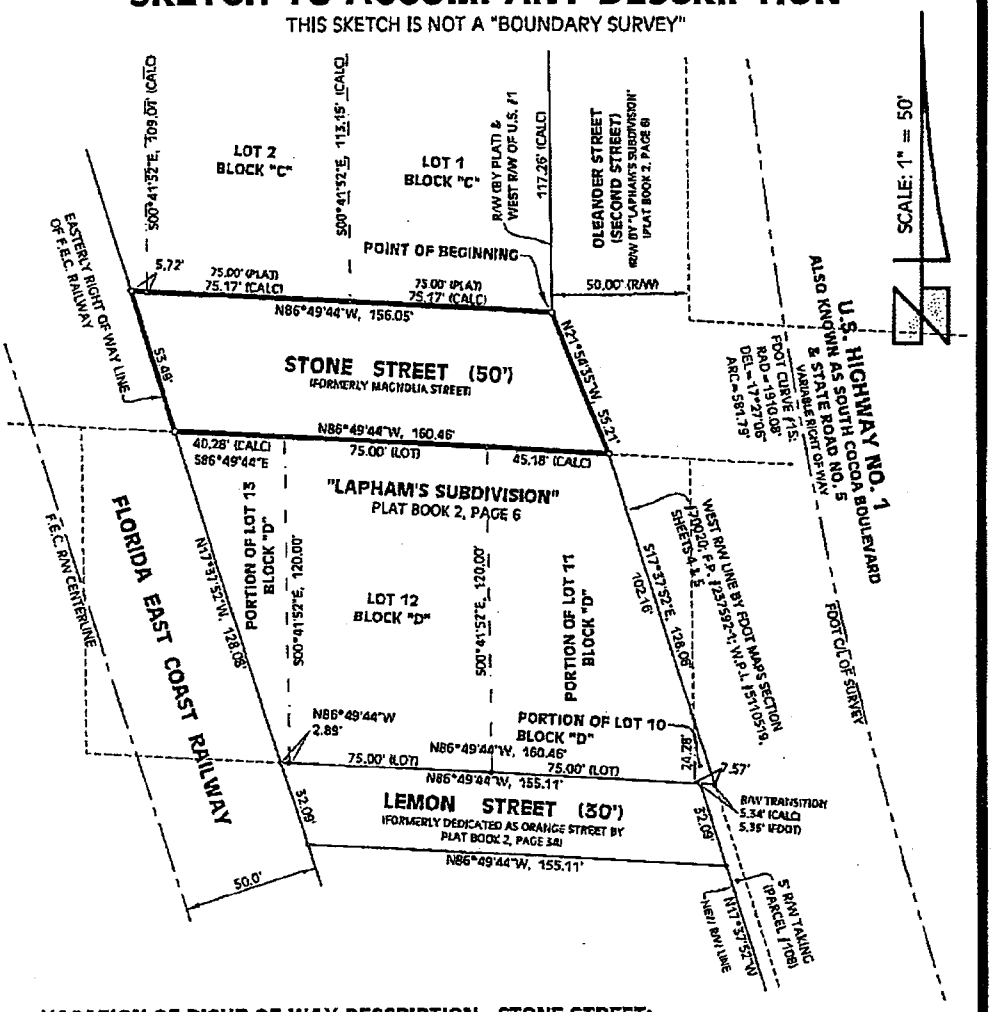
VACATION OF RIGHT OF WAY DESCRIPTION - STONE STREET:

THAT PORTION OF STONE STREET (SAID STREET BEING AN UN-NAMED 50 FOOT WIDE RIGHT OF WAY BY DEDICATED BY "LAPHAM'S SUBDIVISION", RECORDED IN PLAT BOOK 2, PAGE 6 AND RE-DEDICATED AS MAGNOLIA STREET BY "SUNNYSIDE ADDITION TO COCOA, FLORIDA", RECORDED IN PLAT BOOK 2, PAGE 34, BOTH OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), WHICH LIES WEST OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AND EAST OF THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY (A 100 FOOT WIDE RIGHT OF WAY), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK "C" OF "LAPHAM'S SUBDIVISION" RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORD OF BREVARD COUNTY, FLORIDA, (SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AS DEFINED BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 70020, W.P.I. 5110519, F.P. 237592-1, DATED 7/30/04), THENCE RUN WEST, ALONG THE NORTH RIGHT OF WAY LINE OF STONE STREET, A DISTANCE OF 156 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE SOUTHEASTERLY, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 53.5 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID STONE STREET; THENCE EAST, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 160 FEET, MORE OR LESS TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A VARIABLE WIDTH RIGHT OF WAY) AS DEFINED BY THE AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS; THENCE NORTHWESTERLY, A DISTANCE OF 55 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"



VACATION OF RIGHT OF WAY DESCRIPTION - STONE STREET:

THAT PORTION OF STONE STREET (SAID STREET BEING AN UN-NAMED 50 FOOT WIDE RIGHT OF WAY BY DEDICATED BY "LAPHAM'S SUBDIVISION", RECORDED IN PLAT BOOK 2, PAGE 6 AND RE-DEDICATED AS MAGNOLIA STREET BY "SUNNYSIDE ADDITION TO COCOA, FLORIDA", RECORDED IN PLAT BOOK 2, PAGE 34, BOTH OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), WHICH LIES WEST OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AND EAST OF THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY (A 100 FOOT WIDE RIGHT OF WAY), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK "C" OF "LAPHAM'S SUBDIVISION" RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORD OF BREVARD COUNTY, FLORIDA, (SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AS DEFINED BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 70020, W.P.I. 5110519, F.P. 237592-1, DATED 7/30/04), THENCE RUN WEST, ALONG THE NORTH RIGHT OF WAY LINE OF STONE STREET, A DISTANCE OF 156 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE SOUTHEASTERLY, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 53.5 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID STONE STREET; THENCE EAST, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 160 FEET, MORE OR LESS TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A VARIABLE WIDTH RIGHT OF WAY) AS DEFINED BY THE AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS; THENCE NORTHWESTERLY, A DISTANCE OF 55 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

DRAWN BY: RMP

CHK'D BY:

DATE: 5/19/16

JOB #: 15-160-2

SHEET 1 OF 1

PREPARED FOR & CERTIFIED TO THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND FOR THOSE SERVICES EXPRESSED HEREON. USE OF THIS DOCUMENT BY ANY PARTY OTHER THAN THOSE LISTED OR FOR PURPOSES OTHER THAN THOSE EXPRESSED WILL BE AT THE SOLE RISK OF THAT PARTY WITHOUT LIABILITY OF ANY KIND TO THIS SURVEYOR.

SKETCH & DESCRIPTION -
RIGHT OF WAY VACATION

BISCAYA COCOA HOLDINGS, LLC

r.m. packard & assoc., inc.
surveying & mapping
197 BOUGAINVILLEA DRIVE
ROCKLEDGE, FLORIDA 32955
TEL.: (321) 632-6335

Legislation Details (With Text)

File #:	17-154	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	4/5/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Conduct final Public Hearing to approve the City of Cocoa FY 2017/2018 CDBG & HOME Action Plan; Authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD) upon final grant award allocation; and Authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Public Hearing Ad for May 9, 2017 1 FY2017-2018 Action Plan cover 2 SF424 2017 3 FY17-18 Action Plan 4 Appendix Consolidated Plan Certifications 5 Appendix Maps				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 21, 2017
Agenda Date: May 9, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Conduct final Public Hearing to approve the City of Cocoa FY 2017/2018 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD) upon final grant award allocation; and authorize the Mayor to sign all subsequent certifications and agreements.

BACKGROUND:

The City of Cocoa anticipates receiving $169,584 in Community Development Block Grant (CDBG) funds and $72,045 in HOME grant funds for Fiscal Year 2017/2018 from the U.S. Department of Housing and Urban Development (HUD). The City receives HOME funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The overall purpose of the CDBG Program is the development of viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities

principally for persons of low- and moderate income. Eligible activities include public services, public facilities and improvements, housing, code enforcement, clearance and demolition, economic development, acquisition, and disposition. At least 70% of all CDBG funds must be expended on program activities benefiting low- and moderate income persons. HOME Program funds can only be used for housing activities benefiting low- and moderate income persons.

Based on priorities and goals identified in the FY 2016/2020 Five-Year Consolidated Plan, the City of Cocoa developed a one year Action Plan, which identifies community development projects that shall be undertaken between October 1, 2017 and September 30, 2018.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper summarizing the proposed projects and a 30 day public comment period on March 28, 2017. The 30 day public comment period began March 31, 2017 and ends on May 2, 2017. To date no comments have been received.

Projects were advertised with the approximate funding amounts of $169,584 for CDBG and $72,045 for HOME in accordance to Council's approved recommendations on March 14, 2017 in order to meet the submission deadline to Brevard County. However, the City has NOT received the final grant allocations for CDBG and for HOME and funding amounts may be increased or decreased upon final grant award.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2017/2018

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$ 6,943
Central Brevard Sharing Center (*community kitchen)*	$ 6,940
Early Learning Coalition of Brevard *(subsidized child care)*	$ 6,554
Salvation Army (domestic violence shelter meals)	$ 5,000
HOUSING AND PUBLIC FACILITIES IMPROVEMENTS:	
City-Code Enforcement Initiated Demolitions	$ 20,000
Housing Rehabilitation	$ 90,231
ADMINISTRATION:	
CDBG Administration and Operational funds	$ 32,916
Fair Housing Education & Outreach	$ 1,000
TOTAL CDBG FUNDS:	**$169,584**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2017/2018

Housing: CHDO/Housing Activity	$ 66,282
HOME Administration and Operational funds	$ 5,763
TOTAL HOME FUNDS:	**$ 72,045**

Staff is requesting Council hold the second and final public hearing on the proposed FY2017/2018 Action Plan for submission to HUD upon final grant award allocation and authorize the Mayor to sign all subsequent certifications and agreements.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

No budget impact in FY2016/2017

PREVIOUS ACTION:

Held Public Hearing on March 14, 2017, to obtain the views of citizens on housing and community development needs; approved recommendations on FY 2017/2018 CDBG and HOME Program funding; and approved notice to solicit public comment and notice of final Public Hearing.

RECOMMENDED MOTION:

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

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.: 0002026944
Pymt Method Invoice
Net Amt: $255.82

Run Times: 1

No. of Affidavits: 1

Run Dates: 03/28/17

Text of Ad:

AD#2026944 3/30/2017

CORRECTED NOTICE OF PUBLIC HEARING
CITY OF COCOA'S PROGRAM YEAR 2017/2018 CDBG & HOME ACTION PLAN
PROPOSED FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive $169,584 in Community Development Block Grant (CDBG) Entitlement funds and $72,045 in HOME Investment Partnership funds for Program Year 2017-2018. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, public facilities and improvements, or demolition and clearance. In addition, the Consolidated Plan allows jurisdictions to develop strategies for a five (5) year period, using combined funding sources, to address housing and community needs. The Cocoa City Council will hold a second and final public hearing on Tuesday, May 9, 2017 at 6:00 pm in Council Chambers, located at 65 Stone Street to make available for final comments on the final statement of objectives and projected use of funds for program year 2017-2018 Action Plan.

The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2017-2018

PUBLIC SERVICES:	
Community Services Council (meals on wheels & seniors at lunch)	$ 6,943
Central Brevard Sharing Center (community kitchen)	$ 6,940
Early Learning Coalition of Brevard (subsidized child care)	$ 6,554
Salvation Army (meals in domestic violence shelter)	$ 5,000
HOUSING AND PUBLIC FACILITIES IMPROVEMENTS:	
Housing Rehabilitation Program	$ 90,231
Community Services-Clearance (code enforcement initiated demolitions)	$ 20,000
ADMINISTRATION:	
CDBG Administration and Operational funds	$ 32,916
Fair Housing Education & Outreach	$ 1,000
TOTAL CDBG FUNDS	**$169,584**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR PROGRAM YEAR 2017-2018

HOUSING: CHDO/Housing Activity	$ 66,282
HOME Administration and Operational funds	$ 5,763
TOTAL HOME FUNDS	$ 72,045

Copies of the City of Cocoa's 2017/2018 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS will be available at City Hall, Community Services Office, 65 Stone Street and at the Central Brevard County Library, at 308 Forest Avenue, Cocoa, Florida as of March 31, 2017. All citizens are invited and encouraged to make oral or written comments beginning March 31, 2017 through May 2, 2017 and to attend the final public hearing on May 9, 2017. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ellen Heuser at the City of Cocoa at (321) 433-8520 within 72 weekday hours of the hearing. Written comments must be submitted in person or by mail. Oral comments will also be accepted at the public hearing scheduled for Tuesday, May 9, 2017.

