# City of Cocoa

*65 Stone Street*
*Cocoa, FL 32922*

## Meeting Agenda - Final

**Tuesday, April 25, 2023**

**6:00 PM**

**Cocoa City Council Chambers**

## City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

## II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

**II.1** 23-258 Approve the Agenda for the Regular meeting of April 25, 2023, as presented or with amendments.

***Attachments:*** 04-25-2023 Short Agenda ADA.pdf

MINUTES:

**II.2(a)** 23-269 Approve the Minutes for the Regular meeting of March 14, 2023, as written or with amendments.

***Attachments:*** 03-14-2023 Minutes ADA.pdf

**II.2(b)** 23-270 Approve the Minutes of the Special City Council Meeting of March 20, 2023, as written or with amendments.

***Attachments:*** 03-20-2023 Minutes ADA.pdf

EXHIBIT A: 2023 Council Priorities and Planning Workshop - March 20.pdf

**II.2(c)** 23-272 Approve the Minutes for the Special City Council meeting of March 30, 2023, as written or with amendments.

***Attachments:*** 03-30-2023 Minutes ADA.pdf

## III. AWARDS AND PRESENTATIONS:

**III.1** 23-172 Key to the City Presentation to Tra Blake.

**III.2** 23-223 Citizens Academy Graduation.

## IV. DELEGATIONS:

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

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

## V. CONSENT AGENDA:

**V.1** 23-227

Request Council to award Bid # B 23-18-COC to the lowest responsive bidder Air Mechanical & Service Corp for the replacement of two 20-ton air condensing units at City Hall in the amount of $55,279 and execute the agreement. Approve a Resolution Amending the FY 2023 Budget, BAF # 23-063-T. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $5,000. Authorize the City Manager to execute amendments and extensions to the agreement within approved contingency.

***Attachments:***
- Budget Resolution FY 2023- ADA Compliant.pdf
- BAF 23-063-T-PW-City Hall HVAC (4-25-23) Agenda 23-227_.pdf
- Construction Contingency Resolution.docx
- B-23-18-COC Construction Agreement - Partial.pdf
- B-23-18-COC Bid Tab.pdf
- ITB B-23-18-COC City Hall AC Units.pdf
- Addendum #1.pdf
- Addendum #2.pdf

**V.2** 23-235

Accept the Award of the Firehouse Subs Grant, a Private Foundation Grant, in the amount of $17,020.72. Firehouse subs will be purchasing four police E-bikes for the City of Cocoa Police Department, however, for accounting purposes, approve a Resolution Amending the FY2023 Budget, BAF#23-065-A.

***Attachments:***
- Internal Application Firehouse Subs ebike grant.pdf
- Recon Power Bikes Quote 4446 Quote Cocoa Police Department.pdf
- Budget Resolution FY 2023- ADA Compliant.docx
- BAF 23-065-A-PD-Ebike Donation-Firehouse Subs (4-25-23) Agenda23-235.pd

**V.3** 23-239 Approve a Resolution Amending the FY23 Budget, BAF 23-066-T1 and T2, to transfer funds from Operational accounts to Capital funds for the Design and Fabrication of a SWAT van in the amount of $62,976, Approve a Resolution to Waive Competitive Bidding, and to approve the Service Agreement with Pride Enterprises.

***Attachments:*** Cocoa SWAT Van ICN#11324 turn-key.pdf
Resolution to Waive Competitive Bid.doc
Budget Resolution FY 2023- ADA Compliant.docx
BAF 23-066-T1-PD-Design and Fabricate SWAT Van (4-25-23) Agenda 23-239
BAF 23-066-T2-PD-Design and Fabricate SWAT Van (4-25-23) Agenda 23-239

**V.4** 23-253 Approve a Resolution Amending the FY23 Budget, BAF # 23-069-A, to add budget to the Disaster Emergency Divisions which funded expenses during Hurricanes Ian and Nicole.

***Attachments:*** Budget Resolution FY 2023- ADA Compliant.docx
BAF 23-069-A-FN-Fund Hurricane Nicole Disaster Div Exp (4-25-23) Agenda 23
BAF 23-069-A-Tracking Sheet.pdf

**V.5** 23-264 Approve the task order and purchase of critical technology infrastructure in the amount of $70,636.21.

This item is confidential and not for public release per FS 119.0275.

**V.6** 23-273 Approve a Resolution Amending the FY23 Budget, BAF # 23-042-A, to add funds to the Information Technology budget to cover Smarsh Professional Archive licenses.

***Attachments:*** Budget Resolution FY 2023- ADA Compliant.docx
BAF 23-042-A-IT-Fund Text Mess Archive (4-25-23) Agenda 23-273.pdf

MULTI-YEAR CONTRACTS:

**V.7(B)** 23-237

To Approve the Scope of Services and Task Order 2023-03 with Wharton-Smith, Inc. for Construction Manager at Risk (CMAR) Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at the Jerry Sellers Water Reclamation Facility; To Approve as a Multi-Year Contract from FY2023 through FY2025; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-064-IFT.

***Attachments:***
WSI Master Services Agreement.pdf
WSI Amendment 3.pdf
Scope of Services.pdf
WSI Bid.pdf
Quote Tabulation CMAR.pdf
Budget Resolution FY23.docx
BAF 23-064-IFT-UT-Merge IRP Projects in 424 (4-25-23) Agenda 23-237.pdf
T.O. 2023-03 Wharton-Smith $65,000 (4-25-23) UT-ENGR.pdf
TRACK SHEET.pdf
Invitation to Quote - CMAR - IRP.pdf
RFQ-19-04-COC JOURNAL 10.24.18.pdf
RFQ-19-04-COC SOLICITATION- package CMAR Services - 8-8-18.pdf

**V.8(B)** 23-254

To Approve the Final Ranking of the Short-Listed Firms for RFQ-23-12-COC, Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-ranked Firms

***Attachments:***
Q-23-12-COC Evaluation Results Final.pdf
RFQ Q-23-12-COC Engineering Services_Feb-8-23.pdf

**V.9(B)** 23-256

Approve a Multi-Year Piggyback Agreement with PDCS, LLC for Fire Inspection Services, Plan Review and Community Risk Reduction Services though September 30, 2025. Approve a Resolution Amending the FY23 Budget, BAF# 20-060-A. Authorize the City Manager to Execute the Agreement and Approve Related Purchase Orders for Each Fiscal Year, Pending the Adoption of each year's Annual Budgets.

***Attachments:***
Budget Resolution FY 2023- ADA Compliant.docx
BAF 23-060-A FD-PDCS Fire Inspection Srv (4-25-23) Agenda 23-256 .pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. RFQ 021-(
Original Contract PDCS LLC (Exhibit A).pdf

## VI. PUBLIC HEARINGS:

**VI.1** 23-255 Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2023-2024 CDBG and HOME program funding.

***Attachments:*** Notice of Funding - FT.pdf
Updated 4-12-23 Cocoa Brevard County CPP - Update July 2016.AFH.Final.doc
RFP 2023 Scoring.pdf

**VI.2** 23-213 First Reading Ordinance 03-2023: Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of 77 parcels totaling ±11.59 acres from Commercial Neighborhood (C-N) to Multi-Family District (RU-2-15).

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

**VI.3** 23-214 First Reading Ordinance 02-2023: Consider a **Zoning Text AMENDMENT** CONSISTENT WITH APPENDIX A, ARTICLE XI, SECTIONS 10A THROUGH 17, AND SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; CHANGING THE DISTRICT REGULATIONS REGARDING GYM AND FITNESS FACILITIES AS FOLLOWS: ALLOWING GYM AND FITNESS FACILITIES OF ANY SIZE AS A PERMITTED USE IN THE GENERAL COMMERCIAL, COMMERCIAL PARKWAY, WHOLESALE COMMERCIAL, AND PLANNED UNIT DEVELOPMENT DISTRICTS; ALLOWING GYM AND FITNESS FACILITIES OF LESS THAN 7,500 SQUARE FEET AS A PERMITTED USE IN THE RESTRICTED COMMERCIAL AND NEIGHBORHOOD COMMERCIAL DISTRICTS; ALLOWING GYM AND FITNESS FACILITIES OF 7,500 SQUARE FEET OR GREATER AS A SPECIAL EXCEPTION IN THE RESTRICTED COMMERCIAL AND NEIGHBORHOOD COMMERCIAL DISTRICTS; AND ALLOWING GYMS AND FITNESS FACILITIES OF LESS THAN 7,500 SQUARE FEET AS A PERMITTED USE IN THE CENTRAL BUSINESS DISTRICT AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT.

***Attachments:*** Attachment A Ordinance No. 02-2023 - Adding Gym and Fitness Facilities.pdf
Attachment B Gym and Fitness Location Map.pdf
Attachment C Legal Ad Proof.pdf

**VI.4** 23-215 First Reading Ordinance 04-2023: Consideration of a citizen-initiated Zoning Map amendment consistent with the requirements of *Code of the City of Cocoa* (Code) Article XXI, Section 1, to change the zoning designation of a parcel of real property totaling ±0.27 acres, identified as Brevard County Parcel ID No. 24-36-33-02-0000-0-0004.00, from City of Cocoa Core Commercial (C-C) to City of Cocoa "Multiple-Family Dwelling District" (RU-2-25).

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

## VII. COUNCIL BUSINESS:

**VII.1** 23-204 Accept the Annual Comprehensive Financial Report (ACFR) and the Audit Report for Fiscal Year 2022.

***Attachments:***
- City of Cocoa_Comm Ltr_Final 4.19.23.pdf
- FY22 Cocoa, FL ACFR FINAL 4-17-23.pdf
- Final Presentation to Council.pptx

**VII.2** 23-252 Approve the Interlocal Agreement between the Cocoa CRA and the City of Cocoa pertaining to Community Policing in Cocoa Village and authorize the Mayor to sign the agreement.

***Attachments:***
- Ordinance 14-2022.pdf
- Interlocal Agreement.pdf

**VII.3** 23-262 Council discussion regarding Accessory Structure setback requirements.

**VII.4** 23-277 Requesting the Renaming of Travis Park to "Travis Recreation Center @ Clearlake Park".

***Attachments:***
- 22-2010 (Naming of City buildings, parks and streets).pdf

## VIII. CITY BUSINESS:

**VIII.1** 23-260 Approval of City of Cocoa and LIUNA Memorandum of Understanding regarding modified pay plan and wages.

***Indexes:*** Laborers' International Union of North America

***Attachments:*** LIUNA Local 630 Agreement 10_01_2021-09_30_2024.pdf
LIUNA MOU Article 14 Wages and Appendix B Custodian Changes (4-18-23).p
FY 2023 DRAFT Pay Grades and Pay Plan (4-25-2023).pdf

**VIII.2** 23-268 Acceptance of the Brevard County District 4 Parks and Recreation Capital Improvements Projects for Fiscal Year 2024 as they related to the City of Cocoa.

***Attachments:*** FY 24 Parks CIPs.pdf

## IX. INFORMATIONAL AGENDA:

**IX.1** 23-232 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 3/31/2023.

***Attachments:*** PO Monthly Report to City Council 10.01.22 thru 3.31.23.pdf

**IX.2** 23-249 FY 2023 Budget Adjustment Report

***Attachments:*** Pd. 6 - FY 2023 REVENUE Budget Tracking Worksheet.pdf
Pd. 6 - FY 2023 EXPENSE Budget Tracking Worksheet.pdf

**IX.3** 23-250 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

***Attachments:*** Budget Classification Report March FY23.pdf

**IX.4** 23-251 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

***Attachments:*** Change Order Authorizations 3-31-23.pdf

## X. REPORTS:

## XI. ADJOURNMENT

## XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-258 | **Version:** | 1 | **Name:** | |
| **Type:** | Agenda | | | **Status:** | Agenda Ready |
| **File created:** | 4/14/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Approve the Agenda for the Regular meeting of April 25, 2023, as presented or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 04-25-2023 Short Agenda ADA.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2023
Agenda Date: April 25, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 25, 2023, as presented or with amendments.

## BACKGROUND:

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

## STRATEGIC PLAN CONNECTION:

Na

## BUDGETARY IMPACT:

na

## PREVIOUS ACTION:

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

## RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of April 25, 2023, as presented or with amendments.



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

## Date: April 25, 2023
## Time: 6:00 pm
## Location: 65 Stone Street Cocoa, FL 32922

**I. Opening Matters:**

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

**II. Approval of Agenda and Minutes:**

**1. Agenda:** Regular Meeting of April 25, 2023. (23-258)

**2. Minutes:** (a) Regular Meeting of March 14, 2023 (23-269)
(b) Special Meeting of March 20, 2023 (23-270)
(c) Special Meeting of March 30, 2023 (23-272)

**III. Awards and Presentations:**

1. Key to the City Presentation to Tra Blake. (23-172). (Mayor Blake)

2. Citizens Academy Graduation. (23-223). (Director of Communications & Economic Development)

**IV. Delegations:**

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

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

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

## V. Consent Agenda:

### (A) General Consent Items:

1. Request Council to award Bid # B 23-18-COC to the lowest responsive bidder Air Mechanical & Service Corp for the replacement of two 20-ton air condensing units at City Hall in the amount of $55,279 and execute the agreement. Approve a Resolution Amending the FY 2023 Budget, BAF # 23-063-T. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $5,000. Authorize the City Manager to execute amendments and extensions to the agreement within approved contingency. (23-227). (Public Works Director)

2. Accept the Award of the Firehouse Subs Grant, a Private Foundation Grant, in the amount of $17,020.72. Firehouse subs will be purchasing four police E-bikes for the City of Cocoa Police Department, however, for accounting purposes, approve a Resolution Amending the FY2023 Budget, BAF#23-065-A. (23-235). (Chief of Police)

3. Approve a Resolution Amending the FY23 Budget, BAF 23-066-T1 and T2, to transfer funds from Operational accounts to Capital funds for the Design and Fabrication of a SWAT van in the amount of $62,976, Approve a Resolution to Waive Competitive Bidding, and to approve the Service Agreement with Pride Enterprises. (23-239). (Chief of Police)

4. Approve a Resolution Amending the FY23 Budget, BAF # 23-069-A, to add budget to the Disaster Emergency Divisions which funded expenses during Hurricanes Ian and Nicole. (23-253). (Finance Director)

5. Approve the task order and purchase of critical technology infrastructure in the amount of $70,636.21. (23-264). (Chief Technology Officer)

6. Approve a Resolution Amending the FY23 Budget, BAF # 23-042-A, to add funds to the Information Technology budget to cover Smarsh Professional Archive licenses. (23-273). (Chief Technology Officer)

**(B) Multi-Year Contracts:**

7. Approve the Scope of Services and Task Order 2023-03 with Wharton-Smith, Inc. for Construction Manager at Risk (CMAR) Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at the Jerry Sellers Water Reclamation Facility; To Approve as a Multi-Year Contract from FY2023 through FY2025; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-064-IFT. (23-237). (Utilities Director)

8. Approve the Final Ranking of the Short-Listed Firms for RFQ-23-12-COC, Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-ranked Firms. (23-254). (Utilities Director)

9. Approve a Multi-Year Piggyback Agreement with PDCS, LLC for Fire Inspection Services, Plan Review and Community Risk Reduction Services though September 30, 2025. Approve a Resolution Amending the FY23 Budget, BAF# 20-060-A. Authorize the City Manager to Execute the Agreement and Approve Related Purchase Orders for Each Fiscal Year, Pending the Adoption of each year's Annual Budgets. (23-256). (Fire Chief)

**VI. Public Hearings:**

1. CONDUCT A PUBLIC HEARING TO OBTAIN CITIZEN INPUT AND COMMENTS ON HOUSING AND COMMUNITY SERVICES NEEDS AND APPROVE RECOMMENDATIONS ON THE FY 2023-2024 CDBG AND HOME PROGRAM FUNDING. (23-255). (Community Services Director)

2. FIRST READING ORDINANCE 03-2023: CONSIDERATION OF A ZONING MAP AMENDMENT CONSISTENT WITH APPENDIX A, ZONING, ARTICLE XXII, CHANGING THE OFFICIAL ZONING MAP DESIGNATION OF 77 PARCELS TOTALING ±11.59 ACRES FROM COMMERCIAL NEIGHBORHOOD (C-N) TO MULTI-FAMILY DISTRICT (RU-2-15). (23-213). (Public Works Director)

3. FIRST READING ORDINANCE 02-2023: CONSIDER A ZONING TEXT AMENDMENT CONSISTENT WITH APPENDIX A, ARTICLE XI, SECTIONS 10A

THROUGH 17, AND SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; CHANGING THE DISTRICT REGULATIONS REGARDING GYM AND FITNESS FACILITIES AS FOLLOWS: ALLOWING GYM AND FITNESS FACILITIES OF ANY SIZE AS A PERMITTED USE IN THE GENERAL COMMERCIAL, COMMERCIAL PARKWAY, WHOLESALE COMMERCIAL, AND PLANNED UNIT DEVELOPMENT DISTRICTS; ALLOWING GYM AND FITNESS FACILITIES OF LESS THAN 7,500 SQUARE FEET AS A PERMITTED USE IN THE RESTRICTED COMMERCIAL AND NEIGHBORHOOD COMMERCIAL DISTRICTS; ALLOWING GYM AND FITNESS FACILITIES OF 7,500 SQUARE FEET OR GREATER AS A SPECIAL EXCEPTION IN THE RESTRICTED COMMERCIAL AND NEIGHBORHOOD COMMERCIAL DISTRICTS; AND ALLOWING GYMS AND FITNESS FACILITIES OF LESS THAN 7,500 SQUARE FEET AS A PERMITTED USE IN THE CENTRAL BUSINESS DISTRICT AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT. (23-214). (Public Works Director)

4. FIRST READING ORDINANCE 04-2023: CONSIDERATION OF A CITIZEN-INITIATED ZONING MAP AMENDMENT CONSISTENT WITH THE REQUIREMENTS OF CODE OF THE CITY OF COCOA (CODE) ARTICLE XXI, SECTION 1, TO CHANGE THE ZONING DESIGNATION OF A PARCEL OF REAL PROPERTY TOTALING ±0.27 ACRES, IDENTIFIED AS BREVARD COUNTY PARCEL ID NO. 24-36-33-02-0000-0-0004.00, FROM CITY OF COCOA CORE COMMERCIAL (C-C) TO CITY OF COCOA “MULTIPLE-FAMILY DWELLING DISTRICT” (RU-2-25). (23-215). (Public Works Director)

## VII. Council Business:

1. Accept the Annual Comprehensive Financial Report (ACFR) and the Audit Report for Fiscal Year 2022. (23-204). (Finance Director)

2. Approve the Interlocal Agreement between the Cocoa CRA and the City of Cocoa pertaining to Community Policing in Cocoa Village and authorize the Mayor to sign the agreement. (23-252). (Community Services Director)

3. Council discussion regarding Accessory Structure setback requirements. (23-262). (Public Works Director)

4. Requesting the Renaming of Travis Park to "Travis Recreation Center @ Clearlake Park". (23-277).(Councilmember Koss)

## VIII. City Business:

1. Approval of City of Cocoa and LIUNA Memorandum of Understanding regarding modified pay plan and wages. (23-260). (Administrative Services Director)

2. Acceptance of the Brevard County District 4 Parks and Recreation Capital Improvements Projects for Fiscal Year 2024 as they related to the City of Cocoa. (23-268). (Public Works Director)

**Multi-Year Contracts:**

**None.**

## IX. Informational Agenda:

1. Review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 3/31/2023. (23-232). (Finance Director)

2. FY 2023 Budget Adjustment Report. (23-249). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (23-250). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (23-251). (Finance Director)

## X. Reports:

## XI. Adjournment:

## XII. Notice To The Public:

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(1) https://tinyurl.com/s5e875r or

**This Agenda may be Amended up until or at the Meeting**

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

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

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Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

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

submitted at the time the item is added to the agenda.  Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

**This Agenda may be Amended up until or at the Meeting**

# Legislation Details (With Text)

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|---|---|---|---|---|---|
| **File #:** | 23-269 | **Version:** | 1 | **Name:** | |
| **Type:** | Minutes | | | **Status:** | Minutes |
| **File created:** | 4/19/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Approve the Minutes for the Regular meeting of March 14, 2023, as written or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 03-14-2023 Minutes ADA.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 19, 2023
Agenda Date: April 25, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of March 14, 2023, as written or with amendments.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

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

## RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of March 14, 2023, as written or with amendments.

**MINUTES**
**City of Cocoa**
**Regular Meeting of The City Council**

**March 14, 2023**

A Regular City Council Meeting was held on Tuesday, March 14, 2023, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

## I. Opening Matters:

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

A Boy Scout provided the invocation and Ms. Ford led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Tammy Gemmati, Administrative Services Director; Evander Collier, Chief of Police; Lora Howell, Deputy Finance Director; Jonathan Lamm, Fire Chief; Rob Beach, Chief Technology Officer; Bryant Smith, Public Works Director; and Eric Montgomery, Helpdesk Support Tech.

## II. Approval of Agenda and Minutes:

**1. Agenda:** Regular Meeting of March 14, 2023. (23-170)

**2. Minutes:** (a) Regular Meeting of January 10, 2023 (23-174)
(b) Regular Meeting of February 14, 2023 (23-185)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the Agenda as Amended, to add Item III.2 under Awards & Presentations.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Dyal, to approve the Minutes as written for the Regular meeting of January 10, 2023 and the Minutes as written for the Regular meeting of February 14, 2023.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

## III. Awards and Presentations:

1. Presentation of a Key to the City to Neely J. Dunn. (23-171). (Mayor Blake)

Mayor Blake provided a brief background on Mr. Neely J. Dunn and presented him with a Key to the City. Mayor Blake read the plaque into the record.

Mr. Dunn spoke and thanked the Mayor and the City for making this possible. He noted that he had many great people help him along the way. Both he and his wife taught at Cocoa High School. He thanked Dick Blake who talked him into getting his Master's Degree as well as coaching football. He served twenty-five years in the Brevard County School System and then moved to the NFL. He acknowledged his late wife who passed this last October, as she was with him every step of the way and they lived a great life.

Mayor Blake announced that alumnae with South Carolina State are watching this meeting as well.

Tra Blake spoke of his appreciation of Neely Dunn. He is both a trailblazer and a pillar in the community and someone everyone looks up to. He is thankful to have him in his life.

Mayor Blake reiterated how deserving he is of this honor.

2. Proclamation: Proclaiming the Week of March 20-24, 2023 as: ”Government Finance Professionals Week.” (Finance Director)

Ms. Bowman read the proclamation into the record.

## IV. Delegations:

Silvio Marino, Cocoa resident, lives in District 3 and stated that he rides a bicycle to work. He explained his route and also voiced his concerns about the traffic in that area. Each way he has an eight to twelve-minute ride. He suggested that signs be placed or a bike path be installed.

Mayor Blake assured him that his concerns have been noted and staff is aware.

Brad Whitmore, Cocoa resident, HCVMS, wanted to share an observation he made while rowing recently in the river. There is obnoxious graffiti on the front wall of the promenade at Riverfront Park. He wanted to make Council and staff aware.

John Verdi, Hey, Blue! Founder, provided an update on their accomplishments over the last few weeks. He, along with officers and K9 Copper visited Pre-K classes at Endeavor Elementary and had a positive impact on the children. He further mentioned that they had a design thinking session and there were over thirty people from the community as well as councilmembers in attendance. There will be another event at Endeavor Elementary but they are awaiting a finalized date. He invited all Councilmembers and asked them to invite people as well.

Mayor Blake thought the workshop was very informative and valuable information was given.

Councilmember Goins thanked Mr. Verdi for continuing to make these positive connections with the police department. He added that the Chairman of the Police Community Relations Advisory Committee did a “Do’s and Don’ts in Police Stops”. It was very positive for him to come and teach the community on how and how not to act in the police community.

Deputy Mayor Hearn thanked him for creating this avenue for the community and officers to come together and hear each other’s points of view. He believes the event was helpful and there was a lot of positive feedback.

Councilmember Koss apologized for not being able to attend but applauds him on possible solutions.

## V. Consent Agenda:

## (A) General Consent Items:

1. Approve a resolution amending the FY23 budget, BAF 23-041-A to true-up the necessary capital budget and PO roll amounts. Capital projects were completed and PO's liquidated so we would like to decrease the dependency of fund balance for completed projects and assign budget for promotional activity for the City Manager's department. (23-126). (Finance Director)

2. Award Bid No. B-23-14-COC, Groundwater Filter #3 IMS Cap and Media Replacement, Project No. WS23DF to Elenis Contracting LLC of Poland, Ohio, in the Amount of $424,120.37; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $42,413 (10% of the contract amount), for a total cost of $466,533.37; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-046-T; To Authorize the City Manager to execute the Contract. (23-135). (Utilities Director)

3. Approve Change Order #3 to Purchase Order 77494 with Kirwin Norris, PA, for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs. (23-136). (Utilities Director)

4. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making an Exemption to Competitive Purchase through Ferguson Waterworks, Melbourne, Florida for Neptune Water Meter Registers (Warranty). (23-147). (Utilities Director)

5. Approval of Resolution No. 2023-018, Amending the FY23 Budget BAF 23-050-T Amending Fiscal Year 2023 Budget, using General Fund Contingency for additional budget needed for related legal fees. (23-165). (Administrative Services Director)

6. To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant Cycle 2023-2024 for partial salaries and benefits for both Victim Advocates, in order to provide victim advocate services to crime victims. (23-177). (Chief of Police)

Cost to the City changed to $25,566.07 which is a difference of $4,797.

7. Authorize the City Manager to execute the attached pre-agreement materials for the Department of Environmental Protection's Resilient Florida Program grant for stormwater quality enhancements and resiliency at Dixon Blvd. and Indian River Drive. (23-180). (Public Works Director)

8. Approve a Resolution Amending the FY23 Budget, BAF 23-054-A to roll the Grant Budget into the current fiscal year for each grant fund. (23-188). (Finance Director)

9. Approval to increase headcount and add the Assistant Fire Marshal position to the Pay Plan for Fiscal Year 2023. (23-189). (Administrative Services Director)

**(B) Multi-Year Contracts:**

10. Approval to Enter into a multi-year contract with NEOGOV a parent company of POWERDMS in the amount of $7,020 for POWERFTO subscription. (23-150). (Chief of Police)

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the Consent agenda.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

## VI. Public Hearings:

1. Consideration on First Reading of Ordinance No. 01-2023 a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of two (2) parcels totaling ±.64 acres from County Single-Family Residential (RU-1-9) to City Single-Family Residential (RU-1-7). (23-161). (Public Works Director)

Attorney Garganese read Ordinance No. 01-2023 into the record, by title only, as follows. He noted this was the first reading and quasi-judicial action of the ordinance.

**ORDINANCE NO. 01-2023**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 0.64 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTHEAST CORNER OF AURORA STREET AND JACKSON STREET, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY RU-1-9 (SINGLE FAMILY RESIDENTIAL) TO RU-1-7 (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Mr. Smith noted these properties were annexed in 2004. Future Land Use was changed but zoning was not. Once zoning passes they will have to come in for a special exception.

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

Councilmember Goins asked about the parking requirements on both properties. Mr. Smith noted parking would depend on the size of the church.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake, to approve Ordinance No. 01-2023 on First Reading.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

**VII. Council Business:**

1. Approve the current Code Enforcement Lien for the property located at 714 Johnson St., be reduced to $2,000.00 as recommended by the Code Enforcement Board (23-132). (Chief of Police)

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve the Code Enforcement Board's recommendation and reduce the lien to $2,000.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

2. Request Council to award Bid # B 23-15-COC to the lowest bidder Sapphire Elevator for the Elevator Upgrade at the Historic Cocoa Village Playhouse in the amount of $67,083 and execute the agreement. Approve a Resolution Amending the FY 2023 Budget, BAF # 23-047-A. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $7,060. Authorize the City Manager to execute amendments and extensions to the agreement within approved contingency. (23-133). (Public Works Director)

Mr. Smith provided a background on the agreement with the Playhouse and that it was entered into in 2010 and amended in 2014. There are a lot of conditions included within the amendment and he provided a brief synopsis on what is spent on the Playhouse annually. The City is responsible for any capital replacements or repairs.

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the item.**

Councilmember Goins asked for clarification on the amount of the lease. It was noted there is no amount and all monies that are brought in stay with the Playhouse. The City owns the building but the Playhouse operates it.

**AYES: Blake, Hearn, Dyal, Koss**
**NAYES: Goins**

**THE MOTION CARRIED (4-1)**

3. Council approval to join with the State of Florida and other Local Governmental Units as a Participant in the Walmart Florida Settlement Agreement and Release Formal Agreements Implementing a Unified Plan for the Allocation and Use of Prospective Settlement Dollars from Opioid Related Litigation. (23-164). (Chief of Police)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the item.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

## VIII. City Business:

1. Council approval to apply for a Phase 1 - Design and Permitting grant through the Florida Inland Navigation District (FIND) for the design a new docking system and breakwater to replace and protect the day slips that were destroyed by Hurricanes

Ian and Nicole located at the Cocoa Waterfront. Approve the Resolution. Authorize the City Manager to Execute the Grant Application. (23-166). (Public Works Director)

Mr. Smith advised this was for the replacement of the damaged day slips as well as a design for a breakwater system which could take a little longer.

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the item.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

2. Staff recommends approval to remove an oak tree at 2514 Suwannee Drive and provide a replacement oak tree at Bracco Stormwater Park and to remove an oak tree at 307 Blake Avenue and provide a replacement magnolia tree at Bracco Stormwater Park. (23-168). (Public Works Director)

Mr. Smith spoke about the item and noted that the removal of the tree on Suwannee Drive was denied by the Planning & Zoning Board. The other tree at the Harry T. Moore Center needs removed as the sidewalk was built around the tree. The Planning & Zoning Board recommended a magnolia tree be planted at Bracco.

Councilmember Koss spoke about a grant the City received and that fifty-one trees had been identified that were in poor condition. She asked if the inventory was being used and if these trees were on that list. In response, Mr. Smith stated that they are trying to move through the list and not all of those identified are oak trees.

Further discussion was held on the replacement and removal of trees and Mr. Smith pointed out that the City has a licensed arborist and explained that when they look at trees that need removed, they also have to take into account other issues like utilities, etc.

Kristy Rose, Cocoa resident, stated that she reported the tree and that it needed to come down. She is worried that during the next hurricane season it will come down on her house.

Aleck Greenwood, Cocoa resident, requested that because the majority of the Planning & Zoning Board did not receive the information and hear from the arborist as to why this needed to be removed, that it be postponed as a courtesy to the Board.

Mayor Blake pointed out that this tree was near her back bedroom and it was a safety issue. Ms. Rose provided additional information and stated that the tree was rotting about six feet up and everywhere there is a branch there was rot as well. Mr. Smith confirmed that the tree was dying.

Mr. Smith explained the percentages of different trees and how that information is known. He further pointed out that the Planning & Zoning Board was provided with the report for the tree on Suwannee but not the one at the museum.[1]

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the item.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

**Multi-Year Contracts:**

**None.**

## IX. Informational Agenda:

1. This is an informational agenda item regarding an Emergency Purchase being declared on December 21, 2022 for Crom, LLC to Perform Emergency Repairs on the Dyal WTP Clarifier #3 in accordance with the Financial Operations Manual (FOM) Chapter 12.2-B. “Exceptions to Competitive Sealed Bidding” for Emergency Purchases. (23-63). (Utilities Director)

2. City Council Bi-Weekly Report for February 24-March 9, 2023. (23-181). (City Manager)

## X. Reports:

Mr. Gregg Stoll provided an update on the Space Coast TAC/TPO Board and provided a copy of the annual report to all members of Council. He spoke on information that was included in the report and noted that safety around crossings needs to be addressed.

Aleck Greenwood, representing the Planning & Zoning Board, suggested that when a tree is presented for removal that the arborist make a presentation and explain why it needs to be removed. He stated that the tree on Suwannee is not

[1] Councilmember Dyal left the meeting at 7:09 p.m. and returned at 7:11 p.m.

near the bedroom and it is on public property and the City was trimming trees incorrectly.

Councilmember Koss agreed with Mr. Greenwood and feels that the arborist should go to the tree board if they are going to make an informed decision. Mr. Smith noted that his certification was included in the agenda packet, as well as the report.

City Manager Whitten advised that they could do a staff summary to be included in addition to the report.

Ms. Gemmati provided an update on the Summer Youth Program recruitment process. There are fourteen positions budgeted and they have been working with both Cocoa and Rockledge High Schools. Cocoa residents will get first priority. Applications are open and the due date is April 28th through the City's website.

There will be an employee recruitment event on March 30th at the Rockledge Career Center on Barnes Boulevard. She mentioned some of the positions they were recruiting for. This is a new program and they would be interviewing on the spot. She thanked Career Source for their help as they are a good resource for the City.

Ms. Senger advised that tomorrow, March 15th was the deadline for the Upstart Cocoa Program. She further reminded Council that the Arbor Day event is April 22nd at Riverfront Park. She mentioned the rain barrel event as well as other events planned that day. It will be from 10 a.m. until 2 p.m.

Ms. Neuterman announced that the Orchid Lakes groundbreaking ceremony would be on March 16th at 10 a.m. and provided a brief update on the project.

Mayor Blake mentioned the Trash Bash on April 1st and stated it was from 8 a.m. until Noon. He wanted all to be aware. Lunch will be served at Riverfront Park and there are opportunities for volunteer hours. All cities compete to see who can pick up the most trash. Contact Leisure Services to sign up or for more information. There will be a ribbon cutting at Family Promise of Brevard earlier that day in order to accommodate council to be at both events.

Ms. Bowman informed Council that the Finance Department has once again received the GFOA Certificate of Excellence and Financial Reporting.

City Manager Whitten congratulated Ms. Bowman and staff for the award.

City Manager Whitten provided Council with the latest update of Legislative Priorities and spoke about #10, HB 1331. He walked Council through the bill and explained why the City was opposed to it. It would be detrimental to the City.

Mayor Blake further noted that this was discussed at the Space Coast League of Cities dinner and you can see the economic impact it could have on every city. It is imperative that they reach out to the state legislators when they travel to Tallahassee. He asked that citizens look at bills and be mindful as well.

Councilmember Goins asked for a consensus from Council for Friday Night Teen Nights hosted by Pastor Jarvis Wash at the Joe Lee Smith Center. He explained that the County charges him $1200-$1600 every Friday and require him to get police as well. He asked if the City would like to partner with him in order to lower some of his costs.

It was requested that the City Manager bring an item back on this.

Councilmember Goins provided photos of an event at McNair Magnet School, the Hey, Blue! Event, and the FBC-LEO Annual Conference he attended along with the Mayor and Deputy Mayor.

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He voiced his appreciation for all and reiterated the importance of the Trash Bash on April 1st.

Councilmember Dyal showed photos of the new Integra Trails apartments.

Councilmember Koss provided information on the Intelligent Transportation Replacement Project and what it entails. It is currently under design and the anticipated start for construction is the spring of 2024. She further mentioned the Ride the Wave to Resiliency grant and provided stats for the City which show where Cocoa stands with risk factors.

Lastly, Councilmember Koss gave a schedule of events for the Simpkins Fine Arts Center at Eastern Florida State Collage and announced that the events are free to attend.

Mayor Blake showed photos of the FBC-LEO Annual Conference and pointed out that a recipient from Brevard County won an award for being active in her community.

He gave a shout out to two Cocoa football players who play for the Buccaneers and the Chiefs.

Deputy Mayor Hearn also attended the events mentioned by other members of Council and noted there are a lot of great things going on. He asked all to be careful as it is dry outside.

Mayor Blake congratulated Neely Dunn and thanked the City Manager for the information on the house bills.

**XI. Adjournment:**

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to adjourn the Regular meeting of March 14, 2023.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

**The meeting adjourned at 7:59 p.m.**

_____

**Michael C. Blake, Mayor**

**ATTEST:**

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**Carie Shealy, MMC, City Clerk**

# Legislation Details (With Text)

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|---|---|---|---|---|---|
| **File #:** | 23-270 | **Version:** | 1 | **Name:** | |
| **Type:** | Minutes | | | **Status:** | Minutes |
| **File created:** | 4/19/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Approve the Minutes of the Special City Council Meeting of March 20, 2023, as written or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 03-20-2023 Minutes ADA.pdf<br>EXHIBIT A: 2023 Council Priorities and Planning Workshop - March 20.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 19, 2023
Agenda Date: April 25, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special City Council Meeting of March 20, 2023, as written or with amendments.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

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

**RECOMMENDED MOTION:**

Approve the Minutes of the Special City Council Meeting of March 20, 2023, as written or with amendments.



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**MINUTES**
**City of Cocoa**
**Special City Council Meeting**

**March 20, 2023**

A Special City Council Meeting was held on Monday, March 20, 2023, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

## I. Opening Matters:

Mayor Blake called the meeting to order at 10:01 a.m.

Deputy Mayor Hearn provided the invocation and Mr. Gregg Stoll led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

| | | |
|---|---|---|
| PRESENT: | Michael C. Blake | Mayor |
| | Lavander Hearn | Deputy Mayor |
| | Rip Dyal | Councilmember |
| | Stockton Whitten | City Manager |
| | Carie Shealy | City Clerk |
| ABSENT: | Alex Goins | Councilmember (arrived at 10:03 a.m.) |
| | Lorraine Koss | Councilmember (arrived at 10:20 a.m.) |
| | Anthony Garganese | City Attorney (arrived at 10:18 a.m.) |

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Tammy Gemmati, Administrative Services Director; Pat Dovale, Police Commander; Lora Howell, Deputy Finance Director; Jonathan Lamm, Fire Chief; Rob Beach, Chief Technology Officer; Bryant Smith, Public Works Director; and Eric Montgomery, Helpdesk Support Tech.

## II. Discussion Topics:

City Manager Whitten advised that one councilmember has an appointment and would be arriving late, so it was requested that items that are just an overview be done first and items that require action be moved to the latter part of the meeting.

He further reviewed what would be covered in this special meeting and explained that this was a continuation of the prior workshop[1].

Mayor Blake announced that there is a Diamond Square Workshop at 5 p.m. today as well as their regular meeting at 6 p.m. today.

Mayor Blake supported the move of non-action items to the beginning of the meeting.

Additionally, it was noted that this special meeting would not go all the way until 5 pm, as other members of Council have commitments prior to that time.

*** CONSENSUS AMONG COUNCIL FOR THE SPECIAL MEETING TO END BY 2:30 P.M.**

**1. Budget Overview**

City Manager Whitten advised that the top ten legislative issues for the City had been provided and he explained in detail why they were important. He stressed that the list was not in order of priority.

Discussion was held on a proposal for the repurposing of the old Joe Lee Smith Center.

In depth discussion was held in regards to all of the priorities being suggested and Ms. Bowman spoke on behalf of the magnitude of HB 1331 and the effects that it could have on the City.

Mayor Blake shared that on a conference call this morning there was discussion of how these bills were going to affect cities and that it is imperative that this information be relayed to the legislators because of the direct impact it would have on the City of Cocoa.

[1] EXHIBIT A: 2023 Council Priorities & Planning Meeting presentation

Ms. Bowman spoke in regards to the budget and noted that although it is early in the budget season there are a few things that staff was aware of right now that will affect the budget.

She provided an estimate of new money that the City was expecting in the FY 24 budget and gave a breakdown of estimated increases in expenses such as general fund salary increases of 3%; general fund medical insurance increase of 13%; and general fund electric/utilities of 9%.

Councilmember Dyal asked if the estimates included the two big apartment complexes coming into Cocoa. In response, Ms. Bowman stated that it was too early to know what the properties would come in on the tax roll at. City Manager Whitten added that those developments being built now will not affect the amounts shown.