FY 2017/2018 ACTION PLAN



Regina Myra Subdivision



Habitat for Humanity Home Dedication

Prepared by the:
City of Cocoa
Community Services Department
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8520

Embedded Adobe XML Form

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5142629&GUID=5670E8DB-C876-48FE-8CAB-26819B22928D* is an Adobe XML Form document that has been embedded in this document. Double click the pushpin to view.



CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

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

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

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____

Signature/Authorized Official Date

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) _____ , _____(a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

_____

Title

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____
Signature/Authorized Official Date

_____
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

_____

Title

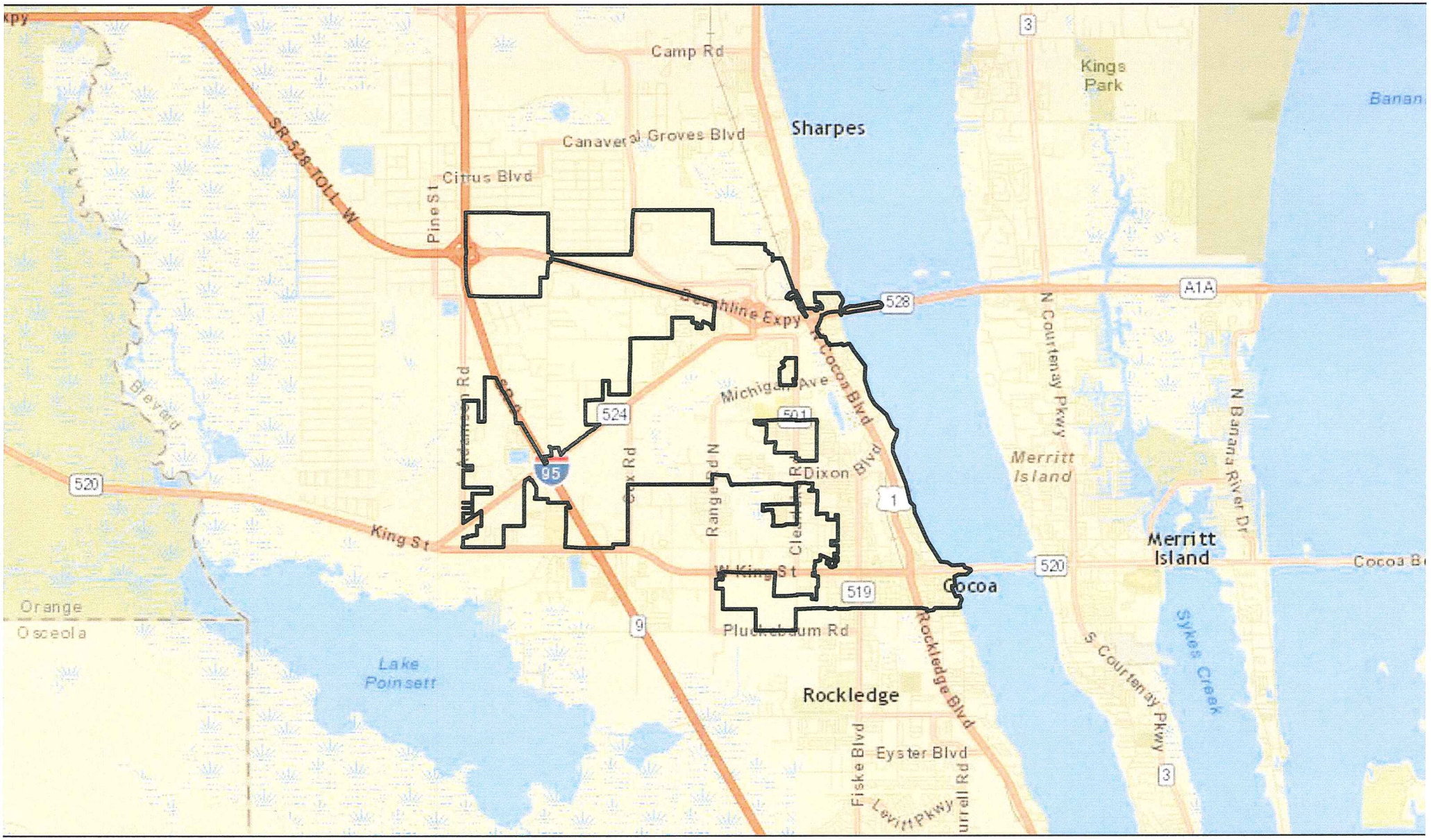
APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Cocoa - City Boundary & CDBG Allocation



ıne 1, 2016

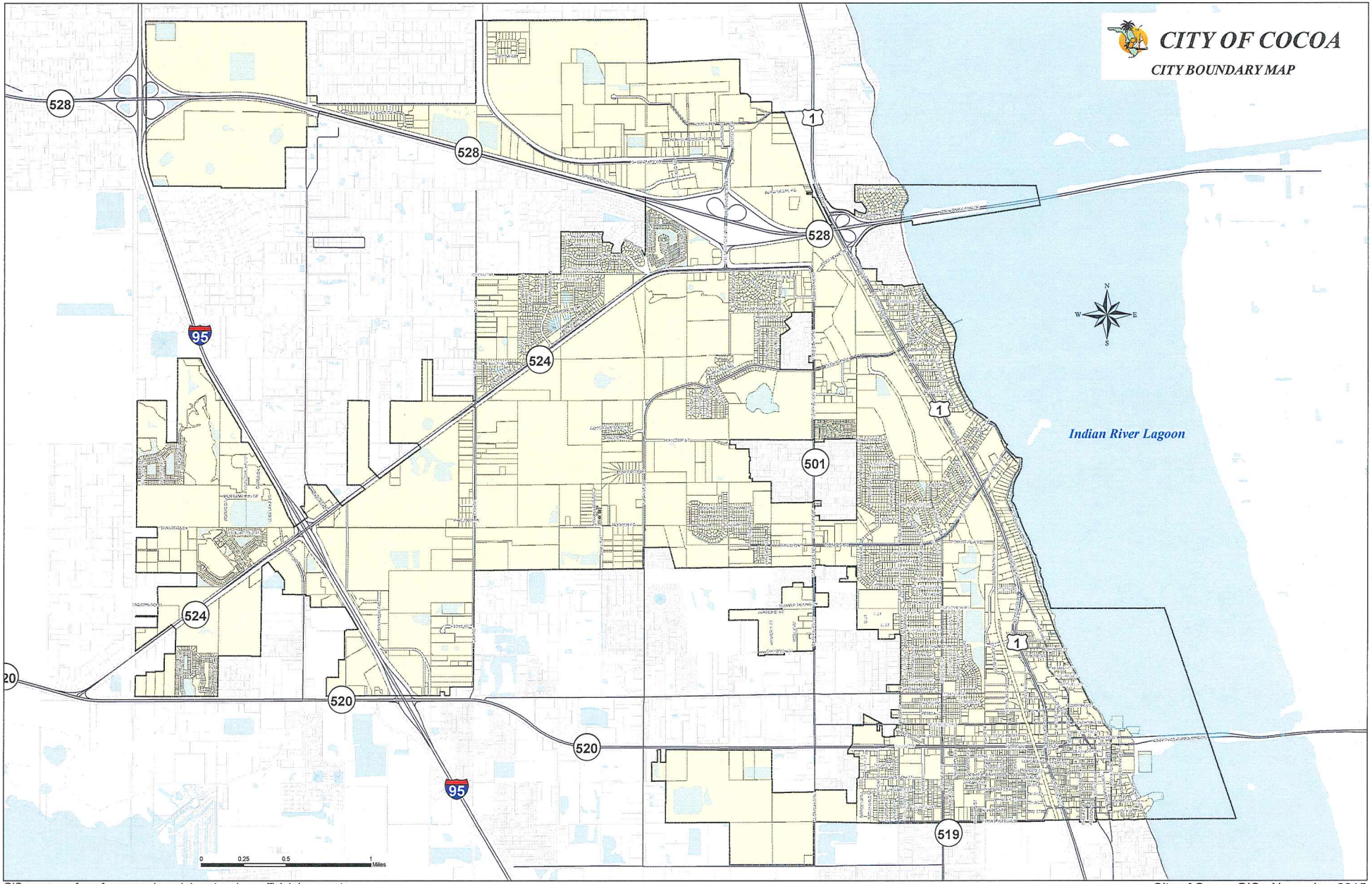
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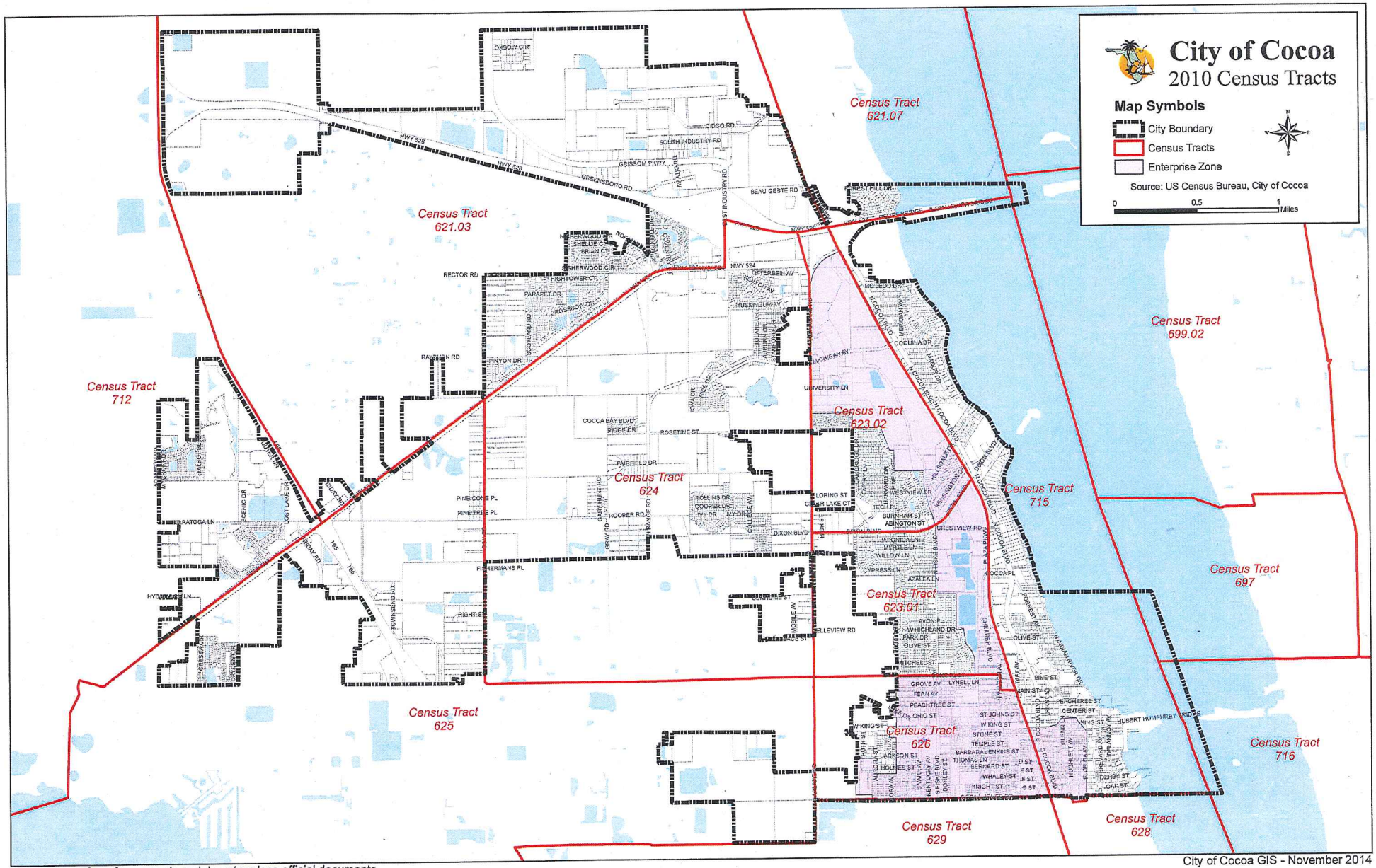
0 1.5 3 6 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRC/ Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia OpenStreetMap contributors, and the GIS User Community



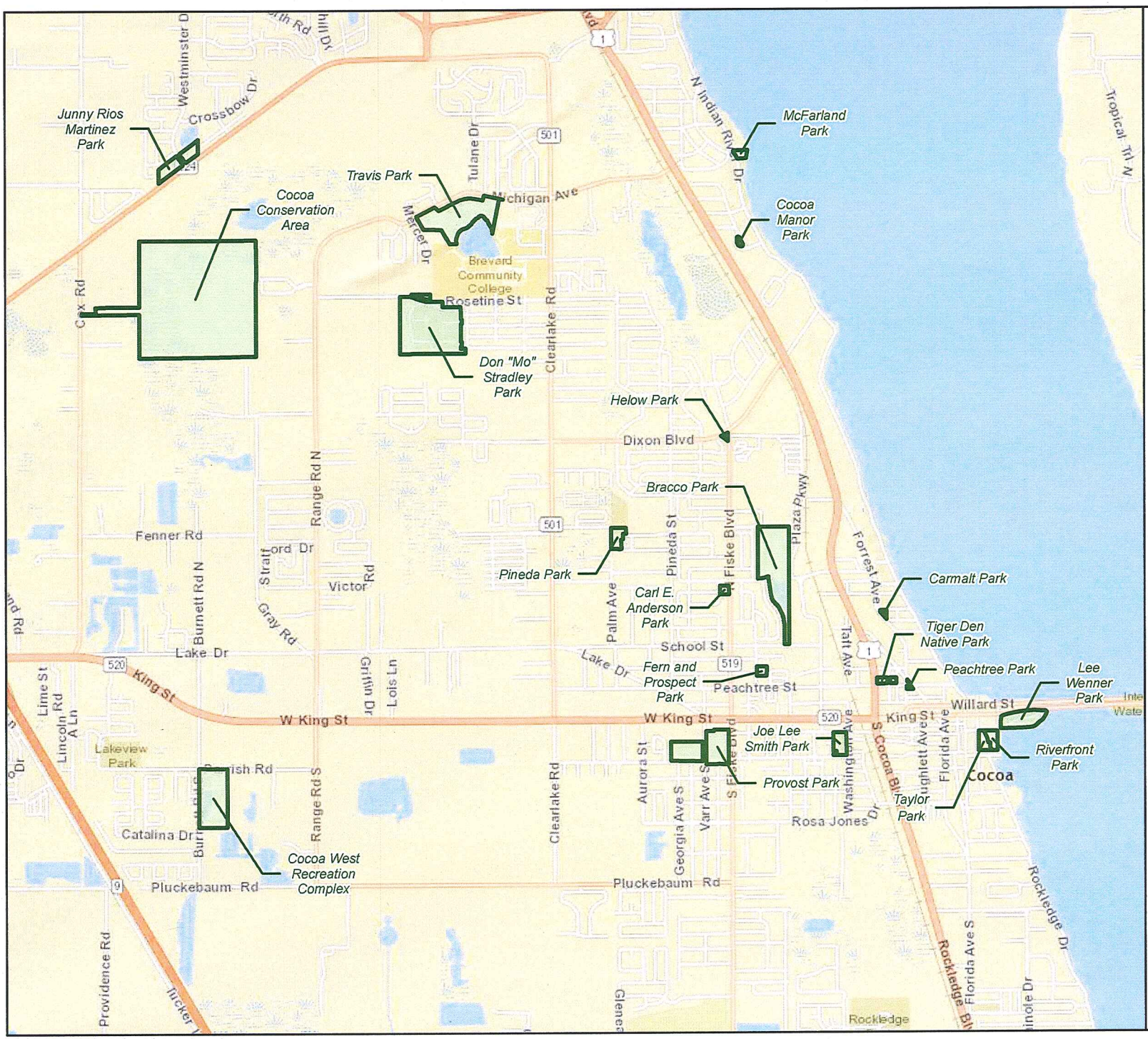
GIS maps are for reference only and do not replace official documents.

City of Cocoa GIS - November 2015



GIS maps are for reference only and do not replace official documents.

City of Cocoa GIS - November 2014



City of Cocoa
Park Boundaries

Park Boundary

N
W E
S

0 1,000 2,000 3,000
Feet

Map Date: 06/03/2016

City of Cocoa
65 Stone St.
Cocoa, FL 32922
www.cocoafl.org

Map Disclaimer:

The map is created from theCity of Cocoa's GIS database. The City of Cocoa makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

N:\AdHocRequests\Maps\Parks\CityParks.mxd

Legislation Details (With Text)

File #:	17-185	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	4/24/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa, YAD Assets, LLC, and Tim and Arlet Levensaler a.k.a. Sophlex Properties which conditionally provides a reduction of the code enforcement liens associated with 909 School Street to $1,996.66. This is the amount of the fixed liens, plus $750 for administrative costs. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Code Enforcement Lien Reduction Agreement - approved by CEB Lien Reduction Application 909 School Street				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2017
Agenda Date: May 9, 2017
Prepared By: Eric Austin, Police Major
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa, YAD Assets, LLC, and Tim and Arlet Levensaler a.k.a. Sophlex Properties which conditionally provides a reduction of the code enforcement liens associated with 909 School Street to $1,996.66. This is the amount of the fixed liens, plus $750 for administrative costs.

BACKGROUND:

The City has been approached by Tim and Arlet Levensaler, who are seeking to purchase 909 School Street. 909 School Street has been under code enforcement action since 2010. Code Enforcement has continually received complaints on the property due to the unit being vacant and unsecured and for overgrowth. The City recently initiated foreclosure action to obtain the property. The City currently has six (6) code liens relating to property maintenance violations.

- Case No. 10-204 (still in violation) - Order Imposing Administrative Fine/Lien - O.R. Bk/Pg 6228/1987, for violation of: §6-1006(a) accumulation of rubbish; §6-805(a)(3) unfit for human occupancy; §6-900(b)(11) storing junk; §6-1203(a-c) plumbing fixtures; §6-1004(c) maintenance of interior surfaces; §6-1003 rental business tax receipt. Fine imposed: $250/day from 7/25/2010 to present, and still running at $250/day;
- Case No. 10-754 - Nuisance Abatement Lien - O.R. Bk/Pg 6278/2361 in the principal amount

of $411.66;

- Case No. 11-599 - Nuisance Abatement Lien - O.R. Bk/Pg 6451/1968 in the principal amount of $360.00;
- Case No. 13-70 - Nuisance Abatement lien - O.R. Bk/Pg 6746/1535 in the principal amount of $165.00;
- Case No. 15-1083 (still in violation) - Order Imposing Fine and Lien - O.R. Bk/Pg 7673/2176, for violation of: §6-1003(l) handrails and guards; §6-1003(m) windows; §6-1003(o) doors; §6-1001(g) accessory structure. Fine imposed: $150/day from February 6, 2016 to present, and still running at $150/day; and
- Case No. 16-552 (still in violation) - Order Imposing Administrative Fine/Lien - O.R. Bk/Pg 7738/1946, for violation of: exterior maintenance. Fine imposed: $250/day from October 1, 2016 to present, and still running.

The current market value is **$35,570.00** according the Brevard County Property Appraiser.

The Levensaler's manage a total of 100 rental units in two (2) states. Most of these (68) are in Brevard County and within Cocoa city limits. They own and manage 917 & 919 School Street, which are two (2) units in the six (6) plex and ten (10) units on the north side of Lynell Lane. Several years ago, the Code Enforcement Division and the Police Department actively sought property owners of Lynell Lane to assist them with cleaning up the neighborhood, the Levensaler's proactively assisted the City in these efforts.

The Levensaler's have reached an agreement with YAD Assets, LLC, current property owner of 909 School Street to purchase the property if they are assured that the City will reduce the total amount owed under the code liens if the buyer brings the property into compliance within sixty (60) days of the closing date.

The Code Enforcement Board unanimously approved the Agreement, which was drafted by the City Attorney's office pursuant to 6-707 of the Cocoa City Code at the April 20, 2017 Code Enforcement Board hearing.

Staff is requesting that City Council approve the Code Enforcement Lien Reduction Agreement, conditionally agreeing to reduce the code enforcement liens associated with 909 School Street to One thousand nine hundred ninety six dollars and sixty six cents ($1,996.66), which is the amount of the fixed liens, plus $750 for administrative costs.

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

STRATEGIC PLAN CONNECTION:

Image - by approving the Lien Reduction Agreement, the Buyer will complete all necessary repairs to bring the Property into compliance with codes within sixty (60) days of the date the permits are issued by the City.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on April 20, 2017, approved the Code Enforcement Lien Reduction Agreement.

RECOMMENDED MOTION:

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

CODE ENFORCEMENT LIEN REDUCTION AGREEMENT

THIS CODE ENFORCEMENT LIEN REDUCTION AGREEMENT("Agreement") is made and entered between the **CITY OF COCOA** ("City"), **YAD ASSETS, LLC**, ("Owner"), and **TIM AND ARLET LEVENSALER AND SOPHLEX PROPERTIES** ("Buyer").

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration in which the Parties acknowledge, the Parties agree as follows:

1. **Property**. Owner is the fee simple owner of the property located at **909 School Street, Cocoa, Florida**, and legally described as TWP-24 SB-36 SC-32 SB-02 BLK-C LOT-3, COCOA ANNEX REPLAT NO. 2, PT OF LOT 3 BLK C AS DES IN ORB 2442 PG 39, PLAT BOOK 9 PG 36 ("the Property").

2. **Liens**. The City currently has six code liens relating to property maintenance violations on the Property, which were duly recorded in the Official Records of Brevard County, to wit:

a. Case No. 10-204 (still in violation) - Order Imposing Administrative Fine/Lien - O.R. Bk/Pg 6228/1987, for violation of: §6-1006(a) accumulation of rubbish; §6-805(a)(3) unfit for human occupancy; §6-900(b)(11) storing junk; §6-1203(a-c) plumbing fixtures; §6-1004(c) maintenance of interior surfaces; §6-1003 rental business tax receipt. Fine imposed: $250/day from 7/25/2010 to present, and still running at $250/day;

b. Case No. 10-754 - Nuisance Abatement Lien - O.R. Bk/Pg 6278/2361 in the principal amount of $411.66;

c. Case No. 11-599 - Nuisance Abatement Lien - O.R. Bk/Pg 6451/1968 in the principal amount of $360.00;

d. Case No. 13-70 - Nuisance Abatement lien - O.R. Bk/Pg 6746/1535 in the principal amount of $165.00;

e. Case No. 15-1083 (still in violation) - Order Imposing Fine and Lien - O.R. Bk/Pg 7673/2176, for violation of: §6-1003(l) handrails and guards; §6-1003(m) windows; §6-1003(o) doors; §6-1001(g) accessory structure. Fine imposed: $150/day from February 6, 2016 to present, and still running at $150/day; and

f. Case No. 16-552 (still in violation)- Order Imposing Administrative Fine/Lien - O.R. Bk/Pg 7738/1946, for violation of: exterior maintenance. Fine imposed: $250/day from October 1, 2016 to present, and still running.

3. As of the effective date of this Agreement, neither the current owner nor previous owner have cured all the violations on the Property and thus, some of the liens continue to accrue the daily fine. As of April 5, 2017, the total amount of fines owed for code violations is in excess of $700,000.

4. The City acknowledges that most of the code violations were imposed against the previous owners of the Property and were not caused by Owner, nor have they been corrected by Owner. Owner has been unable to bring the Property into compliance;

5. The code liens on the Property hinder productive development of the property and limit the Owner's ability to sell the Property. Owner desires to sell the Property to Buyer and Buyer is willing to bring the Property into compliance with all current violations, but the Buyer requires assurances that the City will reduce the total amount owed under the code liens to an agreeable amount upon Buyer bringing the Property into compliance.

6. Owner/Buyer applied for a reduction of the code liens pursuant to section 6-707 of the Cocoa City Code, and the Code Enforcement Board and City Council conditionally agreed to reduce the code liens to **One thousand nine hundred ninety six dollars and sixty six cents** ($1,996.66) in consideration of the Owner and Buyer agreeing to and completing the conditions set forth herein.