Ms. Bowman discussed the FY 23 general fund deferred capital and explained items that were not completed such as police department vehicles; police department building renovations; and the carport enclosure evidence yard. Additionally, in Public Works the following were not completed: building rehabs and the above ground fuel storage tank at the police department. Since these were needed last year they need to figure out how to get these projects done this year.

A discussion was held on fund balance and what that entailed. Ms. Bowman advised that they are asking for money to be earmarked in the category for park improvements and allow staff to then assign it as costs will probably be higher.

Mr. Smith stated that they are almost at full design for all of the park projects so they should be going out to bid soon, however, they will probably come in over budget.

City Manager Whitten advised that the $1 million would be for cost overruns for those projects previously approved.

Ms. Bowman further noted that as bids come in they would move it out of Parks improvements to wherever it is needed.

Deputy Mayor Hearn asked about the status of the Brevard Museum.

In response, Ms. Senger noted they have the ongoing expense of the one staff member. Leisure Services is down one employee right now and they are utilizing the employee at the museum. They also have the expense of Public Works (cleaning, lights, etc.) as well as the printing of flyers.

Councilmember Koss provided an update on the museum as well and the status of the agreement. She further asked about the renovations at the police department. Commander Dovale spoke about the condition of the bathrooms, drainage and the kitchen.

City Manager Whitten reiterated that the recommendation was to hold the $1 million in the Parks Improvements account and when bids come in they can see where they are at budget wise.

Mayor Blake has seen the conditions of the police department and feels those need to be addressed immediately. It is a great investment to invest in City buildings.

Councilmember Goins asked for more clarity on the line item of “Park Improvements”. In response, Mr. Smith explained that it was for general items like trash cans, signs, etc.

Discussion was held on lighting at a few of the parks and issues such as lighting and fencing at Gilmore Park were highlighted.

Councilmember Goins stated he receives calls on a daily basis about Gilmore Park. There are people running through the park at all times of the day or sleeping there.

Mr. Smith assured Council that staff would work with the police department to find out the problems and would bring that information back to Council.

Councilmember Dyal was surprised by how many people were visiting the Museum and gave kudos to Mr. Stoll and the train exhibit.

* **MOTION by Councilmember Dyal to earmark $1,021,064 as backup for park improvements as well as updates to the Larry Gilmore Park for lighting and cameras.**

Mayor Blake spoke about cameras and their locations and felt that other eyes should be on the park as well, but he understands Councilmember Dyal’s point.

Councilmember Dyal reiterated his reasonings and believed if there were funds left over they should be used for Gilmore Park.

Mayor Blake assured Council that all points were well taken but feels that staff needs more time to prioritize and bring those back to Council. Each situation is unique and needs to be addressed accordingly.

**THE MOTION DIED FOR A LACK OF A SECOND.**

* **MOTION BY Councilmember Goins to set aside at least $100,000 for Gilmore Park which should cover the lighting and cameras and leave them with $921,674 in the General Fund-Completed Projects/Unassigned Funds and for staff to do the necessary actions to move monies around and when the bids come in to take funds from this. The Motion was Seconded by Mayor Blake for discussion.**

City Manager Whitten explained how the $1,021,674 would be classified. When bids come in they would see where the deficits are. If Council wanted to prioritize any one project or initiative then he asked them to state what they wanted.

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to take a ten minute recess. It started at 11:31 a.m.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to reconvene the meeting at 11:41 a.m. and to make the topic of Council Priorities #2, as it will require Council action.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

**2. Council Priorities**

City Manager Whitten explained that the following priorities for the general fund were previously stated by Council. They are as follows: Additional street paving, capital improvements within parks, additional funding for Upstart Cocoa.

Additionally, the following were noted for the Cocoa CRA: Cocoa Village parking, capital improvements within parks and enhanced law enforcement.

Discussion was held on each priority and the plans for them or for what has already been done in regards to the listed priorities.

In regards to enhanced law enforcement it was mentioned that cameras were being installed today.

Mayor Blake asked how more law enforcement could be accommodated with the growth in the Village. He wants to be proactive and not reactive for the immediate future. In response, City Manager Whitten advised that more people will require more law enforcement. He further stated that in the Diamond Square area they are patrolling on electric bicycles which gives that area more police presence.

Commander Dovale agreed that they have the E-bikes however the struggle has been the training for them and that it would hopefully be done soon.

City Manager Whitten further mentioned the issue of golf carts and that he had received information from Attorney Eick who researched that issue. There is a difference in golf carts and low speed vehicles.

Diamond Square CRA priorities were discussed in detail.

Deputy Mayor Hearn has received a lot of input from District 2 and the possibility of having a citizen committee in regards to the Fiske/Dixon Corridor. He would like to set aside funds to beautify that area.

Councilmember Goins asked if they could add to the Cocoa CRA list. He was advised that they could discuss it but no decisions could be made as any actions need to go before the whole board.

Councilmember Goins believed they should allocate funds to affordable housing in Cocoa CRA and make that a priority.

Councilmember Goins further spoke about the programs at the Joe Lee Smith Center and that there are several non-profits who do programs at the facility but are being charged for utilization. He would like a conversation to be held with the county in order to figure out how to work this out. He used Pastor Jarvis Wash's events as an example.

The list of priorities for District 1 was discussed. In regards to street paving, Councilmember Goins stated he would always provide street names for paving in hopes that they get on the list at some point.

City Manager Whitten noted that budget amendments will be made based on what was discussed at the last meeting. They are hoping to do some of those this fiscal year.

* **CONSENSUS BY COUNCIL TO BRING BACK AN UPDATED LIST OF WHAT WAS DISCUSSED AT THE LAST MEETING AND WHAT WILL BE DONE THIS FISCAL YEAR TO AN UPCOMING COUNCIL MEETING.**

Further discussion was held on the possible collaboration between cities for items such as striping of the roads, code lien process, and stormwater ponds.

Deputy Mayor Hearn spoke about the priorities for District 2 and of the importance of connected pathways with bike lanes. Street calming in Broadmoor Acres and the rest of District 2 was discussed and he would love to see stop signs with lighting and sidewalks were discussed.

* **MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake, to expand the beautification grant program City wide for beautification, if criteria is met, parallel to what is done for Diamond Square. Discussion was held.**

Deputy Mayor Hearn would like to mirror requirements of the Diamond Square CRA.

Councilmember Koss believes it would be more effective if corridors were the focus. For example, the Fiske Blvd. corridor or Dixon Blvd. The image of the City is important so there should be a focus on corridors.

Deputy Mayor Hearn agrees but stated that he gets calls all of the time from certain streets and many times it is the elderly or disabled and cannot afford to do it on their own.

Mayor Blake advised that this would require a written policy and asked to give the City Manager and staff the opportunity to do this and bring it back before Council.

City Manager Whitten reiterated that Council's direction was to find money within next years' budget to implement a citywide beautification program and bring a written policy back to Council.

Councilmember Goins clarified that this would be outside of Diamond Square. It was confirmed in the affirmative.

**THE MOTION DIED.**

Lastly, City Manager Whitten spoke about the N. Indian River Circle flooding. Mr. Smith added that this project should be completed within the next couple of weeks. They have access so that they can maintain the ditch. It is very wet so it has to be maintained. He further explained the difference in easements and right-of-way's. There is an existing easement of which they have received a right of entry for.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to break for lunch. The meeting will resume at 1:35 p.m.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to reconvene the meeting. The meeting began at 1:37 p.m.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

**THE MOTION CARRIED UNANIMOUSLY (5-0)[2]**

Discussion was held on District 3's priorities including the SR 524 lighting from Publix to Walmart, and cross/sidewalks to I-95.

Councilmember Dyal added that Cidco/Industrial Park needs lighting as well and most of his priorities were safety issues.

Lastly, District 4's priorities were reviewed. Councilmember Koss pointed out that neither Pine Ridge or College Manor has a park and she believes that park deserts need to be addressed even if it is long ranged. She is not a fan of the long list approach.

Another long term goal was a pool in District 4 as they lost the one in the district as well as the Porcher House.

A short term goal she would like to see included was charging stations.

The Cocoa Conservation Area Trailhead was discussed as well as the Johnny Johnson Nature Trails.

She mentioned the incentive of Spanish skills for employees and noted that Brevard Adult Education offers classes but in conversations with the City Manager there has not been a lot of interest in the classes. She feels Spanish is a growing culture among districts and that being able to offer scholarships to staff and support the Brevard Adult Education Center would be a good signal.

Lastly, she spoke about a dog park at Travis Park as well as the landscaping there. She thought the dog park was an important issue and since the City is growing it should be adding assets.

[2] Deputy Mayor Hearn attended via telephone for the remainder of the meeting.

In response, City Manager Whitten advised that Brad Whitmore had come before the Cocoa CRA and presented information on a dog park. They will be approaching the Cocoa CRA again soon. Additionally, Ms. Senger stated that she believes they have secured funding but Mr. Whitmore needs to secure it with his board prior to coming forward to the CRA.

Councilmember Koss voiced her support for the Museum and everything happening there.

Annexations, requirements and procedures were discussed and potential areas that should be annexed.

City Manager Whitten asked Chief Lamm to speak on a budget issue at the Fire Department. Chief Lamm explained that this was a public safety issue and includes both police and fire. He explained that last year Brevard County stated that in order to enhance their radio system they would have to impose an annual fee and a one-time upgrade fee. The County paid $1.2 million and the rest was divided between all municipalities. The total is $210,000 which is the one time, P25 upgrade, the annual backbone fee and the console upgrade and dispatch. He further noted that there was no choice in this matter and if we do not pay our portion then we cannot operate off of the system to dispatch emergency calls. It is a lengthy process but the enhancements are well overdue. He wanted them to be aware that this was an expense that would be coming to Council.

Councilmember Koss ended her priorities by speaking about the Clearlake Walking Path. This is a part of Eastern Florida State College. In response, City Manager Whitten advised he had a conversation with Mr. Parker at the college and they are not resistant to opening up the path.

In closing, City Manager Whitten mentioned issues at 429 Barbara Jenkins. Mr. Smith further noted a conflict in land use and the zoning code. City Manager Whitten stated that it bothers him to have to hold this up in a neighborhood that needs affordable housing so badly. In order to get this all corrected it will have to go through Planning & Zoning and then City Council.

Mayor Blake said we have to be proactive and safety comes first.

Mayor Blake would like to bring other issues back at a later date as there are some issues he would like to discuss from Florida League of Cities and National League of Cities.

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to bring back the Rent Ordinance and Planning & Priorities Plan Review & Approval at a later date.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

**III. Adjournment:**

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to adjourn the Special City Council Meeting of March 20, 2023.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

**The meeting adjourned at 2:24 p.m.**

_____

**Michael C. Blake, Mayor**

**ATTEST:**

_____

**Carie Shealy, MMC, City Clerk**

EXHIBIT A: 2023 COUNCIL PRIORITIES & PLANNING MEETING PRESENTATION

COCOA
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# 2023 COUNCIL PRIORITIES & PLANNING MEETING

March 20, 2023



# AGENDA

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1. Budget Overview
2. Planning and Priorities Plan Review and Approval
3. Council Priorities
4. Rent Ordinance
5. Public Input/Citizen Participation

# Legislative Priorities

1. **Funding for All Phases of State Road 524 & State Road 501 Safety & Capacity Projects**
2. **Additional State Funding for the SHIP Program for Affordable Housing Initiatives**
3. **Supporting additional funding for the conversion of the former Dr. Joe L. Smith Community Center**
4. **Additional funding for Sustainability and Resiliency Projects/Initiatives**
5. **Funding for the redesign and construction of day slips at Lee Wenner Park**
6. **Funding for infrastructure improvements to facilitate the siting of a Brightline Station in Cocoa**
7. **Protection of Local Home Rule**
8. **Continued funding of Bonus and Incentive Pay for First Responders**
9. **Opposition to House Bill 401 – Sovereign immunity**
10. **Opposition to House Bill 1331 – Fund transfers for Municipal Utilities**

COCOA FLORIDA

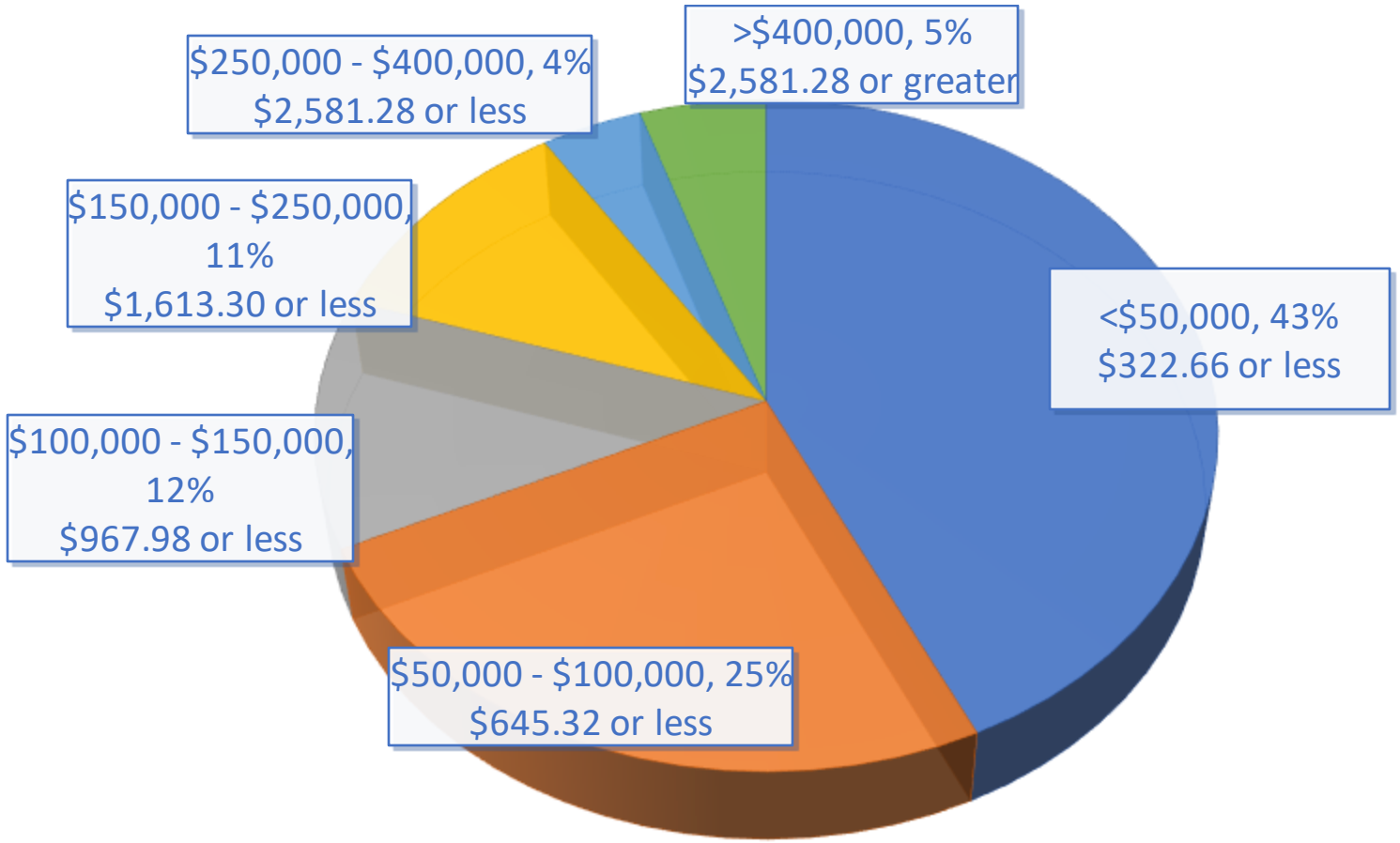
# Fiscal Year 2023 Genral Fund Approved Budget

| General Fund | FY 2023 Approved Budget |
|---|---|
| Police | $12,120,906 |
| Public Works | $9,290,683 |
| Fire | $7,285,476 |
| General Operations | $6,290,424 |
| Finance | $3,918,969 |
| Information Technology | $2,500,515 |
| City Manager Office | $1,275,623 |
| Administrative Services | $1,044,770 |
| Economic Development | $678,170 |
| Community Services | $220,293 |
| City Council | $204,889 |
| Emergency Disaster | $0 |
| TOTAL | $44,830,718 |

COCOA FLORIDA

# Taxable Property Values

COCOA
FLORIDA



# Tax Exemptions

COCOA
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## General Exemptions

- $25,000 Homestead Exemption
- $25,000 Additional Homestead
- $500 Widow/Widower Exemption
- $500 Blind Person Exemption
- $500 Disability Exemption
- Total & Permanent Disability Exemption - Civilian
- Limited Income Seniors Exemption
- Parent/Grandparent Living Quarters Assessment Reduction

## Veteran & First Responder Exemptions

- Service Connected Total & Permanent Disability Exemption
- First Responder Total & Permanent Disability Exemption
- $5,000 Disabled Veteran Exemption
- Homestead Tax Discount for Veterans 65 and Older with Combat-Related Disability
- Property Tax Refund for Totally and Permanently Disabled Veterans
- Deployed Military Exemption
- Surviving Spouse of Military Veteran or First Responder Exemption

# Balancing the General Fund Budget

| Total General Fund Revenue FY 2023 | $44,830,718 |
|---|---|
| Utility Related Fees: | |
| Water/Sewer Fund & Stormwater Fund Administrative Costs | $7,887,953 |
| Return On Investments (ROI) | $7,055,971 |
| Payment in Lieu of Franchise Fees | $1,720,201 |
| Utility Billing and Service Charges | $2,803,574 |
| Total Utility Fund's Support | $19,467,699 |
| General Fund Revenue Without Utility Support: | $25,363,019 |
| Less: | |
| Police Department | ($12,120,906) |
| Public Works Department | ($9,290,683) |
| Fire Department | ($7,285,476) |
| General Fund Payment to the CRAs | ($1,245,020) |
| General Fund Debt Payments | ($1,442,101) |
| Amount Available to Fund All Other General Fund Services | ($6,021,167) |

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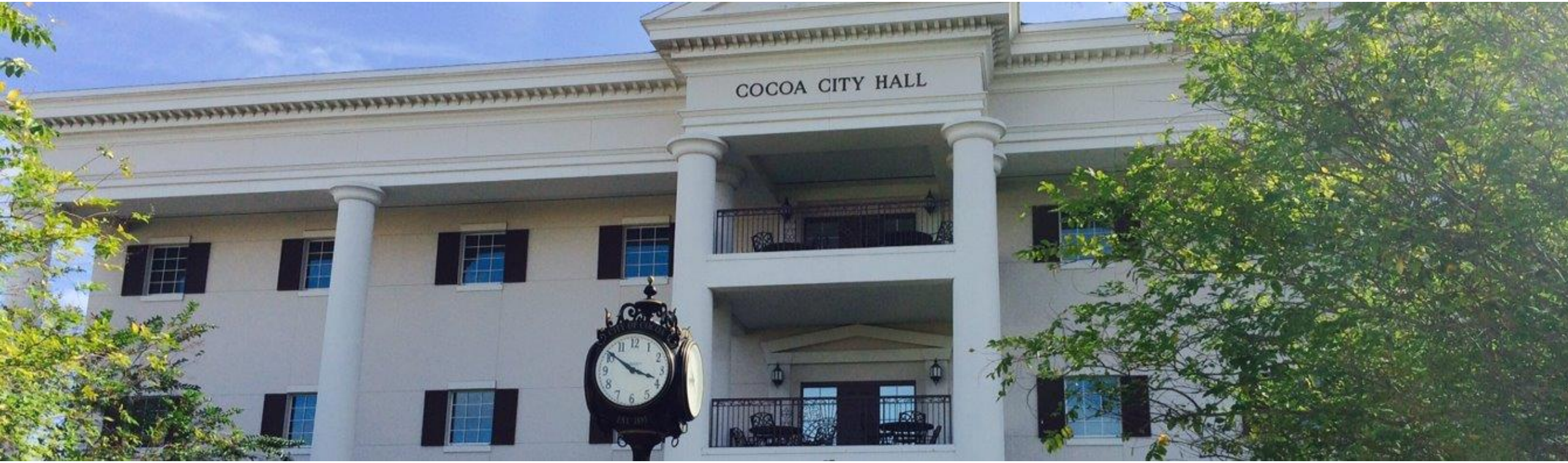
# Balancing the General Fund Budget

| **Property Tax Revenue FY 2023** | **$8,438,570** |
|---|---|
| Police Budget | $12,120,906 |
| Public Works Budget | $9,290,683 |
| Fire Budget | $7,285,476 |
| Net | ($28,697,065) |
| Fire Assessment Collections | $3,137,611 |
| Difference (Shortage) | ($25,559,454) |

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# FY 2023/24 Budget Preparation

## OVERVIEW




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# New Money (Estimates)

| FY24 Budget | |
|---|---|
| Property Tax Increase 3% (Current Millage Rate) | $253,000 |
| Fire Assessment 3% | $94,000 |
| Utility/Stormwater Indirect Cost Allocations 5% | $400,000 |
| *Utility Return on Investment (ROI) 3% | $211,000 |
| Total Estimated Increase in Revenue: | $958,000 |

*ROI is expected to decrease in FY25

COCOA FLORIDA

# Increase in Expenses (Estimates)

| FY24 Budget | |
|---|---|
| General Fund Salaries 3% | $678,000 |
| General Fund Medical Insurance 13% | $474,000 |
| General Fund Electric/Utilities 9% | $73,000 |
| Total Estimated Expenses | $1,225,000 |
| **Total Estimated Shortfall:** | **($267,000)** |

FY24 Debt Service Expenses will be $340,000 less, due to Debt Payoff in FY22/FY23

COCOA FLORIDA

# General Fund Deferred Capital (FY23)

| **Police Department (PD)** | |
|---|---|
| Vehicles/Van (10) | $475,000 |
| Building Renovations (Kitchen, Bathroom and Lockers) | $84,000 |
| Carport Enclosure Evidence Yard | $108,000 |
| **Total Deferred Capital (PD)** | **$667,000** |
| | |
| **Public Works Department** | |
| Building Rehab (Porcher House, City Hall Carpet, Old Fire Station 3, Civic Center and Fleet Control Access System) | $519,000 |
| Above Ground Fuel Storage Tank at PD | $130,000 |
| **Total Deferred Capital (PW)** | **$649,000** |

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# BUDGET

## FUND BALANCE



COCOA FLORIDA

# General Fund – Unassigned Fund Balance

| Fund Balance | |
|---|---|
| Preliminary Unassigned Fund Balance – Year End FY22 (as of 2/23/23) | $16,043,672 |
| Liquidity Reserve | ($8,303,672) |
| Prior Year Committed | ($3,800,000) |
| Recommendation of Unassigned Fund Balance Use: | |
| Road Paving | ($500,000) |
| Additional Grant Match Fiske/Broadmoor Acres | ($1,100,000) |
| Fire Pumper Truck | ($850,000) |
| Police + Fire High School Cadet Program | ($300,000) |

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# General Fund – Unassigned Fund Balance

| Fund Balance | |
|---|---|
| Affordable Housing or Downpayment Assistance Program | ($400,000) |
| Firefighter and Police Officer Recruitment Program | ($300,000) |
| Dixon/IRD Project | ($250,000) |
| Museums Capital | ($240,000) |

COCOA FLORIDA

# General Fund – Assigned Fund Balance (AFB)

| Park Projects | Budget | Encumbered/Expenditures | Remaining Balance |
|---|---|---|---|
| Provost Park | $900,000 | ($144,169) | $755,831 |
| Junny Rios Park | $710,000 | ($95,859) | $614,141 |
| Stradley Park | $575,000 | ($60,067) | $514,933 |
| Park Improvements | $75,000 | ($13,311) | $61,689 |
| | | | |
| Subtotal: | $2,260,000 | ($313,406) | $1,946,594 |

COCOA FLORIDA

# General Fund – Assigned Fund Balance (AFB)

| Projects | Budget | Encumbered/Expenditures | Remaining Balance |
|---|---|---|---|
| ERP | $1,500,000 | - | $1,500,000 |
| Housing | $750,000 | - | $750,000 |
| Village Parking | $700,000 | ($458,621) | $241,379 |
| Fiske Blvd Grant Match | $560,000 | - | $560,000 |
| Economic Incentives | $500,000 | - | $500,000 |
| Fuel Tank (GF Portion) | $310,500 | ($283,849) | $26,651 |
| Sustainability | $37,500 | - | $37,500 |
| | | | |
| **Subtotal:** | **$4,358,000** | **($742,470)** | **$3,615,530** |

COCOA FLORIDA

# General Fund – Completed Projects/Unassigned Funds

| Completed/Unassigned | Budget | Expenditures | Balance |
|---|---|---|---|
| Brevard Museum | $70,000 | ($25,785) | $44,215 |
| Donation (School) | $100,000 | ($85,000) | $15,000 |
| Brevard Museum Alarm | $35,000 | ($28,929) | $6,071 |
| Paving | $600,000 | ($471,777) | $128,223 |
| Police Headquarters | $559,000 | ($546,514) | $12,486 |
| Pumper Truck (SLFRF) | $634,500 | - | $634,500 |
| Bracco Pond | $82,500 | ($43,109) | $39,391 |
| Carl Anderson Park | $82,500 | ($12,781) | $69,719 |
| Gilmore Park | $82,500 | ($10,431) | $72,069 |
| **Subtotal:** | **$2,246,000** | **($1,224,326)** | **$1,021,674** |

Total FY21 Assigned Fund Balance Budget $8,864,000

# PLANNING & PRIORITIES

## 2023




COCOA
FLORIDA

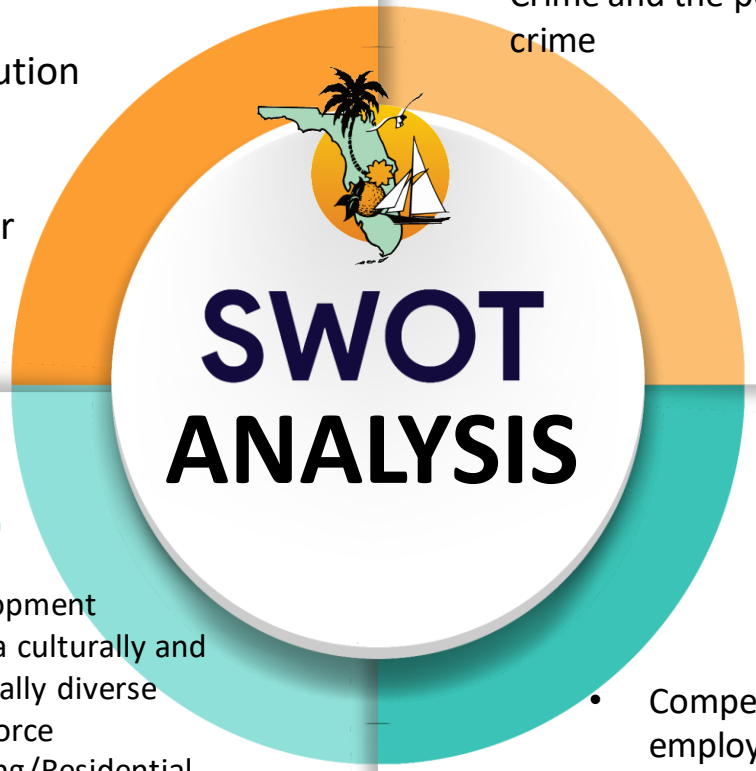
# 2022 SWOT ANALYSIS - APPROVED

## STRENGTHS

- Regional Water Utility
- Cocoa Village
- Employee Knowledge
- Location
- Financial Status
- Culturally Diverse
- Abundance of Churches/Non-profits
- Educational Hub
- Tree City USA
- Center for Distribution Centers
- Dr. Joe Lee Smith Community Center
- Diamond Square Community

## WEAKNESSES

- Cocoa's Image/Reputation
- Irregular City Boundaries
- Crime and the perception of crime
- Limited funding for improvements
- Limited control over our parks
- Affordable business space for entrepreneurs
- Incentives for City employees living in the City
- Employees Representative of the population
- Sustainability




## OPPORTUNITIES

- Cocoa Village
- Use of City Facilities & Amenities
- Annexations
- Expansion of Water/Wastewater Utilities
- Industrial Areas
- Brightline Station
- Cocoa's Image/Reputation
- Tradeschools and partnership with STEM and CTE programs
- Diamond Square Community
- Eco tourism
- Grant Eligibility
- More connected pathways
- Low-impact development
- Have a culturally and ethnically diverse workforce
- Building/Residential development
- Vacant commercial property
- Citizen participation/engagement

## THREATS

- Competition for municipal employees
- Cocoa's Image/Reputation
- Lack of service and healthcare businesses
- Health of the Lagoon
- Lack of attainable workforce housing
- Homelessness
- Climate change (Storm surge, heat events, sea level rise)
- Unmanaged growth
- Lack of civic engagement

# MISSION - APPROVED



The mission of Cocoa's government is

"To enrich the quality of life for our unique and diverse community by delivering Professional, Responsive, Innovative, Dedicated and Exceptional public services!"

***Serving our community with P.R.I.D.E.***

# VISION - APPROVED

We envision Cocoa as a safe, vibrant, and diverse city that values its rich history and environmental resources, while promoting an engaged and inclusive community with ample employment, housing, recreational, and social opportunities for all.

# CORE VALUES - APPROVED

**Integrity**

Conducting ourselves in a moral, ethical, and honest manner.

**Accountability**

Citizens, Staff and City Council taking ownership and responsibility to promote public trust.

**Community Engagement**

Encouraging community participation, inclusivity and awareness so that all residents feel they have an opportunity to participate in their city government.

**Professionalism**

Serving the community competently and efficiently with character and a positive attitude.

**Excellence**

Providing responsive and exceptional customer service.

**Respect**

Treating the public and one another with dignity, consideration and compassion.



# PRIORITY AREAS – NEED APPROVAL

COCOA
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***In order to produce an enhanced quality of life for our residents, business owners, and visitors where Cocoa achieves its vision for a safe, vibrant, and diverse city that values its rich history and environmental resources, while promoting an engaged and inclusive community with ample employment, housing, recreational, and social opportunities for all, the city must focus on these priority areas:***






**PUBLIC SAFETY & COMMUNITY STANDARDS**



**PUBLIC INFRASTRUCTURE**



**ECONOMIC & COMMUNITY DEVELOPMENT**



**COMMUNITY OUTREACH & ENGAGEMENT**



**ORGANIZATIONAL EFFECTIVENESS**



# PUBLIC SAFETY/COMMUNITY STANDARDS

*Provide effective and efficient public safety services that remains pro-active and allows for enhanced community relations and preparedness.*

- Implement pro-active, community-based solutions to build strong community relations.
- Proactively and consistently respond to shifting crime trends and emerging social problems.
- Attract and retain a skilled community-oriented and diverse sworn and civilian workforce.
- Ensure training and readiness of Public Safety employees.
- Enhance community disaster preparedness initiatives.
- Enhance community standard efforts while continuing to strive for voluntary compliance.

*Serving our community with* P.R.I.D.E!



# INVESTMENT IN PUBLIC INFRASTRUCTURE

*Ensure safe and efficient public infrastructure that drives growth and development in an environmentally responsible manner.*

- Ensure the delivery of safe, clean drinking water to all utility customers.
- Enhance the City's transportation networks. (Train, Bicycle, Walk, Drive, Public Transit, Multi-modal Brightline Station)
- Invest in environmental stewardship.
- Support a safe, accessible, well-maintained network of parks, facilities and greenspace.
- Continually invest in parking solutions for Cocoa Village.

# ECONOMIC/COMMUNITY DEVELOPMENT

*Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast.*

- Enable growth through enhanced and modernized infrastructure.
- Maintain and attract new industry, jobs and investment through targeted marketing efforts, data collection and maintenance.
- Support education, training and job readiness programs.
- Improve residential development and rehabilitation programs to ensure a diversity of housing options.

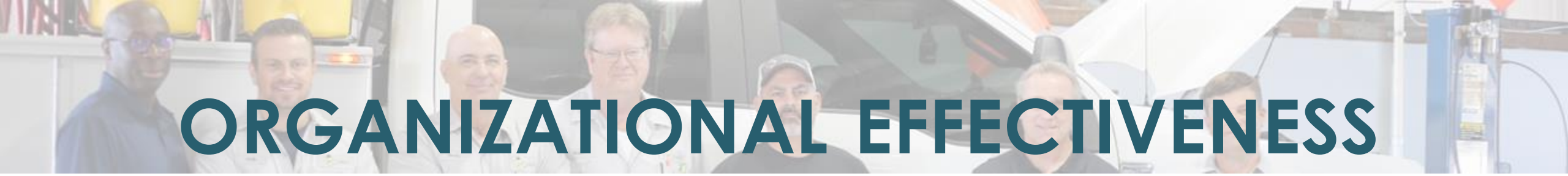


# COMMUNITY OUTREACH & ENGAGEMENT

*Engage residents, business owners and visitors to participate in and be informed about their community.*

- Continue to find new ways to communicate and reach the entire community with the latest news and information.
- Engage residents in volunteer boards and committees through community outreach programs.
- Ensure branding standards are maintained.
- Encourage a diverse array of special events at city facilities that attract a diverse audience.

Serving our community with P.R.I.D.E!



# ORGANIZATIONAL EFFECTIVENESS

*Drive efficiency with impact focused workflow and attraction and development of a qualified workforce.*

- Enhance efforts to attract, develop and support a qualified and capable workforce reflective of the community.
- Leverage the latest technology to deliver efficient and effective public services to the community.
- Improve organization efficiency and effectiveness by analyzing workflow processes.
- Maintain the City's long-term fiscal sustainability.

# APPROVAL NEEDED

## PLANNING & PRIORITIES

COCOA FLORIDA

# COUNCIL PRIORITIES

## 2023/24




COCOA FLORIDA

# PREVIOUSLY STATED COUNCIL PRIORITIES

COCOA
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**GENERAL FUND**

- Old Dr. Joe Lee Smith Community Center – State Funding
- Museums
- Homeless Initiatives
- Additional Street Paving
- J & K Septic to Sewer Conversion
- Capital Improvements within Parks
- Operating and Maintaining City Parks
- Subsidized Bus Routes/Bus Shelters
- Trailheads at Cocoa Conservation Area
- Enhanced Law Enforcement
- Facilitation of a Brightline Train Station in Cocoa
- Facilitation of Attainable Workforce Housing
- Municipal Swimming Pool in North/Central Area
- New Park Locations
- Additional Funding for Upstart Cocoa
- Recruitment and retention efforts
- Review and rewrite of the landscape ordinance
- Review of site plan/subdivision section of the code
- Reconciliation of land use and zoning code conflicts

Highlighted items – Funded in FY23 Budget

**COCOA CRA**

- Fishing Pier
- Civic Center Renovations
- Cocoa Village Parking
- Capital Improvements within Parks
  - On Street
  - Parking Lots
  - Lee Wenner - RFP
- Mooring Field
- Harrison Street Streetscape
- Enhanced Law Enforcement
- Golf Cart Community

**Diamond Square CRA**

- Old Dr. Joe Lee Smith Community Center – State Funding
- Extension of the CRA expiration date
- Development of the Michael C. Blake Subdivision
- More programs and services within the Dr. Joe Lee Smith Community Center

# PREVIOUS COUNCILMEMBER BUDGET/PRIORITY REQUESTS

COCOA
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**Councilmember Goins (District 1)**

- Cameras/lights/security at bathrooms
- Gilmore park to get prepared for bathroom installation
- Churchill/Thomas/Highland/Rosa L/Edinburgh paving
- Increase Upstart Cocoa to 4-6 businesses
- Virginia Park – selective paving based on street assessment
- Stripe pedestrian crossing Fern and Prospect Gilmore Park crossing
- Solar LED lighting around Thomas Cole Stormwater pond
- Extend 6' metal fencing in front of Gilmore Park
- Install sewer and water service lines for Blake subdivision to lower costs to future homeowners
- Connect storm connections on Barbara Jenkins and surrounding area that will allow storm to flow to Cole Stormwater Pond to aid Bernard Street pond
- Funding to support selected non-profits for the old Dr. Joe Lee Smith Community Center moving forward
- Funding for the purchase of the Verizon property on Railroad Avenue for future storm water pond
- Expeditated Code Lien process
- Review Code Requirements (Lot Sizes, Setbacks) – Affordable Housing

**Councilmember Hearn (District 2)**

- Entryway at Fiske
- Park/pool – connect parks
- Street calming – Broadmoor Acres
- Expand City-wide beautification grants to $15k
- N Indian Cir flooding – ditch was filled in

**Councilmember Dyal (District 3)**

- SR524 Publix to Walmart lighting
- Cross/sidewalks to I-95
- Cocoa Conservation Area temporary entrance (neighborhood petition)
- Push SCTPO to move up funding for SR524
- More officers/fire as development continues

**Councilmember Koss (District 4)**

- Pine Ridge – park desert, sidewalks @Harvard, Pineda
- Cocoa Conservation Area trailhead
- Johnny Johnson Nature Trail
- Pool/park
- Electric vehicles/charging stations
- No plastic @ City events (KBB Litter Quitter program) – *Not supported by Council*
- Connect spending to strategic issues
- Clearlake Walking Path
- Establishing Clearlake/Dixon/Michigan Area as a Neighborhood Strategy Area
- Incentivize Spanish Language skills for staff, subsidize classes through BCAE
- Porcher House – develop plan with 3-year timeline to make it into attraction and one of the BC Historic Homes tour
- Dog park connected to SC Humane Society off of US1.
- Dog park and more landscaping at Travis Park
- Pocket Park at Beverly & IRD

Highlighted items – Funded in FY23 Budget

# RENT CONTROL/STABILIZATION

## PROPOSED ORDINANCE DISCUSSION



COCOA FLORIDA

# 60-Day Rent Control/Stabilization Ordinance Discussion

- There are currently no statutory limits on the amount a landlord can charge for or increase rent.
- A 60 day notice is required before the end of an annual lease to increase rent.
- A 15 day notice is required before the end of a month-to-month lease to increase rent.
- Landlords are also not required to offer lease renewals for their tenants.
- Per Florida Statutes rent controls are not allowed except in **declared housing emergencies** as approved by the voters on annual basis.

# 60-Day Rent Control/Stabilization Ordinance Discussion

- There are several County/Cities that have attempted to or have enacted Ordinances.

  - **Orange County** – Ordinance limiting rent increase, placed on the ballot in 2022 and passed. Currently now implemented as it is being challenge in the Courts.

    "Shall the Orange County Rent Stabilization Ordinance, which limits rent increases for certain residential rental units in multifamily structures to the average annual increase in the Consumer Price Index, and requires the County to create a process for landlords to request an exception to the limitation on the rent increase based on an opportunity to receive a fair and reasonable return on investment, be approved for a period of one year?"

# 60-Day Rent Control/Stabilization Ordinance Discussion

- **Tampa** – Council voted to draft an Ordinance declaring a housing crisis and present the measure to voters. Council then voted at the next meeting not to move forward with the Ordinance.

- **Miami-Dade County** - Passed an Ordinance in May 2022. Requires a 60-day notice for any increases more than five percent.

# PUBLIC INPUT

COCOA
FLORIDA



COCOA
FLORIDA



# QUESTIONS

Serving our community with P.R.I.D.E!

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-272 | **Version:** | 1 | **Name:** | |
| **Type:** | Minutes | | | **Status:** | Minutes |
| **File created:** | 4/19/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Approve the Minutes for the Special City Council meeting of March 30, 2023, as written or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 03-30-2023 Minutes ADA.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 19, 2023
Agenda Date: April 25, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Special City Council meeting of March 30, 2023, as written or with amendments.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

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

**RECOMMENDED MOTION:**

Approve the Minutes for the Special City Council meeting of March 30, 2023, as written or with amendments.