7. **Reduction and Release of Liens.** The City hereby agrees to the satisfaction and release of the code liens listed in paragraph 2 upon the completion of the following:

a. **Purchase and Sale of the Property.** Owner agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Owner subject to the code liens. Said purchase and sale shall be completed and closed no later than 90 days from the effective date of this Agreement ("Closing Date"). Owner shall provide immediate written notice to the City of the Closing Date.

b. **Payment Due.** No later than ten (10) days after the Closing Date, Owner shall pay to the City the amount of **One thousand nine hundred ninety six dollars and sixty six cents** ($1,996.66) representing the reduced amount of the code liens.

c. **Permits Required.** Buyer shall be responsible for obtaining any and all necessary permits required to bring the Property into compliance. Said permits must be applied for and issued within thirty (30) days of the Closing Date.

d. **Repairs Completed.** All the necessary repairs to bring the Property into compliance with codes must be completed within sixty (60) days of the date the permits are issued by the City.

e. **No New Violations.** No new or additional code violations shall exist on the Property.

8. **Failure to Comply.** In the event all of the conditions set forth in Section 7 of this Agreement are not fully complied with, the lien reduction request shall be automatically denied, the Order reducing the fine shall be null and void, and the code liens listed in paragraph 2 shall remain a charge against the Property in the amount they would have been had the reduction not been approved and this Agreement had not been executed by the Parties, less credit for any payments received by the City toward the code liens.

9. **City to Record Satisfaction and Release of Lien.** Upon full satisfaction of all conditions set forth in Section 7, the City shall file Satisfactions and Releases of the code liens in the Public Records of Brevard County, and shall dismiss the pending lien foreclosure case filed in Brevard County Circuit Court, Case No. 05-2016-CA-051590.

10. **Representations of the Parties.** The parties hereby each represent and warrant to the others that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the parties, constitute a legal, valid and binding obligation enforceable against the parties hereto in accordance with the terms and conditions of this Agreement.

11. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute related to this Agreement arising out of state law shall be properly located in Brevard County, Florida and any federal dispute shall be in Orlando, Florida.

12. **Amendments.** This Agreement shall not be modified or amended except by written agreement duly executed by all the parties hereto.

13. **Entire Agreement.** This Agreement supersedes any other agreement, oral or written, regarding the code liens on the Property and contains the entire agreement between the City, Owner and Buyer as to the subject matter hereof.

14. **Severability.** If any provision of this Agreement is found invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

15. **Effective Date.** This Agreement shall become effective upon the execution of this Agreement by all parties hereto.

16. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right

to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

17. **City Police Power.** Owner and Buyer agree and acknowledge that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

18. **Interpretation**. The parties hereby agree and acknowledge that they have each participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

19. **Outstanding Liens, Taxes**. Buyer and Owner agree that one or the other shall pay the outstanding water liens attached to the property and the outstanding property taxes owed. The City makes no representation as to any other liens or interests attached to the Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the dates indicated below.

CITY OF COCOA, FLORIDA:

_____
Henry U. Parrish III, Mayor

ATTEST:

By: _____ Date:_____
City Clerk

OWNER: YAD ASSETS, LLC

_____
Signature Authorized Representative

_____
Print Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, who [ ] is personally known to me or [ ] produced _____ as identification.

_____
NOTARY PUBLIC, State of _____
My commission expires:_____

BUYER: TIM LEVENSALER

_____
Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **Tim Levensaler**,who [ ] is personally known to me or [ ] produced _____ as identification.

_____
NOTARY PUBLIC, State of _____
My commission expires:_____

BUYER: ARLET LEVENSALER

_____
Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **Arlet Levensaler**, who [ ] is personally known to me or [ ] produced _____ as identification.

_____
NOTARY PUBLIC, State of _____
My commission expires:_____

BUYER: SOPHLEX PROPERTIES

_____
Signature Authorized Representative

_____
Print Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **the authorized representative for SOPHLEX PROPERTIES**, who [ ] is personally known to me or [ ] produced _____ as identification.

_____
NOTARY PUBLIC, State of _____
My commission expires:_____

Application # CE - _____ - _____

LIEN REDUCTION APPLICATION

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

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

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

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

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 4/7/17

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

Company (if applicable): N/A

Name: Arlet Levensaler

Mailing Address: P.O Box 542349

City: Merritt Is. State: FL Zip Code: 32954

Phone #: 321-258-7466 Fax #: 321-783-4100

Mobile #: Same E-mail: Moetme@aol.com

3. **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: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 909 School St., Cocoa, FL 32922

Parcel ID:

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

Tax Account Number:

☐☐☐☐☐☐☐

Existing Use(s) on Property: Residential

Proposed Use(s) on Property: no Change

(If residential – (circle one) **owner occupied or rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? no

Nature of Violation(s): _____

Date Fine or Lien Imposed: _____ Amount of Fine: _____ per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: _____

5. **Please provide the following information:**

Code enforcement case number: _____

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? (Yes) / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? 60

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

Purchase + ReHab Agreement w/ City

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Amount you are requesting that the lien be reduced to: _____

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

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

no

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

   a. ☐ **Notarized application.**

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

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

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

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

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

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

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

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

11. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Arleta P. Levensaler 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 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.

Arleta Levensaler
(APPLICANT SIGNATURE)

Florrie L. Edgecombe
(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 6 day of April, 20 17

Notary Public State of Florida
Florrie L Edgecombe
My Commission FF 947946
Expires 01/30/2020

Legislation Details (With Text)

File #:	17-196	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	4/25/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Consider the Reappointment of Mr. Bruce Gilmore as a Regular member of the Board of Adjustment through May, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04_25_17 Bruce Gilmore Reappointment paperwork.pdf 04_25_17 Gilmore Consideration letter.pdf BOA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 25, 2017
Agenda Date: May 9, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Mr. Bruce Gilmore as a Regular member of the Board of Adjustment through May, 2020

BACKGROUND:

Mr. Bruce Gilmore has served as a member of Cocoa's Board of Adjustment since May, 1990. His current term expires in May and he has indicated his willingness to serve on the Board for another three years. If reappointed, his term would be through May, 2020.

He currently meets all other qualifications for serving on a City board. A current Board of Adjustment roster is attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has appointed and reappointed members to various Cocoa boards and committees as vacancies and term expirations have occurred.

RECOMMENDED MOTION:

Consider the Reappointment of Mr. Bruce Gilmore as a Regular member of the Board of Adjustment through May, 2020

In response to inquiry by the Office of the City Clerk, I, Bruce Gilmore

✓ seek reappointment

_____ do not seek reappointment

as a member of the Board of Adjustment for the City of Cocoa for a three-year term.

Sincerely,

Bruce R. Gilmore

Bruce Gilmore

Additional Comments: would be an honor to serve

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RECEIVED
APR 20 2017
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Bruce R. Gilmore Application Date: Apr 19, 2017

Street Address, Including Zip Code: 413 Westchester Dr, Cocoa, FL 32926-6640

Telephones: Home 321-632-7687 Work: — Pager: — Cell: 321-806-8986

Place of Business: Retired

Title/Position Held: Board of Adjustment

Date of Birth[2] Dec 25, 1948

Email Address: bgilmore003@cfl.rr.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
✓	Board of Adjustment		Pension Board – Police
	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
	Housing Authority		Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
			Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes	✓	No	
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes		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.

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.

Re-appointment would enjoy service for the City of Cocoa.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

✓ Male
____ Female

DISABILITY

NO Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: Bruce R. Gilmore Date: Apr 19, 2017

Social Security No: [redacted]

Drivers License No:

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

April 25, 2017

Mr. Bruce Gilmore
413 Westchester Drive
Cocoa, FL 32926

Re: Reappointment as a Regular member of the Board of Adjustment

Dear Mr. Gilmore,

The City Council will consider your application for reappointment as a Regular member to the Board of Adjustment at its Regular meeting on May 9, 2017.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert W. Frey, Chairman	322 Clearlake Rd. Cocoa, FL 32922 bikesNpawn@yahoo.com	633-1326 480-7623(c)	4/14/15 Reappointed 5/8/12 Reappointed 4/14/09 Reappointed 5/23/06 Reap. 3/03 Reappointed 10/97 Appointed	2018
Matthew Ford	709 Hughlett Ave. Cocoa, FL 32922-7669	636-2977 hm 266-9533 pgr	5/16 Reappointed 4/13 Reappointed 9/11 appointed (fulfilling his own term-was removed due to absenses, then reapplied)	2019
Jane Jollay	1515 N. Indian River Drive Cocoa, FL 32922 janejollay@yahoo.com	848-5174 cell	06/16 reappointed 01/15 appointed (fulfilling term of Seminazzi)	2019
James Goins	707 Johnson Street Cocoa, FL 32922	208-4088 hm, cell, work	3/17 appointed Fulfilled Rip Dyals seat	2018
Nancy N. Elliot-*Vice Chairperson as of 7/20/16*	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	5/14 appt.	2017
Bruce Gilmore	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687	04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2017
Connie T. Harvey	29 Riverside Drive #601 Cocoa, FL 32922 CTIPPETT@aol.com	806-3525 hm 571-268-2121 cell	4/14/15 Reappointed 01/15 appointed (fulfilled term of M. Williams)	2018
Vacancy 2nd Alternate				
Vacancy- 1st Alternate				
LIAISON	Councilwoman Warner		Updated 01/17	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Legislation Details (With Text)

File #:	17-198	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	4/26/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Consider the Appointment of Mr. Wesley Park as a Regular member of the Utilities Advisory Board through November, 2019. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Wesley Park application.pdf Wesley_Park_Resume.pdf 04_25_17 Park Consideration letter.pdf UAB Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 26, 2017
Agenda Date: May 9, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Mr. Wesley Park as a Regular member of the Utilities Advisory Board through November, 2019

BACKGROUND:

Mr. Wesley Park submitted an application for Board appointment in April, 2017. After speaking with the City Clerk about available vacancies on boards, he showed an interest in the Utilities Advisory Board and requested to be a member.

The Utilities Advisory Board currently has two (2) Regular member vacancies and two (2) Alternate member vacancies. If appointed, Mr. Park's term would be for three years and would be through November, 2020.

Mr. Park currently meets all other qualifications for board membership.

A current UAB roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has appointed and reappointed members to various Cocoa boards and committees as vacancies and term expirations have occurred.

RECOMMENDED MOTION:

Consider the Appointment of Mr. Wesley Park as a Regular member of the Utilities Advisory Board through November, 2019

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, April 05, 2017 5:23 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Wesley
Last Name	Park
Application Date	4/5/2017
Address1	1112 Abington Street
City	Cocoa
State	Florida
Zip	32922
Home Phone Number	321-298-2685
Work Phone Number	321-298-4943
Cell Phone Number	321-298-2685
Other Phone Number	321-298-2687
Place of Business	Thales USA
Title/Position Held	Software Test Engineer
Date of Birth*	10/16/1982
E-mail Address	wesley.n.park@gmail.com

Wesley Parks would like UAB
spoke w/ him on 4/19/2017

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

(Section Break)

Various City Boards/Committees Available	Pension Board - General Employees

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember	No

by blood, adoption, or marriage?	
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	Wesley_Park_Resume.pdf
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	After spending most of my life as a proud citizen of the City of Cocoa I would like to become more active in our community and participate as a member of the General Employees' Pension Board to gain a better understanding of our city's fiduciary duties and responsibilities to its employees. If given the opportunity to participate on this board I promise to represent the best interest of the pension plan, and work closely with the other board members to ensure the pension fund will meet, or hopefully exceed, future payment obligations. Attached is my resume for reference of my work history. Thank you for your consideration of my application.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Wesley Norris Park
Date:	4/5/2017
Social Security Number	[redacted]
Drivers License Number	

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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Wesley N. Park

SKILLS

- Present and explain program status reports and data findings to customers using visual display, question and answer, and lecture formats.
- Interpret flight test data to diagnose malfunctions and systemic performance problems.
- Recommend changes in rules, policies, standards, and regulations, based on knowledge of operating conditions, aircraft improvements, and other factors.
- Analyze and interpret blueprints, manuals, and other materials to determine specifications, inspection and testing procedures, certification methods, and measuring instruments required.
- Inspect new, repaired, or modified aircraft to identify damage or defects and to assess airworthiness and conformance to standards, using checklists, hand tools, and test instruments.
- Set up and operate test equipment to evaluate performance of developmental parts, assemblies, or systems under simulated operating conditions, and record results.
- Conduct inspections for quality control and assurance programs, reporting findings and recommendations.
- Prepare and maintain detailed repair, inspection, investigation, and certification records.
- Assemble mechanical/electrical systems and prototypes according to engineering data, using hand tools and measuring instruments.
- Plan method or sequence of operations for developing or testing experimental equipment.
- Modify prototypes, parts, assemblies, or systems to correct functional deviations.
- Test and troubleshoot instruments, components, and assemblies, using circuit testers, oscilloscopes, or voltmeters.