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**MINUTES**
**City of Cocoa**
**Special Meeting of The City Council**

**March 30, 2023**

A Special City Council Meeting was held on Thursday, March 30, 2023, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

## I. Opening Matters:

Mayor Blake called the meeting to order at 6:00 p.m. A moment of silence was held for the recent events in Tennessee and North Carolina.

Deputy Mayor Hearn provided the invocation and Lloyd Roberts, Chairman of the Code Enforcement Board, led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

| | | |
|---|---|---|
| PRESENT: | Michael C. Blake | Mayor |
| | Lavander Hearn | Deputy Mayor |
| | Rip Dyal | Councilmember |
| | Alex Goins | Councilmember |
| | Lorraine Koss | Councilmember |
| | Kristin Eick | Assistant City Attorney |
| | Rebecca Bowman | Acting City Manager |
| | Carie Shealy | City Clerk |
| ABSENT: | Anthony Garganese | City Attorney |
| | Stockton Whitten | City Manager |

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Lorne Stinnet, HR Manager; Samantha Senger, Director of Communications & Economic Development; Evander Collier, Chief of Police; Jonathan Lamm, Fire

Chief; Mitch Lawyer, Tech Services Supervisor; Bryant Smith, Public Works Director; and Lisa Richardson, Help Desk Support Tech.

**II. Approval of Agenda and Minutes:**

**1. Agenda:** Regular Meeting of March 30, 2023. (23-206)

*** MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve the Agenda as Amended to add Item III.5, a Proclamation proclaiming the month of March as "Women's History Month".**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

**2. Minutes:** na

**III. Awards and Presentations:**

1. Proclamation: Proclaiming the week of April 9 - 15, 2023 as "National Public Safety Telecommunicators Week." (23-127). (Chief of Police)

Chief Collier read the proclamation into the record.

2. Proclamation: Proclaiming the Month of April, 2023 as "Water Conservation Month". (23-202). (Utilities Director)

Mr. Walsh read the proclamation into the record.

3. Proclamation: Proclaiming the Month of March as "Hemophilia and Bleeding Disorders Awareness Month". (23-219). (Deputy Mayor Hearn)

Deputy Mayor Hearn read the proclamation into the record and presented it to the representatives in attendance. Tyler Nazario and his mother thanked Council for the recognition and provided further information about hemophilia.

4. ~~5.~~ Proclamation: Proclaiming the month of March as: "Womens History Month." (Councilmember Koss)

Councilmember Koss read the proclamation into the record.

Mayor Blake acknowledged Cocoa High School Principal Denise Stewart for all that she does as a school principal and for the community.

5. ~~4.~~ Presentation/Update by Family Promise of Brevard. (23-173). (Tara Pagliarini, Executive Director)

Ms. Pagliarini, Executive Director of Family Promise of Brevard, advised that they were in attendance to thank the City of Cocoa and to celebrate the project and all that has been going on. She provided a brief history of the project and announced that this has been going on for about three years. Family Promise is a hub of services that help families re-stabilize. They have revamped the old Fire Station #1 and they opened on March 1, 2023.

Dr. Synthia Doaks spoke about the classes that participants go through and provided statistics on how they have benefited from the programs. They are becoming certified and are able to get better jobs. She further spoke about the FAFSA and noted that Brevard County is number one in the state for completion. Lastly, Dr. Doaks mentioned the UF/Cocoa High School connection program and if anyone was interested in higher education that they could contact her.

Akili Phillips with Family Promise spoke about the grand opening event happening on Saturday and thanked the community partners who would be donating food and services for that event.

Councilmember Goins believed that sometimes Council gets flack for the things that they do. He is proud of the former Council for standing up for the community and doing what was best. He appreciates Family Promise and for those in Brevard County coming together. This is a great thing.

Councilmember Koss echoed Councilmember Goins' sentiments.

Mayor Blake thanked them and their ability to change lives.

## IV. Delegations:

Rhonnie Clarke, Cocoa resident, voiced his support for Open Door Concierge Services. He was once homeless and supports what they do.

Erica Jackson, Cocoa resident, Executive Director of Open Door Concierge Services, Inc., advised that they are being asked to leave their office space at 1053

Fern Avenue by NDC Asset Management and the Cocoa Housing Authority. They are a female owned, African American company and their passion is mental health and homelessness. She came here in April 2022 and they have been working and providing outreach support, they prepare meals, and give out donations. They asked Council to help them remain in the City at that address and to advocate for them.

Mayor Blake shared that the Housing Authority was transitioning in leadership and that there are powers in numbers and applauds them for what they are doing. He suggested that they let the dust settle and then decisions can be made.

Councilmember Goins asked what date they had to be out by in which Ms. Jackson stated April 10, 2023. They were given a thirty-day notice. He asked if all of their email correspondence could be forwarded to the City Clerk.

Mayor Blake mentioned Family Promise of Brevard and Matthews Hope and believed that once everything was up and running, everyone was going to follow Cocoa as we are setting the precedent.

Deputy Mayor Hearn was familiar with Open Door Concierge Services and the many services that are provided by them in the City. Their location is perfect and he hoped that the City could draft a letter of support for them.

Councilmember Koss spoke with Ms. Ginn at the Housing Authority and attended their meeting this afternoon. She got a positive sense from Ms. Ginn and knows that they provide valuable services. She thanked them for all that they do.

## V. Consent Agenda:

## (A) General Consent Items:

1. Request Council to award Bid # B 23-16-COC to the lowest and responsive bidder Integrated Fire & Security Solutions, Inc. (IFSS) for the Fire Alarm Panel Upgrade at the Historic Cocoa Village Playhouse in the amount of $113,602 and execute the agreement. Approve a Resolution Amending the FY 2023 Budget, BAF # 23-0. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $10,000. Authorize the City Manager to execute amendments and extensions to the agreement within approved contingency. (23-179). (Public Works Director)

2. Staff recommends approval of the vacation of the utility and drainage easements located at the south 5’ of Lot 2 and north 5’ of Lot 3, BLK6 of the College Manor Unit 3 Subdivision. (23-217). (Public Works Director)

**(B) Multi-Year Contracts:**

3. Approve an Amendment to City of Cocoa and Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC); and Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands maintenance services. (23-190). (Public Works Director)

4. Approve the Multi-Year agreements for RFQ Q-23-01-COC for Continuing Service Agreements: Architectural, General Civil Engineering, and Traffic Engineering Services. Authorize the City Manager to sign the renewal agreements. (23-191). (Public Works Director)

5. Approve a multi-year purchase of critical infrastructure technology services and authorize the City Manager to execute the multi-year service order. (23-212). (Chief Technology Officer)

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the Consent agenda.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

**VI. Public Hearings:**

None.

**VII. Council Business:**

1. Approve the current Code Enforcement Lien for the property located at 1206 N Cocoa Blvd., be reduced to $2,500.00 as recommended by the Code Enforcement Board. (23-192). (Chief of Police)

Amelia Qablawi, was in attendance and her husband was on speaker phone. It was noted by Attorney Eick that if Council agreed they could allow him to speak.

Nezar Qablawi, spoke in regards to the lien reduction request and were requesting that the lien be lowered as they were not aware that it existed. When they found out about the lien corrections were made right away.

Mayor Blake clarified that the Code Board approved the lien reduction to $2500 and asked if they were planning on selling or keeping the property. In response, the applicant stated that they were planning on selling. Mayor Blake advised that he was in support of the Board and their decision.

Councilmember Goins asked what the vote was at the Code Board meeting. In response, Councilmember Dyal stated that he believed it was unanimous. Councilmember Goins further questioned why the property was left like it was for so long and felt that as an owner you know what the City would deem to be a violation and what is not a violation.

Mr. Qablawi stated it was not left like that and had gone several times and cleaned up the property. He further stated that he had tried to work with the Cocoa Police Department.

Councilmember Goins stated that the issue was not just the homeless, as there were also a lot of cars and boats.

Mr. Qablawi stated that he had told Code that if they would give him a few weeks he would get it cleaned up but he was out of town and needed to get containers.

Ms. Qablawi advised they recently got a trash bin but it was a small one and the trash alone is awful.

Councilmember Goins recommended that as property owners, they fence in their property to prevent the homeless from coming in. He further stated he would vote “no” on this. He is not going against the Code Board but felt they give more leniency to commercial properties than residential.

Councilmember Koss confirmed the address and believed a message needed to be sent when property owners are not here. This impacts other properties as well.

Deputy Mayor Hearn understands the points made by other councilmembers and was glad the properties were being sold so that they can be utilized.

* **MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake, to approve staff’s recommendation.**

**AYES: Blake, Hearn, Koss**

**NAYES: Dyal, Goins,**

**THE MOTION CARRIED (3-2)**

2. Approve the current Code Enforcement Lien for the property located at 1202 N Cocoa Blvd., be reduced to $2,500.00 as recommended by the Code Enforcement Board. (23-193). (Chief of Police)

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn, to approve staff's recommendation.**

**AYES: Blake, Hearn, Koss**

**NAYES: Dyal, Goins,**

**THE MOTION CARRIED (3-2)**

The applicant thanked them for their time.

Mayor Blake understands their issues but reiterated that they are responsible as they are the property owners.

## VIII. City Business:

1. Approval of the 2022 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421. (23-200). (Director of Communication & Economic Development)

Ms. Senger spoke on this item and explained what the agreement entailed. She pointed out that Walmart currently has 688 full and part time employees and while that is down from 760 last year, it is still well above the requirement in the agreement.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the 2022 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

**Multi-Year Contracts:**

**None.**

## IX. Informational Agenda:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 2/28/2023. (23-182). (Finance Director)

2. FY 2023 Budget Adjustment Report. (23-184). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (23-186). (Finance Director)

**X. Reports:**

Acting City Manager Bowman recognized Mr. Lawyer sitting in for Mr. Beach, and Mr. Stinnett was filling in for Ms. Gemmati.

Ms. Senger reminded Council that Trash Bash was being held this Saturday at Riverfront Park.

She further noted that the City was hosting the tree photo contest and asked for those photos to be submitted. The deadline was being extended to Thursday, April 6th. This is a part of the Arbor Day Celebration in Riverfront Park on April 22nd.

Ms. Neuterman advised that at the last Special meeting Council voiced interest in extending the date of the Diamond Square CRA to September 30, 2039. That takes it to the limit of the CRA and allows the CRA time to complete projects. If a letter gets approved fifteen years would be added to the plan. They hope to move this forward in order to bring the Board to the forefront of the community.

TIF funds were discussed and Mayor Blake asked if they could request to expand the TIF fund amount. In response, Ms. Neuterman felt it was definitely worth the ask and to show what has been accomplished and what can be achieved.

Ms. Neuterman confirmed that they were asking to increase the time of the CRA as well as the TIF fund amount. She has a letter that needs to get to the County office by tomorrow.

Council clarified they would like the TIF funding increased to $200,000.

Ms. Neuterman felt that was an acceptable ask based on what was in the Interlocal Agreement and hoped they could all work together.

Ms. Bowman announced that they were still in the audit process and that financial statements would be brought to the second meeting in April. She mentioned portions of the audit that they are required to do and at this point there are no issues and expecting a clean audit.

Chief Lamm advised that the County passed a county-wide burn ban as the drought index is above 500. There is an extremely high fire danger level right now. There is not open burning, land clearing, etc. Chief Lamm stressed that you can still cook on grills. He asked Council for a consensus to enact a city-wide burn ban and for the City Manager to do this applicable to all County ordinances, etc.

* **Consensus to enact a City-wide burn ban and allow the City Manager to include any applicable County or City ordinances with it. The Burn Ban will stay in effect until the KBDI reaches below 450.**

In a question posed about Orchid Lakes, Chief Lamm stated that he had met with them and the site manager and would call them again, but this needed to be in place first.

Mr. Stinnett gave an update on the Cocoa Works program as well as a new program geared at garnering interest for students in the police and fire professions.

Councilmember Koss spoke about the Orchid Lakes groundbreaking and work being done to extend the shore line. She reminded all about the performing arts in District 4 at EFSC's Simpkins Fine Arts Center. Lastly, she reminded everyone to submit their tree photos for Arbor Day as this was an important way to teach about trees.

She advised that there was an issue with a property that was platted a long time ago and there are many non-conforming lots in the city. There are residents trying to replace sheds but cannot meet the current requirements.

She stated that they are required to pay $1,300 to go in front of the Board of Adjustment and they are only updating their shed so it will look better. She mentioned that she has made some calls and there are things such as Administrative Variances. She felt like BOA should be for big things and not to replace a shed.

She would like staff to bring this back to Council if it is a policy issue in order to empower staff to make administrative variances.

Mr. Smith noted they can do an administrative variance if it is a 20% setback and explained the reasonings why they cannot do it on the property in question.

Councilmember Koss reiterated that she would like this on an upcoming agenda. Mr. Smith clarified if they were bringing back setbacks or setbacks for accessory structures. In response, Councilmember Koss asked for solutions to be brought back and advised this was for another property, not the MacFarland property. Additionally, she would like fees revisited for an outdoor structure that is replacing a structure.

Further discussion was held on this subject.

Deputy Mayor Hearn thanked Public Works staff for an easement that was re-established. Neighbors are very pleased and staff was nice and respectful.

He mentioned that he spoke to the cub scouts a few weeks ago about local government and attended the Quarterback Club Banquet for the Cocoa High School Football Team. The City was presented with a sponsorship certificate.

Lastly, Deputy Mayor Hearn announced that he would be at Bracco Pond for the Trash Bash at 8 a.m.

Councilmember Dyal attended Cocoa Little League's Opening Day and threw out the first pitch. He also attended and was a judge at the car show in Cocoa Village. Lastly, he participated in the Chief's Walk in District 3 and it was good to see everyone come out, as well as the officers. He thanked staff for all that they do.

Councilmember Goins participated in Meals on Wheels this morning and shared that they had nineteen seniors. Word is getting around so that is good. He thanked Public Works for cleaning up the old community garden on Peachtree Street and invited all to the Trash Bash.

He spoke about code lien reductions on commercial properties and believed owners needed to be held responsible. He felt fines should be kept as is and not reduced.

Councilmember Goins showed photos from his visit at the Children's Hunger Project and an event where he was awarded "Elected Official of the Year" by the National Social Workers Association. He attended a ceremony and received an award. He stated it feels good when people recognize what you do.

Additionally, he showed photos of the new gym, multi-media center, and parking at Emma Jewel Charter Academy. It is all just conversation at this point and what their vision is.

He showed a photo of his rain barrel that he has been painting and noted that Emma Jewel Charter Academy has a few barrels as well.

He thanked all for coming and shared that he and the Mayor would be going to Tallahassee next week.

Mayor Blake thanked Chief Collier and the SWAT Team as they were able to subdue a situation recently.

He attended the National League of Cities conference this past weekend and met with Senator Posey. He is hoping to get some funding for SR 524 as well as cyber optic broadband width. He showed photos of his trip to Washington DC and announced that travel was paid for by the Florida League of Cities. He further showed photos of the Orchid Lakes groundbreaking where he, along with other Councilmembers were in attendance.

He announced that he and Councilmember Goins would be traveling to Tallahassee to attend Legislative Actions Days. They also mentioned FEMA and ARPA monies at the National League of Cities.

**XI. Adjournment:**

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to adjourn the Special meeting of March 30, 2023.**

**AYES: Blake, Hearn, Dyal, Goins, Koss**

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

**The meeting adjourned at 7:57p.m.**

_____

**Michael C. Blake, Mayor**

**ATTEST:**

_____

**Carie Shealy, MMC, City Clerk**

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-172 | **Version:** | 1 | **Name:** | |
| **Type:** | Awards/Presentations | | | **Status:** | Agenda Ready |
| **File created:** | 3/2/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Key to the City Presentation to Tra Blake. (Mayor Blake) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2023
Agenda Date: April 25, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Key to the City Presentation to Tra Blake.

## BACKGROUND:

na

## STRATEGIC PLAN CONNECTION:

na

## BUDGETARY IMPACT:

na

## PREVIOUS ACTION:

na

## RECOMMENDED MOTION:

Key to the City Presentation to Tra Blake.



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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-223 | **Version:** | 1 | **Name:** | |
| **Type:** | Awards/Presentations | | | **Status:** | Agenda Ready |
| **File created:** | 3/27/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Citizens Academy Graduation. (Director of Communications & Economic Development) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

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

## CITY COUNCIL AGENDA ITEM

Memo Date: April 20, 2023
Agenda Date: April 25, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Citizens Academy Graduation.

### BACKGROUND:

na

### STRATEGIC PLAN CONNECTION:

na

### BUDGETARY IMPACT:

na

### PREVIOUS ACTION:

na

### RECOMMENDED MOTION:

Citizens Academy Graduation.



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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-227 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Consent Agenda |
| **File created:** | 3/31/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Request Council to award Bid # B 23-18-COC to the lowest responsive bidder Air Mechanical & Service Corp for the replacement of two 20-ton air condensing units at City Hall in the amount of $55,279 and execute the agreement. Approve a Resolution Amending the FY 2023 Budget, BAF # 23 -063-T. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $5,000. Authorize the City Manager to execute amendments and extensions to the agreement within approved contingency. (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Budget Resolution FY 2023- ADA Compliant.pdf<br>BAF 23-063-T-PW-City Hall HVAC (4-25-23) Agenda 23-227_.pdf<br>Construction Contingency Resolution.pdf<br>B-23-18-COC Construction Agreement - Partial.pdf<br>B-23-18-COC Bid Tab.pdf<br>ITB B-23-18-COC City Hall AC Units.pdf<br>Addendum #1.pdf<br>Addendum #2.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: March 31, 2023
Agenda Date: April 25, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Requested Action:
Request Council to award Bid # B 23-18-COC to the lowest responsive bidder Air Mechanical & Service Corp for the replacement of two 20-ton air condensing units at City Hall in the amount of $55,279 and execute the agreement. Approve a Resolution Amending the FY 2023 Budget, BAF # 23-063-T. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $5,000. Authorize the City Manager to execute amendments and extensions to the agreement within approved contingency.

## BACKGROUND:

Two of the 20-ton Air Condensing units on the roof of City Hall have reached the end of their useful life. Replacement units are necessary to maintain essential City functions that take place inside City

Hall.

Bid B-23-18-COC was broadcast on February 28, 2023 closing on Thursday March 30, 2023. Five responses were received with Air Mechanical & Service Corp as lowest and responsive bidder with a total of $55,279.

## STRATEGIC PLAN CONNECTION:

City Hall is essential to the citizens on a daily basis.

## BUDGETARY IMPACT:

Budgeted Yes (Partially)
If not budgeted, is amendment/transfer attached? Yes
BAF#23-063-T

Amount Requested ($5,000)
Account Number _001-3560-519.34-00
Account Name _Contract Services

Amount Requested $5,000
Account Number _001-3560-519.64-00 PW23HV
Account Name _Capital - Machinery & Equipment

Budgeted $56,000
Transfer $5,000

Total Budget $61,000 PW23HV

Amount Requested $61,000
Account Number _001-3560-519.64-00 PW23HV
Account Name _Capital - Machinery & Equipment

The Original PO will not include project contingency.

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Request Council to award Bid # B 23-18-COC to the lowest responsive bidder Air Mechanical & Service Corp for the replacement of two 20-ton air condensing units at City Hall in the amount of $55,279 and execute the agreement. Approve a Resolution Amending the FY 2023 Budget, BAF # 23-063-T. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $5,000. Authorize the City Manager to execute amendments and extensions to the

agreement within approved contingency.

# RESOLUTION NO. 2023-035

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 25th day of April, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# City of Cocoa Budget Adjustment Form FY 2023 - 23-063-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: PW 3560 | DATE PREPARED: 03/31/23

'FROM' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 5,000) | 001-3560-519.34-00 | | Contract Services | $ 0 | $ 0 | ($ 5,000) | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| ($ 5,000) | TOTAL | | | | | | |

'TO' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 5,000 | 001-3560-519.64-00 | PW23HV | Machinery & Equipment | $ 0 | $ 0 | $ 5,000 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 5,000 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

Moving $5,000 from account 001-3560-519.34-00 (Contract Services) to account 001-3560-519.64-00 Machinery & Equipment) to cover the cost of Replacement A/C units at City Hall. This will cover remaining costs not budgeted and a $5000.00 contingency. Previously, $15,000 was also added ot thuis project budget on BAF 23-045. Agenda 23-227

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 04/25/23 RESOLUTION #: 2023-035

*City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.*

| | | | | | |
|---|---|---|---|---|---|
| 3/31/23 | Shawn Weston Digitally signed by Shawn Weston Date: 2023.03.31 09:29:23 -04'00' | 4/11/23 | Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.11 11:28:40 -04'00' | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| | Bryant Smith Digitally signed by Bryant Smith Date: 2023.04.04 10:33:08 -04'00' | | Lora Howell Digitally signed by Lora Howell Date: 2023.04.11 11:32:11 -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 #: _____

**RESOLUTION NO. 2023-036**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE CONTRACT FOR THE CITY HALL 20-TON AIR CONDENSING UNITS IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $5,000 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

**WHEREAS,** in conjunction with this authorization, the City Council desires to streamline the approval of change orders to the extent necessary in order to expedite the construction of the project; and

**WHEREAS,** the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

**SECTION 1.**

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract, provided the total amount of approved change orders do not cause the construction budget to exceed the total $60,279.00 budgeted by the City Council for this project inclusive of the $5,000 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on April 25, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

**CONSTRUCTION AGREEMENT**
**B-23-18-COC**

**THIS AGREEMENT** is made this ____ day of _____, 20__ by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **AIR MECHANICAL & SERVICE CORP.**, a for profit corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the replacement of air conditioning condensing units at Cocoa City Hall located at 65 Stone Street, Cocoa, Florida, 32922 ("the Project").

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; ITB B-23-18-COC Documents issued by the City, dated February 28, 2023 attached as exhibit A; Contractor's Bid Submittal, dated March 30, 2023 attached as exhibit B; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement; These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

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

    a. Change Orders

    b. Agreement, Exhibits and Addenda

    c. Supplemental Terms and Conditions

    d. General Terms and Conditions

    e. Engineering Plans and Drawings

    f. ITB B-23-18-COC issued by the City of Cocoa dated February 28, 2023,

including any subsequently issued Addenda

g. Contractor's Bid Submittal

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

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

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

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract. Contract Time will begin on the date specified in the OWNER issued Notice to Proceed.

b. The Work shall be substantially completed within thirty (30) calendar days after the date when the Contract Time begins to run. The Work shall be finally completed, ready for Final Payment within ten (10) calendar days after the actual date of Substantial Completion.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

c. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

d. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$100.00** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$50.00** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **Fifty Five Thousand Two Hundred Seventy Eight Dollars and Ninety Six Cents ($55,278.96)**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents. This price shall be for the CONTRACTOR base bid and will not include alternate work as specified in the solicitation.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to

CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

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

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

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

b. CONTRACTOR is adjudicated bankrupt or makes any assignment for the benefit of creditors or CONTRACTOR becomes insolvent, or is unable or unwilling to pay its debts; or

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

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

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

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable

only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE -** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; 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.

11. **SEVERABILITY -** In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (X) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as

received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies the City of Cocoa Accounts Payable with an email address of accountspayable@cocoafl.org as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER. The OWNER further hereby identifies Gary Palmer, Facilities and Grounds Manager, Attn: gpalmer@cocoafl.gov as the agent that must approve payment requests prior to their submission to OWNER.

13. **FINAL PAYMENT; CHANGE ORDERS** - OWNER shall withhold up to 5% of the Contract Price throughout the project in accordance with the Local Government Prompt Payment Act ("Act"). The retainage amount withheld may be released with the Final Payment after the issuance of the Final Completion Certificate. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

By making payments OWNER does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents; or

c. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

Progress payments may be withheld if Work is found defective and not remedied; CONTRACTOR does not provide consent of surety with each progress application a subcontractor is damaged by an act for which CONTRACTOR is responsible; ; or in the opinion of the OWNER, CONTRACTOR'S work is not progressing satisfactorily. Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional payment, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The City, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work and an equitable deduction from the Contract Price will be made therefor by Change Order.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Gary Palmer, Facilities and Grounds Manager, Attn: gpalmer@cocoafl.gov or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

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

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

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and CONTRACTOR expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or

procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

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

a. **Responsibility for Supervision and Construction**. CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other

warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

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

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

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

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

19. **PROHIBITION AGAINST CONTINGENT FEES -** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE -** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party

act toward third persons or the public in any manner which would indicate any such relationship with the other party.

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

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

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineer, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

22. **SAFETY -** CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

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

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

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

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

24. ~~**BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.~~ **Not Used**

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

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

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

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

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

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

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

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

Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

27. **GOVERNING LAW & VENUE -** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. The Contractor's surety is bound by this provision.

28. **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. This provision does not apply to Contractor's surety.

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

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

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

pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, Carie Shealy, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.**

32. **SOVEREIGN IMMUNITY** - The OWNER 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 OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

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

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

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of

which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

36. **DRAFTING** - OWNER and CONTRACTOR 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.

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

For CONTRACTOR:

| | |
|---|---|
| Company Name: | Air Mechanical & Service Corp. |
| Attn: | Lance Gorney, Vice President |
| Address: | 325 Anchor Rd |
| | Casselberry, FL 32707 |
| Phone: | 407-699-0454 |
| Email: | Lance@Amsco-ac.com |

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

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

38. **CONFLICT OF INTEREST**.

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

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

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

39. **ADDITIONAL ASSURANCES**.

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

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

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

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

**CITY OF COCOA**

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

**AIR MECHANICAL & SERVICE CORP.**

By: _____
Lance Gorney, Vice President

Date: 4/5/2023

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 5th day of April, 2023, by Lance Gorney, the Vice President of Air Mechanical & Service who is personally known to me or who produced _____ as identification and who did take an oath.

Kimberley S. Wells
(Notary Public Signature)

Kimberley S. Wells
(Print Name)
Notary Public, State of Florida
Commission No.: GG 949759
My Commission Expires: 02/07/2024

Notary Public State of Florida
Kimberley S Wells
My Commission GG 949759
Expires 02/07/2024

**EXHIBIT A**

**ITB B-23-18-COC**

**PUBLISHED FEBRUARY 28, 2023**

**EXHIBIT B**

**AIR MECHANICAL & SEVICE CORP SUBMITTAL**

**DATED MARCH 30, 2023**

# CITY OF COCOA
## MASTER TABULATION SHEET

ITB B-23-18-COC

Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall

**Bid Tabulation: March 30, 2023**

| Rank | VENDOR | Base Bid | Alternate 1 | Alt. 3 |
|---|---|---|---|---|
| 1 | Air Mechanical & Service Corp. 325, Anchor Rd, Casselberry FL | $ 55,278.96 | No Bid | $ 6,500.00 |
| 5 | Air Serv of Southeast Orlando 10538 Sparrow Landing Way Orlando FL | $ 112,040.00 | No Bid | $ 9,000.00 |
| 4 | Cortez Heating & Air PO Box 78, Oneco FL 34264 | $ 66,118.00 | No Bid | $ 27,332.00 |
| 2 | Folsom Services Inc 25 E. 13th St. St Cloud FL 34769 | $ 56,858.98 | $ 28,487.38 | $ 4,641.20 |
| 3 | Precision Air Conditioning of Brevard 505 Canaveral Groves Blvd Cocoa FL | $ 62,415.00 | No Bid | $ 2,165.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-18-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/30/2023** |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

Issuance | Release Date: Tuesday, February 28, 2023
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

The City of Cocoa is accepting sealed bids from all licensed, qualified firms or individuals interested in providing the construction services as described in this Invitation to Bid (ITB).

**Summary of Project:**
The City of Cocoa is soliciting for a contractor to provide construction services to install two (2) new 20-ton TRANE (or equivalent) roof top air conditioning condensing units, and remove the old units at the Cocoa City Hall located at 65 Stone Street, Cocoa, Florida, 32922.

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

**There will be a MANDATORY Pre-Bid conference held for this project held on Tuesday, March 14, 2023 at 10:00am EST**. A representative of your firm must attend the meeting for your bid submittal to be considered responsive.

Questions regarding this solicitation must be received in writing at the address above no later than **Monday, March 20,, 2023 at 5:00pm EST**. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.gov and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

**All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.gov. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-18-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/30/2023** |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-18-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/30/2023 |

**TITLE:** Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall

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| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-18-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date:**<br>**03/30/2023** |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

# SECTION 1 INTRODUCTION

## 1.01 DESCRIPTION OF WORK

The Contractor will provide construction services to install two (2) new 20-ton TRANE roof top air conditioning condensing units, and remove the old units at the Cocoa City Hall located at 65 Stone Street, Cocoa, Florida, 32922. This is a turn-key project including startup. Warranty parts and labor for one year. Condensing Units will be connected to TRANE Air Handling Units.

1. Two (2) 20-ton TRANE Roof Top Condensing Units
    a. Refrigerant R410A
    b. 460 volt, 60 Hz, 3 phase
    c. Low ambient damper control
    d. Suction service valve
    e. Head pressure control
    f. Steel spring isolators
    g. Hail Guard
    h. Factory-coated condenser coil for corrosion protection
2. Related structural work as necessary
3. Permit
4. Remove and carry away old condenser units

All contractors shall examine job site prior to submission of a bid to observe all visible existing conditions. submission of bid will be taken to confirm familiarity with conditions of the work so the bid price includes all work necessary to provide a completed, ready to occupy, fully finished project. The contractor shall deliver a work schedule immediately after receiving a notice of award showing all tasks and completion dates. This work schedule shall include the anticipated lead times on all equipment. The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. **All work is required to be performed on a weekend days only**.

## 1.02 MINIMUM QUALIFICATIONS

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

1. Please prepare a cover letter for your response to this invitation with a description of your business, the types of services your company provides, and include the primary contact's name, telephone and email address.
2. Previous Experience and References: Must be licensed in the state of Florida with an appropriate license for this work with a minimum of three (3) years of experience in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses, and telephone numbers of owners by completing **the Reference Form, Attachment "L" included herein**.

3. Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".

4. Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein. Qualified Contractor should have a relevant license to install the new Condensing Units and related work as described. Contractor should be familiar with all codes, certifications, qualifications, and permit requirements for this work.

5. Note if you are not a single prime contractor, you will be required to list, using attachment "K" all subcontractors to be used for this project and their professional licenses.

6. Provide a completed W9 according to section 4.02 of this request.

7. Complete in full all required attachments associated with this request.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

**1.03 PROJECT COMPLETION TIME**

The successful bidder shall commence work within Ten (10) days after having been issued a notice to proceed which may be in the form of a purchase order issued by the City Work is to be substantially complete within thirty (30) days of notice to proceed (NTP). NTP will be issued based on manufacturer lead times. Final completion will be within Ten (10) days of substantial completion..

**1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)**

| Tentative Schedule (all Local Times) | |
|---|---|
| **Task** | **Date** |
| **ITB Released** | **Tuesday, 02/28/2023 at 8:00am EST** |
| **Mandatory Pre-Bid Conference** | **Tuesday, 03/14/2023 at 10:00am EST** |
| **Deadline for Questions** | **Monday, 03/20/2023 at 5:00pm EST** |
| **Bid Due Date and Time** | **Thursday, 03/30/2023 at 3:00pm EST** |
| **Anticipated Notice of Intent to Award** | **April 2023** |
| **City Council Approval of Contract** | **April 2023** |

# Section 2 INSTRUCTIONS TO BIDDERS

## 2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

## 2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

## 2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda

as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

## 2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

## 2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

## 2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

## 2.07 MANDATORY PRE-BID MEETING

**There will be a MANDATORY Pre-Bid conference held for this project on March 14, 2023 at 10:00am EST at Cocoa City Hall's 3rd Floor Conference Room**. Any changes or updates to this meeting including additional instructions will be posted to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com**.**

**IMPORTANT NOTE**: It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

## 2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

## 2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.gov

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

## 2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

## 2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Such other information as may be relevant or secured.

## 2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

## 2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

## 2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

## 2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

## 2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

## 2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

## 2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

## 2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

## 2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

## 2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

## 2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to 5:00 P.M., Local Time via phone at (321) 433-8833.

## 2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

## 2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the

Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

### 2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

## SECTION 3 SPECIAL CONDITIONS

### 3.01 BID SECURITY BOND –Not Used

~~The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**~~

~~A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.~~

~~1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.~~
~~2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.~~
~~3. The terms of the ITB Security Bond shall be:~~
~~a. The Bidder shall enter into an Agreement if awarded to the Bidder;~~
~~b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive,~~

~~responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;~~

~~c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and~~

~~d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest-bearing account, shall be retained by the City.~~

~~B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.~~

## 3.02 PERFORMANCE AND PAYMENT BONDS –Not Used

~~Upon award of this project, the successful Bidder shall furnish Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total contract amount awarded under this solicitation. Receipt of said Performance and Payment Bonds shall occur no later than fifteen (15) calendar days after receipt of notification of Award. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.~~

~~A. The Performance and Payment Bond shall be made payable to the City of Cocoa, issued by a reputable Surety firm licensed to do business in the State of Florida (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and the payment bond is increased so that each reflects the total Contract price as increased.~~

~~1. The Surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com~~

~~2. The terms of the Payment and Performance Bond shall guarantee that:~~

~~a. The successful Bidder shall assure faithful performance of this project;~~

~~b. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;~~

~~c. Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu~~

~~of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.~~

~~B. If the bond is based on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.~~

~~C. Return of Payment and Performance Bond. It shall be the sole responsibility of the successful Bidder to request in writing from the CITY the return of the Payment and Performance Bond. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds shall not be returned unless requested by the successful Bidder in writing.~~

## 3.03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is understood and agreed that time is the essence of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the time stated in the Agreement will result in certain loss and damage to the CITY.

It is therefore covenanted and agreed that, if the Contractor shall fail or neglect to complete his Work on or before the date fixed for completion by these Documents, then said Contractor agrees to pay to the CITY, as Liquidated Damages, the amounts specified herein are consistent with the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (FDOT Specifications), Section 8-10, as amended that the City shall act as the Department.

Upon failure of Contractor to obtain Substantial Completion within the deadline as established in the contract, plus approved time extensions, Contractor shall pay to City the sum of One Hundred ($100.00) for each building for each calendar day after the deadline for Substantial Completion, plus any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline as established in the contract, plus approved time extensions thereof, Contractor shall pay to City the sum equal to fifty percent (50%) of applicable amount for each calendar day after the deadline for Final Completion, plus any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use/occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties; recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay; And both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. The above-stated liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

The full amount of such damages shall be deducted from payments due the Contractor or obtained by other legitimate means of recovery if earned payments withheld are inadequate to cover such damages.

Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount Daily Charge Per Calendar Day
$50,000 and under .....$956
Over $50,000 but less than $250,000.....$964
$250,000 but less than $500,000.....$1,241
$500,000 but less than $2,500,000.....$1,665
$2,500,000 but less than $5,000,000.....$2,712
$5,000,000 but less than $10,000,000.....$3,447
$10,000,000 but less than $15,000,000.....$4,866
$15,000,000 but less than $20,000,000.....$5,818

The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor. The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.

The City considers the Contract complete when the Contractor has completed all work and the City has accepted the work. The City will then release the Contractor from further obligation except as set forth in his bond.

# SECTION 4 GENERAL TERMS AND CONDITIONS

## 4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

**4.02 DAMAGES**

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

**4.03 NOTICE TO PROCEED**

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

**4.04 SUPERVISION**

The City shall not exercise any supervision or control over the Bidder’s employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

**4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY**

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City’s sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

## 4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

## 4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

## 4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

## 4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

## 4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized

representative.

## 4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

## 4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

## 4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

## 4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

**4.15 PUBLIC RECORDS COMPLIANCE**

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484, cshealy@cocoafl.gov, 65 STONE STREET, COCOA, FLORIDA 32922.**

## 4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

## 4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

## 4.18 PURCHASING CARD PROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

## 4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

## 4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

## 4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

## 4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

## 4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, u n l e s s otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

## 4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated

quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

## 4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

## 4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

## 4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued

addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

## 4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

## 4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

## 4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

## 4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

## 4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

## 4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages

participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

## 4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

## 4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

## 4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

## 4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

## 4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

## 4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

## 4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.

C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

## 4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

## 4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

## 4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

## 4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

## 4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

## 4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.gov for results.

## 4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

## 4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

## 4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

## 4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

## 4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion

statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

## 4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

## 4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

## 4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

## 4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

## 4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the

Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

## 4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

## 4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

## 4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.

B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.

**C.** All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

## 4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

## 4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

## 4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

## 4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

## 4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

**4.65 ASSIGNMENT**

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

**4.66 TERMINATION**

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision

shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

## 4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

## 4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

## 4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

## 4.70 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an

opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-18-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/30/2023** |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

## RESPONSE COVER PAGE

| | |
|---|---|
| **COMPANY NAME** | |
| **ADDRESS** | |
| **PRIMARY CONTACT** | |
| **TELEPHONE #** | |
| **EMAIL ADDRESS** | |

SUBMITTAL CHECKLIST

| [X] | SUBMITTAL REQUIREMENT / DOCUMENT |
|---|---|
| | Original Submittal Package bound with binder clip |
| | Attended Pre-Bid |
| | Cover Letter (if applicable) |
| | Attachment "A" Submittal Acknowledgement |
| | Attachment "B" Addendum Acknowledgement |
| | Attachment "C" Insurance Requirements |
| | ~~Attachment "D" Bid Security Bond (if required)~~ |
| | Attachment "E" Bid Price Schedule |
| | Attachment "F" Trench Safety (if required) |
| | Attachment "G" Certificate of Non-Segregated Facilities |
| | Attachment "H" Drug-Free Workplace |
| | Attachment "I" Conflict of Interest and Non-Collusion |
| | Attachment "J" Organizational Info |
| | Attachment "K" Subcontractor Participation |
| | Attachment "L" References |
| | Attachment "M" Truth-in-Negotiations |
| | Attachment "N" Solicitation Label affixed to envelope |
| | Attachment "O" Scrutinized Companies |
| | Attachment "P" E-Verify Affidavit (including screenshot from website showing active account) |
| | Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees |
| | Proof of Florida Registration |
| | Professional License(s) |
| | W9 |
| | Proof of Insurance |
| | USB drive with electronic copy of submittal |

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-18-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date:**<br>**03/30/2023** |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

**Attachment "A"**

**Submittal Acknowledgement**

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION.