ASSIGNED PROGRAM HISTORY

Program	Company
Sustaining and Future IFE Systems Integration Development	Thales Group
MQ-8B Unmanned System (Intelligence, Surveillance, & Reconnaissance Task Force)	Northrop Grumman
ARES I-X Test Launch Program Support	United Space Alliance
Space Shuttle Operations Staff	United Space Alliance
Naval Rotary Test and Evaluation Program	DynCorp International
AH-1W Cobra/UH-1N Huey Maintenance Operations	United States Marine Corps

WORK HISTORY

Dates	Company Name	Job Title	Location
11/2012-Present	Thales Group	Software Test Engineer	Melbourne, FL
01/2011-04/2012	Northrop Grumman Corp.	Field Technician 4/Supervisor	Webster Field, MD
02/2010-01/2011	DynCorp International	Aircraft Phase Lead	NAS Patuxent River, MD
03/2007-12/2009	United Space Alliance	Operations Staff	Kennedy Space Center, FL
01/2002-01/2007	United States Marine Corps	Quality Assurance (SNCOIC)	Camp Pendleton, CA

EDUCATION

Dates	Institution	Program	Location
05/2006-Present	Embry-Riddle Aeronautical Univ.	B.S. in Aeronautics	Patrick AFB, FL
07/2006-12/2006	Embry-Riddle Aeronautical Univ.	Aviation Maintenance Tech.	Camp Pendleton, CA
08/1997-05/2001	Cocoa High School	High School Diploma	Cocoa, FL

BRIEF TRAINING SUMMARY

Dates	Course	Training Authority
07/10/2011	Continuous Process Improvement	Northrop Grumman
12/04/2009	Digital Literacy Certification	Microsoft
02/15/2006	Operational Risk Management	United States Marine Corps
06/15/2005	Quality Assurance Representative	United States Marine Corps

E-MAIL Wesley.N.Park@gmail.com
1112 Abington Street • Cocoa, FL 32922-6801 • Phone (321) 298-2685

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

April 25, 2017

Mr. Wesley Park
1112 Abington Street
Cocoa, FL 32922

Re: Reappointment as a Regular member of the Utilities Advisory Board

Dear Mr. Park,

The City Council will consider your application for reappointment as a Regular member to the Utilities Advisory Board at its Regular meeting on May 9, 2017.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Utilities Advisory Board	**Meets Forth Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lorraine Koss	2115 N. Indian River Drive Cocoa, FL 32922	703-201-8811 (cell)	12/16 reappointed 02/14 appointed (to fill non-renewed term of Carol Noble)	2019
VACANCY-Zimmerman, Elliot resigned 4/8/14	3212 Westchester Drive, Cocoa FL 32926 EZCPA@cfl.rr.com	632-8861(H)	1/8/13 appointed to fill vacancy of Ardell Smith	2015
VACANCY- Ric Holt Resigned 4/14/16	4030 Pinyon Drive, Cocoa, FL 32926	633-7049 (H)	02/15 Reappointed (term exp. 11/2014) 01/12 appointed to Bruce Tate Sr. spot (expired in Nov. 2011)	2017
David H. Jollay	1515 N. Indian River Drive Cocoa, FL 32922 dhjollay@yahoo.com	452-8694 (H) 327-6479 (w) 432-2006 (C)	03/16 Appointed (fulfilled term of F. Barzee)	2017
Barbara Kinsey	1628 Manor Drive Cocoa, FL 32922	638-0269 (H) 652-9049 (C)	02/16 Appointed (fulfilled vacancy from A. Sims)	2017
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) ~~Mr. Robert G. Adolphe, P.E., Utility Services Director~~ Mark Reagan, JD, PE, Engineer III, Utility Services Department, Alternate	2725 Judge Fran Jamieson Way, Building A-213 Viera FL 32940 Address same as above	633-2089 mreagan@brevardcounty.us steve.peffer@brevardcounty.us	Notice of appointment received 6/11/2010	
~~Angela Apperson~~ ~~Acting City Manager, City of Cape Canaveral~~	105 Polk Avenue Cape Canaveral, FL 32920	868-1230		
Charles Billias City of Cocoa Beach	2 South Orlando Avenue Cocoa Beach, FL 32932			
David Henderson Deputy City Manager City of Rockledge	1600 Huntington Lane Rockledge, FL 32955			
LIAISON	Deputy Mayor Boisvert		Updated 01/17	
Counsel: None				
RECORDING SECRETARY	Norma Hernandez	433-8701		

Legislation Details (With Text)

File #:	17-161	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	4/10/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Approve Amendment #1 to Task Order 2017-35 (Change Order #1 to P.O. 69956) with CDM Smith, Inc., Maitland, Florida to Cover Additional Expenses for the MCC and Conduit Replacement, Project WS1222; To Approve a Resolution Amending the FY2017 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order #1 $149,600.pdf Exhibit B.pdf Fully Executed Task Order #35.pdf COI 01-2018.pdf Scope of Services.pdf Budget Resolution FY 2017 BAF-UT-CDM Smith T.O. 2017-35.1 (05-09-2017)~ Agenda 17-161.pdf TO-UT-CDM-Task Order #2017-35-1-04-10-2017-$149600.pdf Exhibit A.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 10, 2017
Agenda Date: May 9, 2017
Prepared By: Don Stevens, Sellers WRF Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Amendment #1 to Task Order 2017-35 (Change Order #1 to P.O. 69956) with CDM Smith, Inc., Maitland, Florida to Cover Additional Expenses for the MCC and Conduit Replacement, Project WS1222; To Approve a Resolution Amending the FY2017 Budget

BACKGROUND:

CDM Smith is requesting an extension of their construction Resident Project Representative (RPR) to cover the extended period of the construction project for Task Order #35, regarding MCC and Conduit Replacement Project. The Resident Project Representative (RPR) tasks will be extended on this project.

Task Order 2017-35 was created to provide RPR, assistants and other field staff to assist Engineer in observing progress and quality of the work of contractor.

Change Order #1 in the amount of $149,600 will allow for RPR to provide daily reports for the remainder of the fiscal year for Project No. WS1222.

Staff recommends approval of Change Order #1 in the amount of $149,600.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$149,600
Account Number	421-4120-536-63-00, WS1222
Account Name	Infrastructure
Source of Funds:	421-4120-536.63-00, WS17RT
Change Order Amount	$149,600
Original Purchase Order	69956
Original P.O. Amount	$170,000
Total number of change orders to date	1
Total amount in change orders to date	149,600

PREVIOUS ACTION:

On December 8, 2015, City Council approved Task Order #35 with CDM Smith, Inc., for bidding and construction services for the Sellers WRF Motor Control Centers 1-6 (MCC) and Conduit Replacement, Project # WS1222.

On January 24, 2017, City council approved Resolution Amending FY2017 Budget using Water/Sewer Reserves to cover the continuation of work for Capital Projects that were under budgeted or not budgeted in FY2017.

RECOMMENDED MOTION:

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

(35)

Change Order

Project Name/Number:	Jerry Sellers WRF MCC & Conduit Replacement Project
Purchase Order:	68119 / 69956
Project Change Order Number:	1
City Change Order Number:	1
Original Contract Price:	$170,000
Total Purchase Order To Date:	$170,000
Total Increase in Contract Amount for Change Order:	$149,600
Total Adjusted Contract with Change:	**$319,600**
Number of calendar days contract is increased due to this change order:	170
Number of calendar days contract is decreased due to this change order:	NA
Original Final Completion Date:	April 8, 2017
Adjusted Final Completion Date:	**December 2, 2017**
This change order is requested by:	Don Stevens
This change order is recommended by:	CDM Smith

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 3/28/17

Engineer/Date 3/29/17

Project Manager/Date 4/5/17

Utilities Director/Date

* MUST GO TO COUNCIL DUE TO FUNDING

Change Order

Justification: The purpose of this change order is to extend the resident project representative (RPR) services to December 2, 2017. The original scope of services included 9 months of RPR services which will end in April 2017. The Contractor's scope of work has expanded under Change Order No. 1 and the Contract Time has been extended to December 2017. It is anticipated that the RPR will be needed on site until December 2, 2017. Additional details regarding RPR services can be found in Exhibits A and B.

Contract Time: This change order includes RPR services through December 2, 2017 as a result of the expanded scope of work and extension of the Construction Contract Time to December 2017.

Payment: Monthly based on hourly rates per the original task order.

EXHIBIT B TO AGREEMENT
BETWEEN
OWNER AND ENGINEER

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on May 27, 2008 between City of Cocoa (OWNER) and CDM Smith, Inc. (ENGINEER) for providing professional services.

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Constructor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Constructor, for safety precautions and programs incident to the work of any Constructor, for any failure of any Constructor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER'S Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER'S agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor, RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning their acceptability.

2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

3. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

4. *Liaison:*

   a. Serve as ENGINEER'S liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist ENGINEER in serving as OWNER'S Liaison with Contractor when Contractor's operations affect OWNER'S on-site operations

   b. Assist in obtaining from OWNER additional details or information, when requited for proper execution of the Work.

5. *Shop Drawings and Samples:*

   a. Record date of receipt of Shop Drawings and Samples.

   b. Receive Samples that are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.

   c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

6. *Review of Work, Defective Work, Inspections, Tests and Start-ups:*

   a. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

   b. Inform ENGINEER of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

   c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

   d. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

   e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

   f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.

7. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with R PR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

9. *Records:*

    a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.

    b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

    c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

10. *Reports:*

    a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

    c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.

    d. Report immediately to ENGINEER and OWNER the occurrence of any accident,

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

13. *Completion:*

    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

    c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

    d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Agreement or the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Task Order Request Form

ENGINEERING SERVICES FOR WASTEWATER TREATMENT & DISPOSAL

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-10-COC Vendor: CDM Smith, Inc.

Dept./Division Name: Utilities/Sellers Requestor: Rabun (Don) Stevens Date: 10/19/15

Project Number: WS1222 Title: Superintendent

AMENDMENT

Please use this section only if you are revising the original task order, which will generate a change order.

Amendment to Original Task Order No. _____ Requested Amendment Amount: _____

Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____

Total number of Amendments including this one: _____

Quote/Proposal #: Task Order #35 Dated: 10/19/15 Amount: $ 170,000.00

☑ Quote Attached

John "Jack" Walsh

Director's Signature

Scope of Services / Justification for Amendment

CDM Smith, Inc., will provide the Sellers WRF a Resident Project Representative (RPR) to oversee the Sellers WRF MCC and Conduit Replacement Project. Daily reports will be provided by the RPR as part of this scope. Exhibit "B", Agreement Between Owner and Engineer, which outlines duties, responsibilities and limitations of authority of the RPR, is attached for your information and review.

Design is Construction Related: ☐ Yes ☑ No Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached ☐ Yes ☐ No

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2016-35

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 11/5/15 Signature: Hank Rowan Digitally signed by Hank Rowan Date: 2015.11.05 10:17:11 -05'00' H. J. (Hank) Rowan Title: Purchasing Manager

Date: 12/08/15 Signature: John A. Tilkenich, Jr., AICP Title: City Manager

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/22/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Aon Risk Services Northeast, Inc.
Boston MA Office
One Federal Street
Boston MA 02110 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Commerce & Industry Ins Co	19410
INSURER B:	New Hampshire Ins Co	23841
INSURER C:	American Home Assurance Co.	19380
INSURER D:	Illinois National Insurance Co	23817
INSURER E:	National Union Fire Ins Co of Pittsburgh	19445
INSURER F:	Lloyd's Syndicate No. 2623	AA1128623

INSURED
CDM Smith Inc.
75 State Street, Suite 701
Boston MA 02109 USA

COVERAGES **CERTIFICATE NUMBER:** 570064890513 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL3629894	01/01/2017	01/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $300,000 $10,000 $2,000,000 $4,000,000 $4,000,000
E E	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CA 1921822 AOS CA 1921821 MA	01/01/2017 01/01/2017	01/01/2018 01/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014649625 AOS WC014649626 AK,AZ,VA	01/01/2017 01/01/2017	01/01/2018 01/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Env Contr Poll			CPO1213030 Pollution Liab.	01/01/2016	01/01/2018	Each Loss Deductible Aggregate	$30,000,000 $500,000 $30,000,000

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

RE: RFQ #Q-08-10-COC, Consulting Services for wastewater treatment and disposal system. City of Cocoa is added as an Additional Insured in regards to General Liability.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa FL 32922 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570064890513

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AGENCY CUSTOMER ID: 10518329
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER: See Certificate Number: 570064890513	
CARRIER: See Certificate Number: 570064890513 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC014649627 CA	01/01/2017	01/01/2018		
D		N/A		WC014649628 FL	01/01/2017	01/01/2018		
B		N/A		WC014649629 IL, KY, NC, NH, UT	01/01/2017	01/01/2018		
B		N/A		WC014649630 MA, ND, OH, WA, WI, WY	01/01/2017	01/01/2018		
B		N/A		WC014649631 NJ, PA	01/01/2017	01/01/2018		
	OTHER							
F	Archit&Eng Prof			PSDEF1700033 Professional/Claims Made	01/01/2017	01/01/2018	Each Claim	$3,000,000
							Aggregate	$3,000,000

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EXHIBIT B TO AGREEMENT
BETWEEN
OWNER AND ENGINEER

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on May 27, 2008 between City of Cocoa (OWNER) and CDM Smith, Inc. (ENGINEER) for providing professional services.

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Constructor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Constructor, for safety precautions and programs incident to the work of any Constructor, for any failure of any Constructor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER'S Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER'S agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor, RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning their acceptability.

2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

3. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

4. *Liaison:*

    a. Serve as ENGINEER'S liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist ENGINEER in serving as OWNER'S Liaison with Contractor when Contractor's operations affect OWNER'S on-site operations

    b. Assist in obtaining from OWNER additional details or information, when requited for proper execution of the Work.

5. *Shop Drawings and Samples:*

    a. Record date of receipt of Shop Drawings and Samples.

    b. Receive Samples that are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.

    c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

6. *Review of Work, Defective Work, Inspections, Tests and Start-ups:*

    a. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

    b. Inform ENGINEER of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

    c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

    d. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

    e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

    f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.

7. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with R PR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

9. *Records:*

    a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.

    b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

    c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

10. *Reports:*

    a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

    c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.

    d. Report immediately to ENGINEER and OWNER the occurrence of any accident,

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

13. *Completion:*

    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

    c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

    d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Agreement or the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: UTILITIES | DATE PREPARED: 04/21/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 149,600)	421-4120-536.63-00	WS17RT	INFRASTRUCTURE	$ 1,304,600	$ 2,842,720	$ 2,693,120	$ 331,970
$ 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
($ 149,600)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 149,600	421-4120-536.63-00	WS1222	INFRASTRUCTURE	$ 1,304,600	$ 2,842,720	$ 2,992,320	$ 631,170
$ 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
$ 149,600	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

SELLERS WILL USE FUNDS FROM LINE ITEM #7 (WS17RT) IN A/C #421-4120-536-63-00, CDM IS REQUESTING AN EXTENSION OF THEIR CONSTRUCTION SERVICES TO COVER THE EXTENDED PERIOD OF THE CONSTRUCTION PROJECT #WS1222. AGENDA ITEM #17-161.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/09/17 *RESOLUTION #:* 2017-49

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/25/17	Rabun (Don) Stevens — Digitally signed by Rabun (Don) Stevens Date: 2017.04.25 09:11:39 -04'00'	4/26/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.04.26 09:43:21 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/25/17	Katherine Ennis — Digitally signed by Katherine Ennis DN: cn=Katherine Ennis, o=Utilities, ou=Accounting, email=kennis@cocoafl.org Date: 2017.04.25 13:06:01 -04'00'	4/27/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.04.27 09:47:24 -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 #: _____

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The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5142650&GUID=8F654D9C-224C-46D1-A229-2C4D3A30B262* is a secure document that has been embedded in this document. Double click the pushpin to view.



EXHIBIT A
FEE ESTIMATE

Task and Description	Officer	Principal	Field Senior Professional	Professional II	Professional I	Support Staff	Project Admin	Total Hours	Total Dollars
	$200	$170	$110	$125	$100	$90	$85		
Task 1.1 Additional RPR Services			1360						$149,600.00
Total Hours	0	0	1360	0	0	0	0	0	$149,600.00

Legislation Details (With Text)

File #:	17-162	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	4/10/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Approve Amendment 1 to Task Order 2017-33 (Change Order #1 to P.O. 69955) with CDM Smith, Inc., Maitland, Florida, to Cover Additional Expenses to Extend the Construction Administration Services for the Sellers Water Reclamation Facility MCC and Conduit Replacement, Project No. WS1222; To Approve a Resolution Amending the FY2017 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	C-O #1 $25,000.pdf Exhibit A.pdf Fully Executed T-O.pdf Res Budget Adjustment - FY 2017 BAF-UT-CDM Smith-Project Transfer (5-9-17)~Agenda 17-162.pdf TO-UT-CDM-Task Order #2017-33-1-04-10-2017-$25000.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 10, 2017
Agenda Date: May 9, 2017
Prepared By: Don Stevens, Sellers WRF Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Amendment 1 to Task Order 2017-33 (Change Order #1 to P.O. 69955) with CDM Smith, Inc., Maitland, Florida, to Cover Additional Expenses to Extend the Construction Administration Services for the Sellers Water Reclamation Facility MCC and Conduit Replacement, Project No. WS1222; To Approve a Resolution Amending the FY2017 Budget

BACKGROUND:

CDM Smith is requesting an extension of their construction services to cover the extended period of the construction project on Task Order #33, regarding Bidding and Construction Services on WRF MCC & Conduit replacement project. The project completion date has been extended due to an expanded scope of work. Engineer will provide the following services:

- Respond to up to ten Requests for Information (RFI) from the Contractor;
- Conduct up to six site visits corresponding to monthly progress meetings;
- Review pay applications and change order requests;

- Conduct four periodic site visits to observe construction

The level of work estimated for this project is based on an additional five (5) months of construction from the original project completion date.

A change Order in the amount of $25,000 will allow CDM Smith to provide the necessary oversite to this project #WS1222.

Staff reviewed the proposal and recommends City Council approval of Amendment 1 to Task Order 2017-33 in the amount of $25,000.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$25,000
Account Number	421-4120-536-63-00, WS1222
Account Name	Infrastructure
Source of Funds:	421-4120-536.63-00, WS17VA
Change Order Amount	$25,000
Original Purchase Order	69955
Original P.O. Amount	$90,000
Total number of change orders to date	1
Total amount in change orders to date	$25,000

PREVIOUS ACTION:

On December 8, 2015, City Council approved Task Order #33 with CDM Smith, Inc. for bidding and construction services for the Sellers WRF Motor Control Centers 1-6 (MCC) and Conduit Replacement, Project #WS1222.

On January 24, 2017, City Council approved Resolution Amending FY2017 budget using Water/Sewer Reserves to cover the continuation of work for Capital Projects that were under budgeted or not budgeted in FY2017.

RECOMMENDED MOTION:

To Approve Amendment 1 to Task Order 2017-33 (Change Order #1 to P.O. 69955) with CDM Smith, Inc., Maitland, Florida, to Cover Additional Expenses to Extend the Construction

Administration Services for the Sellers Water Reclamation Facility MCC and Conduit Replacement, Project No. WS1222; To Approve a Resolution Amending the FY2017 Budget.

(33)

Change Order

Project Name/Number:	Jerry Sellers WRF MCC & Conduit Replacement Project
Purchase Order:	67528 / 69955
Project Change Order Number:	1
City Change Order Number:	1
Original Contract Price:	$90,000
Total Purchase Order To Date:	$90,000
Total Increase in Contract Amount for Change Order:	$25,000
Total Adjusted Contract with Change:	**$115,000**
Number of calendar days contract is increased due to this change order:	138
Number of calendar days contract is decreased due to this change order:	NA
Original Final Completion Date:	August 15, 2017
Adjusted Final Completion Date:	**December 31, 2017**
This change order is requested by:	Don Stevens
This change order is recommended by:	CDM Smith

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 3/28/17

Engineer/Date 3/29/17

Project Manager/Date 4/5/17

Utilities Director/Date

* MUST GO TO COUNCIL DUE TO FUNDING

Change Order

Justification: The purpose of this change order is to extend the construction administration services 5 additional months to coincide with the new scheduled completion of the project. The project completion date has been extended due to an expanded scope of work. ENGINEER will provide the following services during construction of the Project:

- Respond to up to ten requests for information (RFI) from the Contractor.
- Conduct up to six site visits corresponding to monthly progress meetings.
- Review pay applications and change order requests.
- Conduct four periodic site visits to observe construction.
- The level of work estimated for this project is based on an additional 5 months of construction from the original project completion date.

The proposed fee estimate is detailed in Exhibit A.

Contract Time: This change order includes services through the new scheduled completion date of December 31, 2017.

Payment: Monthly based on percent of completion.

EXHIBIT A
FEE ESTIMATE

Task and Description	Officer	Principal	Senior Professional	Professional II	Professional I	Support Staff	Project Admin	Total Hours	Total Dollars
	$200	$170	$150	$125	$100	$90	$85		
Task 1.1 Additional Construction Services	0	30	32	35	40	40	32	209	$24,595.00
Travel									$355.00
Copies, Production and Postage									$50.00
Total Hours	0	30	32	35	40	40	32	209	$25,000.00

Task Order Request Form

ENGINEERING SERVICES FOR WASTEWATER & DISPOSAL

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-10-COC

Vendor: CDM Smith, Inc.

Dept./Division Name: Utilities/Sellers

Requestor: Rabun (Don) Stevens

Date: 10/19/15

Project Number: WS1222

Title: Superintendent

AMENDMENT

Please use this section only if you are revising the original task order, which will generate a change order.

Amendment to Original Task Order No.

Requested Amendment Amount:

Original Task Order Amount:

Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Quote/Proposal #: Task Order #33

Dated: 10/19/15

Amount: $ 90,000.00

☑ Quote Attached

John "Jack" Walsh

Director's Signature

Scope of Services / Justification for Amendment

CDM Smith, Inc., will provide the Sellers WRF bidding and construction services for the Sellers WRF MCC and Conduit Replacement Project.

Design is Construction Related: ☐ Yes ☑ No

Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached ☐ Yes ☐ No

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2016-33

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 11/5/15 Signature: Hank Rowan Digitally signed by Hank Rowan Date: 2015.11.05 10:27:53 -06'00'

R.J. (Hank) Rowan

Title: Purchasing Manager

Date: 12/08/15 Signature:

John A. Tibaldi, Jr., AICP

Title: City Manager

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: UTILITIES | DATE PREPARED: 04/21/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 25,000)	421-4120-536.63-00	WS17VA	INFRASTRUCTURE	$ 1,304,600	$ 2,842,720	$ 2,817,720	$ 443,320
$ 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
($ 25,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 25,000	421-4120-536.63-00	WS1222	INFRASTRUCTURE	$ 1,304,600	$ 2,817,720	$ 2,842,720	$ 468,320
$ 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
$ 25,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

SELLERS WILL USE FUNDS FROM LINE ITEM #4 (WS17VA) IN A/C #421-4120-536-63-00, CDM IS REQUESTING AND EXTENSION OF THEIR CONSTRUCTION SERVICES TO COVER THE EXTENDED PERIOD OF THE CONSTRUCTION PROJECT #WS1222. THE AGENDA ITEM # IS 17-162 FOR THIS TRANSFER.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/09/17 *RESOLUTION #:* 2017-50

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/21/17	Rabun (Don) Stevens — Digitally signed by Rabun (Don) Stevens Date: 2017.04.21 12:44:08 -04'00'	4/28/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.04.28 09:02:27 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/21/17	John "Jack" Walsh — Digitally signed by John "Jack" Walsh	4/28/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.04.28 09:10:44 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

Embedded Secure Document

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Legislation Details (With Text)

File #:	17-176	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	4/17/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	

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

Sponsors:

Indexes:

Code sections:

Attachments: W&J Proposal
Res Project Contingency - FS #3
Res Budget Amendment - FS #3
BAF-UT-Fire Station #3 (5-9-17)~ Agenda 17-176.pdf
Bid Documents.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 17, 2017
Agenda Date: May 9, 2017
Prepared By: John A. Walsh, P.E., Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Utilities Department pay for the services of the awarded contractor on the utility line extensions within the Fire Station 3 project; Bid B-16-08-COC with W&J Construction Corporation, Rockledge, Florida. To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $34,214 (10% of the Contract Amount); and To Approve a Resolution Adjusting the FY2017 Budget by use of Water/Sewer Contingency.