_____ _____
Signature Date

Name: _____

Title: _____

Company Name: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-18-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/30/2023 |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

**Attachment "B"**
**Addendum Receipt Acknowledgement Certification**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

**Attachment "C"**
**Insurance Requirements**

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

| | |
|---|---|
| Automobile combined single limit or | $1,000,000.00 |
| a) Automobile Bodily Injury and | $ 500,000.00 |
| b) Automobile Property Damage | $ 500,000.00 |
| Umbrella / Excess Liability | |
| a) Liability each occurrence | $1,000,000.00 |
| b) Aggregate combined limit (policy year) | $2,000,000.00 |
| Commercial General Liability | |
| a) Each Occurrence | $1,000,000.00 |
| b) Medical Expense (Any one Person) | $ 5,000.00 |
| c) Personal & Adv. Injury | $1,000,000.00 |
| d) General Aggregate | $2,000,000.00 |
| e) Products – Comp/OP AGG | $2,000,000.00 |
| Worker's Compensation | $1,000,000.00 |

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as_____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

***The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.***

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

**Attachment "D" Not Used**

**Bid Security Bond**

~~BOND NO:~~ _____

**~~(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)~~**

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-18-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/30/2023 |

**TITLE:** Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall

~~STATE OF _____~~

~~COUNTY OF _____~~

~~BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ _____ OF _____ _____ _____;~~

~~A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").~~

~~SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.~~

~~NOTARY PUBLIC _____~~

~~STATE OF _____~~

~~MY COMMISSION EXPIRES: _____~~

~~Surety Name: _____ (Affix Surety's Corporate Seal Above)~~

| ~~Attorney in Fact for Signature~~ | ~~Printed Name of Attorney in Fact~~ | ~~Florida Licensed Agent Signature~~ | ~~Printed Name of Licensed Agent~~ | ~~License Surety Number~~ |
|---|---|---|---|---|
| | | | | |

~~Surety Mailing Address: _____~~ ~~Agent Mailing Address: _____~~

~~Telephone Number: _____~~ ~~Telephone Number: _____~~

~~Fax Number: _____~~ ~~Fax Number: _____~~

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

**Attachment "E"**
**Bid Price Schedule and Acceptance of Terms and Conditions**

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT consisting of two separate project sums. Award of this contract will be based on the Total Lump Sum Price of the Base Bid Items.** The Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Subtotal and Total Lump Sum Bid Prices on the lines provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

| Line Item | Item Description | Quantity | Unit of Issue | Unit Price | Extended Price | Manufacturer |
|---|---|---|---|---|---|---|
| 1 | 20 Ton TRANE RTU Condensing Unit | 2 | EA | | | TRANE |
| 2 | Removal, Installation and other related Services | 1 | SUM | | | |
| | No proprietary hardware or software will be accepted. | | **Total Bid Price** | | | |

**ALTERNATE**: 2

| | | | | | | |
|---|---|---|---|---|---|---|
| 3 | ALTERNATE Line Item #1 - 20 Ton RTU Condensing Units / Approved Equal to TRANE | 2 | EA | | | |

**(Attachment "E" continued)**

Bidder/Contractor Name:_____

Mailing Address: _____

Telephone Number: _____ E-mail Address:_____ _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

STATE OF _____COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by

_____as_____of_____
____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

## Attachment "F" (if required)
## Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

| | Trench Safety Measure (Description) | Units of Measure | Quantity | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-18-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/30/2023 |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

**Attachment "G"**
**Certificate of Non-Segregated Facilities**

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

## Attachment "H"
## Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-18-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date:**<br>**03/30/2023** |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**Attachment "I"**
**Conflict of Interest and Non-Collusion Statement**

A. This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

**Attachment "J"**

**Organizational Information**

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

| **TYPE OF ORGANIZATION** | | | | | |
|---|---|---|---|---|---|
| (Please place a check mark (✓) next to applicable type) | | | | | |
| | Corporation | | Partnership | | Non-Profit |
| | Joint Venture | | Sole Proprietorship | | Other (Please specify) |
| | | | | | |
| State of Incorporation | | | | | |
| Principal Place of Business (Enter Address) | | | | | |
| | | | | | |
| Federal I.D Number | | | | | |

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-18-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/30/2023** |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

**Attachment "K"**
**Proposed Schedule of Subcontractor Participation**

| ☐ **No Subcontracting (of any kind) will be utilized on this project.** | | **Total Project Amount: $** | |
|---|---|---|---|
| Subcontractor Minority Code (if applicable) | Company Name Address Phone, Fax, Email | Trade, Services or Materials portion to be subcontracted | Percent (%) of Scope/Contract |
| Federal ID | | | Dollar Value |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION** | | | |
| **PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION** | | | |

| Minority Code | Code Description | Minority Code | Code Description |
|---|---|---|---|
| AA | African American | NA | Native American |
| A | Asian/Pacific Islander | W | Woman |
| H | Hispanic | SDVBE | Service Disabled Veteran |

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-18-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/30/2023** |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

## Attachment "L"

## References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

| **Project #1:** | | | | |
|---|---|---|---|---|
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |
| **Project #2:** | | | | |
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |
| **Project #3:** | | | | |
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |

| Project #4: | | | | |
|---|---|---|---|---|
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |
| **Project #5:** | | | | |
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-18-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/30/2023 |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

**Attachment "M"**

**Truth-in-Negotiations Certification**

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-18-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/30/2023** |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

**Attachment "N"**

**Solicitation Response Identification Label**

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.**

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-23-18-COC**

TITLE: **Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall**

SOLICITATION DUE DATE: 03/30/23 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-18-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/30/2023 |
| **TITLE:** | Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall | |

**Attachment "O"**

**Contractor Certification Regarding Scrutinized Companies**

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____Authorized

Signatory Printed Name

_____ _____

Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

# Attachment "P"

## E-Verify Contractor Affidavit

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

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

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

**PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE**
**PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

# Attachment "Q"

**Federally Required Contract Clauses**
**for FEMA Grantees and Subgrantees**

**1.** ***Equal Employment Opportunity***

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or

in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**2. *Compliance with the Davis-Bacon Act***

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

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

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

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

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

**6. Clean Air Act**

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

**7. Federal Water Pollution Control Act**

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

**8. Suspension and Debarment**

*a.* This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
*b.* The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
*c.* This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
*d.* The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to

pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

**10. PROCUREMENT OF RECOVERED MATERIALS**

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

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

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.
   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
   ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
      1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of

any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook

to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**12.** DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**13.** Access to Records

The following access to records requirements apply to this contract:

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

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

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

**14.** *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

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

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

**16.** *No Obligation by Federal Government*

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

**17.** *Program Fraud and False or Fraudulent Statements or Related Acts*
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

**18.** *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**19.** ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

**Purchasing**
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: PURCHASING@COCOAFL.ORG

March 21, 2023

**Addendum 1**
To the Contract Documents and Specifications:
ITB # B-23-18-COC
Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions:

1. Does the current insulation of the return line need replacement? For the two condensing units being replaced, the scope of work will include the insulation to be removed, replaced and ultra violet protected all the way back to the chase. The cost for this work should be included under your base bid price for item 2 Removal, Installation and other related Services.
2. Does the City want the insulation related to the remaining 4 condensing units replaced? There are 6 condensing units at this facility of which 2 are being replaced under this project. The insulation costs of the two units being replaced will be included in the base bid price. The City would like to include the insulation replacement for the additional 4 condensing units as an alternate. This service will be to reinsulate and ultra violet protected all the way back to the chase. The bid price schedule in Attachment E has been updated as part of this addendum.
3. Are the condenser units to be replaced currently functioning? Yes

B. This addendum includes revisions to Attachment E – Bid Price Schedule based on prospective bidder feedback from the site walk through on March 14, 2023. Alternate 3 has been added for replacement of insulation of the four (4) additional condensing units . All bidders are instructed to compete their price proposals using this revised form.

C. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa

**Purchasing**
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: PURCHASING@COCOAFL.ORG

March 27, 2023

**Addendum 1**
To the Contract Documents and Specifications:
ITB # B-23-18-COC
Replacement of 20-Ton Roof Top AC Condensing Units at Cocoa City Hall

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions:

1. Is the required building permit cost carried by the City or do we include the cost in our proposal? Yes the City will waive the permit fees
2. The Steel Spring Isolators are wind rated, correct? Yes
3. The specified low ambient damper control is referring to a low ambient kit, correct? Yes
4. Can the existing refrigerant be reused in the new condensers? Yes

B. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-235 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Consent Agenda |
| **File created:** | 4/5/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Accept the Award of the Firehouse Subs Grant, a Private Foundation Grant, in the amount of $17,020.72. Firehouse subs will be purchasing four police E-bikes for the City of Cocoa Police Department, however, for accounting purposes, approve a Resolution Amending the FY2023 Budget, BAF#23-065-A. (Chief of Police) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Internal Application Firehouse Subs ebike grant.pdf<br>Recon Power Bikes Quote 4446 Quote Cocoa Police Department.pdf<br>Budget Resolution FY 2023- ADA Compliant.pdf<br>BAF 23-065-A-PD-Ebike Donation-Firehouse Subs (4-25-23) Agenda23-235.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 5, 2023
Agenda Date: April 25, 2023
Prepared By: Susan L. Lambert, CAP, OM
Through: Evander Collier, IV, Chief of Police
Requested Action:
Accept the Award of the Firehouse Subs Grant, a Private Foundation Grant, in the amount of $17,020.72. Firehouse subs will be purchasing four police E-bikes for the City of Cocoa Police Department, however, for accounting purposes, approve a Resolution Amending the FY2023 Budget, BAF#23-065-A.

## BACKGROUND:

Firehouse Subs grant program provides emergency service agencies with funding for public safety equipment. The Police Department applied, and was approved by Firehouse Subs Foundation, for the purchase of four police E-bikes in the amount of $17,020.72 to go into locations that police cruisers are not able to go.

We will request that Firehouse Subs make the purchase on behalf of the City of Cocoa and provide the equipment to the Police Department. The attached budget amendment is for accounting for the grant.

## STRATEGIC PLAN CONNECTION:

Public Safety.

## BUDGETARY IMPACT:

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

| | |
|---|---|
| Amount Requested | $17,021 |
| Account Number | _001-0000-366.10-16 GR23FS |
| Account Name | _Donations-Private Sources/Firehouse Subs-E-Bikes |

| | |
|---|---|
| Amount Requested | $17,021 |
| Account Number | _001-2100-521.52-36 GR23FS |
| Account Name | _Operating Supplies/Firehouse Subs - E-Bikes |

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
_X___ Grant Source:_Firehouse Subs Foundation Grant
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

## PREVIOUS ACTION:

Council approved the Department to apply for the grant under agenda item 22-546.

## RECOMMENDED MOTION:

Accept the Award of the Firehouse Subs Grant, a Private Foundation Grant, in the amount of $17,020.72. Firehouse subs will be purchasing four police E-bikes for the City of Cocoa Police Department, however, for accounting purposes, approve a Resolution Amending the FY2023 Budget, BAF#23-065-A.

# INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

| | |
|---|---|
| **DEPARTMENT:** Police | **DIVISION:** 2100 |
| **POINT OF CONTACT:** Susan L. Lambert | **PROJECT MANAGER:** Patrick Dovale |
| **NAME OF GRANT:** Firehouse Subs Foundation Grant E-bikes | |
| **Assistance Listing#/CFSA#:** N/A | **FUNDING AGENCY:** Firehouse Subs |
| **AMOUNT REQUESTED: $** 17,020.72 | **GRANT DUE DATE:** 10/06/2022 |
| **PROJECT DESCRIPTION:** Purchase of 4 ebikes to aid police officers in assisting the community in areas in which police cruisers cannot reach. | |
| **MATCH REQUIRED:** No<br>**(IF YES, HOW MUCH :) $** | **TARGET DATE TO COUNCIL:** 09/27/2022 |
| **REIMBURSEMENT GRANT:** No | **REIMBURSEMENT SCHEDULE:** N/A |
| **WHAT ARE THE REPORTING REQUIREMENTS?** N/A | |
| **FUTURE REQUIREMENTS TO CONSIDER:** Must sign a video release and a hold harmless. Must release financial documenation as required by the grant application:<br>o A recent - within one month - Balance Sheet which consists of Assets and Liabilities<br>o A recent - within one month - Profit & Loss Statement also called an Income Statement<br>o A current year annual budget showing projected income and expenses<br>o A previous year audit or 990 | |

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

RECON
POWER BIKES

# QUOTATION

Quote Number: 4446
Quote Date: Apr 4, 2023
Page: 1




**Quoted To:**

Cocoa Police Department
1226 W King Street
Cocoa, FL 32922

Attn: Susan Lambert slambert@cocoapolice.com

**Quoted by: Rob Cornelius / DTM robcornelius.dtmrep@gmail.com**

| Customer ID | Good Thru | Payment Terms |
|---|---|---|
| COCO001 | 5/4/23 | Net 30 Days |

| Quantity | Item | Description | Unit Price | Amount |
|---|---|---|---|---|
| 4.00 | BR-INTBLK1 | Item: Interceptor Power Bike-Black / 1,000W Mid-Driven Motor, Law Enforcement Model/ 17", Includes Sound Off Wire Harness and Bracket | 4,186.18 | 16,744.72 |
| 4.00 | AR-POLBAG | Item: Police Bag | 69.00 | 276.00 |

**FOB: Fort Wayne, Indiana**

Unless otherwise stated, freight charges are not included. If you'd like to place an order, please contact Becca Warren at admin@reconpowerbikes.com

| | |
|---|---|
| Subtotal | 17,020.72 |
| Sales Tax | |
| **TOTAL** | **17,020.72** |

# RESOLUTION NO. 2023-038

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, at the Regular Meeting assembled on the 25th day of April, 2023

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# City of Cocoa Budget Adjustment Form FY 2023 - 23-065-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 04/11/23

'REVENUE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 17,021 | 001-0000-366.10-16 | GR23FS | Donations Private Sources/Firehouse Subs | $ 0 | $ 0 | $ 17,021 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 17,021 | TOTAL | | | | | | |

'EXPENSE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 17,021 | 001-2100-521.52-36 | GR23FS | Operating Supplies/Firehouse Subs-E-Bikes | $ 0 | $ 0 | $ 17,021 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 17,021 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is being completed to accept and record the revenue/expense, for the donated E-Bikes from the Firehouse Subs grant. Agenda 23-235.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/25/23 *RESOLUTION #:* 2023-038

***City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.***

| | | | | | |
|---|---|---|---|---|---|
| Susan Lambert Digitally signed by Susan Lambert Date: 2023.04.11 13:04:55 -04'00' | 4/12/23 | Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.12 11:50:43 -04'00' | | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| Evander Collier Digitally signed by Evander Collier Date: 2023.04.11 15:07:33 -04'00' | | Lora Howell Digitally signed by Lora Howell Date: 2023.04.17 10:35:28 -04'00' | | | |
| Date | Department Director's Signature | Date | Deputy Fin. Director's Signature | Date | City Manager's Signature |

***FINANCE USE ONLY:***

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

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-239 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Consent Agenda |
| **File created:** | 4/11/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Approve a Resolution Amending the FY23 Budget, BAF 23-066-T1 and T2, to transfer funds from Operational accounts to Capital funds for the Design and Fabrication of a SWAT van in the amount of $62,976, Approve a Resolution to Waive Competitive Bidding, and to approve the Service Agreement with Pride Enterprises. (Chief of Police) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Cocoa SWAT Van ICN#11324 turn-key.pdf<br>Resolution to Waive Competitive Bid.pdf<br>Budget Resolution FY 2023- ADA Compliant.pdf<br>BAF 23-066-T1-PD-Design and Fabricate SWAT Van (4-25-23) Agenda 23-239.pdf<br>BAF 23-066-T2-PD-Design and Fabricate SWAT Van (4-25-23) Agenda 23-239.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2023
Agenda Date: April 25, 2023
Prepared By: Susan L. Lambert, CAP, OM
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF 23-066-T1 and T2, to transfer funds from Operational accounts to Capital funds for the Design and Fabrication of a SWAT van in the amount of $62,976, Approve a Resolution to Waive Competitive Bidding, and to approve the Service Agreement with Pride Enterprises.

## BACKGROUND:

The City of Cocoa Police Department acquired a 2012 Freightline MT45 from Canaveral Port Authority to use as a SWAT van on June 7, 2022 under agenda item 22-285. However, due to its limitations, we have not been able to convert it for use.

We are requesting to transfer funds from several operational accounts to our capital account in order to have Pride Enterprises renovate the 2012 Freightline MT45 into a SWAT van in the amount of $62,976. This vehicle will replace the existing 1990 van which has long surpassed its useful life. The work includes adding a generator, rear bumper, air conditioning, auxiliary batteries, workstation, benches, storage cabinets, new rear doors, interior lighting and painting of the body and wheels.

Pride Enterprises is a Florida state public entity incorporated under the Office of Program Policy Analysis and Government Accountability (OPPAGA). Prison Rehabilitative Industries and Diversified Enterprises, Inc., doing business as PRIDE Enterprises, is an inmate training company operating 37 work training programs located in 17 state correctional facilities in Florida. In addition to vocational work programs that teach job skills and successful job behaviors to inmate workers, PRIDE provides post-release transition services including job referrals and other basic support services that prepare and assist ex-offenders in their successful reintegration into society. PRIDE operates as a not-for-profit corporation, with board oversight, to fulfill four missions defined by Florida statues.

## STRATEGIC PLAN CONNECTION:

Operational.

## BUDGETARY IMPACT:

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

| | |
|---|---|
| Amount Requested | $62,976 |
| Account Number | _001-2100-521.64-00 |
| Account Name | _Law Enforcement/Machinery & Equipment (CA2301) |

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
__X__ Transfer Acct #:_See various operational accounts on BAF)

## PREVIOUS ACTION:

Council approved obtaining the 2012 Freightline MT45 under agenda item 22-285.

## RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF 23-066-T1 and T2, to transfer funds from Operational accounts to Capital funds for the Design and Fabrication of a SWAT van in the amount of $62,976, Approve a Resolution to Waive Competitive Bidding, and to approve the Service Agreement with Pride Enterprises.

**PRIDE ENTERPRISES HEAVY VEHICLE RENOVATION**
**3950 TIGER BAY ROAD**
**DAYTONA BEACH, FLORIDA 32124**
**813.890.6577**
**mbishop@pride-enterprises.org**

**CONTRACT FOR GOODS AND SERVICES**
**INTERNAL CONTRACT NO. 11324**
**Fabricate SWAT Van**

| | | | |
|---|---|---|---|
| Customer: | **City of Cocoa** | Agent: | Tony Jones, Fleet Mgr. |
| Address: | 301 Shearer Blvd. | Phone: | 321.433.8766 |
| | Cocoa, FL 32922 | Email: | tjones@cocoafl.org |

## GENERAL PROVISIONS

This contract constitutes the entirety of the work to be completed and supersedes all previously issued contracts, revisions, addendums, and verbal agreements. Goods and services not listed in this contract will not be provided unless and until agreed upon in writing by the parties in an addendum contract.
Due to current volatile prices on parts, materials, equipment, and vehicles, this contract is only valid for **ten (10) days** from the date of execution indicated by the signature date of the PRIDE HVR Manager below.
PRIDE HVR makes no guarantees, expressed or implied, as to the completion and delivery dates of contracted projects. As such, completion and delivery dates are estimates only and subject to change. Completion and delivery dates are dependent upon vendor availability and production scheduling of new vehicles, equipment, parts, and other required materials, institutional and other matters beyond PRIDE HVR's control, and unexpected complications in the fabrication, renovation, or customization process. New buses, box trucks, and other heavy vehicles have extensive manufacturer lead times – typically 12 to 16 weeks before delivery to PRIDE HVR for customization – and are not ordered until a signed contract and deposit are obtained from our customer. Emergency vehicle projects take precedence in scheduling which may also affect the completion and delivery dates of commercial projects.

Estimated Date of New Vehicle Delivery to PRIDE HVR from Manufacturer: **N/A**
Estimated Date of Project Completion: **8-12 Weeks**

Pursuant to Florida State Statute 287.042, state government agencies are exempt from the competitive sealed bid requirements when doing business with PRIDE HVR.

## SCOPE

Customer will deliver one (1) 18' Utilimaster MT4 Freightliner chassis to the PRIDE HVR facility in Daytona Beach, Florida for fabrication. PRIDE HVR will provide the goods and/or services specified below.

## SPECIFICATIONS

### 1.0 EXTERIOR

**1.1** Rear Bumper
- 1.1.1 Design, fabricate and install one (1) rear 2 step bumper: one step indented into the bumper itself, the second step added below.

**1.2** Air Conditioning Units
- 1.2.1 Install two (2) 15K A/C's with HEAT PUMP in roof and digital thermostat in the interior.

**1.3** Generator
- 1.3.1 Design, fabricate one (1) locking, insulated and vented generator compartment in front of rear wheel well on passenger side to accommodate one (1) 7kW gas generator.

1.3.2 Design, fabricate and install one (1) locking, insulated and vented storage compartment in front of generator compartment to accommodate house two (2) house batteries on passenger side.

## 2.0 INTERIOR

**2.1** Design, fabricate and install one (1) partition wall with 30" pocket door to replace existing expanded metal wall.
- 2.1.1 Partition wall to be covered in SHAW Marcasite (**BLACK**) carpeting.
- 2.1.2 30" Pocket door to be covered in **BLACK** WilsonArt Laminate.

**2.2** Frame and sheet cargo space ceiling and walls in ½" plywood.
- 2.2.1 Walls and ceiling to be covered in SHAW Marcasite (**BLACK**) carpeting.

**2.3** Design, fabricate and install one (1) drawered workstation on driver's side behind driver's seat. (See attached drawing)
- 2.3.1 Design, fabricate and install one (1) white board above workstation.
- 2.3.2 Install one (1) courtesy outlet and one (1) USB-C charger port in wall above worksurface.
- 2.3.3 Design, fabricate and install one (1) overhead cabinet with positive latching doors and mounted task light underneath. (Laminate colors to be determined by Customer at PMR)
- 2.3.4 Install one (1) rolling task chair w/tie-down.

**2.4** Design, fabricate and install one (1) Floor-to-Ceiling cabinet on passenger's side with doors and adjustable shelves. (See attached drawing) (Laminate colors to be determined by Customer at PMR)

**2.5** Design, fabricate and install two (2) Bench seats (approximately 14' long x 2' wide) to run the length of the remaining wall, driver, and passenger sides, with storage compartments below and sloped back rest. (See attached drawing)
- 2.5.1 Bench seats and backrest pads will be fabricated with 2" Foam covered in **BLACK** nylon ballistic material.
- 2.5.2 Access to storage will be under each seat cushion and supported by Gas Shocks.
- 2.5.3 Base of bench seat to be covered in SHAW Marcasite (**BLACK**) carpeting.
- 2.5.4 Seat and back to be covered in **BLACK** WilsonArt Laminate.
- 2.5.5 Install four (4) courtesy outlets with USB-C charger ports in wall, above bench, behind each seat on both driver's side and passenger side.
- 2.5.6 Install multi-color LED light strips set to inset into upper section of 'toe-kick.'

**2.6** Rear Doors
- 2.6.1 Design, fabricate and install two (2) grab handles, one for each side of rear doors to improve egress and ingress safety.

**2.7** Lighting
- 2.7.1 Install WHELEN 8" ROUND LIGHTS Color Changeable (White/Red) in ceiling to provide adequate light for vehicle's intended use.

## 3.0 POWER SYSTEMS

**3.1** Generator Power – Install one (1) 7kW Onan Quiet Series gasoline generator on the passenger side of the vehicle, in front of rear wheel well. Generator will provide 120VAC power to the vehicle's electrical systems and will utilize the existing fuel supply with a reserve for vehicle use. Installation will include a remote start/stop switch panel. Generator compartment will be lined with insulation to minimize thermal and audible intrusion into the personnel area and vented to provide max air flow for the generator.

**3.2** Shore Power – Install one (1) shore power inlet on the driver side of the vehicle. Installation will include one (1) 50' shore power cord.

**3.3** Purchase and install one (1) automatic power transfer switch.

**3.4** Batteries – Install house batteries (as needed) that will operate separately from the vehicle's battery system. Installation will include an automatic charging relay that routes charging power to the batteries that the charging relay senses are low.

**3.5** Power Distribution – Install one (1) 120VAC circuit breaker system and one (1) 12VDC fuse system.

**3.6** Converter/Charger – Install one (1) converter/charger to provide 12VDC power to the vehicle and charge house batteries while utilizing the generator or shore power.

## 4.0 PAINT AND BODY

**4.1** Removable Items - Brackets, compartment doors, door hinges, emergency equipment, and trim items will be removed to ensure paint behind all mounted items.

**4.2** Chemical Cleaning and Treatment - all surfaces to be painted will be cleaned to remove dirt, oil, grease, and oxides to ensure the subsequent coatings bond properly.

**4.3** Manual Surface Preparation - All surfaces to be painted will be thoroughly sanded and prepped to ensure proper coating adhesion. Minor surface imperfections will be removed or filled, then sanded smooth.

4.3.1 Major rust and/or impact damage discovered will be documented in an addendum contract and provided to the customer for consideration and approval prior to repair.

**4.4** Paint – PPG Single Stage will be applied to ensure a durable low maintenance and long-lasting finish.

4.4.1 The body and wheels will be painted **WHITE**.

**4.5** Graphics – Exterior custom body graphics are available but not included in this contract.

## 5.0 GRAPHICS

**5.1** Custom graphics packages and full vehicle wraps are available, but not included in this contract. Customer to provide all artwork and design proofs prior to quote. If requested, this service will be outlined in an addendum.

## 6.0 SUPPORT, INSPECTIONS, WARRANTY, MISC.

**6.1** Initial Inspection - A comprehensive inspection will be completed upon receipt of the vehicle. Irregularities and concerns will be documented and communicated to customer.

**6.2** Project Management Reviews "PMR" - A pre-construction meeting shall be conducted telephonically or at the PRIDE HVR facility in Daytona Beach, Florida. Additional PMRs will be scheduled as needed.

**6.3** Quality Assurance Inspection - A final inspection shall be completed prior to delivery of the finished product.

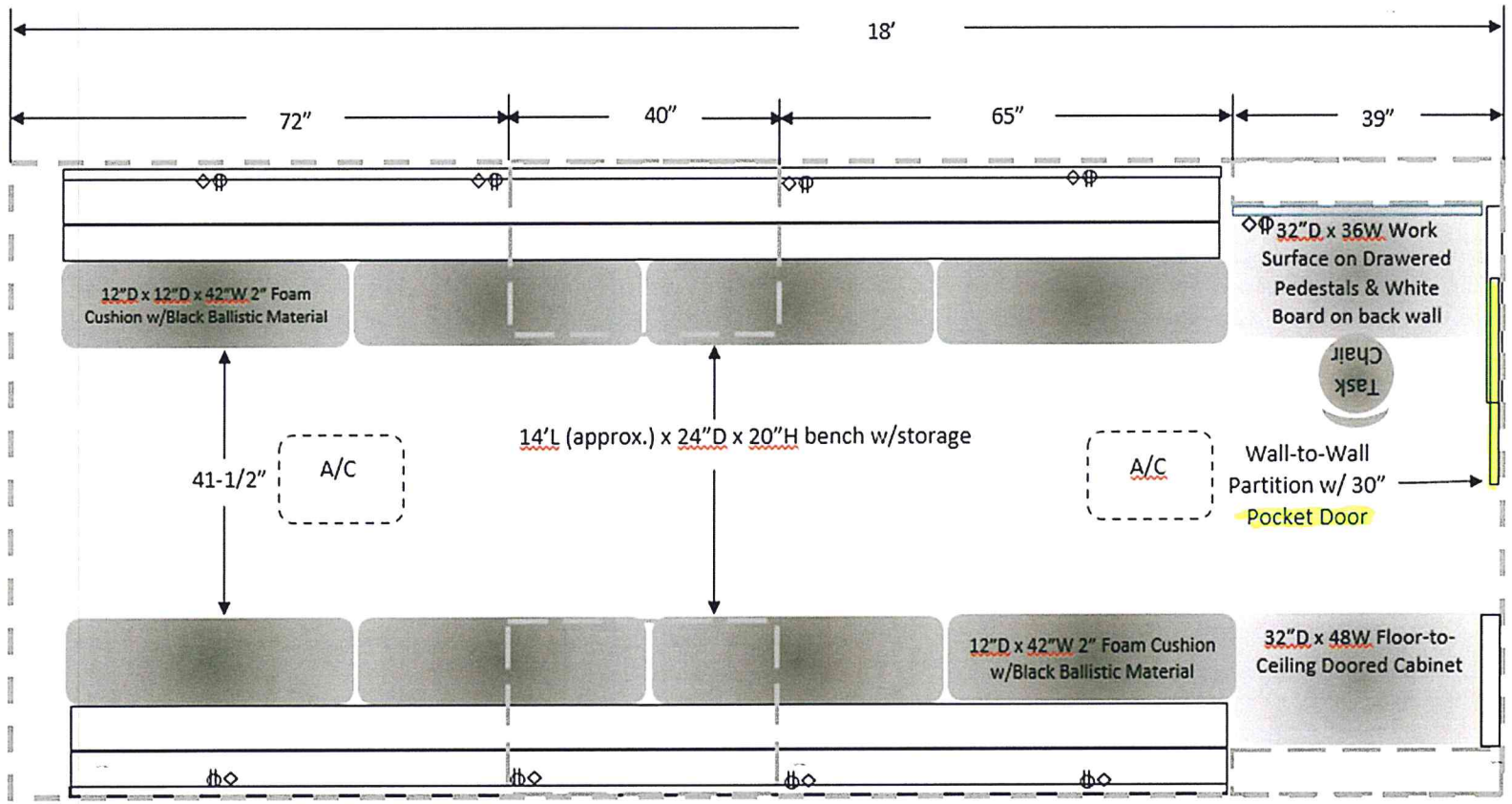
**6.4** Equipment Operational Manuals - Manufacturer operational manuals for systems and equipment installed by PRIDE HVR will be provided to the customer at the time of delivery.

**6.5** Training - Training on vehicle systems and equipment installed or modified by PRIDE HVR will be conducted at the PRIDE HVR facility in Daytona Beach, Florida at the time of delivery. Technical support on pre-existing vehicle systems and equipment will be referred to the original manufacturer or installer.

**6.6** Warranty - PRIDE HVR warrants the vehicle against defects in workmanship for a period of one (1) year. Parts and materials per existing manufacturer's warranty. Original Equipment Manufacturer (OEM) vehicle and equipment warranties shall be provided by the OEM.

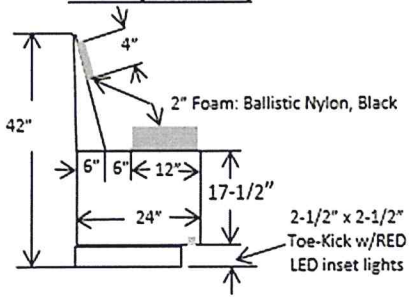
City of Cocoa – SWAT Van – ICN#: 11324
All Dimensions are approximate
Date: 02.08.23

**NOT TO SCALE**




**Rear** **Front**

**Bench (End View)**




**NOT TO SCALE**

Notes:
Altro Vinyl on Floor: Meta-Black
Shaw Marcasite on Walls, Ceiling, Partition & Benches
Red LED lights inset into Toe-Kick
Outlet & USB C-charger:

INTERNAL CONTRACT NO. 11324

Customer Initials: _____

## CONSIDERATION

In consideration for the goods and services outlined above, Customer agrees to pay PRIDE HVR:

**TOTAL: $ 62,975.87**

## CUSTOMER AGREEMENTS

Terms are **NET THIRTY (30)** from the date of invoice.

Sometimes, worn, broken, or damaged parts or materials are obscured or not evident upon initial evaluation. This contract is based on PRIDE HVR's assessment of project details provided by Customer (typically photographs) prior to the creation of the contact. Therefore, Customer agrees that this contract does not cover additional costs or repairing or replacing latent damages or defects only discoverable after work has been started. As such, quotes on parts, labor, and services are current, but subject to change.

Customer agrees that equipment, parts, materials, appliances, hardware, etc. removed during the renovation process will be discarded unless otherwise specified in writing by Customer prior to completion of work.

The removal of windshields, back glass, quarter glass, and reveal molding carries the inherent risk of breakage. Customer agrees to hold harmless PRIDE HVR for glass breakage during the removal process – if applicable – and acknowledges that liability for breakage, and additional costs of replacement, rests solely with Customer if this service is requested.

PRIDE Enterprises has extended sovereign immunity under section 946.5026 and 768.28, Florida Statutes, and, therefore, as a matter of Florida law, cannot agree to any indemnification or hold harmless clauses in any contract with a private company or individual. In addition, the state of Florida will not allow an additional insured on PRIDE's coverages, nor will the State include a waiver of subrogation in favor of any private company or individual.

PRIDE HVR is a "secured" facility that does not permit any type of communications equipment, firearms, or weapons on the premises. Customer agrees to remove everything, up to and including, all communications equipment, firearms, and weapons from the vehicle(s) prior to transfer to PRIDE HVR. PRIDE HVR is not responsible for property left in vehicle(s) and such items may be discarded upon entry in the secured facility.

By signing below or by submitting any written or electronic authorization, payment, deposit, or purchase order, Customer authorizes PRIDE HVR to perform the scope of work specified herein and agrees to abide by and be bound to the terms and conditions above. PRIDE HVR's commencement of work shall not constitute acceptance of any additional or different terms and conditions proposed by Customer not previously agreed to in writing, and PRIDE HVR's failure to object to provisions contained in any document generated by Customer shall not be construed as a waiver by PRIDE HVR of PRIDE HVR's terms and conditions or an acceptance of any terms and conditions of Customer not previously agreed to in writing, which are hereby rejected by PRIDE HVR.

**Signature of Customer** (or Authorized Agent): _____ Date: _____

**Signature of PRIDE HVR Manager:** _____ Date: 2-9-25

**RESOLUTION NO. 2023-039**

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 25th day of April, 2023.

_____

**Michael C. Blake, Mayor**

ATTEST:

_____

**Carie Shealy, MMC, City Clerk**

**EXHIBIT "A"**

To Resolution No. 2023-039

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, to perform services related to the upfitting of a 2012 Freightline MT45 for use as a Police SWAT Van. The work will be performed by Prison Rehabilitative Industries and Diversified Enterprises, Inc., doing business as PRIDE Enterprises, which is an inmate training company operating 37 work training programs located in 17 state correctional facilities in Florida. Pride Enterprises is a Florida state public entity incorporated under the Office of Program Policy Analysis and Government Accountability (OPPAGA). PRIDE operates as a not-for-profit corporation, with board oversight, to fulfill four missions defined by Florida statues.

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

_____

Stockton Whitten
City Manager

# RESOLUTION NO. 2023-040

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, at the Regular Meeting assembled on the 25th day of April, 2023

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# City of Cocoa Budget Adjustment Form FY 2023 - 23-066-T1

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 04/11/23

'FROM' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 5,000) | 001-2100-521.46-02 | | Repairs & Maint./Repairs & Maint. Bldg | $ 5,000 | $ 0 | ($ 5,000) | $ 5,000 |
| ($ 23,676) | 001-2100-521.52-00 | | Law Enforcement/Operating | $ 118,394 | $ 203,183 | $ 179,507 | $ 76,775 |
| ($ 20,000) | 001-2100-521.52-30 | | Law Enforcement/Fuel, Oil & Lubricants | $ 345,615 | $ 0 | ($ 20,000) | $ 255,768 |
| ($ 4,830) | 001-2101-521.34-00 | | Law Enforcement/Contract Services | $ 56,575 | $ 0 | ($ 4,830) | $ 4,831 |
| ($ 5,662) | 001-2101-521.46-00 | | Law Enforcement/Repairs & Maint. | $ 37,709 | $ 0 | ($ 5,662) | $ 5,662 |
| ($ 1,500) | 001-2132-524.31-01 | | Professional Services/Legal Expenses | $ 1,500 | $ 0 | ($ 1,500) | $ 0 |
| ($ 60,668) | TOTAL | | | | | | |

'TO' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 60,668 | 001-2100-521.64-00 | CA2301 | Law Enforcement/Machinery & Equipment | $ 117,166 | $ 117,166 | $ 177,834 | $ 117,166 |
| $ 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 |
| $ 60,668 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF, along with part two of this BAF will be used to transfer funds to design and fabricate a SWAT van. Agenda 23-239

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 04/25/23 RESOLUTION #: 2023-040

*City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.*

| | | | | | |
|---|---|---|---|---|---|
| Susan Lambert Digitally signed by Susan Lambert Date: 2023.04.11 12:04:48 -04'00' | 4/12/23 | Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.12 12:19:13 -04'00' | | | |
| Requestor's Signature | Date | Finance Approval Signature | | Date | Finance Director's Signature |
| Evander Collier Digitally signed by Evander Collier Date: 2023.04.11 15:10:50 -04'00' | | Lora Howell Digitally signed by Lora Howell Date: 2023.04.17 10:46:09 -04'00' | | | |
| 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 12/8/22 - IT

# City of Cocoa Budget Adjustment Form FY 2023 - 23-066-T2

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 2132 | DATE PREPARED: 04/11/23

'FROM' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 1,000) | 001-2132-524.45-00 | | Protective Inspections/Insurance | $ 1,000 | $ 0 | ($ 1,000) | $ 1,000 |
| ($ 553) | 001-2132-524.46-03 | | Protective Inspections/Repairs & Maint. Ver | $ 2,375 | $ 0 | ($ 553) | $ 1,866 |
| ($ 755) | 001-2132-524.49-00 | | Protective Inspections/Other Charges & Obl | $ 2,085 | $ 0 | ($ 755) | $ 1,975 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| ($ 2,308) | TOTAL | | | | | | |

'TO' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 2,308 | 001-2100-521.64-00 | CA2301 | Law Enforcement/Machinery & Equipment | $ 117,166 | $ 117,166 | $ 119,474 | $ 117,166 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 2,308 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF, along with part one of this BAF, will be used to transfer funds to design and fabricate a SWAT van. Agenda 23-239

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/25/23 *RESOLUTION #:* 2023-040

***City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.***

| | | | | | |
|---|---|---|---|---|---|
| Susan Lambert Digitally signed by Susan Lambert Date: 2023.04.11 12:05:07 -04'00' | 4/12/23 | Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.12 12:10:33 -04'00' | | | |
| Date Requestor's Signature | Date | Finance Approval Signature | | Date | Finance Director's Signature |
| Evander Collier Digitally signed by Evander Collier Date: 2023.04.11 15:12:12 -04'00' | | Lora Howell Digitally signed by Lora Howell Date: 2023.04.17 10:47:44 -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 12/8/22 - IT

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-253 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Consent Agenda |
| **File created:** | 4/13/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Approve a Resolution Amending the FY23 Budget, BAF # 23-069-A, to add budget to the Disaster Emergency Divisions which funded expenses during Hurricanes Ian and Nicole. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Budget Resolution FY 2023- ADA Compliant.pdf<br>BAF 23-069-A-FN-Fund Hurricane Nicole Disaster Div Exp (4-25-23) Agenda 23-253.pdf<br>BAF 23-069-A-Tracking Sheet.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2023
Agenda Date: April 25, 2023
Prepared By: Colleen Campbell, Sr. Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF # 23-069-A, to add budget to the Disaster Emergency Divisions which funded expenses during Hurricanes Ian and Nicole.

## BACKGROUND:

Disaster Emergency divisions are located in the General Ledger to separate expenses that are related to disasters. As disasters are not foreseeable, we do not provide budget at the beginning of the fiscal year for these divisions.

Staff is requesting the approval of the attached Budget Amendment to fund expenses for Hurricane Ian and Nicole.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

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

See the attached Tracking Sheet with the detailed budget amendments.

Amount Requested $344,755
Account Number 001-1601-525
Account Name Multiple Personal & Operating accounts

Amount Requested $84,728
Account Number 421-4011-525
Account Name Multiple Personal & Operating accounts

Source of Funds: ____State Revolving Loan
_____ Other Loan Source:_
_____ Grant Source:_
_____ Bond:_
__X__ Reserves Source: General and Water Sewer Fund Balance
____ Transfer Acct #:_

**PREVIOUS ACTION:**

EOC was initiated during Hurricane Ian ES22IN and Nicole ES23NC.

**RECOMMENDED MOTION:**
Approve a Resolution Amending the FY23 Budget, BAF # 23-069-A, to add budget to the Disaster Emergency Divisions which funded expenses during Hurricanes Ian and Nicole.

# RESOLUTION NO. 2023-041

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 25th day of April, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# City of Cocoa Budget Adjustment Form FY 2023 - 23-069-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1600-FN | DATE PREPARED: 04/13/23

## 'REVENUE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 344,755 | 001-0000-389.99-50 | | General Fund - Emergency Disaster Divisio | $ 0 | $ 0 | $ 344,755 | $ 0 |
| $ 84,728 | 421-0000-389.99-50 | | WaterSewer Fund - Emergency Disaster Di | $ 0 | $ 0 | $ 84,728 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 429,483 | TOTAL | | | | | | |

## 'EXPENSE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 344,755 | | | General Fund - Emergency Disaster Divisio | $ 0 | $ 0 | $ 344,755 | $ 0 |
| $ 84,728 | | | WaterSewer Fund - Emergency Disaster Di | $ 0 | $ 0 | $ 84,728 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 429,483 | TOTAL | | | | | | |

**REASON/JUSTIFICATION FOR ADJUSTMENT:**

This BAF is requesting budget for the emergency disaster divisions, which were activated and utilized during Hurricanes Ian & Nicole. We are requesting the use of fund balance to fund these unexpected but necessary expenses. Agenda 23-253
Emergency Disaster Divisions are 1601 for General Fund and 4011 for Water Sewer. See tracking sheet for detailed account/object listing.