BACKGROUND:

The Public Works Department selected W&J Construction Corporation, Rockledge, Florida, for the construction of Fire Station #3. This Fire Station has utility developments that will serve as regional expansions in the future. In the best interest of the City and to promote efficiency within the project, the Utilities Department will be paying for the services of W&J for the utility lines extensions within the Fire Station #3 project. The Public Works portion of the contract is $15,802 (and has been prior approved under a separate agenda item) and the Utilities portion of the contract is $342,145.47.

City staff is also requesting that City Council approve an additional $34,214 as a contingency for the utilities portion of the project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, there is always a possibility of unknown obstacles in the field that would require changes to the project. If a change order is needed, the additional amount will allow the project to continue to move forward. The additional $34,214 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager or appropriate designated staff for approval.

Staff has reviewed the proposal and recommends approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$376,360
Account Number	421-4055-536.63-00, WS17F3
Account Name	Infrastructure
Source of Funds:	421-4010-536.39-00, Contingency

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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

Cocoa Fire Station #13
Change Order Worksheet
Cocoa, Florida

Item	Sec	Description	Material	Labor	Sub	Subcontractor Name
		A/E Design Phase Fees				
		A/E Construction Phase Fees				
1.		***General Conditions***			20	*metric = days*
		Project Manager		3,800.00		
		Project Superintendent		7,200.00		
		Project Vehicle	884.00			
		Field Telephones	257.16			
		Construction Trailer	329.52			
		Sanitary Facilities	447.04			
		Plan Reproduction	0.00			
		Waste Mgmt and Disposal	0.00			
		Miscellaneous Expendables	0.00			
		Added Work				**Subcontractor Name**
		FS3 - Offsite Utilities			298,223.30	Goodson
		FS3 Offsite Utility Extensions (Added Scope)			10,286.99	Goodson
		Subtotals	1,917.72	11,000.00	308,510.29	
		Sales Tax/PT&I (7.0/32)	134.24	3,520.00		(included in labor rate)
		Total	2,051.96	14,520.00	16,571.96	
					325,082.25	
		Permits				
		General Liability Insurance (%)	0.35%		1,137.79	
		Builder's Risk	0.32%		987.23	
		Contingency (%)	0.00		-	
		Bond	1.30%		4,226.07	
		Hurricane Surcharge	NA		-	
		Cost			331,433.34	
		OH/Profit	8.0%		26,514.67	
				Total Bid:	**357,948.01**	

TOTAL TO BE FUNDED BY CITY UTILITIES:	**$**	**342,145.47**
TOTAL TO BE FUNDED BY FS3 BUDGET:	**$**	**15,802.54**

Goodson Paving, Inc.

Goodson Paving Inc.
630 Cidco Road
Cocoa, Fl. 32926

Telephone: (321) 631-5523 / FAX (321) 639-0497

Cocoa Fire Station #3 Off Site Utilities

Chad Laston
W&J Construction Corp
1038 Harvin Way Suite 120 Rockledge, Fl. 32955
PH. 321 632 7660, Fax.321 632 5927, Cell. 321 522 9011

Off Site Utilities Brake Down

NO.	ITEM	QUANTITY	UNIT	UNIT	TOTAL
1	Off Site Water from Tie In to 4" DCDA	1	LS	$ 67,929.23	$ 67,929.23
2	Off Site Reuse Water from Tie In to Right of Way Line	1	LS	$ 35,258.85	$ 35,258.85
3	10" Gravity Sanitary Sewer System to 8' wet Well	1	LS	$ 60,813.30	
3A	From Wet Well, 8" Force Main to 3" Force Main to Tie In	1	LS	$ 32,214.44	
3B	8' Lift Station, Less 5' Lift Station and 6" Gravity Sanitary Sewer Piping	1	LS	$ 102,007.48	
	SS Total			$ 195,035.22	$ 195,035.22
				Total	**$ 298,223.30**
1A	Add 8" PVC SDR-18 Water Main, Wire, Dect. Tape, Testing	200	LF		$ 8,278.62
2A	Add 6" PVC SDR-18 Reuse Water Main, Wire, Dect. Tape, Testing	60	LF		$ 2,008.37
	Additional Piping Total				$ 10,286.99
				Grand Total	**$ 308,510.29**

Note: There is Not Any Restoration in this Break Down

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 04/18/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 376,360)	421-4010-536.39-00		Contingency	$ 1,907,679	$ 1,894,571	$ 1,518,211	$ 1,518,211
$ 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
($ 376,360)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 376,360	421-4055-536.63-00	WS17F3	Infrastructure	$ 17,432,098	$ 21,216,428	$ 21,592,788	$ 6,366,104
$ 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
$ 376,360	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer necessary to fund the water lines extension within the Fire Station #3 project.

Agenda File ID: 17-176

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/09/17 *RESOLUTION #:* 2017-52

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/18/17	Norma Hernandez (Digitally signed by Norma Hernandez)	4/26/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.04.26 09:26:06 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/18/17	John "Jack" Walsh (Digitally signed by John "Jack" Walsh)	4/26/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.04.26 10:28:19 -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 #: _____

W&J CONSTRUCTION CORPORATION

March 16, 2017

City of Cocoa
Attn: Gary Palmer
65 Stone St.
Cocoa, FL 32922

RE: City of Cocoa – Fire Station #3
Break-Out Cost for Offsite Utilities

Dear Gary,

Please find attached break-out pricing for the work classified as "offsite utilities' in the amount of $357,948.01 as outlined on the attached drawings. W&J has included associated general conditions and OH&P as outlined on the attached GC's break-down as well as the pricing from our Subcontractor (Goodson Paving). This price includes the additional extension of the water lines as requested by the City of Cocoa. When we provide the GMP for FS2 and FS3 we will break-out this cost separate for overall analysis and review as well.

Should you have any questions, please contact me via email or telephone.

Sincerely,

Chad Laston
Project Manager
(321) 522-9011

Item	Sec	Description	Material	Labor	Sub	Subcontractor Name
		A/E Design Phase Fees				
		A/E Construction Phase Fees				
1.		*General Conditions*			20	*metric = days*
		Project Manager		3,800.00		
		Project Superintendent		7,200.00		
		Project Vehicle	884.00			
		Field Telephones	257.16			
		Construction Trailer	329.52			
		Sanitary Facilities	447.04			
		Plan Reproduction	0.00			
		Waste Mgmt and Disposal	0.00			
		Miscellaneous Expendables	0.00			
		Added Work				Subcontractor Name
		FS3 - Offsite Utilities			298,223.30	Goodson
		FS3 Offsite Utility Extensions (Added Scope)			10,286.99	Goodson
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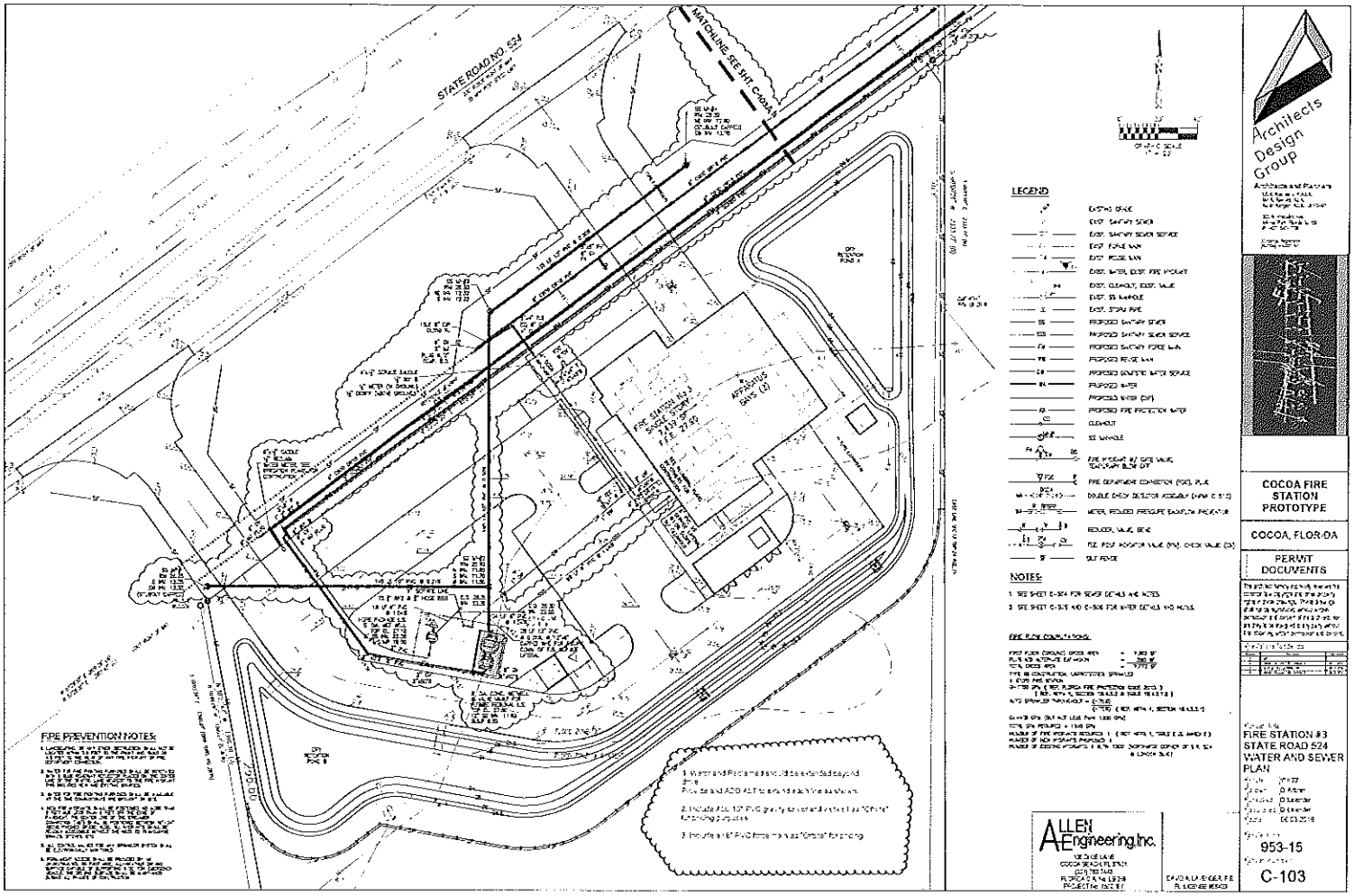
Cocoa Fire Station #3 Off Site Utilities

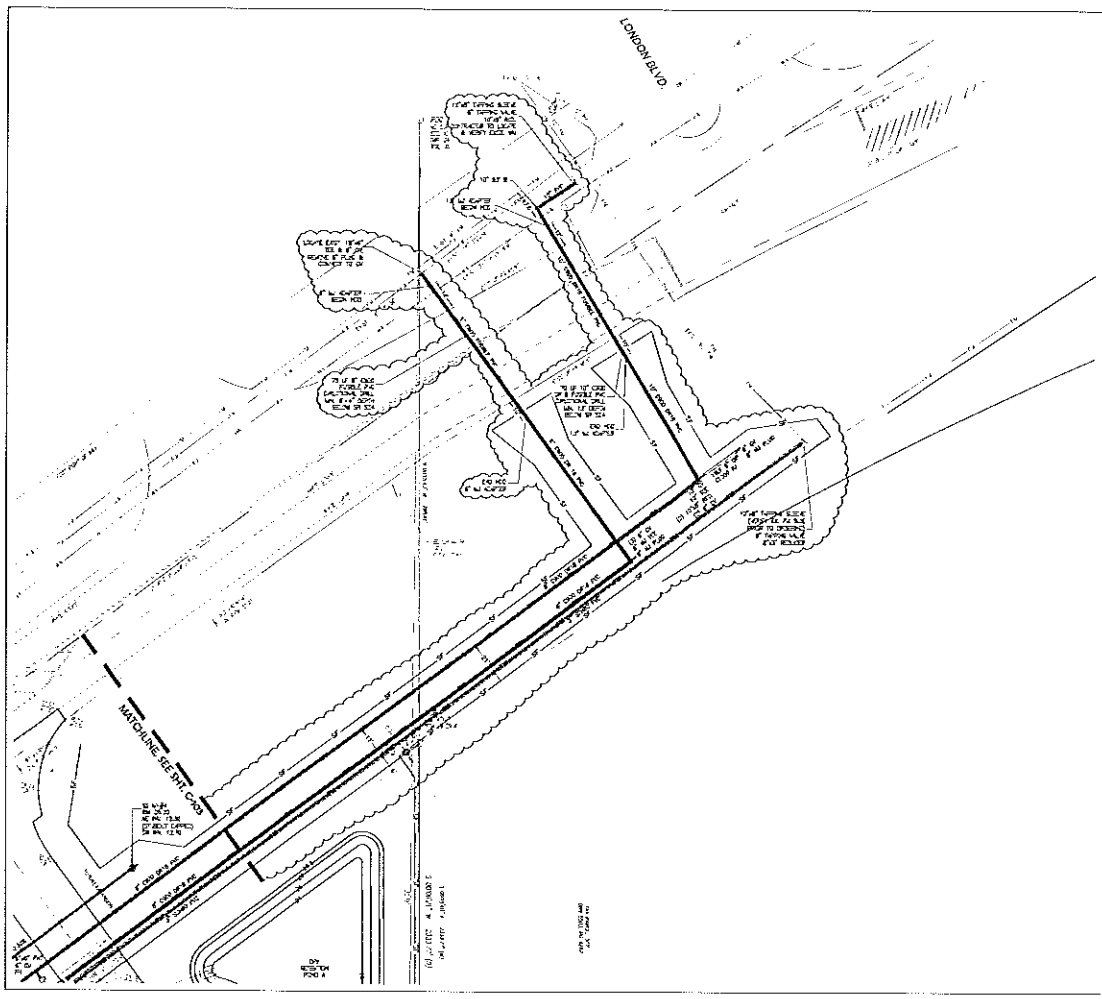
Chad Laston
W&J Construction Corp.
1038 Harvin Way Suite 120 Rockledge, Fl. 32955
PH. 321 632 7660, Fax.321 632 5927, Cell. 321 522 9011

Off Site Utilities Brake Down

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	Additional Piping Total				$ 10,286.99
				Grand Total	**$ 308,510.29**

Note: There is Not Any Restoration in this Break Down


STATE ROAD NO. 524
MATCHLINE SEE SHT. C-104
FIRE STATION NO.3
APPARATUS BAYS (2)
FIRE PREVENTION NOTES:
NOTES:
1. SEE SHEET C-304 FOR SEWER DETAILS AND NOTES.
2. SEE SHEET C-305 AND C-306 FOR WATER DETAILS AND NOTES.
LEGEND
Architects Design Group
COCOA FIRE STATION PROTOTYPE
COCOA, FLORIDA
PERMIT DOCUMENTS
FIRE STATION #3
STATE ROAD 524
WATER AND SEWER PLAN
953-15
C-103
ALLEN Engineering Inc.



Architects Design Group

COCOA FIRE STATION PROTOTYPE

COCOA, FLORIDA

PERVIT DOCUVENTS

FIRE STATION #3
STATE ROAD 524
OFFSITE WATER AND SEWER PLAN

953-15

C-103A

ALLEN Engineering Inc.

Legislation Details (With Text)

File #:	17-197	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/26/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Approve a Resolution to implement performance measures to achieve eligibility for the Community Rating System. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Draft Resolution to Adopt and Implement Performance Measures.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 26, 2017
Agenda Date: May 9, 2017
Prepared By: Steven P. Belden, AICP, Community Services Director
Through: Steven P. Belden, AICP Community Services Director
Requested Action:
Approve a Resolution to implement performance measures to achieve eligibility for the Community Rating System

BACKGROUND:

The Community Rating System (CRS) is a voluntary program for the National Flood Insurance Program (NFIP) participating communities. The goals of the CRS are to reduce flood damages to insurable property, strengthen and support the insurance aspects of the NFIP, and encourage a comprehensive approach to floodplain management.

The CRS has been developed to provide incentives in the form of premium discounts for communities to go beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

All communities start out with a Class 10 rating (which provides no discount). The City of Cocoa is currently Class 10. There are 10 CRS classes: Class 1 requires the most credit points and gives the greatest premium discount; Class 10 identifies a community that does not apply for the CRS, or does not obtain a minimum number of credit points and receives no discount. There are 18 activities recognized as measures for eliminating exposure to floods. Credit points are assigned to each activity. The activities are organized under 4 main categories: Public Information, Mapping and Regulation, Flood Damage Reduction, and Flood Preparedness. Once a community applies to the appropriate Federal Emergency Management Agency (FEMA) region for the CRS program and its

implementation is verified, FEMA sets the CRS classification based upon the credit points. This classification determines the premium discount for policyholders. Premium discounts ranging from 5% to a maximum of 45% will be applied to eligible policies written in a community as recognition of the floodplain management activities instituted.

STRATEGIC PLAN CONNECTION:

This agenda items is related to the Community Development strategic issue by increasing flood damage protection and reducing flood insurance premiums.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution to implement performance measures to achieve eligibility for the Community Rating System

Legislation Details (With Text)

File #:	17-182	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Multi-Year Contract
File created:	4/21/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Approve the Fifth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective April 27, 2017 through September 30, 2018. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	5th Amendment to Purchase Agreement Agreement for Water Resource Consultant Services.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 21, 2017
Agenda Date: May 9, 2017
Prepared By: Tammy Costantini, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Fifth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective April 27, 2017 through September 30, 2018

BACKGROUND:

Over the course of the past several years, the Utilities Department and the City Attorney's office have been involved with several important potable water resource issues involving the Dyal Water Treatment Plant including the Taylor Creek Reservoir Project and the City's ten-year Consumptive Use Permit (CUP) review with the St. Johns River Water Management District (SJRWMD). During that time period, the City has worked through the City Attorney's office to retain the services of Water Resource Associates, Inc. (WRA) to provide technical water resource consulting assistance. WRA has gained considerable knowledge about the City's water treatment facilities that would take a new consultant a substantial amount of time to acquire, and retaining a new consultant could hamper current efforts by the City related to pending water resource issues. WRA's familiarity with the City's water treatment facilities is now an asset to the City.

On April 27, 2010, City Council approved a three-year contract with WRA subject to renewals by mutual agreement. The work performed under the agreement is on a task as-needed basis.

On April 9, 2013, City Council approved the First Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida to renew for twelve (12) additional months with the revised schedule of rates and terminating on April 26, 2014.

On April 22, 2014, City Council approved the Second Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida expiring on April 26, 2015.

On March 24, 2015, City Council approved the Third Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida expiring on April 26, 2016.

On April 12, 2016, City Council approved the Fourth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida. The current agreement expires on April 26, 2017 and staff is requesting Council approval of the Fifth Amendment to Purchase Agreement effective April 27, 2017 through September 30, 2018.

Staff recommends WRA's contract be renewed.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None at this time.

PREVIOUS ACTION:

On April 27, 2010, City Council approved a three-year contract with WRA subject to renewals by mutual agreement.

On April 9, 2013, City Council approved the First Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida.

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Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida.

On April 12, 2016, City Council approved the Fourth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida.

RECOMMENDED MOTION:

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

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #5

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of April 19, 2017 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for seventeen (17) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2017 and terminating on September 30, 2018.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES	**CITY OF COCOA**
By: Mark D. Farrell, P.E.	**By: Henry U. Parrish III**
(Name) Printed	(Name) Printed
President	**Mayor**
(Title)	(Title)
Signature 4/20/17	Signature
Date	Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
5th AMENDMENT FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. *Charges within a calendar year will not be made on a project in progress without prior notification.*

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ 0.575 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual Cost + 15%)

AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.**, a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consultanting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Consultant without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 General Services. For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consultanting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional

and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Consultant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Consultant shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Consultant be open and freely exhibited to the City for the purpose of examination and/or audit.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. Ownership of Documents. The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

15.4 If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

17.3 Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Consultant has committed any act of fraud upon the City; or

17.6 Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

31.2 Either party may change the notice address by providing the other party written notice of the change.

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

33.1 Consultant hereby represents and warrants to the City the following:

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

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

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

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: _____
Michael C. Blake
Print Name/Title: Mayor

CONSULTANT:

By: _____
Print Name/Title: Mark D Famell, Pres

ATTEST:

By: _____
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

Exhibit "A"

WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$195.00
Senior Facilitator	$160.00
Senior Professional Engineer	$160.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$130.00
Senior Planner	$130.00
Engineer	$125.00
Geologist	$125.00
Planner	$100.00
Environmental Scientist	$100.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.55 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

WRA Water Resource Associates

Legislation Details (With Text)

File #:	17-194	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/24/2017			**In control:**	City Council
On agenda:	5/9/2017			**Final action:**	
Title:	Review of the Employee Health Center utilization report provided by CareATC for March 2017. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa March 2017 Dashboard				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2017
Agenda Date: May 9, 2017
Prepared By: Patsy Porter, Human Resources Coordinator
Through: Tammy B. Gemmati, Administrative Services Director
Requested Action:
Review of the Employee Health Center utilization report provided by CareATC for March 2017.

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan.

Effective November 3, 2016 an inter-local agreement was entered between the Cities of Cocoa, Cocoa Beach, Rockledge and Satellite Beach. A second location was opened in Satellite Beach on March 2017. The Employee Health Center expanded operation hours providing services to employees, retirees and dependents.

Provided is the utilization report that covers the timeframe during the month of March, note an increase in the utilization from 507 total encounters in February to 600 total encounters, including a total of 272 prescriptions dispensed. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 75 chronic diseases identified.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees

and helps contain the City's health care costs which aids in the City's financial sustainability goals

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Cocoa Health Center Usage Dashboard Total Since Inception

						Chronic Disease Management									
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	**10,288**	**644**	**501**	**143**	**479**	**330**	**514**	**1,032**	**401**	**84**		**1,757**	**1,955**	**627**	**700**	**6,008**

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 3

						Chronic Disease Management									
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Three Health Fair PHAs June 2016															124	
Sep-16	460	226	188	38	27	11	6	42	16	1	42	76	33	26	19	295
Oct-16	492	215	171	44	18	10	25	50	12	0	48	53	97	17	7	294
Nov-16	502	230	180	50	13	9	18	62	19	0	55	108	49	3	0	366
Dec-16	410	203	164	39	13	7	15	47	14	0	39	35	83	0	0	316
Jan-17	477	217	175	42	7	11	11	63	22	1	52	55	108	0	0	429
Feb-17	507	249	195	54	11	16	22	65	6	0	62	119	51	3	1	419
Mar-17	600	293	237	56	17	25	48	90	21	1	87	185	75	41	18	272
Total	**3,448**				**106**	**89**	**145**	**419**	**110**	**3**		**631**	**496**	**90**	**143**	**295**

City of Cocoa
Health Center Usage Dashboard Year 2

						Chronic Disease Management									
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Mar-16	362	182	141	41	22	10	13	27	11	0	28	34	61	3	7	359
Apr-16	368	177	142	35	15	10	17	56	12	1	37	41	96	2	0	417
May-16	379	167	136	31	18	7	7	49	9	7	35	41	79	3	1	279
Jun-16	431	192	155	37	14	13	15	40	9	0	35	77	33	20	12	266
Jul-16	463	216	186	30	15	17	17	60	8	2	50	104	43	85	35	369
Aug-16	477	227	191	36	17	11	20	46	14	1	46	54	92	45	24	349
Total	**4,300**				**202**	**140**	**164**	**418**	**156**	**16**		**613**	**758**	**242**	**252**	**3,500**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

						Chronic Disease Management									
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	**2,540**				**171**	**101**	**205**	**195**	**135**	**65**		**513**	**701**	**295**	**305**	**2213**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*