**Council/Board APPROVAL REQUIRED? *YES*** (●) ***NO*** ( ) ***DATE APPROVED:*** 04/25/23 ***RESOLUTION #:*** 2023-041

***City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.***

| | | | | | |
|---|---|---|---|---|---|
| 4/13/23 | Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.13 12:51:38 -04'00' | 4/13/23 | Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.13 12:52:05 -04'00' | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| | Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.04.20 10:18:02 -04'00' | | Lora Howell Digitally signed by Lora Howell Date: 2023.04.19 10:17:24 -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 #: _____

**Transfer From**

| Amount | Account | Project # | Description |
|---|---|---|---|
| 111,235 | 001-0000-389.99-50 | ES22IN | Fund Balance |
| 232,448 | 001-0000-389.99-50 | ES23NC | Fund Balance |
| 1,072 | 001-0000-389.99-50 | | Fund Balance |
| **344,755** | **General Fund Total** | | |
| | | | |
| 23,818 | 421-0000-389.99-50 | ES22IN | Fund Balance |
| 8,400 | 421-0000-389.99-50 | ES23NC | Fund Balance |
| 52,510 | 421-0000-389.99-50 | | Fund Balance |
| **84,728** | | | |
| | | | |
| **429,483** | **Total BAF Revenue** | | |

**Transfer To:**

| Amount | Account | Project # | Description |
|---|---|---|---|
| 5,515 | 001-1601-525.12-00 | ES22IN | SALARIES & WAGES |
| 79,802 | 001-1601-525.12-00 | ES23NC | SALARIES & WAGES |
| 13,770 | 001-1601-525.14-00 | ES23NC | OVERTIME |
| 7,714 | 001-1601-525.21-00 | ES23NC | FICA TAXES |
| 109 | 001-1601-525.22-00 | ES22IN | RETIREMENT CONTRIBUTIONS |
| 6,854 | 001-1601-525.22-00 | ES23NC | RETIREMENT CONTRIBUTIONS |
| 378 | 001-1601-525.22-00 | | RETIREMENT CONTRIBUTIONS |
| 20,925 | 001-1601-525.22-01 | ES23NC | POLICE/FIRE |
| 517 | 001-1601-525.22-01 | | POLICE/FIRE |
| 315 | 001-1601-525.22-03 | ES23NC | ICMA - CITY MANAGER |
| 281 | 001-1601-525.23-00 | ES23NC | INSURANCES |
| 10 | 001-1601-525.23-00 | | INSURANCES |
| 23 | 001-1601-525.24-00 | ES22IN | WORKER'S COMPENSATION |
| 3,894 | 001-1601-525.24-00 | ES23NC | WORKER'S COMPENSATION |
| 167 | 001-1601-525.24-00 | | WORKER'S COMPENSATION |
| 9,680 | 001-1601-525.31-00 | ES22IN | PROFESSIONAL SERVICES |
| 21,787 | 001-1601-525.34-00 | ES22IN | CONTRACT SERVICES |
| 375 | 001-1601-525.42-00 | ES22IN | POSTAGE AND FREIGHT |
| 50,000 | 001-1601-525.46-00 | ES22IN | REPAIRS & MAINTENANCE |
| 82,524 | 001-1601-525.46-00 | ES23NC | REPAIRS & MAINTENANCE |
| 13,984 | 001-1601-525.46-02 | ES22IN | REPAIRS/MAINT - BUILDING |
| 7,969 | 001-1601-525.46-02 | ES23NC | REPAIRS/MAINT - BUILDING |
| 8,150 | 001-1601-525.49-00 | ES22IN | OTHER CHARGES & OBLIG. |
| 8,400 | 001-1601-525.49-00 | ES23NC | OTHER CHARGES & OBLIG. |
| 1,612 | 001-1601-525.52-00 | ES22IN | OPERATING SUPPLIES |
| **344,755** | **General Fund Total** | | |
| | | | |
| 42,163 | 421-4011-525.12-00 | | SALARIES & WAGES |
| 3,540 | 421-4011-525.21-00 | | FICA TAXES |
| 5,551 | 421-4011-525.22-00 | | RETIREMENT CONTRIBUTIONS |
| 89 | 421-4011-525.23-00 | | INSURANCES |
| 1,167 | 421-4011-525.24-00 | | WORKER'S COMPENSATION |
| 375 | 421-4011-525.42-00 | ES22IN | POSTAGE AND FREIGHT |
| 15,293 | 421-4011-525.46-00 | ES22IN | REPAIRS & MAINTENANCE |
| 8,150 | 421-4011-525.49-00 | ES22IN | OTHER CHARGES & OBLIG. |
| 8,400 | 421-4011-525.49-00 | ES23NC | OTHER CHARGES & OBLIG. |
| **84,728** | **WaterSewer Total** | | |
| | | | |
| **429,483** | **Total BAF Expenses** | | |

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-264 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Consent Agenda |
| **File created:** | 4/18/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Approve the task order and purchase of critical technology infrastructure in the amount of $70,636.21. (Chief Technology Officer)<br><br>This item is confidential and not for public release per FS 119.0275. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

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

## CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2023
Agenda Date: April 25, 2023
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve the task order and purchase of critical technology infrastructure in the amount of $70,636.21.

This item is confidential and not for public release per FS 119.0275.

### BACKGROUND:

N/A

### STRATEGIC PLAN CONNECTION:

N/A

### BUDGETARY IMPACT:

FY 2023
Amount Requested: $70,636.21
Account Number: 130-1203-516.63-00 AR4RNG
Account Name: Infrastructure

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Approve the task order and purchase of critical technology infrastructure in the amount of $70,636.21.

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-273 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Consent Agenda |
| **File created:** | 4/19/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Approve a Resolution Amending the FY23 Budget, BAF # 23-042-A, to add funds to the Information Technology budget to cover Smarsh Professional Archive licenses. (Chief Technology Officer) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Budget Resolution FY 2023- ADA Compliant.pdf<br>BAF 23-042-A-IT-Fund Text Mess Archive (4-25-23) Agenda 23-273.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 19, 2023
Agenda Date: April 25, 2023
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF # 23-042-A, to add funds to the Information Technology budget to cover Smarsh Professional Archive licenses.

## BACKGROUND:

City staff have identified an essential requirement to initiate the archiving of text messages related to official City business transactions.

Staff hereby seeks approval for the attached Budget Amendment (BAF # 23-042-A), which outlines the necessary funding for procuring and licensing Smarsh Professional Archive, a solution designed to fulfill these archiving needs.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

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

| | |
|---|---|
| Amount Requested | $30,000 |
| Account Number | 001-1203-516.56-15 |
| Account Name | Technology Systems/IT Related Operating Exp |
| Source of Funds: | Miscellaneous Revenue in General Fund<br>001-0000-369.90-00 |

**PREVIOUS ACTION:**

N/A

**RECOMMENDED MOTION:**

Approve a Resolution Amending the FY23 Budget, BAF # 23-042-A, to add funds to the Information Technology budget to cover Smarsh Professional Archive licenses.

# RESOLUTION NO. 2023-042

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, at the Regular Meeting assembled on the 25th day of April, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# City of Cocoa Budget Adjustment Form FY 2023 - 23-042-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: IT-1203 | DATE PREPARED: 04/19/23

## 'REVENUE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 30,000 | 001-0000-369.90-00 | | Other Misc. Revenue | $ 0 | $ 0 | $ 30,000 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 30,000 | TOTAL | | | | | | |

## 'EXPENSE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 30,000 | 001-1203-516.56-15 | | TECHNOLOGY SYSTEMS / IT-RELATED ( | $ 387,552 | $ 367,453 | $ 397,453 | $ 63,579 |
| $ 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 |
| $ 30,000 | TOTAL | | | | | | |

**REASON/JUSTIFICATION FOR ADJUSTMENT:**

This BAF is requesting to accept misc. revenue and assign budget to operating expenses in order to fund a text messaging archival platform. Agenda 23-273.

**Council/Board APPROVAL REQUIRED? *YES*** (●) ***NO*** ( ) ***DATE APPROVED:*** 04/25/23 ***RESOLUTION #:*** 2023-042

***City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.***

| | | | | | |
|---|---|---|---|---|---|
| Digitally signed by f3183fac-e4bb-4322-9433-b1b1307c81cc Date: 2023.04.19 16:11:03 -04'00' | 4/19/23 | Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.19 16:54:22 -04'00' | | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| Digitally signed by f3183fac-e4bb-4322-9433-b1b1307c81cc Date: 2023.04.19 16:11:36 -04'00' | | Lora Howell Digitally signed by Lora Howell Date: 2023.04.20 09:25:29 -04'00' | | | |
| Date | Department Director's Signature | Date | Deputy Fin. Director's Signature | Date | City Manager's Signature |

***FINANCE USE ONLY:***

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

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-237 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Multi-Year Contract |
| **File created:** | 4/7/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Approve the Scope of Services and Task Order 2023-03 with Wharton-Smith, Inc. for Construction Manager at Risk (CMAR) Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at the Jerry Sellers Water Reclamation Facility; To Approve as a Multi-Year Contract from FY2023 through FY2025; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-064-IFT. (Utilities Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | WSI Master Services Agreement.pdf<br>WSI Amendment 3.pdf<br>Scope of Services.pdf<br>WSI Bid.pdf<br>Quote Tabulation CMAR.pdf<br>Budget Resolution FY23.pdf<br>BAF 23-064-IFT-UT-Merge IRP Projects in 424 (4-25-23) Agenda 23-237.pdf<br>T.O. 2023-03 Wharton-Smith $65,000 (4-25-23) UT-ENGR.pdf<br>TRACK SHEET.pdf<br>Invitation to Quote - CMAR - IRP.pdf<br>RFQ-19-04-COC JOURNAL 10.24.18.pdf<br>RFQ-19-04-COC SOLICITATION- package CMAR Services - 8-8-18.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 7, 2023
Agenda Date: April 25, 2023
Prepared By: John Perrin, Senior Engineer
Through: Jack Walsh, Utilities Director
Requested Action:
To Approve the Scope of Services and Task Order 2023-03 with Wharton-Smith, Inc. for Construction Manager at Risk (CMAR) Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at the Jerry Sellers Water Reclamation Facility; To Approve as a Multi-Year Contract from FY2023 through FY2025; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-064-IFT.

## BACKGROUND:

The Advanced Waste Treatment (AWT) requirements per Florida Statute 403.806 mandate stricter limitations on wastewater effluent by July 1, 2025. The result of the statute effectively requires upgrades to the Internal Recycle Pump (IRP) system at the Jerry Sellers Water Reclamation Facility (Sellers WRF) to be in place and fully operational by the summer of 2024, to allow time for testing and tuning of the system during wet and dry seasons prior to the AWT deadline in order to meet compliance requirements. The work generally consists of the replacement of pumps, motors, piping, pad mounts, and related appurtenances.

In addition to the AWT requirements, the City has been ordered to perform rehabilitation and replacement of components within the Influent Pump Station (IPS), Transfer Pump Station (TPS), and headworks areas of the Sellers WRF pursuant to the requirements of a Consent Order with the Florida Department of Environmental Protection (FDEP). The work generally consists of the replacement of pumps, piping, gates, and related appurtenances, as well as the refurbishment of the concrete basins of the IPS and headworks areas.

Due to time and space constraints, the IRP Replacement Project is being consolidated with, and performed in conjunction with, the IPS and TPS Rehabilitation Projects. Due to this consolidation this agenda also includes a budget amendment to transfer all funds to Project Number WS22IR.

The City of Cocoa has chosen to utilize the Construction Manager at Risk project delivery method for the IRP, IPS, and TPS Replacement and Rehabilitation Projects. As part of this delivery method, the contractor is brought on board during the design of the project to provide preconstruction services. These services support the City's Design Engineer in developing the design, help minimize change orders during the construction portion of the project, improve quality, and increase constructability from a contractor perspective. This phase will be complete when the CMAR contractor presents to the City a Guaranteed Maximum Price (GMP) Proposal for the construction portion of the project.

On October 24, 2018, City Council approved the City's "Master Service Agreement for CMAR Services for Specified Water and Wastewater System Projects". On March 6, 2023, in accordance with the Master Service Agreement, staff solicited quotes for "CMAR Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at the Jerry Sellers Water Reclamation Facility" from the three pre-approved CMAR contractors.

The CMAR services included in the quote are: preconstruction services fee, general conditions fee, contractor's fee, bonds, and insurance. The last four fees are for services during construction and are calculated as a percentage of the construction budget. While the total fees may vary depending on final construction cost, the CMAR contractor is locked into these percentages as of the scope of services approval. Once the contractor submits their GMP Proposal at the 90% design level, staff will present the total fees to City Council for approval alongside the GMP as an amendment to the Continuing Services Agreement.

The City received three quotes and the lowest and best quote was submitted by Wharton-Smith, Inc. as follows based on a $7,600,000 construction cost estimate established by Staff:

| **Wharton-Smith, Inc.** | | |
|---|---|---|
| Preconstruction Ser | **$65,000** | |
| General Conditions | 10.85% | **$824,600** |
| Contractor's Fee | 9.00% | **$684,000** |


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| | | |
|---|---|---|
| Bonds | 0.80% | **$60,800** |
| Insurance | 0.65% | **$49,400** |
| **TOTAL BASE QUOTE** | **$1,683,800** | |

The total base quote of $1,683,800 is an estimated amount and may change once Staff receives the GMP from the contractor at the 90% design milestone.

Since there are funds available from another project, Staff is requesting to move $2,829,818 from project WS16SF to project WS22IR and to move $300,000 among different account numbers within project WS22IR, for a combined budget adjustment of $3,129,818 to be allocated to 424-4055-536.63-00. Since the cost of construction is unknown, the project budget for Construction Phases Services, will remain unencumbered until Staff receives the Guaranteed Maximum Price and return to Council for authorization.

Task Order 2023-03 in the amount of $65,000 for Preconstruction Services will be the only amount encumbered now and spent by the CMAR contractor at this time.

Staff recommends approval of this agenda item for the Construction Manager at Risk (CMAR) Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at the Jerry Sellers Water Reclamation Facility.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

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

BAF#23-064-ITF

| | |
|---|---|
| Amount Requested | ($2,829,818) |
| Account Number | 421-4120-536.63-00, WS16SF |
| Account Name | Infrastructure |
| | |
| Amount Requested | $2,829,818 |
| Account Number | 421-4010-581.91-24 WS16SF |
| Account Name | TRX to 424 |
| | |
| Amount Requested | $2,829,818 |
| Account Number | 424-4055-536.63-00 WS22IR |
| Account Name | Infrastructure |
| | |
| Amount Requested | ($300,000) |
| Account Number | 424-4120-536.63-00, WS22IR |
| Account Name | Infrastructure |


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| | |
|---|---|
| Amount Requested | $300,000 |
| Account Number | 424-4055-536.63-00, WS22IR |
| Account Name | Infrastructure |

With this Inter Fund Transfer the total Budget for WS22IR in 424-4055-536.63-00 will be $3,129,818 (Additional Budget will be required and Staff will bring the budget adjustment back to City Council when the final numbers have been calculated)

Total multiyear request for Warton-Smith, Inc. Base Quote:

| | |
|---|---|
| Amount Requested | $1,683,800 (estimate) |
| Account Number | 424-4055-536.63-00, WS22IR |
| Account Name | Infrastructure |
| Source of Funds: | Capital |
| TOTAL COST FOR MULTI-YEAR CONTRACT: | $1,683,800 (estimate) |

**PREVIOUS ACTION:**

On October 24, 2018 City Council approved the Final Ranking of the Firms for RFQ-19-04-COC, Construction Manager at Risk (CMAR) Services for Water and Wastewater Plant Project and authorized the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Three Top-Ranked Firms; Wharton-Smith, Inc., Garney Companies, Inc., and Petticoat-Schmitt Civil Contractors, Inc.

On August 23, 2022, City Council approved a Resolution waiving the competitive bidding process for the construction of the IPS Rehabilitation Project, and approved Amendments adding the IPS Rehabilitation Project to the scope of possible wastewater projects to the Master Services Agreements for CMAR services.

**RECOMMENDED MOTION:**

To Approve the Scope of Services and Task Order 2023-03 with Wharton-Smith, Inc. for Construction Manager at Risk (CMAR) Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at the Jerry Sellers Water Reclamation Facility; To Approve as a Multi-Year Contract from FY2023 through FY2025; To Approve a Resolution Amending the FY2023 Budget, BAF #23-064-IFT.

**MASTER SERVICES AGREEMENT**
**Construction Manager at Risk (CMAR) Services for**
**Specified Water and Wastewater System Projects**

**THIS AGREEMENT** is made and entered into as of the Effective Date (as defined below) by and between the **CITY OF COCOA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **WHARTON-SMITH, INC.**, a Florida corporation ("Construction Manager"), whose principal address is 750 Monroe Road, Sanford, Florida 32771.

**WITNESSETH**:

**WHEREAS**, the City desires to obtain construction manager at-risk (CMAR) services to include pre-construction and construction phase services for identified projects for the City's water and wastewater systems from time to time and on an as-needed, project-specific basis; and

**WHEREAS**, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes specifically for the projects that are identified in RFQ #Q-19-04-COC and set forth herein; and

**WHEREAS,** Construction Manager participated in the selection and negotiation process under RFQ #Q-19-04-COC and desires to provide CMAR services if the City assigns one or more of the identified projects to the Construction Manager after the effective date of this Agreement; and

**WHEREAS**, Construction Manager is willing to provide such CMAR services to the City under the terms and conditions stated herein; and

**WHEREAS**, the City is willing to place Construction Manager on its list of pre-approved CMAR services consultants for the aforementioned projects.

**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 DEFINITIONS.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

**1.1 "Agreement"** shall refer to this Master Services Agreement, as may be amended from time to time, which shall constitute authorization for Construction Manager to provide CMAR services approved on an individual basis by the City.

**1.2 "Assigned Project"** means each individual Project for which Construction Manager is assigned by the City to provide Services pursuant to the project bidding procedure set forth in Paragraph 4.1 of this Agreement.

**1.3 "Change Order"** shall mean a written order signed by the City authorizing an addition, deletion, or revision in the Work or adjustment in the contract price or time.

**1.4 "Construction Manager"** shall mean Wharton-Smith, Inc., a Florida corporation, and its principals, employees, and resident project representatives (and assistants).

**1.5 "Contract Documents"** consist of the following items, including all modifications thereof, incorporated into the documents before their execution: this Agreement; Notice to Firms; Instructions to Bidders; Special Provisions; GMP Amendment; Technical Specifications; Proposal; Performance/Payment Bond; Drawings; and Addenda pertaining to the contract.

**1.6 "Contractor's Fee"** is the Construction Manager's profit for the construction phase work for each Project, expressed as a percentage of the cost of construction.

**1.7 "Design Engineer"** means the engineering team retained by the City to create the design and specifications for the Project. The Design Engineer is the Engineer of Record for the Project.

**1.8 "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.

**1.9 "GMP Amendment"** is a document that outlines the scope of the Work, the technical documents, assumptions, clarifications, technical exclusions, the project schedule, and the GMP Proposal for the Project. The executed GMP Amendment shall automatically become part of the Contract Documents and shall establish the GMP, key supervisory personnel for the Project, the contract duration for the Project, liquidated damages dollar amount per calendar day, and all required bond and insurance documents.

**1.10 "GMP Proposal"** is a price proposal that includes the Construction Manager's General Conditions Fee, cost of the construction Work, payment and performance bond costs, building permit allowance, insurance costs, project construction contingency, and Contractor's Fee. The GMP Proposal shall be based on the drawings and specifications and the Contract Documents.

**1.11 "Guaranteed Maximum Price"** or **"GMP"** is the construction price agreed to between the Construction Manager and the City (as set forth in the GMP Amendment) and is the maximum total Project price that the Construction Manager guarantees not to exceed for the Construction Phase of the Assigned Project. It shall not include the services rendered during the Pre-Construction Phase.

**1.12 "General Conditions Fee"** is the overhead for services for the Construction Phase, exclusive of physical construction, expressed as a percentage of the cost of the construction Work.

**1.13 "Open-Book Process"** is the process used for establishing costs and subsequent GMP. The process requires the cost to be developed in a completely transparent manner, with no hidden costs or inflated amounts. Transparency means full, confidential disclosure of all the details and can include third party verification, if required. Construction estimates should be based on the actual cost of the Work. This can mean actual labor, expenses, materials, equipment, and

production rates for the self-performed scope, combined with stand-alone subcontractor quotes obtained via best-value, competitive bidding approach.

**1.14 "Project(s)"** means only those projects that were identified in RFQ #Q-19-04-COC, as listed in Paragraph 3.1 of this Agreement.

**1.15 "Project Manager"** is the person designated by the City to provide direct interface with the Construction Manager with respect to the City's responsibilities, as identified on the specifications for each Project.

**1.16 "Project Site"** is the location of the Project, as identified on the specifications for each Project.

**1.17 "Project Team"** is comprised of the Construction Manager, the City, and the Design Engineer.

**1.18 "Public Record"** shall have the meaning given in Section 119.011(12), Florida Statutes, as may be amended.

**1.19 "Subcontractor"** includes only those having a direct contract with the Construction Manager, and includes one who furnished material worked to a special design according to the plans or specifications of this Work, but does not include one who merely furnishes material not so worked.

**1.20 "Value Engineering"** is a project evaluation technique used during the Pre-Construction Phase that seeks to reduce costs and/or increase value by analyzing the functional requirements of a Project's materials, methods, components, and subsystems consistent with specified performance, reliability, maintainability, aesthetic, safety, and security criteria to ensure that it provides the best use of available Project funds.

**1.21 "Work"** or **"Services"** shall be used interchangeably and shall include the performance of the work agreed to by the parties for each Assigned Project, consistent with the projects described in Paragraph 3.1 of this Agreement. Work includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

## 2.0 TERM OF AGREEMENT

**2.1** The term of this Agreement shall commence on the Effective Date and shall continue until the completion of the Projects described in Section 3.1 below, unless earlier terminated pursuant to the terms of this Agreement. Unless otherwise specified in a notice of termination, any Assigned Project in effect at the termination of this Agreement shall remain in effect until completion of said Assigned Project, and all of the terms and conditions of this Agreement shall survive until completion of all Assigned Projects.

## 3.0 GENERAL DESCRIPTION OF SERVICES

**3.1 Projects.** The Projects for which Construction Manager may be assigned by the City to provide services under this Agreement are limited to the following:

Water Projects

The Claude H. Dyal Water Treatment Plant (Dyal WTP) consists of a surface water treatment plant with a rated capacity of 12 MGD, expandable to 24 MGD, and a fully built out ground water treatment plant rated to treat 60 MGD. Average daily flows from the Dyal WTP annually are approximately 22.7 MGD. The disinfection system in place utilizes 4 ammoniators and 11 chlorinators, with associated storage and supply systems.

A. Chemical Conversion and Reliability Improvements Project
   - Chlorine gas and anhydrous ammonia conversions at the Dyal WTP.
   - Installation of a redundant 54-inch pump discharge transmission main and associated flow meter and vault. Included in this portion of work are new Generator and High Service Pump Buildings to include; associated mechanical piping, flow meter and vault, controls, piping connecting transfer pump line to suction line, new emergency generators, and refurbishment and relocation of the existing high service pumps #2 and #3.
   - Addition of a pressurized water main to create a loop to feed the existing 8 inch main loop on the south half of the plant site.
   - Plant site improvements to include a new maintenance/training building, modifications to the plant main entrance road, improvements to main entrance security, other security improvements, and associated drainage improvements.

B. Banana River Pump Station Improvements
   - Replacement of the two existing 2MG tanks at the Banana River Tank Site
   - Improvement to the chemical feed systems

C. Viera Pump Station Chloramination Conversion
   - Change existing chlorination system to a chloramination system to include new chemical injection system and associated infrastructure

D. Groundwater Filter Effluent Pipe Connection to Surface Water Clearwell
   - Connection of the groundwater filter effluent to the new surface water clearwell effluent pipe

E. Improvements to the Ozone System at the Dyal WTP
   - Chiller Replacement and Generator Improvements
   - Improvements to the Ozone System Contactor

F. Re-Carbonation Basin Expansion, Reconfiguration, and Improvements

G. Installation of third Sulfuraetor and Multipurpose Building at the Wewahootee site

H. Replacement of Dyal Finished Water 5MG Steel Ground Storage Tank

I. Surface Water (SW) Dewatering Improvements
   - Update of the SW polymer feed system and associated controls.
   - Building improvements to include HVAC and structural repairs

J. Rehabilitation of the Lime Residual Gravity Thickener Nos. 1, 2, and 3
   - Complete replacement of Gravity Thickener No. 3
   - Rehabilitation of Gravity Thickener Nos. 1 and 2
   - Dewatering Storage Improvements
   - Building Improvements

K. Wellfield Security Improvements
   - Increased security of our western wells to include fencing, cameras, lighting, and motion sensors.
   - Includes associated fiber installation

Wastewater Projects

The Jerry Sellers WRF is a 4.5 MGD AADF biological nutrient removal (BNR) facility providing tertiary treatment to allow wastewater effluent to be reclaimed for use in landscape irrigation. The BNR process is a modified five-stage Bardenpho process designed to remove carbonaceous biological oxygen demand (CBOD5), total nitrogen, and total phosphorus. Secondary clarification and tertiary filtration are provided to remove total suspended solids (TSS), followed by disinfection.

A. Biosolids Improvements Project
   - Improvements to the Jerry Sellers WRF biosolids treatment, including the replacement of existing belt filter presses and improvements to the existing building, addition of Aerobic Digester No. 3, and the replacement of the Aerobic Digester Blowers.

B. Chemical Storage Relocation
   - Relocating the chemical storage and feed facilities for greater control and automation of the process.

C. Internal Recycle Pump Replacement

D. Local Control Panel (LCP) # 1 Rehabilitation

E. Reclaimed Water Pump Replacements

F. Replacement of Motor Control Center (MCC) #7 and #8

G. Transfer Pump Replacements

H. Construction of valve vault and replacement of valves located near the digesters

The above are general descriptions of the Projects and will be further defined and clarified by the City during the term of this Agreement.

**3.2 Definition of Services.** The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Design Engineer, where applicable, in furthering the interests of the City. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete each Assigned Project in an expeditious and economical manner consistent with the interests of the City. The Construction Manager agrees to furnish construction services as set forth herein and required for completion of each Assigned Project on a guaranteed maximum price basis. The Construction Manager represents that it is thoroughly familiar with and understands the requirements of the referenced Projects and that it is experienced in the administration and construction of building projects of the types and scopes referenced above. The Construction Manager represents to the City that it has all necessary construction education, skill, knowledge, and experience required for these Projects and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the Services contemplated hereby within the time periods required for each Assigned Project. In addition, Construction Manager represents that it has, and all of the Subcontractors performing Services under this Agreement will have, all applicable licenses required by the State of Florida to perform such Services. The Construction Manager acknowledges that it is not guaranteed nor entitled to provide services to the City in connection with any particular Project by virtue of entering into this Agreement with the City and that the City may, in its sole discretion, decline to assign any Project to Construction Manager.

**3.3 Project Team.** The Construction Manager, the City, and the Design Engineer will work as a team through construction completion of each Assigned Project. The Construction Manager shall provide leadership to the Project Team on all matters relating to construction. The Design Engineer will provide leadership to the Project Team on all matters relating to design. When performing any Services under this Agreement, the Construction Manager shall utilize the key personnel described in the GMP Amendment. In the event any such personnel discontinue employment with Construction Manager, Construction Manager shall promptly replace such personnel with individuals approved by the City, in writing, which approval will not be unreasonably withheld.

**3.4 Project Schedule/Time of the Essence.** For each Assigned Project, the Construction Manager will provide the City with a preliminary schedule covering the Pre-Construction and Construction Phases. This preliminary schedule shall serve as the framework for the subsequent development of all detailed construction schedules described in this Agreement or the Contract Documents. The Construction Manager shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Assigned Project schedule, subject to delays in the schedule not the fault of the Construction Manager or its Subcontractors. Time is of the essence in the performance of this Agreement.

**3.5 Preparation/Sufficiency of Site.** The Construction Manager shall, among other things, (i) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Assigned

Project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Assigned Project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the Assigned Project; (iv) familiarize itself with pertinent Assigned Project dates, including the Assigned Project schedule; (v) review and analyze all Assigned Project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Assigned Project. If the Assigned Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project Site, the Construction Manager shall also review all as-built and record drawings, plans, and specifications of which the Construction Manager has been informed by the City, and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the Construction Manager resulting from its failure to familiarize itself with the Project Site or pertinent documents shall be deemed waived.

**3.6 Contract Documents.** The Contract Documents are complementary, and what is called for by any one shall be as biding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work for each Assigned Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

**3.7 Priority of Documents.** In the event of discrepancies among the Contract Documents, priority shall be given in the following order:

| | |
|---|---|
| First | GMP Amendment |
| Second | This Agreement, including all Exhibits |
| Third | Proposal |
| Fourth | Special Provisions |
| Fifth | Instructions to Bidders |
| Sixth | Technical Provisions |
| Seventh | Drawings |
| Eighth | Performance and Payment Bonds |

## 4.0 CITY'S DUTIES, OBLIGATIONS & RESPONSIBILITIES

**4.1 Project Information; Bidding.** When a Project is developed by the City, it will notify the Construction Manager of the Project in the form of a bid document and will supply relevant information concerning the Project (for example, specifications, design drawings, sketches, schedule expectations, and budget). Construction Manager will be given the opportunity to submit a proposal based on the Project information supplied by the City. The proposal shall include the Construction Manager's Pre-Construction Phase Services Fee (lump sum amount), General Conditions Fee (percentage of the estimated cost of construction), Contractor's Fee

(percentage of the estimated cost of construction), and insurance and bond costs (percentage of the estimated cost of construction). Construction Manager's response time for developing a proposal when notified of a Project will be based on the type of work to be assigned and will be stipulated by City in the bid document. If a site visit is required for the Project, the City shall state that in the bid document to Construction Manager.

The City will review the proposals submitted and select based on the lowest, most responsive bid. Upon selection, the City will issue (i) a Notice to Proceed and (ii) an executed City purchase order to Construction Manager.

**4.2 City's Budget.** The City shall establish and update a budget for each Project, including the amount allocated for construction, the City's other costs, and reasonable contingencies related to these costs as appropriate.

**4.3 City's Representative.** The City shall designate a Project Manager as its representative authorized to act on its behalf with respect to each Project.

**4.4 Reservation of Rights; No Guarantee.** The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other construction management companies to provide professional services. The City does not guarantee that any Work will be assigned to Construction Manager under this Agreement. The City reserves the right to assign or contract for professional services with any party in its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or Project to Construction Manager under this Agreement.

**4.5 Time for Performance.** The City shall review and approve or take other appropriate action on all design submittals within the timeframes set forth in the Assigned Project schedule.

**4.6 Purpose of City's Review.** City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for each Assigned Project. No review, inspection, or approval by the City of such Work or documents shall relieve the Construction Manager of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve Construction Manager of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and Construction Manager expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or Design Engineer to the Construction Manager if the City becomes aware of any fault or defect in the Assigned Project or non-conformance with the Contract Documents.

**4.7 Status of City.** The City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Construction Manager, for any of the foregoing purposes, be deemed the agent of the City.

**4.8 City's Utilities.** The Construction Manager shall be responsible to provide and pay for consumption of, and connections to, utilities required for temporary service and construction unless otherwise directed by the City.

**5.0 CONSTRUCTION MANAGER'S SERVICES.** The Construction Manager's Services to be provided hereunder shall include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

**5.1 General Project Services.** For each Assigned Project, the Construction Manager agrees to:

**a.** Identify a representative authorized to act as the project manager on behalf of the Construction Manager. This person shall be designated at the beginning of the Pre-Construction Phase and shall be the project manager through completion of the Construction Phase. The designee will need to be approved by the City and no substitutions will be allowed without prior written approval by the City.

**b.** Provide all services required to professionally complete the Work in an expeditious and economical manner consistent with the Contract Documents and the best interests of the City.

**c.** Endeavor to develop, implement, and maintain, in consultation with the City, Design Engineer, and subcontractors, a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Assigned Project is deemed a success by all parties.

**d.** Perform the Services in accordance with schedule requirements.

**e.** Participate in, and cooperate with, design phase, construction phase, and post-occupancy commissioning, validation, and other quality assurance and quality control processes.

**f.** Complete all Work by the required date of substantial completion. The Construction Manager shall submit an initial construction schedule within the timeframe set by the City; a final construction schedule with the GMP Proposal; and revised construction schedules in accordance with the Contract Documents. The construction shall complement, and shall not conflict with, the design schedule.

**g.** Comply with City's policies, project management guides, and all requirements of the Contract Documents.

**h.** Expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the City agrees to procure any items prior to the establishment of the GMP pursuant to Section 5.5 below, the City shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the GMP, the City shall assign all contracts for these items to the Construction Manager, and the Construction Manager shall thereafter accept responsibility for them.

## 5.2 Pre-Construction Phase Services.

**a.** Scope of Services. The Construction Manager's Pre-Construction Phase Services for each Assigned Project will be set forth in the "Scope of Services" section of the Instruction to Bidders for the Project.

**b.** Commencement of Services. Construction Manager shall commence performance of Pre-Construction Phase Work within ten (10) days after receipt from the City of both the executed purchase order and the Notice to Proceed. The Pre-Construction Phase shall be complete once the GMP Proposal has been submitted by the Construction Manager, approved by the City, and made a part of the Contract Documents. The GMP Proposal shall be submitted at the ninety percent (90%) design phase, which shall be dictated by the design schedule.

**c.** Project Kick-Off Meeting. Within ten (10) calendar days following receipt of the Notice to Proceed/original purchase order, a mandatory project kick-off meeting will be held with the City and Design Engineer to discuss the Pre-Construction Phase Work and support of the City's Design Engineer in developing the design.

## 5.3 Guaranteed Maximum Price Proposal.

**a.** At ninety percent (90%) completion, the Construction Manager shall prepare a GMP Proposal for the City's review and acceptance. The GMP Proposal shall include the Construction Manager's General Conditions fee, cost of the construction Work, payment and performance bond costs, building permit allowance, insurance costs, project construction contingency, and Contractor's Fee. The GMP Proposal shall be based upon the drawings and specifications and the Contract Documents.

**b.** The GMP will include an amount agreed upon by the City and Construction Manager as a contingency to be used to pay for unforeseeable conditions. Unforeseeable condition expenditures require prior written consent of the City before execution of the work.

**c.** The Construction Manager shall include with the GMP Proposal a written statement of its basis, which shall include the following:

(i) A list of the drawings and specifications, including all addenda thereto, and the conditions of the contract;

(ii) A list of the clarifications and assumptions made by the Construction Manager in preparation of the GMP Proposal, including assumptions, permits, bonds, insurance, and all items required to complete the Project, to supplement the information provided by the City and contained in the drawings and specifications;

(iii) A statement of the proposed GMP, including a statement of the estimated cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's fee;

(iv) The anticipated construction schedule and date of substantial completion upon which the proposed GMP is based; and

(v) A mutually agreeable date by which the City must accept the GMP.

**d.** The Construction Manager shall meet with the City to review the GMP Proposal. In the event that the City discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP Proposal, its basis, or both.

**e.** If the City notifies the Construction Manager that the City has accepted the GMP Proposal in writing by the date specified in the GMP Proposal, the GMP Proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of the GMP, the City and the Construction Manager shall execute the GMP Amendment. The GMP Amendment shall outline the scope of Work, the technical documents, any assumptions, clarifications, or technical exclusions, the Assigned Project schedule, liquidated damages dollar amount per day, and the GMP Proposal for the Assigned Project.

**f.** The Construction Manager shall not incur any cost to be reimbursed associated with the Construction Phase of the Work prior to the commencement of the Construction Phase, unless the City provides prior written authorization for such costs.

**g.** The City shall authorize the Design Engineer to provide the revisions to the drawings and specifications to incorporate any agreed-upon assumptions and clarifications contained in the GMP Amendment. The City shall promptly furnish those revised drawings and specifications to the Construction Manager as they are revised. The Construction Manager shall notify the City of any inconsistencies between the GMP Amendment and the revised drawings and specifications.

**5.4 Construction Phase Services.**

**a.** Scope of Services. The Construction Manager's Construction Phase Services for each Assigned Project will be set forth in the "Scope of Services" section of the Instruction to Bidders for the Project.

**b.** Commencement of Services. Construction Manager shall commence performance of Construction Phase Work upon the City's acceptance of the Construction Manager's GMP Proposal and the execution of the GMP Amendment. The commencement and completion time of the Construction Phase of the Work and the liquidated damages dollar amount per calendar day shall be included in the GMP Amendment.

**c.** Construction Phase Conference. Within twenty (20) days after the effective date of the GMP Amendment, but before the Construction Manager starts the Construction Phase, a mandatory pre-construction conference will be held at the Project Site for review and acceptance of the schedules, to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the Work

**5.5 Direct Purchase Program.** The City may elect to implement a direct purchase program whereby it may purchase materials and equipment included in any subcontractor's bid for a portion of the Work directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to as "Direct Purchase Materials." If City elects to implement a direct purchase program, it shall so notify Construction Manager in writing, and the terms of this paragraph shall govern, along with City's policies on the subject in effect at the time Construction Manager commences construction of the Assigned Project. The minimum value for a direct purchase shall be $100,000. The Construction Manager shall obtain Builder's Risk insurance on the Direct Purchase Materials naming the City as the insured or an additional insured, provided City shall reimburse Construction Manager for the cost of such insurance as provided by this Agreement. Construction Manager shall be responsible for safeguarding all Direct Purchase Materials on the Project Site on City's behalf.

## 6.0 CONTRACT SUM.

**6.1 Payments to Construction Manager.** The City will pay the Construction Manager as follows, with the specific amounts and/or percentages to be set forth on each Assigned Project-specific proposal as agreed to and accepted by the City.

**a.** Pre-Construction Services Fee. The fixed fee for the Construction Manager's Pre-Construction Services, which fee includes all direct and indirect costs incurred by the Construction Manager in the proper performance of the Pre-Construction Services.

**b.** General Conditions Fee. The General Conditions Fee for the Construction Phase, exclusive of physical construction, expressed as a percentage of the cost of the Construction Phase Work for the Project.

**c.** Contractor's Fee. The Construction Manager's profit for the Construction Phase Work, expressed as a percentage of the cost of construction Work for the Assigned Project.

**d.** Bonds. The Construction Manager's performance and payment bonds as required by the Contract Documents, expressed as a percentage of the cost of construction Work for the Assigned Project.

**e.** Insurance. The Construction Manager's insurance costs for the Project as required by the Contract Documents, expressed as a percentage of the cost of construction Work for the Assigned Project.

**6.2 Guaranteed Maximum Price.** The GMP is the construction price agreed to between the Construction Manager and the City (as set forth in the GMP Amendment) and is the maximum total price that the Construction Manager guarantees not to exceed for the Construction Phase of the Assigned Project. The GMP does not include the services rendered during the Pre-Construction Phase.

**a.** The GMP Amendment is a document that outlines the scope of the Work, the technical documents, assumptions, clarifications, technical exclusions, Project schedule, and GMP Proposal for the Assigned Project. The executed GMP Amendment shall automatically become a part of the Contract Documents and shall establish the GMP, the key supervisory personnel for the Assigned Project, the contract duration for the Assigned Project, liquidated damages dollar amount per day, and all required bond and insurance documents.

**b.** If the City and the Construction Manager are unable to agree on a GMP for the Construction Phase, the City shall terminate this Agreement as to that Assigned Project and direct the Design Engineer to complete the design and prepare construction drawings and specifications for public bidding of the Construction Phase of the Project. The Construction Manager shall not be permitted to submit a bid for the public bidding of the Construction Phase of the Project.

**c.** The Construction Manager guarantees that the contract sum (exclusive of the Pre-Construction Services Fee) shall not exceed the GMP set forth in the GMP Amendment, as it may be modified from time to time. To the extent the cost of the Work exceeds the GMP, the Construction Manager shall bear such costs in excess of the GMP without reimbursement or additional compensation from the City.

**d.** The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents, and the dates of substantial and final completion shall be subject to adjustment as provided in the Contract Documents.

**6.3 Construction Manager's Contingency.**

**a.** The Construction Manager's contingency, established in the GMP, may be utilized, with the City's concurrence, for the following reasons:

(i) errors and omissions in the Construction Manager's bidding and scoping processes;

(ii) reasonable schedule recovery;

(iii) means, methods, and materials reasonably inferred from the Contract Documents;

(iv) subcontractor non-performance or default;

(v) Work not included in the Contract Documents that is necessary to cause the Assigned Project to conform to applicable building codes but was not identified as missing during the review of Contract Documents (through no fault of the Construction Manager), but expressly excluding any legal costs and expenses, including, without limitation, attorneys' fees and costs, associated with the Assigned Project;

(vi) other costs incurred by the Construction Manager that are not cost of the Work or General Conditions cost, for provision of management services necessary to complete the Assigned Project in an expeditious and economical manner consistent with the Contract Documents and the best interests of the City, but expressly excluding any legal costs and expenses, including, without limitation, attorneys' fees and costs, associated with the Assigned Project.

**b.** If upon completion of seventy-five percent (75%) of the Work, the remaining amount of contingency exceeds one-half of the amount of the initial post-buyout contingency, such excess shall be transferred via Change Order to the City.

**6.4 Buyout Savings.**

**a.** If Construction Manager receives bids for portions of the Work that are less than the amounts budgeted in the GMP proposal approved by City for such portions of the Work, such buyout savings shall first be utilized to offset shortfalls on other bid packages.

**b.** If, after offsetting any shortfalls, buyout savings remain, at the time provided in the Project schedule for the award of subcontracts, all buyout savings shall be returned to the City via "no cost" Change Order.

**c.** Use of Buyout Savings/Sales Tax Savings. The net amount of buyout savings and savings from City's purchase of Direct Purchase Materials may be utilized by the City for the following or other reasons:

(i) City's or Design Engineer's requested changes;

(ii) additive bid alternates and deductive credits;

(iii) design errors or omissions in the Contract Documents that were not detected by the Construction Manager through no fault of Construction Manager, including Work necessary to cause the Assigned Project to conform to applicable building codes;

(iv) differing/unforeseen existing conditions, as permitted by the Contract Documents.

**6.5 Changes to the Guaranteed Maximum Price.**

**a.** If the GMP has been established and when a specific bidder (i) is recommended to the City by the Construction Manager, (ii) is qualified to perform that portion of the Work, and (iii) has submitted a bid that conforms with the requirements of the Contract Documents without reservations or exceptions, but the City requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the construction schedule and the GMP by the difference between the bid of the person or entity recommended to the City by the Construction Manager and the amount and time requirement of the person or entity designated by the City.

**b.** Any changes to the scope of work that occur after the approval of the GMP Proposal will be addressed via the Change Order process.

**6.6 Progress Payments.** Partial payments calculated from completed Work in place and acceptable to the City at the unit bid prices or agreed-upon schedule of values will be made on or about the fifteenth ($15^{th}$) of each month on pay estimates based on the previous month's progress. The Construction Manager shall, after the first of each month, submit an invoice for materials used and Work performed for the previous month. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices, will be utilized for pay purposes. Once the Construction Phase of the Work commences, ten percent (10%) of the amount due and payable to the Construction Manager will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Contract Documents and will be based on complete Work in place. The Construction Manager shall (i) provide satisfactory evidence that it has acquired title to the materials, that materials have been paid for, and that the material will be used to perform Work for the Assigned Project, and (ii) provide a Consent of Surety for the progress payments.

**6.7 Florida Prompt Payment Act.** All payments to be made hereunder shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

## 7.0 GENERAL TERMS AND CONDITIONS

**7.1 Detail Drawings and Instructions.** The City's Project Manager will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

**7.2 Copies of Drawings Furnished.** Unless otherwise provided in the Contract Documents, the City will furnish to Construction Manager, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the Work.

**7.3 Order of Completion.** Prior to the start of the Work, Construction Manager shall submit schedules that show the order in which the Construction Manager proposes to carry on the Work with dates at which the Construction Manager will start the several parts of the Work and estimated dates of completion of the several parts. The City's Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the Work.

**7.4 Drawings and Specifications on the Work.** The Construction Manager shall keep one copy of all drawings and specifications of the Work in good condition available to the City and its representatives.

**7.5 Ownership of Drawings.** All drawings, specifications, and copies thereof furnished by the City are its property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the City on request, at the completion of the Work.

**7.6 Construction Manager's Understanding.** It is understood and agreed that at such time as Construction Manager is authorized to proceed with an Assigned Project by the City, the Construction Manager shall carefully examine the Contract Documents and Project Site, satisfy itself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the Contract Documents. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Agreement or the assignment of any Project, shall affect or modify any of the terms or obligations contained in the Contract Documents.

**7.7 Materials; Appliances; Employees.** Unless otherwise stipulated, the Construction Manager shall provide and pay for all materials, fuel, labor, water, tools, sanitary facilities, power, transportation, and other facilities necessary for the execution and completion of the Work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Construction Manager shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The City of Cocoa proudly supports and encourages buying USA domestic materials. Products incorporated into the Work shall be produced or manufactured in the United States of America as defined by the American Recovery and Reinvestment Act of 2009 (ARRA). This Project is not funded by the ARRA.

The City will not pay for material stored in place.

The Construction Manager shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him.

**7.8 Royalties and Patents.** The Construction Manager shall pay all royalties and license fees. The Construction Manager shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof except that the City shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Construction Manager prior to the signing of this Agreement or included in the specifications a proviso that there may be a patented process or product included in the Assigned Project.

**7.9 Surveys, Permits, and Regulations.** The Construction Manager will furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Construction Manager. The Construction Manager shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Construction Manager observes that the drawings and specifications are at variance therewith, it shall promptly notify the City in writing and any necessary changes shall be adjusted as provided in the contract for changes in the Work. If the Construction Manager performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the City, the Construction Manager shall bear all costs arising therefrom.

The Construction Manager shall continuously maintain adequate protection for all of its Work from damage and shall protect the City's property from injury or loss. The Construction Manager shall make good any such damage, injury, or loss. The Construction Manager shall adequately protect adjacent property as provided by law and the Contract Documents and shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

**7.10 Inspection of Work.** The City and its representatives shall at all times have access to the Work. The Work will be conducted under the general direction of the City and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Contract Documents. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the Construction Manager from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Construction Manager shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

Re-examination of requested work may be ordered by the City. If such work is found in accordance with the Contract Documents, the City will pay the cost of re-examination and replacement provided the Construction Manager makes a claim therefor. If such work is found not in accordance with the Contract Documents, the Construction Manager shall pay such cost,

including compensation for professional services, and an appropriate deductive Change Order shall be issued.

**7.11 Superintendent Supervision.** The Construction Manager shall keep on the Project Site during its progress a competent superintendent satisfactory to the City. The superintendent shall not be changed except with the written consent of the City, unless the superintendent proves to be unsatisfactory to the Construction Manager and ceases to be in its employ. The superintendent shall represent the Construction Manager and all directions given to him shall be binding. Important directions will be confirmed in writing to the Construction Manager. Other directions will be so confirmed on written request in each case.

If the Construction Manager, in the course of the Work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omission in the drawings or in layout as given by points and instruction, it shall be the Construction Manager's duty to immediately inform the City, in writing, and the City will promptly verify the same. Any work done after such discovery, until authorized, will be done at the Construction Manager's risk.

Neither party shall employ or hire any employees of the other party without the other party's consent.

**7.12 Changes in the Work.** The City, without invalidating the contract, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

A. By mutual acceptance of a lump sum.
B. By unit prices named in the contract or subsequently agreed upon.
C. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Construction Manager, provided it receives an order as above, shall proceed with the work. In such case and also under case (C), the Construction Manager shall keep and present in such form as the City's Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the Construction Manager. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate.

**7.13 Claims for Extra Cost.** If the Construction Manager claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided in Section 7.12 (Changes in the Work). Claims will not be processed unless filed in writing before any work has commenced.

**7.14 Deductions for Uncorrected Work.** If the City's Project Manager deems it inexpedient to correct work injured or done not in accordance with the Contract Documents, an equitable deduction from the contract price will be made therefor by Change Order.

**7.15 Delays and Extensions of Time.** If the Construction Manager is delayed at any time in the progress of the Work by an act of neglect of the City or of its employees, or by any other contractor employed by the City, or by changes ordered in the Work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control, or by delay authorized by the City's Project Manager pending arbitration, or by any cause which the City's Project Manager may decide to justify the delay, then the time of completion will be extended for such reasonable time as the City's Project Manager may decide.

No such extension will be made for delay occurring more than seven (7) days before the claim is made in writing to the City's Project Manager. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two (2) weeks after demand for such drawings and not then unless such claim be reasonable.

Notwithstanding the above, an extension of contract time, so granted, shall be the Construction Manager's sole and exclusive remedy for delay, disruption, interference, inefficiency, acceleration, hindrance, and costs thereto.

**7.16 Correction of Work before Final Payments.** The Construction Manager shall promptly correct all work condemned by the City's Project Manager as failing to conform to the Contract Documents, shall promptly replace and re-execute its own Work in accordance with the Contract Documents and without expense to the City, and shall bear the expense of making good all Work.

If the Construction Manager does not correct such condemned Work and material within ten (10) working days' time as fixed by written notice (punch list), the City may correct it at the expense of the Construction Manager. If the Construction Manager does not pay the expense of such correction within ten (10) days thereafter, the City may, upon ten (10) days written notice, deduct all the cost and expenses that should have been borne by the Construction Manager.

**7.17 Suspension of Work.** The City may at any time suspend the Work or any part thereof, by giving five (5) days' notice to the Construction Manager in writing. The Work shall be resumed by the Construction Manager within ten (10) days after the date fixed in a written

notice to resume the Work from the City to the Construction Manager. The City will reimburse the Construction Manager for expenses incurred in connection with the Work under the Contract Documents as a result of such suspension unless the suspension was ordered by the City's Project Manager to enforce the terms of the Contract Documents or for any violation of the Contract Documents.

**7.18 City's Right to Reassign Work.** If the Construction Manager should neglect to prosecute the Work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days written notice to the Construction Manager, may, without prejudice to any other remedy it may have, make good such deficiencies at the Construction Manager's expense.

**7.19 Removal of Equipment.** In the case of annulment of this Agreement as to any Assigned Project before completion, from any cause whatever, the Construction Manager, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City will have the right to remove such equipment and supplies at the expense of the Construction Manager, and the City shall have the right to store such equipment and supplies at the Construction Manager's expense. The City shall incur no liability to the Construction Manager for loss or damage to the supplies and equipment so removed and/or stored.

**7.20 Use of Completed Portions.** The City will have the right to take possession of and use any substantially completed portion of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired, but such taking possession and use will not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the Construction Manager will be entitled to such extra compensation, or extension of time, or both, as the City's Project Manager may determine.

**7.21 Payments Withheld.** The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment request to such an extent as may be necessary to protect itself from loss on account of:

A. Defective work not remedied.
B. Claims filed or reasonable evidence indicating probable filing of claims.
C. Failure of the Construction Manager to make payment properly to Subcontractors or for materials or labor.
D. The City's Project Manager's opinion that the contract cannot be completed for the balance then unpaid.
E. Failure to maintain adequate progress.

When the above grounds are removed, payment will be made for amounts withheld because of them.

**7.22 Safety and Protection.** The Construction Manager shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the

Work. The Construction Manager shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the Project Site and other persons who may be affected thereby.
B. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project Site.
C. Other property at the Project Site or adjacent thereto.

Construction Manager shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, Construction Manager shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

**7.23 Damages.** Any claim for damage arising under the Contract Documents shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

**7.24 Liens.** Anything contained in any of the Contract Documents notwithstanding, all progress payments and the final payment shall be paid by the City to the Construction Manager in compliance with the provisions of the Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the Contract Documents shall be paid by the City to the Construction Manager only after the Construction Manager has furnished the City with an affidavit stating that all persons, firms, or corporations who have furnished labor or materials, employed directly or indirectly in the Work, have been paid in full, and in addition, before the Construction Manager shall have the right to receive the final payment due under the contract, the Construction Manager shall furnish the City with releases of lien executed by all persons, firms, or corporations who have performed or furnished labor, services, or materials, directly or indirectly, used in the Work. The City shall have the right to demand and receive from the Construction Manger before it shall receive any progress payment, receipt bills showing payment in full for all labor, services, and materials incorporated into the Work, for the period of time for which the progress payment is due. Likewise, as a condition to receiving any progress payment, the City may require the Construction Manager to furnish any partial releases of lien executed by all persons, firms, and corporations who have furnished labor, services, or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as these persons, firms, or corporations may have for that period. If any of the laborers, subcontractors, or material men shall serve upon the City a "Notice to Owner" or shall otherwise put the City on notice that they are owed any unpaid money by the Construction Manager, the City shall have the right to pay these persons directly in the manner provided by Florida's Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Construction Manager does hereby release, remise, and quit claim any and all

rights it would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the Work.

**7.25 Subcontracts.** The Construction Manager shall, as soon as practicable after signing the GMP Amendment, notify the City in writing of the names of subcontractors proposed for the Work and the description of work to be performed by each subcontractor. The Construction Manager shall not employ subcontractors unless they are approved in writing by the City.

The Construction Manager agrees that it is as fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Construction Manager. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the City.

**7.26 Points and Instructions.** The Construction Manager shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. It shall not proceed until he has made timely demand upon the City's Project Manager for, and has received from him such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

**7.27 City's Project Manager's Status.** The City's Project Manager will have general supervision and direction of the Work. He has authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the contract. He will also have authority to reject all work and materials that do not conform to the Contract Documents, to direct the application of forces to any portion of the Work, as in his judgment is required, to order the force increased or diminished, and to decide questions that arise in the execution of the Work.

**7.28 City's Project Manager's Decisions.** The City's Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Construction Manager and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. All such decisions of the City's Project Manager shall be final.

**7.29 One Year Correction Period.** If within one (1) year after the date of substantial completion of an Assigned Project or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Construction Manager shall promptly, without cost to the City and in accordance with the City's written instruction, either correct such defective work, or, if it has been rejected by the City, remove it from the Project Site and replace it with non-defective work. If the Construction Manager does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Construction Manager.

## 8.0 LIQUIDATED DAMAGES FOR DELAY

**8.1** Inasmuch as failure to substantially complete the Work according to the Assigned Project schedule will result in injury to the City, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that if the Work is not substantially completed within the time provided by the Assigned Project schedule, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Construction Manager shall pay to the City as liquidated damages for such delay, and not as a penalty, the amount set forth in the GMP Amendment for each calendar day elapsing between the date fixed for substantial completion and the date such substantial completion is fully accomplished. The parties agree that said liquidated damages are reasonable given existing circumstances, including, without limitation, the range of harm that is foreseeable and the anticipation that proof of damages would be costly and impractical.

**8.2** The liquidated damages shall be payable by the Construction Manager to the City under the Contract Documents, and shall not preclude the recovery of damages by the City under other provisions of the Contract Documents, except claims related to Construction Manager's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Contract Documents, as provided in this Agreement or elsewhere in the Contract Documents. The City's exercise of the right to terminate shall not release the Construction Manager from the obligation to pay said liquidated damages. Liquidated damages shall be the City's sole and exclusive remedy for delay.

**8.3** When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Construction Manager will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Construction Manager the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Construction Manager overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

## 9.0 AUDIT RIGHTS

**9.1** The City may, upon reasonable notice, audit the records of the Construction Manager and its Subcontractors and suppliers during regular business hours, during the term of this Agreement and for a period of three (3) years after final payment is made by the City to Construction Manager for an Assigned Project or longer, if required by law. Such audits may be performed by a representative of the City or an outside representative engaged by City.

**9.2** For purposes hereof, Construction Manager's "records" means any and all information, materials, and data of every kind and character, whether hard copy or in electronic form, which may, in City's judgment, have any bearing on or pertain to the Contract Documents, including, without limitation, books, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract

files (e.g., including proposals of successful and unsuccessful bidders, bid recap), original estimates, estimating work sheets, correspondence, Change Order files (including documentation covering negotiated settlements), back-charge logs and supporting documentation, invoices and related payment documentation, general ledgers, records detailing cash and trade discounts earned, insurance rebates and dividends, superintendent reports, drawings, receipts, vouchers, and memoranda.

**9.3** City's authorized representative shall have reasonable access to the Construction Manager's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the Contract Documents, shall be provided adequate and appropriate work space at Construction Manager's facilities, may count employees at the Site, may be present for the distribution of payroll and shall have such other rights of access as may be reasonably necessary to carry out an audit.

**9.4** If an audit discloses overpricing or overcharges, Construction Manager shall refund the overpayment. If an audit discloses overpricing or overcharges of one percent (1%) of the total amount paid hereunder, but in any event more than $200,000, whichever is less, in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Construction Manager. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Construction Manager's invoices and/or records shall be made within ninety (90) calendar days from presentation of City's findings to Construction Manager.

**9.5** Construction Manager shall ensure notice of City's audit rights is provided to its Subcontractors, suppliers, and any other vendor providing services or materials for each Assigned Project and shall ensure that each agreement it enters into pursuant hereto includes the provisions of this Article 9.0.

## 10.0 INSURANCE

**10.1 Liability Amounts.** During the term of this Agreement, Construction Manager 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 per occurrence and in the aggregate with a deductible not greater than $50,000.

**b.** General Liability. The Construction Manager shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence, with a deductible no greater than $5,000, unless a higher deductible is pre-approved by the City Manager, to protect Construction Manager from claims of property damages and personal injury which may arise from any Services performed under the Contract Documents, whether such Services are performed by Construction Manager or by anyone directly employed by or contracting with Construction Manager.

**c.** Automobile Liability. The Construction Manager shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and 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 Construction Manager or by anyone directly or indirectly employed by Construction Manager.

**d.** Workers' Compensation. The Construction Manager 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.

**e.** Environmental Impairment Insurance Minimum Requirements. If the Construction Manager will be locating portable fuel or lubricant storage tanks at the job site or will be storing or using hazardous chemicals on the job site, it shall maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to its General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun.

**f.** Builder's Risk Insurance. If City and Construction Manager agree to proceed to construction on an Assigned Project under a GMP Amendment, then the Construction Manager shall, before any construction, acquire and maintain throughout the course of construction, Builder's Risk Insurance in a dollar amount equal to the full insurable value of the Work under the contract, which shall include "All Risk" coverage. The City shall be named as a "Loss Payee". The Construction Manager shall be responsible for equipment, materials, and supplies, to include the City's Direct Purchase equipment, until completion of the Assigned Project and acceptance by the City.

**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 Sections 10.1.b, 10.1.c, and 10.1.e herein, as its interest may appear, from time to time.

**10.3 Cancellation, Change, or Non-Renewal.** 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 Construction Manager by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that Construction Manager 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 Construction

Manager. The Construction Manager 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. The Construction Manager 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 Construction Manager in accordance with this Article 10.0 on the basis of its not complying with the Agreement, the City shall notify Construction Manager 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, Construction Manager 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 Construction Manager to perform any Services hereunder shall fully comply with the insurance provisions contained in this Article 10.0.

## 11.0 REPRESENTATIONS

**11.1** The Construction Manager represents that the Services provided hereunder shall conform to all requirements of the Contract Documents; shall be consistent with recognized and sound CMAR practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. The Construction Manager shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services to be performed hereunder. The Construction Manager's Services shall be consistent with the time periods established under Contract Documents. The Construction Manager shall provide the City with a written schedule for Services performed for each Assigned Project and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the Services. The Construction Manager's designated representative shall have the authority to act on Construction Manager's behalf with respect to the Services. In addition, Construction Manager'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, Construction Manager shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise Construction Manager's professional judgment with respect to the Services. The Construction Manager shall review laws, codes, and regulations applicable to Construction Manager's Services. The Construction

Manager's Services and construction shall comply with all applicable requirements imposed by all public authorities. The Construction Manager 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. The Construction Manager 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 Construction Manager for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 4.4 herein, Construction Manager shall be responsible for the satisfactory and complete execution of the Services described in the Contract Documents. The Construction Manager represents that it will carefully examine the scope of services required by the City in the Contract Documents, that it will investigate the essential requirements of the Services required by the Contract Documents, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Contract Documents in a good professional and workmanlike manner in conformance with the requirements of the Contract Documents.

**11.2** The Construction Manager 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.

## 12.0 GUARANTEE AGAINST INFRINGEMENT

**12.1** The Construction Manager guarantees that all Services performed under the Contract Documents for each Assigned Project shall be free from claims of patent, copyright, and trademark infringement. Subject to the limitation as to patents as stated in Section 7.8, Construction Manager shall indemnify, hold harmless, and defend the City, its officers, directors, employees, 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, Construction Manager may elect to provide non-infringing services.

## 13.0 DOCUMENTS

**13.1 Public Records.** Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws, Construction Manager agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Construction Manager related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Construction Manager. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

characteristics, or means of transmission of Construction Manager are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Construction Manager is required to and agrees to comply with public records laws. Construction Manager shall keep and maintain all public records required by the City to perform the services as agreed to herein. Construction Manager shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Construction Manager shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Construction Manager shall transfer to the City, at no cost, all public records in possession of Construction Manager, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Construction Manager shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Construction Manager of the request and Construction Manager shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If Construction Manager does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Construction Manager acknowledges that if Construction Manager does not provide the public records to the City within a reasonable time, Construction Manager may be subject to penalties under Section 119.10, Florida Statutes. The Construction Manager acknowledges that if a civil action is filed against Construction Manager to compel production of public records relating to this Agreement, the court may assess and award against Construction Manager the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Construction Manager, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Construction Manager to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Construction Manager fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Construction Manager's failure to comply with this Section, the City shall collect from

Construction Manager prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Construction Manager. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of Construction Manager's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

**a.** Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data or programs stored electronically or otherwise, prepared by Construction Manager 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 any time. 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 Construction Manager, 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 Construction Manager.

**b.** Ownership of Documents. The City and Construction Manager agree that upon payment of fees due to Construction Manager 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 Construction Manager 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 Construction Manager waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by Construction Manager in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of Construction Manager or not.

**c.** Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Construction Manager 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.

## 14.0 ASSIGNMENT

**14.1** The Construction Manager shall not assign or subcontract this Agreement, any Contract Documents hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any Subcontractors employed by Construction Manager for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Contract Documents. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

**14.3** If the City determines that any Subcontractor is not performing in accordance with this Agreement, the City shall so notify Construction Manager who shall take immediate steps to remedy the situation.

**14.4** The Construction Manager, prior to the commencement of any Work by any Subcontractor, Construction Manager shall require the Subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

## 15.0 INDEPENDENT CONTRACTOR

**15.1** At all times during the term of this Agreement, the Construction Manager and any approved Subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

## 16.0 DEFAULT BY CONSTRUCTION MANAGER; CITY'S REMEDIES

**16.1** In addition to the City's right to terminate this Agreement for convenience under Article 17.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

**a.** The Construction Manager 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 Construction Manager shall have such time as is reasonably necessary to remedy the default, provided Construction Manager promptly takes and diligently pursues such actions as are necessary therefore; or

**b.** The Construction Manager is adjudicated bankrupt or makes any assignment for the benefit of creditors or Construction Manager becomes insolvent, or is unable or unwilling to pay its debts; or

**c.** A writ of garnishment shall be served on the City, seeking to reach funds due or to become due to Construction Manager;

**d.** The Government of the United States or any state or county shall garnish, distrain, attach, or seek to reach funds due or to become due to the Construction Manager;

**e.** The Construction Manager persistently or repeatedly refuses or fails, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials;

**f.** The Construction Manager fails to make prompt payment to Subcontractors or for material or labor;

**g.** The Construction Manager persistently disregards laws, ordinances, or the instructions of the City's Project Manager;

**h.** The Construction Manager has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

**i.** The Construction Manager has committed any act of fraud upon the City; or

**j.** The Construction Manager has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

**k.** The Construction Manager has assigned this Agreement or any Contract Documents without the City's prior written consent.

**16.2** Notwithstanding the aforementioned, in the event of a default by Construction Manager, 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.

**16.3** In the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Construction Manager under this Agreement shall, at the option of the City, become the City's property and Construction Manager shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Construction Manager, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to Construction Manager for the purpose of setoff until such time as the amount of damages due to the City from Construction Manager can be determined.

## 17.0 TERMINATION

**17.1** Notwithstanding any other provision of this Agreement, the City may, upon written notice to Construction Manager, terminate this Agreement, without penalty, if: (a) Construction Manager is in default pursuant to Article 16.0 Default; (b) Construction Manager makes a general assignment for the benefit of its creditors; (c) Construction Manager fails to comply with any condition or provision of this Agreement; or (d) Construction Manager is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy the City may have under this Agreement.

**17.2** If the Work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Construction Manager or anyone employed by it, or if the City's Project Manager should fail to issue any estimate for payment within seven (7) days after it is due, or if the City fails to pay the Construction Manager within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Construction Manager may, upon seven (7) days written notice to the City, stop work or terminate this contract and recover from the City payment for all Work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

**17.3** In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

**17.4** In the event of 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.

## 18.0 FORCE MAJEURE

**18.1** 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 (with the exception of Construction Manager's labor force); extraordinary breakdown of or damage to the 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 (60) days, either party may terminate this Agreement.

## 19.0 GOVERNING LAW & VENUE

**19.1** 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.

## 20.0 HEADINGS

**20.1** Article, section, and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

## 21.0 SEVERABILITY

**21.1** In the event any portion or part of 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 remain fully intact.

## 22.0 WAIVER AND ELECTION OF REMEDIES

**22.1** Waiver by either party of any terms, conditions, or provisions of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

**22.2** 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.

## 23.0 THIRD PARTY RIGHTS

**23.1** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Construction Manager.

## 24.0 PROHIBITION AGAINST CONTINGENT FEES

**24.1** The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, 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 Construction Manager, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## 25.0 ENTIRE AGREEMENT

**25.1** The Contract Documents, including this Agreement and any schedules, attachments, appendices, and exhibits attached hereto, constitutes the entire agreement between the City and Construction Manager with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. Any Project-specific modifications to this Agreement will be set forth in the Contract Documents for the Assigned Project.

## 26.0 NO JOINT VENTURE

**26.1** 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.

## 27.0 ATTORNEY'S FEES

**27.1** Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial, or on appeal.

## 28.0 COUNTERPARTS

**28.1** 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.

## 29.0 DRAFTING

**29.1** The City and Construction Manager 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.

## 30.0 NOTICE

**30.1** Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Construction Manager:

Wharton-Smith, Inc.
Attention: Nathan Hillard
750 Monroe Road
Sanford, FL 32771
(407) 321-8410 Phone
(407) 330-1092 Fax

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

**30.2** Either party may change the notice address by providing the other party written notice of the change pursuant to this Article 30.0.

**30.3** Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

## 31.0 SOVEREIGN IMMUNITY

**31.1** 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. Construction Manager 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 Section shall survive termination of this Agreement.

## 32.0 CORPORATE REPRESENTATIONS BY CONSTRUCTION MANAGER

**32.1** The Construction Manager hereby represents and warrants to the City the following:

**a.** The Construction Manager 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 the Contract Documents.

**b.** The undersigned representative of Construction Manager has the power, authority, and legal right to execute and deliver this Agreement on behalf of Construction Manager.

## 33.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

**33.1** The Construction Manager shall defend, indemnify, and hold harmless the City, its officers, employees, agents, and volunteers, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Construction Manager and other persons employed or utilized by Construction Manager in the performance of this Agreement and all Contract Documents.

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

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

**33.2** For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Construction Manager expresses its willingness to enter into this Agreement with the knowledge that Construction Manager's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for Services actually performed by Construction Manager to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 31.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs, or pre-judgment interest.

**33.3** PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSTRUCTION MANAGER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

## 34.0 BONDS

**34.1** To the extent deemed necessary and required by the City, Construction Manager shall supply a materials, performance, and payment bond(s) in an amount specified in the Contract Documents for any Assigned Project, in a form approved by the City Attorney and in accordance with Florida law.

**34.2** The City will have the right, prior to commencement of any Assigned Project, to require the Construction Manager to furnish bond(s) covering its faithful performance of the Work and the payment of all obligations arising thereunder, in such forms as the City may prescribe and with such sureties as it may approve. Performance and payment bonds in compliance with Section 255.05 Florida Statutes will be required for the Assigned Projects. The premium for such bond shall be paid by the Construction Manager.

## 35.0 ADDITIONAL ASSURANCES

**35.1** The Construction Manager for itself and its Subcontractors, if any, certifies that:

**a.** No principal (which includes officers, directors, or executives) 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 architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

**b.** No principal (which includes officers, directors, or executives) 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 executives) 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 Construction Manager and said signature shall bind Construction Manager to this Agreement. No further action is required by Construction Manager to enter into this Agreement other than Construction Manager's undersigned representative's 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: _____

Print Name: John A. Titkanich, Jr.

Title: City Manager

Date: 1/10/19

**ATTEST:**

By: _____
Carie Sheely, City Clerk

**CONSTRUCTION MANAGER:**
**WHARTON-SMITH, INC.**

By: _____

Print Name: Ronald F. Davoli

Title: President/CEO

Date: 1/3/19

By: _____

Print Name: Devon A. Lewis
Corporate Secretary

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

January 11, 2019

**Wharton-Smith, Inc.**
**750 Monroe Road**
**Sanford, FL 32771**

**Re: Master Services Agreement Construction Manager at Risk (CMAR) Services for Specified Water and Wastewater System Projects**

To Whom It May Concern:

Enclosed, for your records, is a fully executed and certified copy of the above referenced agreement.

If you have any questions or need further assistance, please contact my office at (321) 433-8484 or by email at cshealy@cocoafl.org.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO MASTER SERVICES AGREEMENT
**3rd AMENDMENT**
**WHARTON-SMITH, INC.**
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES
FOR SPECIFIED WATER AND WASTEWATER SYSTEM PROJECTS
**RFQ-19-04-COC**

This Third Amendment to the Master Services Agreement for Construction Manager at Risk Services dated January 10, 2019 by and between The City of Cocoa and Wharton-Smith, Inc. is made and effective as of the date of the last signature below.

The Influent Pump Station (IPS) Rehabilitation Project is added to the scope of possible projects in Section 3.1 for Wastewater Projects.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment.

| **Wharton-Smith, Inc.** | **CITY OF COCOA** |
|---|---|
| **By:** Patrick J Hewitt | **By:** Stockton Whitten |
| (Print Name) | (Print Name) |
| Chief Operating Officer- Water | City Manager |
| (Title) | (Title) |
| Signature / Date 8-9-22 | Signature / Date 8-23-2022 |

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilites

**Attest:** Carie Shealy
Carie Shealy
City Clerk, City of Cocoa

# ATTACHMENT #1
# SCOPE OF SERVICES

# CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY

**City of Cocoa**
**March 6, 2023**

## GENERAL INFORMATION

The City is requesting quotes from the list of City approved Construction Manager at Risk (CMAR) Firms for CMAR Services to include Pre-Construction and Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at the Jerry Sellers Water Reclamation Facility (Sellers WRF) located at 375 N. Cocoa Blvd., Cocoa, FL 32922. The CMAR Firm shall be responsible for technical expertise, professional services, and construction management of the project. This will require coordination with the City, Design Engineer, permitting agencies, and any other necessary agencies to assure a quality work product. Construction progress must include schedules showing critical completion dates, permitting time needed, and organized execution of the Work and methodology. The City expects the CMAR Firm to collaborate closely with the City and its Design Engineer during the Pre-Construction Phase to develop a design that achieves the City's objectives at a mutually agreeable Guaranteed Maximum Price (GMP) for delivery of the Project. The City also expects the CMAR Firm to construct the Work (Construction Phase), as designed, within the agreed-on GMP price and schedule, through start-up and commissioning.

The project will utilize the CMAR delivery method, and will consist of two phases; Pre-Construction and Construction.

- **Pre-Construction Phase:** The CMAR Firm will provide pre-construction services (as described in the Scope of Services) to support the City's Design Engineer in developing the design. This phase will culminate when the CMAR Firm presents to the City an Open-Book GMP Proposal for the project at 90% construction drawings and specifications.

Once the City and the CMAR Firm have agreed on the GMP Proposal, it is incorporated into the GMP Amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects", and all required bonds and insurance documents are delivered to the City by the CMAR Firm, the Construction Phase shall occur. If the City and the CMAR Firm are unable to agree on the GMP Proposal for the Construction Phase, the City shall terminate the Purchase Order for this Project and direct the Design Engineer to complete the design and prepare construction drawings and specifications for public bidding of the Project. The CMAR Firm will not be allowed to submit a bid for the public bidding of the Construction Phase of the Project.

- **Construction Phase:** The CMAR Firm will procure all subcontractors and vendors and will be responsible for the Project's construction, startup, commissioning, operator training and support, performance testing, warranty services, and any other services as agreed to in the GMP Amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

**Estimated Construction Budget**

The City's estimated construction budget is:

**$7,600,000** **Seven Million and Six-Hundred Thousand Dollars**

The Estimated Construction Budget will serve as a baseline for the City to understand the likely cost of the project and whether the CMAR Firm is able to deliver said project within the City's budget. The Construction Budget may vary, but the pre-construction services fee and the percentages for the General Conditions, Contractor's Fee and Bonds and Insurance will remain fixed as quoted. The CMAR Firm will not be held responsible for delivering the project within the Estimated Construction Budget; the CMAR Firm will develop a GMP proposal for City's acceptance at the 90% design deliverable.

**Facility Security Requirements**

- The CMAR Firm is hereby advised that the Sellers WRF is a limited access facility that has adopted stringent security requirements. Prior to beginning construction activity, the CMAR Firm must provide the City with a name list and pictures of all personnel (including subcontractors) expected to be on site during the construction of this Project. Non-identified personnel will not be allowed at the facility.
- The CMAR Firm and major subcontractor's permanent employees will be required to carry ID cards (photo, company name, position, person's name, etc.) with them at all times during project construction.
- The CMAR Firm personnel and subcontractors may, from time to time, be required to show state-issued identification in order to be allowed entrance to the facility. Vehicles and personnel may be searched prior to obtaining access to the site. Personnel not on the CMAR Firm's list will not be allowed access to the facility.
- The CMAR Firm shall be responsible for keeping an accurate daily list of all personnel on site including subcontractors. This list must be readily available to City staff for review.
- All delivery drivers must check in with the CMAR Firm and provide a valid state driver's license as identification. Delivery vehicles will not be allowed in the facility unless identification is provided.
- Any missed time, cost, and loss of project schedule due to the CMAR Firm's employees or subcontractors not being identified, shall be borne solely by the CMAR Firm and the contractor time and cost will not be adjusted.

## SCOPE OF WORK

The Sellers WRF consists of a 4.5 million gallons per day (MGD) annual average daily flow (AADF) modified Bardenpho process domestic wastewater treatment plant providing tertiary treatment.

The Work generally consists of, but is not necessarily limited to, the following:

1. Existing Pretreatment Structure Rehabilitation: Rehabilitation of the existing

Pretreatment Structure includes removal from service, draining, cleaning, removal and disposal of accumulated sediment and debris, structural rehabilitation, recoating of the structure, and replacement of existing slide gates. Removal and replacement of existing equipment to accommodate coating of the structure is included in the scope of work.

2. Existing Influent Pump Station Rehabilitation: bypass pumping of internal recycle flows, rehabilitation of the existing wetwells, including the removal of the existing T-Lock liner, removal and disposal of accumulated sediment and debris, cleaning and resurfacing of the underlying concrete, and application of the new epoxy liner. Demolition and replacement of the existing structures top slab and six (6) access hatches. The replacement of two (2) slide gates, six (6) submersible pumps and appurtenances, pump discharge piping and valves and associated pipe supports, and the existing Bracco Pond piping and valves. Installation of three (3) new drain lines into the existing wetwell, new level instrument (bubbler) air tubing and carrier pipe, new electrical duct bank and conduits, as well as the associated instrumentation and electrical work, repairs to return the site to the existing site conditions affected by the Work, and incidentals for a complete and usable facility.
3. Existing Internal Recycle Pump Station: bypass pumping of internal recycle flows, demolition of the existing top slab and concrete pedestals. Replacement of three (3) and addition of one (1) internal recycle pumps, motors, and appurtenances; pump suction and discharge piping and valves and associated pipe supports. Installation of one (1) flow meter and flow meter bypass, associated instrumentation, and electrical work and repairs to return the site to the existing site conditions affected by the Work, and incidentals for a complete and usable facility.
4. Existing Transfer Pump Station: replacement of the existing three (3) vertical turbine transfer pumps and motors and all modifications necessary to replace, mount and install the associated pumps and sole plates. The existing level floats/controls are to remain, and their replacement is not included in the Work.
5. Second Anoxic Basin No. 2 Drain Line: modification to the existing 6-inch drain line due to unpassable blockage in the existing line. Modifications include demolition of a portion of the existing pipe, capping the existing drain line on the abandoned portion, installation of new drain piping and plug valve, connection of the new piping to the existing piping and Second Anoxic Basin No. 2, and the installation of a new mud valve in Second Anoxic Basin No. 2. Removal and disposal of accumulated sediment and debris within the Second Anoxic Basin No. 2 is included within scope of work. Draining and cleaning the structure is also included.
6. Reaeration Basin: removal and replacement of the existing 36-inch plug valve. Removal and disposal of accumulated sediment and debris within the Reaeration Basin is included within scope of work. Draining and cleaning the structure is also included.
7. Yard piping modifications, Electrical improvements and SCADA system improvements associated with the above improvements.
8. Drain pipe replacement in general vicinity of dewatering building.
9. Modifications to the RAS yard piping to allow RAS flow to be separated from the wastewater flow from the IPS.
10. MCC 3&4 building recoating, including paint removal and surface prep.
11. Electrical Building lintel repair.

The Sellers WRF will remain in operation during the entire construction period. The logistics and coordination of temporary shutdowns and or bypass operations will be a critical planning exercise for the selected CMAR Firm.

## Note: Engineering design documents associated with Scope Items 1 through 10 are included under Appendix A; Scope Item 11 is under Appendix B.

## SCOPE OF SERVICES

### Pre-Construction Phase Services

This scope of services includes attendance and participation in pre-construction progress meetings, design reviews, Value Engineering and constructability reviews, scheduling, bidding, and GMP preparation, and any other meetings necessary to develop one (1) detailed cost estimate at 30 percent design and one (1) GMP at 90 percent design level. The scope of services for the Pre-Construction Phase terminates with the submittal and acceptance by the City of the GMP Proposal, based on 90% construction drawings and technical specifications, and the executed GMP Amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

- All costs for travel, postage, couriers, bid advertising and solicitation, and other reimbursable costs to complete the pre-construction services are included in this quote;
- Develop and maintain a project cost model and project schedule, and submit detailed, Open-Book construction cost estimates and critical path schedules at 30% design milestone. These estimates shall be detailed Open-Book estimates and shall include unit costs, crew size/make-up, labor and equipment hours and rates, fuel consumption rates/costs, subcontractor costs, quantitative material take-offs, and scope assumptions;
- Develop the construction management plan for the construction phase, including a subcontracting and procurement plan. Include a plan for procurement of long lead-time equipment to include any owner direct purchase equipment/material;
- Develop the quality management plan for the construction phase that ensures conformance to the design and specifications;
- Develop the safety management plan and emergency response plan for the construction phase. This plan shall include procedures for inclement weather events such as hurricanes;
- Develop a risk management plan that identifies potential risks that the CMAR Firm does not control, or risks that are impacted by factors that the CMAR Firm does not control, and includes a plan to minimize those risks. A risk would be any existing or potential condition, situation or event that could negatively impact the Project's cost, schedule, quality, and the City's expectations;
- Perform Value Engineering and constructability reviews, including information on material availability, recommendations on equipment and/or packaging to advance construction, and independent quantity calculations to verify quantities on design development submittals in conjunction with the City and Design Engineer;

- Consult with, advise, and provide recommendations to the City and the Design Engineer on all aspects of the planning, design, and proposed construction, as well as drawings and specifications;
- Develop a plan for the logistics and coordination of temporary shutdowns and/or bypass of operations for the Sellers WRF. The Sellers WRF will remain in operation during the entire construction period;
- Provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The CMAR Firm shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues;
- Develop a procurement schedule for long lead items that must be ordered well in advance of construction;
- Assist the City with any City Direct Purchases of materials and equipment;
- At the 30% design completion milestone, provide a list of additional details that would be needed to complete the project in the allotted time or to accelerate aspects of the Work;
- Identify project construction permitting requirements and determine when certain construction permitting activities should be initiated;
- Identify, evaluate, and propose cost-effective alternatives to the project design or equipment specified;
- Create and maintain a decision log to include the effect on cost and schedule for each documented change;
- Submit and negotiate a GMP Proposal to include the critical path construction schedule for the construction phase at 90% design documents. The GMP Proposal shall be a detailed Open-Book estimate and shall include unit costs, crew size/make-up, labor and equipment hours and rates, fuel consumption rates/costs, subcontractor costs, quantitative material take-offs, and scope assumptions. The GMP Proposal shall include a written statement describing how it was derived and prepared to include at a minimum a list of the drawings, specifications, and any general conditions used in its preparation;
- At the 30% and 90% design completion milestones and as otherwise required, attend review workshops or meetings with City and Design Engineer along with CMAR's project manager, estimator, scheduler, and superintendent, and any other necessary personnel;
- CMAR will schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

**General Conditions (during Construction Phase)**

- Includes all project personnel on-site and home office, full time and part-time, necessary to manage the project site, including subcontractors and vendors, and administer the project to complete the construction project. At a minimum, the CMAR Firm will provide a Project Manager, Project Superintendent, and a Project Engineer. These personnel shall be located on-site in the CMAR's field office for the purpose of managing, coordinating, and directing all construction, administrative, and field activities. In addition, the CMAR Firm shall provide personnel for procurement, submittal reviews, cost estimating, scheduling, safety, quality control, clerical, and any other duties necessary to ensure all activities are performed in a timely and satisfactory manner. Include all labor burden, other

payroll charges, travel costs, per diem charges, and all other costs necessary to support project personnel;

- Includes all vehicles and equipment necessary to support project personnel. Include fuel, oil, maintenance, depreciation, and any other vehicle related costs;
- Includes a field office for on-site CMAR personnel to include all furniture, equipment, electric, HVAC, water service, sewer service, computer equipment, copiers, printers, internet service, office supplies and paper products, postage, shipping, document reproduction, lighting, telephone service and other appurtenances and office equipment as necessary to manage and administer the project. In addition to the CMAR personnel's field offices, the City designated Construction Inspector shall be provided an office to include all of the items above plus a chair, a desk, and one 4 drawer file cabinet. Toilet facilities and potable water for all construction workers shall be provided. This item shall include the setup, cleaning, and removal of all temporary facilities and utilities. The costs of all services, utilities, supplies, and chemicals shall be included;
- Includes site security; i.e. personnel, temporary structures, and facilities necessary to protect the construction site from damage and theft, including during non-construction hours. Storage containers shall be included as necessary;
- Includes all items related to safety such as safety meetings, training, supervision, and tools and devices necessary to provide a safe environment for all on site personnel including the City's personnel;
- Includes labor, dumpsters, and all necessary appurtenances to provide clean-up throughout the duration of the project and clean-up at the end of the project;
- Includes the timely removal and proper disposal of all construction debris;
- Includes completion of the Daily Reports, Progress Meeting minutes, RFI's, Schedules, Contingency Expenditure Logs, Change Orders including all back-up data (i.e. cost of equipment, man-hours, materials, etc.), and any and all other project documentation as necessary;
- Includes pre-construction, monthly aerial photographs, and construction progress photographs and video to effectively document the Work. The CMAR Firm shall provide all photos and videos monthly during the progress of the project and, in addition, provide the entirety of the project's photos and videos in electronic format to the City as part of the project closeout;
- Includes project signs as required by the construction documents or permits;
- Includes services necessary to layout, construct, and document the project improvements;
- Includes project surveying and engineering as necessary to complete the project;
- Includes updating as-built drawings no less than monthly during the construction of the project and providing the Design Engineer with redlined drawings suitable to prepare record drawings by the substantial completion date;
- Includes maintenance of construction traffic to ensure a safe working environment; and to ensure the entrance to the plant is accessible at all times, and plant operations and maintenance traffic is not impeded. This item shall include temporary staging of parking areas and driveways as necessary. Also to be included are traffic control devices, personnel, and flagging services, if necessary;
- Includes all services necessary to coordinate with vendors and contractors to start-up and place equipment into service, including field testing of equipment, provision of training to City personnel and video taping of training events. Also to include hard copies and

electronic copies of all necessary O&M manuals for all equipment installed, started-up, modified, and/or provided;

- Includes all materials testing to be procured by the CMAR Firm and performed by one of the City's existing continuing services contractors for materials testing.
- Includes obtaining, payment, and closeout of all construction permits, licenses, inspection fees, and governmental charges necessary for the prosecution of the Work. The estimated building permit fee shall be included as an allowance in the GMP Proposal and will be adjusted to the actual fee when known;
- Includes all activities necessary to ensure the plant remains in regulatory compliance and meets demands at all times. The contractor shall coordinate with plant staff to minimize impacts to plant operations; and
- Includes any and all other activities and costs the CMAR Firm will encumber not otherwise included in the above items.

**Contractor's Fee**

The CMAR Firm's profit on the construction work provided.

**Bonds**

The CMAR Firm's performance and payment bonds as required by the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects" and Contract Documents.

**Insurance**

The CMAR Firm's insurances for the project as required by the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects" and Contract Documents.

This project will REQUIRE Builders Risk Insurance for the Construction Phase of the Project.

In addition to the insurance requirements indicated in the Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects and Contract Documents, the following revisions to the insurance requirements shall be included in the CMAR's quote and are applicable only to this solicitation for CMAR Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at the Jerry Sellers Water Reclamation Facility:

1. Paragraph 5.5, ninth line, add "and Design Engineer" between the words "City" and "as".
2. Paragraph 10.1.b, second line, add ", including completed operations coverage," between the words "insurance" and "in".
3. Paragraph 10.1, add a new subparagraph: "h. Pollution Liability. Proof of pollution liability insurance covering third-party injury and property damage claims, including clean-up costs, as a result, of pollution conditions arising from Contractor's operations and completed operations shall be provided to the City for the minimum amount of $1,000,000 per occurrence and in the aggregate with a deductible not greater than

$25,000 per claim. This insurance shall be maintained for no less than three years after final completion."

4. Paragraph 10.1, add a new subparagraph: "i. Each policy shall contain a cross liability or severability of interest clause or endorsement."
5. Paragraph 10.1, add a new subparagraph: "j. Insurance covering specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, Contractor shall require Contractor's insurance carriers to waive all rights of subrogation against Owner, Engineer, Engineer's Consultants, and their respective officers, directors, partners, employees, and agents."
6. Under the Standard Insurance Requirements section, second paragraph, third line, add "and Design Engineer" between the words "City" and "as".
7. Under the Liability Insurance section, Paragraph 2., sixth line, add "and Design Engineer" between the words "Cocoa" and "be".

## PAYMENT

The CMAR Firm is quoting the Pre-Construction Services, General Conditions, Contractor's Fee, Bonds, and Insurance, to include any other work to manage the construction project exclusive of physical construction.

- The Pre-Construction Services Fee will be paid no more than once per month as a percent of actual pre-construction services completed as determined by the CMAR Firm and agreed upon by the City. A narrative description of services rendered for the month will be included with the pay application.
- The General Conditions Fee will be paid no more than once per month pro-rated over the approved construction schedule included with the executed GMP Amendment. The pro-rated payment will be adjusted in accordance with approved monthly schedule updates. Payment for the General Conditions Fee will not begin until the GMP Amendment is approved by the City.
- The Contractor's Fee will be paid no more than once per month as a percent of actual construction completion as determined by the CMAR Firm and agreed upon by the City. Payment for the Contractor's Fee will not begin until after the GMP Amendment is approved by the City.
- Bonds and Insurance may be billed 100% with the first Construction Phase pay request. The prices for Bonds and Insurance will be adjusted based upon the percentage cost of Bonds and Insurance in this Quote multiplied by the cost of the Work in the GMP.
- Prior to Final Payment, a true up of all expenses, overhead, profit, and work completed will be required.

# QUOTE FORM

## CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY

City of Cocoa

Proposal of

Wharton-Smith, Inc.

(Name)

750 Monroe Road, Sanford, FL 32771

(Address)

**To furnish all materials, service, equipment, and labor required, for CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY in accordance with this Invitation to Quote and the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".**

The undersigned agrees to commence the Work with an adequate force and equipment within ten (10) consecutive calendar days following receipt of the Notice to Proceed/Original Purchase Order. The Preconstruction Phase shall be complete once the GMP Proposal has been submitted by the CMAR Firm, approved by the City, and amended to this contract. The GMP Proposal shall be submitted at the 90% design phase which shall be dictated by the design schedule.

The Construction Phase shall commence upon the City's acceptance of the Construction Manager's GMP Proposal and the execution of the GMP Amendment. The commencement and completion time of the Construction Phase of the Work and the liquidated damages dollar amount per calendar day shall be included in the GMP Amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The construction cost of the Project, not included in this quote, will be included in the GMP Proposal. The GMP Proposal, if accepted, will be executed at the completion of the CMAR Firm's Pre-Construction Services as an amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The undersigned has carefully examined the Scope of Work contained within Attachment #1 to this Invitation to Quote (and its appendices referenced therein) and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with this Invitation to Quote and the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects", for the prices stated in the spaces herein provided. The cost of incidental work for which there are not specific contract items shall be included in the prices of the various contract items. No additional payment will be made therefore.

| CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY | | | | | |
|---|---|---|---|---|---|
| **Item** | **Description** | **Units** | **Percentage**** | **Estimated Construction Budget** | **Dollar Amount** |
| 1 | Preconstruction Services Fee | $ | NA | NA | $ 65,000 |
| 2* | General Conditions Fee | % | 10.85 % | $7,6000,000 | $ 824,600 |
| 3* | Contractor's Fee | % | 9.00 % | $7,6000,000 | $ 684,000 |
| 4* | Bonds | % | 0.80 % | $7,6000,000 | $ 60,800 |
| 5* | Insurance | % | 0.65 % | $7,6000,000 | $ 49,400 |
| **TOTAL BASE QUOTE** (Sum of Items 1-5) | $ 1,683,800 One million six hundred eighty-three thousand eight hundred **Dollars** (Grand Total Written in Words) | | | | |

*The dollar amount for items 2-5 is calculated by multiplying the percentage for each item by the estimated construction budget.
**Percentage shall be described to two decimal places.

**FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE QUOTE BEING DECLARED NON-RESPONSIVE.**

Receipt of Addenda Number(s) 1, 2 is acknowledged.

(Contractor's Signature) April 5, 2023 (Date)

Timothy S. Smith. President/CEO

**QUOTE ADDENDUM NO. 1**

**INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT**

**CITY OF COCOA**
**MARCH 28, 2023**

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

**PRE-QUOTE CONFERENCE (NON-MANDATORY):**

1. A non-mandatory pre-quote conference was held on March 16, 2023 at 10:00 a.m.

**PRE-QUOTE QUESTION(S):**

1. **Question:** What duration shall be used to estimate General Conditions during the construction phase?
   **Response:** The Work shall be substantially completed by December 31, 2024, or 18 months after issuance of Notice to Proceed to the CMAR, whichever occurs first. The CMAR is expected to provide a preliminary construction schedule upon selection to assist the City in determining the baseline schedule.

**The undersigned acknowledges receipt of this addendum to the solicitation documents.**

Bidder/Contractor Name:
Wharton-Smith, Inc.

Mailing Address:
750 Monroe Road, Sanford, FL 32771

Authorized Signatory

Timothy S. Smith
Printed Name

President/CEO
Title

April 5, 2023
Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**Failure to submit this form may be grounds for disqualification of your submittal**

**QUOTE ADDENDUM NO. 2**

**INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT**

**CITY OF COCOA**
**MARCH 29, 2023**

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

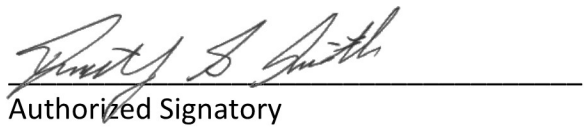
The following Response shall replace the Response to Question 1 of Quote Addendum No. 1 issued on March 28, 2023:

1. **Question:** What duration shall be used to estimate General Conditions during the construction phase?
   **Response:** The Work shall be substantially completed by December 31, 2024, or 18 months after ~~issuance of Notice to Proceed to the~~ ~~CMAR~~ the executed GMP Amendment, whichever occurs first. The CMAR is expected to provide a preliminary construction schedule upon selection to assist the City in determining the baseline schedule.

**The undersigned acknowledges receipt of this addendum to the solicitation documents.**

Bidder/Contractor Name:
Wharton-Smith, Inc.

Mailing Address:
750 Monroe Road, Sanford, FL 32771



Authorized Signatory

Timothy S. Smith
Printed Name

President/CEO
Title

April 5, 2023
Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**Failure to submit this form may be grounds for disqualification of your submittal**

# CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY

## Quote Tabulation

| | Petticoat-Schmitt | | Wharton-Smith | | Garney | |
|---|---|---|---|---|---|---|
| Preconstruction Services | $ 240,000 | | $ **65,000** | | $ 75,000 | |
| General Conditions Fee | 26.91% | $ 2,045,000 | 10.85% | **$ 824,600** | 16.00% | $ 1,216,000 |
| Contractor's Fee | 12.00% | $ 911,625 | 9.00% | **$ 684,000** | 10.00% | $ 760,000 |
| Bonds | 1.34% | $ 102,000 | 0.80% | **$ 60,800** | 0.50% | $ 38,000 |
| Insurance | 1.45% | $ 110,000 | 0.65% | **$ 49,400** | 0.25% | $ 19,000 |
| **TOTAL BASE QUOTE** | **$ 3,408,625** | | **$ 1,683,800** | | **$ 2,108,000** | |

**RESOLUTION NO. 2023-037**

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, at the Regular meeting assembled on the 25th day of April, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# City of Cocoa Budget Adjustment Form FY 2023 - 23-064-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 04/06/23

## 'REVENUE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 2,829,818 | 424-0000-381.91-21 | WS22IR | Trx from 421 to 424 | $ 0 | $ 0 | $ 2,829,818 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 2,829,818 | TOTAL | | | | | | |

## 'EXPENSE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 2,829,818) | 421-4120-536.63-00 | WS16SF | Infrastructure | $ 0 | $ 0 | ($ 2,829,818) | $ 0 |
| $ 2,829,818 | 421-4010-581.91-24 | WS16SF | Trx to 424 from 421 | $ 0 | $ 0 | $ 2,829,818 | $ 0 |
| $ 2,829,818 | 424-4055-536.63-00 | WS22IR | Infrastructure | $ 0 | $ 0 | $ 2,829,818 | $ 0 |
| ($ 300,000) | 424-4120-536.63-00 | WS22IR | Infrastructure | $ 0 | $ 0 | ($ 300,000) | $ 0 |
| $ 300,000 | 424-4055-536.63-00 | WS22IR | Infrastructure | $ 0 | $ 0 | $ 300,000 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 2,829,818 | TOTAL | | | | | | |

**REASON/JUSTIFICATION FOR ADJUSTMENT:**

The Influent Pump Station and Transfer Pump Station Rehabilitation Projects, originally designed under the Flow Improvements Project WS16SF, are being merged with the Internal Recycle Pump Replacement (IRP) Project (WS22IR) due to multiple approaching compliance deadlines on each project, and will be constructed by the same contractor. In order to effectively and efficiently manage the combined project, the project will be performed under a single project number and account number. Additionally, the two account numbers serving WS22IR both support the same IRP Replacement Project and funding is being merged into one account number. Agenda 23-237.

**Council/Board APPROVAL REQUIRED? *YES*** (●) ***NO*** ( ) ***DATE APPROVED:*** 04/25/23 ***RESOLUTION #:*** 2023-037

***City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.***

| | | | | | |
|---|---|---|---|---|---|
| 4/6/23 | John Perrin Digitally signed by John Perrin Date: 2023.04.06 16:19:19 -04'00' | 4/11/23 | Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.11 12:26:43 -04'00' | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| 4/7/23 | Katherine Ennis Digitally signed by Katherine Ennis Date: 2023.04.07 09:25:33 -04'00' | 4/11/23 | Lora Howell Digitally signed by Lora Howell Date: 2023.04.11 12:33:37 -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 #: _____

# Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

| Construction Manager at Risk Services for Water and Wastewater Plant Projects | 2023-03 |
|---|---|
| Name of CSA (Continuing Service Agreement) | TASK ORDER NUMBER |

Date: 04/06/23 City Bid Number: RFQ 19-04-COC AMOUNT: $ 65,000.00

Vendor Name: Wharton-Smith, Inc. Quote/Proposal Number: 2023-03

Dept. Number/Division Name: Utilities/Engineering

Project Name: Internal Recycle Pump Replacement Project Number: WS22IR

Please use this section only if you are revising the original task order, which will generate a change order.

**AMENDMENT**

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: _____

Scope of Services; Justification for Amendment

This Task Order is for Preconstruction Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project. Quotes were solicited from all three pre-qualified CMAR firms, and Wharton-Smith, Inc. was the lowest responsive quote. (Note: While the quote also includes estimated amounts for construction-phase services, the actual construction amount may change pending the CMAR's Guaranteed Maximum Price (GMP) proposal at the 90% design phase. The estimated construction amount is included in order to determine the percentage of the cost applicable to the CMAR firm. Approval for those costs will be requested at a later date.)

Design is Construction Related: ☐ YES ☐ NO ☑ N/A Good Faith Estimate of Construction Value: _____

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☑ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

_____ Requestor

_____ Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2023-03

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

_____ Purchasing & Contracts Division Manager

_____ City Manager (Purchases not to exceed $50K)

_____ Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

# Continuing Service Agreement Track Sheet

## RFQ-19-04-COC

**PURCHASING DEPARTMENT**
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Construction Manager at Risk for W & WW Plant Project

Total Task Orders: $20,418,145.56

Department: Utlities | Start Date: 1/3/2019 | Paid: $19,838,408.55

# Task Orders Issued: 3 | End Date: | # Extensions 0 | Encumbered: $0.00

| Contract # | RFQ-19-04-COC C | Vendor | Wharton Smith | Expires | | $20,418,145.56 | $19,838,408.55 | $0.00 |
|---|---|---|---|---|---|---|---|---|
| Task Order | Task Details | | | Approved | Status | Task Order Amt. | Paid | Encumbered |
| 2019-01 | Preconstruction services Chemical Conversation and Reliability; Requested by Jack Walsh; Project # WS1404; PO/RQ#: 74281-38068; | | | 2/13/2019 | Completed | $10,000.00 | $10,000.00 | $0.00 |
| 2020-02 | Construction services Chemical Conversation and reliability improvements project; Requested by Katherine Ennis; Project # WS1404; PO/RQ#: 76454-40641; | | | 3/25/2020 | Completed | $20,343,145.56 | $19,828,408.55 | $0.00 |
| 2023-03 | Internal Recycle Pump Replacement; Requested by John Perrin; Project # WS22IR<br>Notes: Task Order # provided to John [DK-12/21/22]<br>Emailed Task Order to Brian [DK-04/07/23] | | | | Pending | $65,000.00 | $0.00 | $0.00 |

# INVITATION TO QUOTE:
# CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY

This Invitation to Quote issued on March 6, 2023 is restricted to those firms prequalified under City of Cocoa RFQ # Q-19-04-COC, Construction Manager at Risk (CMAR) Services for Water and Wastewater Plant Projects.

Quote shall be dropped off with the receptionist at the City of Cocoa Utilities Building located at 351 Shearer Blvd., Cocoa, FL 32922, or emailed to John Perrin (jperrin@cocoafl.gov) and Katherine Ennis (kennis@cocoafl.gov) by **3:00 p.m., April 5, 2023.**

A non-mandatory site visit meeting will be held at 10:00 a.m., March 16, 2023 at the Jerry Sellers Water Reclamation Facility, located at 375 N. Cocoa Blvd., Cocoa, FL 32922.

All questions about the meaning or intent of this Invitation to Quote shall be submitted via email to John Perrin (jperrin@cocoafl.gov) and Katherine Ennis (kennis@cocoafl.gov). The deadline for submitting questions is 5:00 p.m. March 22, 2023. Questions received after this deadline will not be answered. A written response, in the form of an addendum, will then be issued on or around March 29, 2023 to all who have received the Invitation to Quote.

This Invitation to Quote is made under and in accordance with the terms of the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The City reserves the right to reject any or all Quotes, with or without a cause; to waive technical errors and informalities; and to accept the Quote which, in its judgment, best serves the City.

The Contract Documents consist of the following documents, which in the event of conflicting information, shall be given precedence in the following order:

- Invitation to Quote;
- Attachment # 1 Scope of Services, including Appendices A and B referenced therein;
- Executed Task Authorization;
- RFQ # Q-19-04-COC;
- Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects.

# QUOTE FORM

## CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY

City of Cocoa

Proposal of

_____

(Name)

_____

(Address)

**To furnish all materials, service, equipment, and labor required, for CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY in accordance with this Invitation to Quote and the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".**

The undersigned agrees to commence the Work with an adequate force and equipment within ten (10) consecutive calendar days following receipt of the Notice to Proceed/Original Purchase Order. The Preconstruction Phase shall be complete once the GMP Proposal has been submitted by the CMAR Firm, approved by the City, and amended to this contract. The GMP Proposal shall be submitted at the 90% design phase which shall be dictated by the design schedule.

The Construction Phase shall commence upon the City's acceptance of the Construction Manager's GMP Proposal and the execution of the GMP Amendment. The commencement and completion time of the Construction Phase of the Work and the liquidated damages dollar amount per calendar day shall be included in the GMP Amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The construction cost of the Project, not included in this quote, will be included in the GMP Proposal. The GMP Proposal, if accepted, will be executed at the completion of the CMAR Firm's Pre-Construction Services as an amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The undersigned has carefully examined the Scope of Work contained within Attachment #1 to this Invitation to Quote (and its appendices referenced therein) and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with this Invitation to Quote and the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects", for the prices stated in the spaces herein provided. The cost of incidental work for which there are not specific contract items shall be included in the prices of the various contract items. No additional payment will be made therefore.

| **CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY** | | | | | |
|---|---|---|---|---|---|
| **Item** | **Description** | **Units** | **Percentage**** | **Estimated Construction Budget** | **Dollar Amount** |
| 1 | Preconstruction Services Fee | $ | NA | NA | $ |
| 2* | General Conditions Fee | % | % | $7,6000,000 | $ |
| 3* | Contractor's Fee | % | % | $7,6000,000 | $ |
| 4* | Bonds | % | % | $7,6000,000 | $ |
| 5* | Insurance | % | % | $7,6000,000 | $ |
| **TOTAL BASE QUOTE** (Sum of Items 1-5) | | $_____ _____ **Dollars** (Grand Total Written in Words) | | | |

*The dollar amount for items 2-5 is calculated by multiplying the percentage for each item by the estimated construction budget.
**Percentage shall be described to two decimal places.

**FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE QUOTE BEING DECLARED NON-RESPONSIVE.**

Receipt of Addenda Number(s)_____is acknowledged.

_____ _____

(Contractor's Signature) (Date)

## VIII. CITY BUSINESS:

1. Approve a Resolution Amending the FY2019 Budget to Allow for Additional Work on Groundwater Filters #5 and #6; To Authorize the City Manager to Execute and Approve Change Order #3 to P.O. 72151, Project WS18FM; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $25,000 (Approximately 5% of the remaining work). (18-470). (Utilities Director)

    - **Approved. Resolution to be executed and distributed as necessary.**

2. Approval to temporarily increase the number positions (head count) in the Fire Department, for a part time Administrative Secretary for up to 90 days, while the full time Administrative Secretary is out on a leave of absence without pay. (18-525). (Fire Chief)

    - **Approved.**

**MULTI-YEAR CONTRACTS:**

3. ~~2~~. Approve the Final Ranking of the Firms for RFQ-19-04-COC, Construction Manager at Risk (CMAR) Services for Water and Wastewater Plant Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Three Top-Ranked Firms. (18-464). (Utilities Director)

    - **Approved.**

## IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 09/30/2018. (18-486). (Finance Director)

2. Fiserv Solutions, Inc. Contract Clarification. (18-501). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (18-510). (Finance Director)
4. FY 2018 Budget Adjustment Report. (18-511). (Finance Director)

    - **No formal actions were taken under the Informational Agenda.**

# REQUEST FOR QUALIFICATIONS

**Construction Manager at Risk Services for Water and Wastewater Plant Projects**
**City of Cocoa, Florida**

# RFQ # Q-19-04-COC

**September 14, 2018**

# Request for Qualifications (RFQ) #Q-19-04-COC
# Construction Manager At Risk Services for Water and Wastewater Plant Projects

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

**ISSUE DATE: August 13, 2018**
**QUALIFICATIONS MUST BE RECEIVED PRIOR TO 4:00 P.M. ON September 14, 2018**

PURCHASING DIVISION CONTACT: SONJA HAMILTON
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: shamilton@cocoafl.org

| PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL | |
|---|---|
| Vendor Name:<br><br>Address:<br><br>City, State, Zip:<br><br>Phone Number:<br><br>Fax Number:<br><br>E-Mail Address:<br><br>FEIN Number: | Do you accept Master Card? □ YES □ NO<br>Do you accept Visa? □ YES □ NO<br>List of Deviations (if any) attached<br>Yes___No___<br><br>If submitting a "NO RESPONSE", state reason:<br>_____<br>_____ |

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and Five (5) copies of all responses and required attachments must be executed and submitted in a sealed envelope or box. The proposal package shall delivered in sealed envelopes or boxes. Respondent shall mark each envelope/box; **RFQ# Q-19-04-COC, Construction Manager At Risk Services for Water and Wastewater Plant Projects**. Respondent's name and return address must be clearly identified on the outside of the envelope. Proposals shall include the Title Page; clearly indicating the legal name, address and telephone number of the proposer (company, firm, partnership, or individual). The signatory shall have the authority to bind the proposer to the submitted proposal.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank respondents to this RFQ. **The final ranking of the qualifications and proposals of all respondents by the City does not guarantee that any of the highest ranked respondents will be selected to perform the services required by this RFQ.** The City at its sole discretion, will initiate negotiations to enter into two (2) or more written agreements with selected respondents pursuant to this RFQ. Said agreements shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful respondent offering fair, competitive, and reasonable prices for their services and the respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any respondent at any time. Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in section I of this RFQ.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

_____
Name of Respondent

_____
Authorized Signature

_____
Name & Title

_____
Date

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# SECTION I

The City of Cocoa (hereinafter referred to as the "City"), incorporated October 1, 1895, is a political subdivision of the State of Florida. The legislative branch of the City is composed of five elected Council Members, one of which is the Mayor. The City Manager is responsible for the execution of Council's established and adopted policy. *(Please visit our official web site, www.cocoafl.org)*

PURCHASING DIVISION
65 Stone Street, Cocoa, Florida, 32922

Sonja Hamilton, Purchasing/Contracts Manager
(321) 433-8833 | shamilton@cocoafl.org

The City is requesting Statements of Qualifications from experienced Construction Management At Risk (CMAR) Firms (hereinafter referred to as "CMAR Firm") for Construction Manager At Risk Services to include Preconstruction and Construction Phase Services for anticipated projects at the following locations; the Claude H. Dyal Water Treatment Plant located at 28400 State Route 520 Christmas, Florida, the Jerry Sellers Water Reclamation Facility located at 375 N. Cocoa Boulevard Cocoa, Florida, and the water booster pump facilities located in the distribution system.

The City's objective is to select two (2) or more CMAR Firms to serve as the firm(s) that will be required to assist the City in Preconstruction and Construction Phase Services of the projects listed in this RFQ. The selected CMAR Firm(s) will enter into a Continuing Services Agreement with the City of Cocoa to perform work as a Utility CMAR Firm for a three (3) year period, renewable for two 2-year periods.

In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ or through other bidding procedures, other firms to handle identified projects if the City deems it in the City's best interests to do so.

## PROPOSAL SUBMITTAL DESCRIPTION

This proposal document is a Request for Qualifications. The intent of this qualifications submittal is for respondents to indicate their interest, team qualifications, relevant experience with similar projects, preconstruction and construction phase approach, financial capability, and organizational structure. Please see Section III for detailed information on the submittal documents required.

The City will negotiate an Agreement with the top ranked Proposers, subject to approval by the City Council. The City anticipates entering into two (2) or more contracts with the CMAR Firms who submit proposals judged to be the most advantageous to the City.

All interested Proposers shall be required to comply with Section 255.05 Florida Statutes regarding payment and performance bond requirements.

The Proposer understands that this proposal document does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are reviewed and accepted by the Cocoa City Council and both parties execute a contract.

**PROPOSAL DUE DATE & TIME:** **September 14, 2018, BY 4:00 P.M.**, Proposal packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 4:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining the time that packages are received and for determining late responses.

All proposal information and required attachments must be executed and submitted in a separate sealed envelope or box. Respondent shall mark each envelope/box; **RFQ# Q-19-04-COC, Construction Manager At Risk Services for Water and Wastewater Plant Projects**. Respondent's name and return address must be clearly identified on the outside of the envelope. Proposals shall include the Title Page; clearly indicating the legal name, address and telephone number of the proposer (company, firm, partnership, or individual). The signatory shall have the authority to bind the proposer to the submitted proposal.

The proposal documents submitted shall constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Respondents shall submit six (6) complete sets; one (1) original (marked "ORIGINAL"), and five (5) copies of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The RFQ and any Addendums are available online at http://www.demandstar.com.

Responses not submitted in the format set forth herein may be rejected by the City.

The City shall not be liable for any expense whatever incurred in connection with preparation of a response to this Request for Qualifications (RFQ). The Proposer shall prepare a Proposal with the understanding that no claim for reimbursement shall be submitted for the expense of the proposal preparation and/or the oral or written presentation(s). Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

For information concerning procedure for responding to this Request for Qualifications, contact Sonja Hamilton, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Sonja Hamilton, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via fax at (321) 433-8860 or e-mail at shamilton@cocoafl.org. Questions received less than **ten (10)** calendar days prior to the due date for the responses will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response.

**ANTI-LOBBYING PROVISION**

**COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE PROFESSIONAL SERVICES REVIEW COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.**

## PROPOSAL SUBMISSION AND WITHDRAWAL

This RFQ package and any addendums may be obtained at www.demandstar.com. The complete responsibility for obtaining, completing, and submitting this request for sealed proposals to the City of Cocoa Purchasing Department shall be solely and strictly the responsibility of the Proposer. Proposals received after the time and date stipulated shall be considered non-responsive and returned to the Proposer unopened. Proposals will be publicly recorded. Late proposals will not be accepted. The Purchasing Manager or designee will be the official and final authority for determining late proposals.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Council. Proposal documents are exempt from public record for a period of thirty (30) days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, by the Florida Statutes.

## PROPOSAL SPECIFIC DEFINITIONS

CMAR FIRM - The selected construction management at-risk contractor who will provide pre-construction and construction management services for the projects assigned by the City.

CONTRACTOR'S FEE - The CMAR Firm's profit on work expressed as a percentage of the estimated cost of the construction work for the Project.

GENERAL CONDITIONS FEE - The Overhead Services for the construction phase exclusive of physical construction expressed as a percentage of the cost of the construction work for the Project. A detailed scope of services will be included with the Bid documents for each specific Project.

GUARANTEED MAXIMUM PRICE (GMP) - The construction price agreed to between the CMAR Firm and the City (as set forth in the GMP Amendment to the Contract for the Project) and is the maximum total Project Price that the CMAR Firm guarantees not to exceed for the Construction Phase of the Project and shall not include the services rendered under the Preconstruction Phase.

GMP AMENDMENT – A document that outlines the scope of the work, the technical documents,

assumptions, clarifications, technical exclusions, project schedule and GMP Proposal for the Project. The executed GMP Amendment shall automatically become a part of the City's and CMAR Firm's executed contract and shall establish, the GMP, Key Supervisory personnel for the Project, the Contract duration for the Project, Liquidated Damages, and all required bond and insurance documents.

GMP PROPOSAL - A Price proposal that includes Contractor's General Conditions, Cost of the Work, Payment and Performance Bond costs, insurance costs, contingency and overhead and profit. The GMP Proposal shall be based upon the Drawings and Specifications and the Contract Documents.

OPEN-BOOK PROCESS - The process used for establishing costs and subsequent GMP. The process requires the cost to be developed in a completely transparent manner, with no hidden costs or inflated amounts. Transparency means full, confidential disclosure of all the details and can include third party verification, if required. Construction estimates should be based on the actual cost of work. This can mean actual labor, expenses, materials, equipment, and production rates for the self-performed scope, combined with stand-alone subcontractor quotes obtained via a best-value, competitive bidding approach.

PRECONSTRUCTION SERVICES FEE - The fixed fee for the CMAR Firm's Preconstruction Phase Services, which fee includes all direct and indirect costs incurred by the CMAR Firm in the proper performance of the Preconstruction Services. A detailed scope of services will be included with the Bid documents for each specific Project.

VALUE ENGINEERING - A project evaluation technique used during the Preconstruction Phase which seeks to reduce costs and/or increase value by analyzing the functional requirements of a project's materials, methods, components and subsystems consistent with specified performance, reliability, maintainability, aesthetic, safety, and security criteria to ensure that it provides the best use of available Project funds.

## STANDARD TERMS AND CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa.

ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the contract.

AWARD - Award shall be generally made to the firm that demonstrates technical capability while most closely meeting the city's needs according to the evaluation criteria and factors designated in the solicitation. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful respondent negotiating acceptable terms under a Services Agreement. **Respondents are hereby notified that should a respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered. The successful respondent shall be the one that is not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a contract or rejected all of the proposals at its sole discretion.

CANCELLATION - The City shall have the right to unilaterally cancel, terminate or suspend this proposal, in whole or in part, by providing the firm thirty (30) calendar days' written notice by certified mail.

CONFLICT OF INTEREST - The respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

DISCRIMINATION STATEMENT - An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and may not transact business with any public entity.

DRUG FREE WORKPLACE - The City of Cocoa is a Drug Free Workplace. The attached Drug Free Workplace Form must be returned to this office with the proposal.

ECONOMY OF PREPARATION - The responses should be prepared simply and economically, providing a straightforward, concise description of the respondent's qualifications and ability to fulfill the requirements of the RFQ.

FISCAL NON-FUNDING CLAUSE - In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Proposer of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

F.O.B. POINT - Products and materials related to the Project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

MINORITY BUSINESS ENTERPRISE (MBE) - M/WBEs are encouraged to participate in the proposal process. All MBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section

287.0943 Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431 Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the RFQ submission.

NON-DISCRIMINATION - The successful respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - The respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation. The City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Section 218.70 Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. Unless otherwise directed in the contract for services, all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

PERFORMANCE EVALUATION – At the end of the contract the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List.

PUBLIC PRESENTATIONS - The Professional Services Review Committee (PSRC) may require oral presentations, and question and answer sessions by at a minimum of two (2) firms, regarding their qualifications, approach to the Project, and ability to furnish the required services. The City shall not be responsible for any expenses incurred for public presentations.

PUBLIC RECORDS - Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01 Florida Statutes (The Public Records Law.) Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFQ response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under Section 119.07 Florida Statutes and other applicable laws. If the respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA**

**STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:** (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

REGULATIONS - Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

RESERVED RIGHTS - The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City. The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. The firms upon request shall provide information the City deems necessary in order to make a determination.

TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.

TERMINATION FOR CAUSE - If a respondent is awarded a contract under this RFQ, the successful respondent is hereby on notice that the contract shall be subject to termination in the event that the respondent breaches the contract, or respondent fails to fulfill in a timely and proper manner its obligations under this contract, or if the respondent is declared bankrupt or insolvent, or respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the respondent, terminate the right of the respondent to proceed under the contract, and may hold the respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the respondent under the contract shall, at the option of the City, become the City's property and the respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the respondent, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the respondent can be determined.

TERMINATION FOR CONVENIENCE - If a respondent is awarded a contract under this RFQ, the successful respondent is hereby on notice that the contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the contract by giving written notice to the respondent thirty (30) days prior to the effective date of such cancellation.

TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent, they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

## SPECIAL TERMS & CONDITIONS

ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS - If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Onvia DemandStar at http://www.demandstar.com. Respondents are responsible to check this location for updates.

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION - The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on DemandStar at www.demandstar.com, the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent (contractor) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, attorneys, representatives and employees (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform contractor's obligations pursuant to this RFQ and any subsequent contract."

LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

"The City desires to enter into this contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the contract, so that the City's liability for any breach never exceeds the sum of any contract amount that is owed by the City for services actually performed by the respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, respondent expresses its willingness to enter into this contract with the knowledge that the respondent's recovery from the City to any action or claim arising from the contract is limited to a maximum amount of the sum of any contract amount that is owed by the City for services actually performed by the respondent to the City's complete satisfaction. Nothing contained in this paragraph or elsewhere in this contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION - The respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

TERMS - The Contract awarded and entered into under this RFQ shall be specific to this Project and subject to deadlines mutually agreed to by the parties. Therefore, the contract term will be based on the schedule agreed to under the contract for the **RFQ# Q-19-04-COC**, **Construction Manager At Risk Services for Water and Wastewater Plant Projects** and shall be subject to the City's right to terminate the Contract for cause or convenience. Any extension to the contracted schedule will be negotiated as a Change Order to the contract and shall be the CMAR's sole and exclusive remedy for delay, disruption, interference, inefficiency, acceleration, hindrance, and costs thereto. Liquidated damages will be assessed for exceeding Project substantial completion and final completion deadlines and will be specified in the GMP Amendment.

## STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the City's Project Manager **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

## LIABILITY INSURANCE

### 1. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $5,000. It is further required that the City of Cocoa be named as an additional

insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:**

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000.00 and with a deductible not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

**AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS**

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance, $1,000,000 per occurrence, and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

**PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS**

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance; minimum $1,000,000 per claim / $1,000,000 aggregate, and submit proof of same in the form of a certificate of insurance before work is begun.

**ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS**

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

**BUILDER'S RISK INSURANCE**

Builders Risk Insurance may be required as determined by the City on an individual Project basis.

**WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS**

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

**BONDS (Applicable to construction phase only)**

Performance and Payment Bonds may be required for a Project in compliance with Section 255.05 Florida Statutes.

## END OF SECTION I

# SECTION II

## 1. GENERAL INFORMATION

The City is requesting Statements of Qualifications from experienced CMAR Firms for Construction Manager At Risk Services to include Preconstruction and Construction Phase Services for anticipated projects at the following locations; the Claude H. Dyal Water Treatment Plant located at 28400 State Route 520 Christmas, Florida, the Jerry Sellers Water Reclamation Facility located at 375 N. Cocoa Boulevard Cocoa, Florida, and the water booster pump facilities located in the distribution system.

The City's objective is to select two (2) or more CMAR Firms to serve as the firm(s) that will be required to assist the City in Preconstruction and Construction Phase Services of the projects listed in this RFQ. The selected CMAR Firm(s) will enter into a Continuing Services Agreement with the City of Cocoa to perform work as a Utility CMAR Firm for a three (3) year period, renewable for two 2-year periods.

In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ or through other bidding procedures, other CMAR Firms to handle identified projects if the City deems it in the City's best interests to do so.

Firms submitting for this RFQ must have Construction Manager At Risk (CMAR) experience.

## 2. SCOPE OF SERVICES

The proposed projects will utilize the Construction Management At Risk (CMAR) project delivery method, and will consist of two phases; Preconstruction and Construction.

- **Preconstruction Phase Services:**

The CMAR Firm will provide preconstruction services to support the City's chosen Design Engineer in developing the design. These services will include:

- Scheduling
- Open Book Cost Estimating at each design milestones and as needed to help evaluate technical options
- Constructability Reviews
- Value Engineering
- Attendance at meetings and workshops
- Development of construction management, quality management, safety, and risk management plans as needed per project
- Other related services as needed per project

At approximately 90% design, the following will also be submitted:

- Final development of subcontractor bid packages
- Bidding to subcontractors
- Development of the Guaranteed Maximum Price (GMP) submittal. The Preconstruction Services Phase will culminate when the CMAR Firm presents to the City a GMP and the GMP construction schedule (to include the contract time and date of substantial and final completion) for the project.

- **Construction Phase Services (General Conditions):**

The CMAR Firm will be responsible for the following construction phase services for each Project to include:

- Construct the Work per the approved for construction Contract documents and

applicable laws
- Project management of construction site, staff, and subcontractors
- Establish a critical path method schedule for the Project with monthly updates or as needed
- Follow project procedures to track, expedite, and process all submittals, change orders, and requests for information
- Receive and manage equipment and materials
- Construction temporary facilities and utilities
- Provide Project Site Security and Safety
- Traffic Maintenance and any required MOT
- Review and process shop drawings and other documents for submission to Design Engineer and City
- Pre and Post Construction photos and video, as well as progress photos and videos as needed. The video shall be submitted in HD Quality DVD format
- Maintain As-Built Information
- Project surveying
- Location of all utilities in the immediate area of proposed work utilizing subsurface utility engineering (SUE) methods may be required for certain projects
- Secure necessary construction permits and maintain compliance with the permits
- Supervise and direct the Work and be responsible for the construction means, methods, techniques, sequences, and procedures for the Work
- Coordinate and schedule all required inspections
- Maintain construction site in a neat, safe, and professional manner
- Manage storm water runoff and dust
- Expedite and coordinate the delivery, storage, and installation of any Owner-procured material and equipment with the supplier
- Complete all construction phase services and work and conduct startup, commissioning, and performance testing
- Project Closeout including providing the necessary documentation and certificates
- Other related services as needed to successfully construct each project

The above preconstruction and construction services are a representative list, a detailed list of these services will be included in the bidding package for each individual project.

## 3. RFQ PROPOSED PROJECTS

**Proposed Water Projects**

The Claude H. Dyal Water Treatment Plant (Dyal WTP) consists of a surface water treatment plant with a rated capacity of 12 MGD, expandable to 24 MGD, and a fully built out ground water treatment plant rated to treat 60 MGD. Average daily flows from the Dyal WTP annually are approximately 22.7 MGD. The disinfection system in place utilizes 4 ammoniators and 11 chlorinators, with associated storage and supply systems.

A. Chemical Conversion and Reliability Improvements Project
- Chlorine gas and anhydrous ammonia conversions at the Dyal WTP.
- Installation of a redundant 54-inch pump discharge transmission main and associated flow meter and vault. Included in this portion of work are new Generator and High Service Pump Buildings to include; associated mechanical piping, flow meter and vault, controls, piping connecting transfer pump line to suction line, new emergency generators, and refurbishment and relocation of the existing high service pumps #2 and #3.
- Addition of a pressurized water main to create a loop to feed the existing 8 inch main

loop on the south half of the plant site.
- Plant site improvements to include a new maintenance/training building, modifications to the plant main entrance road, improvements to main entrance security, other security improvements, and associated drainage improvements.

B. Banana River Pump Station Improvements
- Replacement of the two existing 2MG tanks at the Banana River Tank Site
- Improvement to the chemical feed systems

C. Viera Pump Station Chloramination Conversion
- Change existing chlorination system to a chloramination system to include new chemical injection system and associated infrastructure

D. Groundwater Filter Effluent Pipe Connection to Surface Water Clearwell
- Connection of the groundwater filter effluent to the new surface water clearwell effluent pipe

E. Improvements to the Ozone System at the Dyal WTP
- Chiller Replacement and Generator Improvements
- Improvements to the Ozone System Contactor

F. Re-Carbonation Basin Expansion, Reconfiguration, and Improvements

G. Installation of third Sulfuraetor and Multipurpose Building at the Wewahootee site

H. Replacement of Dyal Finished Water 5MG Steel Ground Storage Tank

I. Surface Water (SW) Dewatering Improvements
- Update of the SW polymer feed system and associated controls.
- Building improvements to include HVAC and structural repairs

J. Rehabilitation of the Lime Residual Gravity Thickener Nos. 1, 2, and 3
- Complete replacement of Gravity Thickener No. 3
- Rehabilitation of Gravity Thickener Nos. 1 and 2
- Dewatering Storage Improvements
- Building Improvements

K. Wellfield Security Improvements
- Increased security of our western wells to include fencing, cameras, lighting, and motion sensors.
- Includes associated fiber installation

**Proposed Wastewater Projects**

The Jerry Sellers WRF is a 4.5 MGD AADF biological nutrient removal (BNR) facility providing tertiary treatment to allow wastewater effluent to be reclaimed for use in landscape irrigation. The BNR process is a modified five-stage Bardenpho process designed to remove carbonaceous biological oxygen demand (CBOD5), total nitrogen, and total phosphorus. Secondary clarification and tertiary filtration are provided to remove total suspended solids (TSS), followed by disinfection.

A. Biosolids Improvements Project

- Improvements to the Jerry Sellers WRF biosolids treatment, including the replacement of existing belt filter presses and improvements to the existing building, addition of Aerobic Digester No. 3, and the replacement of the Aerobic Digester Blowers.

B. Chemical Storage Relocation
   - Relocating the chemical storage and feed facilities for greater control and automation of the process.

C. Internal Recycle Pump Replacement

D. Local Control Panel (LCP) # 1 Rehabilitation

E. Reclaimed Water Pump Replacements

F. Replacement of Motor Control Center (MCC) #7 and #8

G. Transfer Pump Replacements

H. Construction of valve vault and replacement of valves located near the digesters

The above listed capital projects are a general description, specificity will be clarified as the projects are developed and proposed.

The work under this RFQ will be on an as-needed basis. When a project is identified by the City, the City will notify each CMAR Firm under contract of the project and supply relevant information concerning the project (for example specifications, design drawings, sketches, and schedule expectations). CMAR Firms will be given the opportunity to submit a proposal based on project information. The proposal shall include the Firm's Preconstruction Phase Services Fee (lump sum amount), General Conditions (percentage of the estimated cost of construction), Contractors Fee (percentage of the estimated cost of construction), and insurance and bond costs (percentage of the estimated cost of construction). The Firm's response time for developing a proposal when notified of a project will be based on the type of work to be assigned and will be stipulated by the City; however, the Firm will typically be expected to respond between 10 days and 30 days as determined by the City. The City will review the proposals submitted and select based on the lowest, most responsive bid. If for any reason a Contractor's work schedule will not allow them to perform the requested work, then the next lowest bidder will be contacted to perform the requested work assignment. It is anticipated the City will hire at least two (2) firms to perform a portion or all of the services listed above.

Qualified firms wishing to respond to the RFQ must provide all services described in this document, whether directly or through sub-contractors. The City reserves the right to approve or disapprove any sub-contractors. This does not, however, limit the use of qualified sub-contractors. The Successful Proposer(s) will appoint one of their employees as the key contact for approval by the City.

**NOTE:** The City reserves the right to solicit proposals for any project and award a Contract for services for such project separate and apart from the Contract entered into pursuant to this RFQ.

## 4. MINIMUM EXPERIENCE & QUALIFICATIONS

- In accordance with Chapter 489, Florida Statutes, the CMAR Firm must be a licensed General Contractor in the State of Florida and must be authorized to conduct business in Florida.
- CMAR Firm must have past CMAR experience with municipalities or public entities in the State of Florida.
- CMAR FIRM must document a minimum of twelve (12) years of experience in construction of water and wastewater treatment plant projects.
- CMAR FIRM must have successfully completed at least three (3) projects of similar scope, size and complexity as those listed in Section II of the RFQ within the past ten (10) years.
- CMAR FIRM's designated Project Manager(s) must have a minimum of 10 years of experience in water and wastewater plant construction projects, with a minimum of five (5) years' experience in the management of CMAR projects.
    - The individual should have served as a Project Manager on a minimum of three previous projects of similar scope, size and complexity in the State of Florida.

## 5. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

All proposal information and required attachments must be executed and submitted in a sealed envelope or box. Respondent shall mark each envelope/box; **RFQ# Q-19-04-COC, Construction Manager At Risk Services for Water and Wastewater Plant Projects**. Respondent's name and return address must be clearly identified on the outside of the envelope. Proposals shall include the Title Page; clearly indicating the legal name, address and telephone number of the proposer (company, firm, partnership, or individual). The signatory shall have the authority to bind the proposer to the submitted proposal.

When compiling their responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; do not use three ring binders or permanent binding of any kind; clips and spiral binding are allowed, and sections should be compiled and tabbed in the **sequence listed in the CHECKLISTS below**.

It is the intent of the City that all experienced firms responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these documents. The City will consider all responsive and responsible packages received in its evaluation and award process.

All proposal preparation expenses are to be borne by the proposer.

## END OF SECTION II

# SECTION III

## 1. RFQ SUBMITTAL DOCUMENTS

**Respondents must include the following information in their proposal:**

The City wishes to assess the respondent's experience with services that are similar to those described in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the information required in this RFQ.

Proposers are cautioned that this submittal shall not exceed 50 single-sided pages on 8 1/2" x 11" paper not including tabs and Title Page/Title Form, required checklist, copies of any licenses, and the required forms in Section VI. 11" x 17" pages are allowed for illustrations, construction schedules, charts, tables, exhibits, etc. and will count as one (1) page towards the fifty (50) page limit as long as such pages do not contain information reasonably determined as additional document text. ***Responses exceeding these limits may be considered non-responsive***.

- **Title Page:** Title Page shall show the RFQ subject, title, and proposal number; the CMAR Firm's name; the name, address, and telephone number of a contact person; and the date of the RFQ. The mandatory Title Page provided (pgs. 2-3 of this RFQ package) is sufficient or you may use your own.

- **Cover Letter:** The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFQ.

- **Table of Contents:** The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page.

- **Executive Summary:** The purpose of the Executive Summary is to provide a high-level description of the Respondent's ability to meet the requirements of the RFQ and approach to the work. The executive summary shall not be used to convey additional information not provided elsewhere in the response.

- **CMAR Firm Experience:** Provide general information about the CMAR Firm, such as business history to specifically include any history in the East Central Florida Region* as well as with the City of Cocoa Utilities Department. Include locations of main and regional offices, number of employees, years in business, and current purpose/function in the marketplace. Identify the location of the office where the management team will be located.

  *East Central Florida Region is defined as Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties.

- **Project Team Qualifications:** Provide at a minimum the identification of key personnel and their ability and experience to meet the requirements of this RFQ to include their resumes. Key Personnel shall include at a minimum the Project Manager(s), Project Engineer(s), Superintendent(s), Foremen and any other key staff who would provide services under this Contract. The key personnel should have a minimum of ten (10) years of experience in similar projects and been involved in the designated role on at least five (5) previous projects of similar scope. The Project Manager(s) for the CMAR Firm must have a minimum of five (5) years of experience with the CMAR project delivery method.

- Resumes shall include the following information:

    - Similar project experience to include experience with alternative project delivery methods, specifically CMAR, as well as relevant education, credentials, number of years in current position, and number of years with this firm.
    - Include at least one professional reference.

The above requested staffing is a representative list, each project will have varying management needs which will be detailed in the project specific bid documents.

☐ **Technical Proposal:** The CMAR Firm shall have a minimum of twelve (12) years of experience in the construction management of water and wastewater treatment plant projects to include; process controls, replacement of chemical treatment storage, supply, and feed systems, generator and pump installations, underground utility pipeline work greater than 36", storage tank replacements, and general site work. Consideration will be given for previous experience in the state of Florida and the City of Cocoa.

- Provide the following:

    - CMAR Firm's similar experience, listing a maximum of 5 and a minimum of 3 projects within the past twelve (12) years. Include the project name, the type of contract delivery method (i.e. CMAR, design-build, design/bid/build, etc.), project start and completion date, project initial and final budget, number and brief description of change orders, scheduled and actual substantial completion dates, a summary of work performed by your firm, and the owner reference for the project including contact name and phone number. Include the names of any proposed staff that worked on any of the listed projects and the position held on the project.
    - Previous projects that the proposed construction management team has worked on to include how long the team has been working together.
    - CMAR Firm's current work load (within the next five years) in a tabular format to include the project budget, owner's name, and scheduled substantial and final completion dates. Also include any projects that have been awarded but are not yet under contract.
    - Available work load capacity and the resources available for this RFQ and at what percentage.
    - Provide the CMAR Firm's safety statistics (categories of accidents and their frequency rates) over the past five (5) years.

☐ **Project Approach:** Provide a description of the CMAR Firm's approach for managing and performing its services during the preconstruction and construction phases of a typical CMAR Project.

- At a minimum it should address the following:

    - Discuss how a collaborative relationship between the City, Design Engineer, and CMAR Firm would be established during the preconstruction phase to include scheduling, cost estimating, quality management, and risk management. Please include the CMAR Firm's approach to communicating with the team.
    - Discuss how the CMAR Firm would work with the Engineer to manage scope creep as the design progresses from one design milestone to the next.

- Discuss how the design and construction processes interface. How will constructability issues, specification development, value engineering, and risk issues be addressed?
- Identify the work elements critical to a Project's success and how the CMAR Firm would approach addressing these elements.
- Discuss any innovative cost saving ideas that have occurred on other jobs.
- Discuss the CMAR Firm's open book approach to developing the GMP and schedule at 90% design development. What does "open-book" mean to your firm?
- Discuss the CMAR Firm's approach to adhering to the GMP in the face of construction delays, price escalation, and errors and omissions. Include in the approach the proposed resolution to these items.
- Discuss the CMAR Firm's approach to maintaining the Project schedule.
- Discuss the CMAR Firm's approach to quality management for the Project.
- Discuss the CMAR Firm's approach to safety management for the Project.

☐ **Additional Required Proposal Submittal Forms:**

- Checklist with addenda acknowledgment
- Professional Licenses, Certifications, and Registrations
- Documentation confirming if the CMAR Firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act
- Certificates of Insurance
- All forms in Section VI of this RFQ document

## 2. PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firms can be clearly identified by review of the written submittals alone, then the PSRC shall schedule two (2) or more of the top ranked firms for presentations.

If the City chooses to conduct oral presentations, the presentations will be held before the PSRC at a duly noticed meeting. Minutes of the meeting will be prepared and the meeting will be tape recorded. The following general guidelines will be used during the presentations:

- The City will establish the presentation schedule and respondents will be notified at least seven (7) calendar days in advance of the date, time, and place of the presentation. Respondents are required to be available for the meeting and top members of the Respondent's team that will be working on and supervising the Project are expected to be present at the presentation and be available for questions.
- The City will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductions by the Respondent; (2) Questions and Answers between members of the PSRC and the Respondent; and (3) Brief closing remarks by the Respondent. The time allotted for the presentations will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the PSRC deems it necessary to continue the question and answer period related to the Respondent's relevant qualifications and the criteria, and factors set forth in the RFQ.
- Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set out in this RFQ.

After the presentations, the PSRC will deliberate and prepare a recommended ranking of the qualifications of the Respondents based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the PSRC. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the PSRC and the award of any and all contracts under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

## 3. CHECK LIST FOR REQUIRED SUBMITTALS

Proposers are cautioned to please check their proposal very carefully using the following Checklist:

| | Check List for RFQ Submittal |
|---|---|
| Yes □ | Proposal envelope(s) prepared as specified |
| Yes □ | It is the proposer's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the proposal response. |
| Yes □ | Submitted as requested one (1) Original and five (5) Copies |
| Yes □ | Checklist with Addenda Acknowledgement |
| Yes □ | Title Page/Form |
| Yes □ | Cover Letter |
| Yes □ | Table of Contents |
| Yes □ | Executive Summary |
| Yes □ | CMAR Firm Experience |
| Yes □ | Project Team Qualifications |
| Yes □ | Technical Proposal |
| Yes □ | Project Approach |
| Yes □ | Copy of Business Licenses |
| Yes □ | Business Reference List |
| Yes □ | Affidavit of Existing and Prior Contracts with the City of Cocoa |
| Yes □ | Affidavit of Other Applicable Mandatory Criteria |
| Yes □ | Scrutinized Company Certification |
| Yes □ | Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions |
| Yes □ | Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions |
| Yes □ | Minority Business Enterprise Certificate or Local Agreement (if applicable) |
| Yes □ | Identical Tie Proposals Form |
| Yes □ | Non-Collusion Affidavit |
| Yes □ | Drug Free Workplace Certification |
| Yes □ | Conflict of Interest Statement |
| Yes □ | Certificate of Professional Liability Insurance (YOUR certificate of insurance) |
| Yes □ | Certificate of General Liability (YOUR certificate of insurance) |

**Receipt of Addendum/Addenda Number(s) _____ is acknowledged.**

**END OF SECTION III**

# SECTION IV

## 1. EVALUATION PROCEDURE

Respondent's submitting to this RFQ will be evaluated by the City based on multiple factors. Specifically, the City's evaluation factors will include consideration of, but will not be limited to the following:

- Responsiveness of the CMAR Firm to satisfy the requirements of this RFQ, especially the Scope of Services as set forth in Section II;
- The ability, qualification, capability, experience, and skill of the CMAR Firm to perform the contract;
- The qualifications and performance data on file with the City, together with those that may be submitted by the CMAR Firms regarding the proposed Project;
- Adequacy and ability of personnel available to perform the scope of services;
- Past record experience on similar projects;
- Location of the CMAR Firm's offices in relation to the City of Cocoa;
- Recent, current, and projected (within the next five years) workloads of the CMAR Firm;
- The sufficiency of the financial resources and ability of the CMAR Firm's personnel to perform the contract or service and to meet any applicable bonding requirements;
- Whether the CMAR Firm has performed similar contracts without delay or interference;
- The character, integrity, reputation, judgment, experience, and efficiency of the CMAR Firm;
- The quality of performance of previous contracts with the City or any other agency or company relevant to the scope of services and the minimum qualifications;
- The previous and existing experience and compliance by the CMAR Firm with the laws and ordinances relating to the scope of services;
- Client reference responses;
- Whether the CMAR Firm has, or previously had, any claims or lawsuits against the City;
- The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the CMAR Firm in any administrative, license, court, or other legal proceeding within the last five (5) years;
- Such other information as may be secured by the City; and
- The CMAR Firm's approach for managing and performing its services during the preconstruction and construction phases.

## 2. EVALUATION CRITERIA

The following represent the principal selection criteria, which will be considered during the evaluation process by the Professional Services Review Committee (PSRC) to score and rank each qualifications submittal. Proposers are encouraged to keep their qualifications submittal concise and to include a minimum of marketing materials.

| **Evaluation Rating Scale** | **1–10 Points:** | | |
|---|---|---|---|
| More than adequate | 8 – 10 | Less than adequate | 1 – 4 |
| Adequate | 5 – 7 | Not covered in proposal | 0 |

| | **Criteria** | **Weighting** |
|---|---|---|
| 1. | CMAR Firm Experience | 10 |
| 2. | Project Team Qualifications | 30 |
| 3. | Technical Proposal | 25 |
| 4. | Project Approach | 35 |

**END OF SECTION IV**

# SECTION V

## 1. RFQ TIME LINE

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

| Task | Date |
|---|---|
| Proposal Issued on DemandStar: | August 13, 2018 |
| Proposal Advertised in Florida Today: | August 16 & 23, 2018 |
| Deadline for Respondent Questions: | September 4, 2018 by 5:00pm |
| Responses/Addendum Issued by City: | September 10, 2018 |
| Proposal Submission Deadline: | September 14, 2018 |
| Short-List Selected for Presentations: | TBD |
| Presentations with the PSRC: | |
| Final Ranking and Recommendation of CMAR Firm by PSRC: | TBD |
| Recommendation and City Council's decision regarding Contract Negotiations: | TBD |
| Contract Award by Council (including an initial task order): | October |

# END OF SECTION V

# SECTION VI

## BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name_____
   Contact Name and Title_____
   Address_____
   Email_____
   Phone Number_____
   Duration of Contract or business relationship_____

2. Company Name_____
   Contact Name and Title_____
   Address_____
   Email_____
   Phone Number_____
   Duration of Contract or business relationship_____

3. Company Name_____
   Contact Name and Title_____
   Address_____
   Email_____
   Phone Number_____
   Duration of Contract or business relationship_____

## AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF_____
CITY OF_____

BEFORE ME**,** the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.
4. I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; Section 287.055 Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new contracts under the CCNA with the object of effecting an equitable distribution of contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and
5. I am familiar with the client base and the various contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing and/or prior contracts within the past ten (10) years between the City of Cocoa, Florida and Respondent.
6. Based on my knowledge indicated in paragraph 4 of this Affidavit, there currently exist the following contracts and task orders under a continuing services agreement between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

| CONTRACT | AMOUNT PAID |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

7. Based on my knowledge indicated in paragraph 4 of this Affidavit, there were the following prior contracts and task orders under a continuing services agreement between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous ten (10) years from the date of this Affidavit, with

the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

| CONTRACT | AMOUNT PAID |
|---|---|
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FURTHER AFFIANT SAYETH NAUGHT.

_____

Print Name:_____

STATE OF_____
COUNTY OF_____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

## AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF_____
CITY OF_____

BEFORE ME**,** the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ for Q-19-04-COC, CONSTRUCTION MANAGER AT RISK SERVICES FOR WATER AND WASTEWATER PLANT PROJECTS and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in Section IV of the City of Cocoa RFQ for Q-19-04-COC, CONSTRUCTION MANAGER AT RISK SERVICES FOR WATER AND WASTEWATER PLANT PROJECTS and
7. Based on my personal knowledge and belief, I state as follows:

A. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;
B. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa for Q-19-04-COC, CONSTRUCTION MANAGER AT RISK SERVICES FOR WATER AND WASTEWATER PLANT PROJECTS; and
C. The Respondent adhered to the instructions set forth in the City of Cocoa RFQ for Q-19-04-COC, CONSTRUCTION MANAGER AT RISK SERVICES FOR WATER AND WASTEWATER PLANT PROJECTS in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Print Name:_____

STATE OF_____
COUNTY OF_____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 20___ by _____ [ ] who is personally known to me,
or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

## SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

**THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR PROPOSAL RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR PROPOSAL SUBMITTAL NON-RESPONSIVE.**

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135 Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF_____, COUNTY OF_____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____State of_____at Large (Seal)
(Signature)

_____my commission expires:_____
(Print Name)

**Scrutinized Company Provisions**

SCRUTINIZED COMPANIES: Section 287.135 Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473 Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135 Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

**Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

**Instructions for Certification (A)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

| Applicant: | Date: |
|---|---|
| Signature of Authorized Certifying Official: | Title: |

## NON-COLLUSION AFFIDAVIT OF PROPOSER
## RFQ NO. Q-19-04-COC

State of Florida

County of_____, being first duly sworn, deposes and says that:

1. He is_____of_____, the Proposer that has submitted the attached Proposal;

2. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This_____day of_____, 20_____.

_____
(Notary Public)
My commission expires:

## DRUG FREE WORKPLACE CERTIFICATION
## RFQ NO. Q-19-04-COC

IDENTICAL TIE PROPOSALS

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the proposals will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

(Company)

_____

(Signature & Title)

# CONFLICT OF INTEREST STATEMENT
# RFQ NO. Q-19-04-COC
# CITY OF COCOA

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

1. I am the_____of_____with a local office in

_____and principal office in_____
City and State City and State

2. The above named entity is submitting a Proposal for the City of Cocoa described as:

Construction Manager At Risk Services for Water and Wastewater Plant Projects

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Cocoa.

Dated this_____day of_____, 20___.

_____
(Affiant)

_____
(Typed Name and Title)

Sworn to and subscribed before me this_____ day of _____ , 20___.

Personally Known_____or produced identification_____. Identification Type:_____

Notary Public-State of _____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

## END OF SECTION VI

**END OF DOCUMENT**

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-254 | **Version:** 1 | **Name:** | | |
| **Type:** | Contract | | **Status:** | Multi-Year Contract | |
| **File created:** | 4/13/2023 | | **In control:** | City Council | |
| **On agenda:** | 4/25/2023 | | **Final action:** | | |
| **Title:** | Approve the Final Ranking of the Short-Listed Firms for RFQ-23-12-COC, Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-ranked Firms. (Utilities Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Q-23-12-COC Evaluation Results Final.pdf<br>RFQ Q-23-12-COC Engineering Services_Feb-8-23.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2023
Agenda Date: April 25, 2023
Prepared By: Katherine Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Final Ranking of the Short-Listed Firms for RFQ-23-12-COC, Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-ranked Firms

## BACKGROUND:

On March 23, 2023 the City of Cocoa conducted a proposal opening for RFQ Q-23-12-COC. A total of ten (10) proposals were received from interested firms of which nine (9) were accepted and one (1) was rejected for being incomplete. A publicly noticed Selection Committee meeting to score, rank and select the top-three firms was held on April 12, 2023, at 11:00 a.m. at City Hall. Each committee member confirmed their individual scoring submission and the committee approved the final ranking of the responses. The top three firms are as follows:

1. CHA Consulting, Inc. - Average Score 93.32
2. Kimley Horn - Average Score 91.60
3. McKim and Creed - Average Score 91.34

The Utilities Department has a need for engineering services for conveyance system projects for both

water and wastewater assets. This work includes items like design, permitting services, bidding support, materials testing, condition assessments, and construction services. Staff anticipates the need for the firms to support these services among others listed in the RFQ package. The negotiated contracts will have a three-year term with two optional two-year renewals.

Staff is requesting Council approval of the final rankings and authorization for the City Manager and City Attorney to negotiate the contracts with CHA Consulting, Inc., Kimley Horn, and McKim and Creed.

Should negotiations fail with the three top selected firm(s), City staff will move on to the next highest rated firm.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

Budgeted N/A

## PREVIOUS ACTION:

None

## RECOMMENDED MOTION:

To Approve the Final Ranking of the Short-Listed Firms for RFQ-23-12-COC, Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-ranked Firms

**Purchasing**
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

**RFQ Q-23-12-COC**

**Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems**

**Evaluation Committee Scoring and Selection**

April 12, 2023

On March 23, 2023 the City of Cocoa conducted a proposal opening for RFQ Q-23-12-COC. A total of ten (10) proposals were received from interested firms of which nine (9) were accepted and one(1) was rejected for being incomplete.

A four member evaluation committee convened on March 29, 2023 to discuss scoring criteria. The committee members, comprised of City of Cocoa employees, were as follows: 1-Katherine Ennis, 2-John Perrin, 3-Christopher Collier and 4-Donnie Howard. The committee members scored all accepted proposals independently using the criteria established in the RFQ. The evaluation committee submitted the results of their independent scoring to the Purchasing Division on April 10, 2023.

On April 12, 2023 the evaluation committee reconvened to review scoring results. Each committee member confirmed their individual scoring submission and the committee approved the final ranking of the responses. The committee elected not to schedule presentations.

A summary of the committee scoring results is compiled on the table below. City Staff will begin negotiating agreements with the highest ranked firm(s) indicated with an "X". Should negotiations fail with the selected firm(s), City staff will move on to the next highest rated firm.

| Rank | Firm Name | Eval 1 | Eval 2 | Eval 3 | Eval 4 | Avg Score | Selected |
|---|---|---|---|---|---|---|---|
| 1 | CHA CONSULTING, INC. | 88.0 | 94.3 | 93.0 | 98.0 | 93.32 | X |
| 2 | KIMLEY HORN | 86.9 | 88.5 | 93.0 | 98.0 | 91.60 | X |
| 3 | McKIM & CREED | 81.1 | 88.7 | 97.5 | 98.0 | 91.34 | X |
| 4 | WADE TRIM, INC. | 75.0 | 92.2 | 86.8 | 94.3 | 87.07 | |
| 5 | DRMP | 77.7 | 83.5 | 89.6 | 96.2 | 86.74 | |
| 6 | ISS | 80.8 | 78.8 | 91.3 | 92.1 | 85.75 | |
| 7 | BURGESS & NIPLE | 77.8 | 80.0 | 90.8 | 92.5 | 85.25 | |
| 8 | HALFF | 74.9 | 84.1 | 88.5 | 87.7 | 83.79 | |
| 9 | CIVIL SURV | 52.3 | 56.0 | 74.5 | 87.7 | 67.62 | |

The summary pages of the evaluation committee member scoring are attached. Additional documentation regarding the scoring criteria is available for review upon request. Requests for information can be made to the Purchasing Division by email at purchasing@cocoafl.gov.

Award is subject to and contingent upon successful negotiation of a written contract with the City, containing such terms as the City Council or City Manager determine are in the best interest of the City, and execution of such written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed.

If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Sincerely,

Brian Dale
Purchasing Manager

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

## Technical Evaluation Score Sheet Summary

## Q-23-12-COC

### Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

**Instructions:**

1. Enter your Name and Title: **Name** Katherine Ennis **Title** Deputy Utilities Director
2. Review each of the 9 Submittals accepted:
3. Enter your scores on the corresponding worksheet in the workbook
4. Enter completion date and notes if any on each worksheet
5. Completed worksheets to be submitted by the Due Date: 4/10/2023 To: bdale@cocoafl.gov

Submittal List

| | | | *15* | *5* | *20* | *20* | *20* | *20* | *100* | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Worksheet** | **Bid Tab #** | **Firm Name** | **Company Qual.** | **MBE** | **Proj. Team Qual** | **Experience** | **Proj. Appr.** | **Location** | **Total Score** | **Rank** |
| 1-CS | 1 | CIVIL SURV | 11.04 | 0 | 17.25 | 18 | 6 | 0 | 52.29 | 9 |
| ~~2-HSQ~~* | ~~2~~ | ~~HSQ GROUP INC.~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~10~~ |
| 3-CHA | 3 | CHA CONSULTING, INC. | 19.78 | 0 | 22.75 | 22.5 | 8 | 15 | 88.03 | 1 |
| 4-HF | 4 | HALFF | 16.56 | 0 | 16.875 | 18.5 | 8 | 15 | 74.935 | 8 |
| 5-BN | 5 | BURGESS & NIPLE | 17.02 | 0 | 20.25 | 17.5 | 8 | 15 | 77.77 | 5 |
| 6-DRMP | 6 | DRMP | 17.94 | 0 | 19.75 | 19 | 6 | 15 | 77.69 | 6 |
| 7-KH | 7 | KIMLEY HORN | 19.78 | 0 | 21.625 | 22.5 | 8 | 15 | 86.905 | 2 |
| 8-MC | 8 | McKIM & CREED | 18.86 | 0 | 17.75 | 22.5 | 7 | 15 | 81.11 | 3 |
| 9-WT | 9 | WADE TRIM, INC. | 17.48 | 0 | 18 | 17.5 | 7 | 15 | 74.98 | 7 |
| 10-ISS | 10 | ISS | 18.4 | 0 | 18.875 | 20.5 | 8 | 15 | 80.775 | 4 |

*Submittal Rejected

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

## Technical Evaluation Score Sheet Summary

## Q-23-12-COC

### Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

**Instructions:**

1. Enter your Name and Title: **Name** John Perrin **Title** Senior Engineer
2. Review each of the 9 Submittals accepted:
3. Enter your scores on the corresponding worksheet in the workbook
4. Enter completion date and notes if any on each worksheet
5. Completed worksheets to be submitted by the Due Date: 4/10/2023 To: bdale@cocoafl.gov

Submittal List

| | | | *15* | *5* | *20* | *20* | *20* | *20* | *100* | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Worksheet** | **Bid Tab #** | **Firm Name** | **Company Qual.** | **MBE** | **Proj. Team Qual** | **Experience** | **Proj. Appr.** | **Location** | **Total Score** | **Rank** |
| 1-CS | 1 | CIVIL SURV | 11.96 | 0 | 15 | 21 | 8 | 0 | 55.96 | 9 |
| ~~2-HSQ~~* | ~~2~~ | ~~HSQ GROUP INC.~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~10~~ |
| 3-CHA | 3 | CHA CONSULTING, INC. | 23 | 0 | 22.25 | 24 | 10 | 15 | 94.25 | 1 |
| 4-HF | 4 | HALFF | 19.32 | 0 | 17.75 | 22 | 10 | 15 | 84.07 | 5 |
| 5-BN | 5 | BURGESS & NIPLE | 17.48 | 0 | 20.5 | 19 | 8 | 15 | 79.98 | 7 |
| 6-DRMP | 6 | DRMP | 17.48 | 0 | 20 | 23 | 8 | 15 | 83.48 | 6 |
| 7-KH | 7 | KIMLEY HORN | 20.24 | 0 | 18.25 | 25 | 10 | 15 | 88.49 | 4 |
| 8-MC | 8 | McKIM & CREED | 20.24 | 0 | 20.5 | 23 | 10 | 15 | 88.74 | 3 |
| 9-WT | 9 | WADE TRIM, INC. | 20.24 | 0 | 25 | 24 | 8 | 15 | 92.24 | 2 |
| 10-ISS | 10 | ISS | 16.56 | 0 | 18.25 | 19 | 10 | 15 | 78.81 | 8 |

*Submittal Rejected

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

## Technical Evaluation Score Sheet Summary

## Q-23-12-COC

### Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

**Instructions:**

1. Enter your Name and Title: **Name** Chris M. Collier **Title** Asst. Utilities Director
2. Review each of the 9 Submittals accepted:
3. Enter your scores on the corresponding worksheet in the workbook
4. Enter completion date and notes if any on each worksheet
5. Completed worksheets to be submitted by the Due Date: 4/10/2023 To: bdale@cocoafl.gov

Submittal List

| | | | *15* | *5* | *20* | *20* | *20* | *20* | *100* | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Worksheet** | **Bid Tab #** | **Firm Name** | **Company Qual.** | **MBE** | **Proj. Team Qual** | **Experience** | **Proj. Appr.** | **Location** | **Total Score** | **Rank** |
| 1-CS | 1 | CIVIL SURV | 23 | 0 | 19.5 | 25 | 7 | 0 | 74.5 | 9 |
| ~~2 HSQ~~* | ~~2~~ | ~~HSQ GROUP INC.~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~10~~ |
| 3-CHA | 3 | CHA CONSULTING, INC. | 23 | 0 | 20 | 25 | 10 | 15 | 93 | 2 |
| 4-HF | 4 | HALFF | 23 | 0 | 19.5 | 25 | 6 | 15 | 88.5 | 7 |
| 5-BN | 5 | BURGESS & NIPLE | 23 | 0 | 17.75 | 25 | 10 | 15 | 90.75 | 5 |
| 6-DRMP | 6 | DRMP | 23 | 0 | 20.625 | 25 | 6 | 15 | 89.625 | 6 |
| 7-KH | 7 | KIMLEY HORN | 23 | 0 | 20 | 25 | 10 | 15 | 93 | 2 |
| 8-MC | 8 | McKIM & CREED | 23 | 0 | 24.5 | 25 | 10 | 15 | 97.5 | 1 |
| 9-WT | 9 | WADE TRIM, INC. | 23 | 0 | 17.75 | 23 | 8 | 15 | 86.75 | 8 |
| 10-ISS | 10 | ISS | 22.08 | 0 | 22.25 | 24 | 8 | 15 | 91.33 | 4 |

*Submittal Rejected

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

## Technical Evaluation Score Sheet Summary

## Q-23-12-COC

### Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

**Instructions:**

1. Enter your Name and Title: **Name** Donnie Howard **Title** Field Operations Manager
2. Review each of the 9 Submittals accepted:
3. Enter your scores on the corresponding worksheet in the workbook
4. Enter completion date and notes if any on each worksheet
5. Completed worksheets to be submitted by the Due Date: 4/10/2023 To: bdale@cocoafl.gov

Submittal List

| | | | *15* | *5* | *20* | *20* | *20* | *20* | *100* | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Worksheet** | **Bid Tab #** | **Firm Name** | **Company Qual.** | **MBE** | **Proj. Team Qual** | **Experience** | **Proj. Appr.** | **Location** | **Total Score** | **Rank** |
| 1-CS | 1 | CIVIL SURV | 20.24 | 0 | 24.5 | 20 | 8 | 15 | 87.74 | 8 |
| ~~2 HSQ~~* | ~~2~~ | ~~HSQ GROUP INC.~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~10~~ |
| 3-CHA | 3 | CHA CONSULTING, INC. | 23 | 0 | 25 | 25 | 10 | 15 | 98 | 1 |
| 4-HF | 4 | HALFF | 21.16 | 0 | 20.5 | 21 | 10 | 15 | 87.66 | 9 |
| 5-BN | 5 | BURGESS & NIPLE | 23 | 0 | 20.5 | 24 | 10 | 15 | 92.5 | 6 |
| 6-DRMP | 6 | DRMP | 21.16 | 0 | 25 | 25 | 10 | 15 | 96.16 | 4 |
| 7-KH | 7 | KIMLEY HORN | 23 | 0 | 25 | 25 | 10 | 15 | 98 | 1 |
| 8-MC | 8 | McKIM & CREED | 23 | 0 | 25 | 25 | 10 | 15 | 98 | 1 |
| 9-WT | 9 | WADE TRIM, INC. | 19.32 | 0 | 25 | 25 | 10 | 15 | 94.32 | 5 |
| 10-ISS | 10 | ISS | 19.32 | 0 | 22.75 | 25 | 10 | 15 | 92.07 | 7 |

*Submittal Rejected

# REQUEST FOR QUALIFICATIONS (RFQ)

**City of Cocoa, Florida**

**ENGINEERING SERVICES**

**FOR**

**DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION**

## BID NO. Q-23-12-COC

**Published February 8, 2023**

**RFQ # Q-23-01-COC**

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**CITY OF COCOA**
**REQUEST FOR QUALIFICATIONS**
**Q-23-12-COC**

## 1. INTRODUCTION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications from qualified engineering firms to provide the City with assistance regarding the anticipated design, permitting, and construction for Utility Conveyance Systems, Upgrades, and Expansion. The City's objective is to select two or more engineering firms (also referred to herein as "Consultant") to serve as the engineering firm that will be required to assist the City in the design, permitting, and performance of services during construction of Utility conveyance systems upgrade and expansion projects. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ or through other bidding procedures, other engineering/consulting firms to handle identified conveyance utility system projects if the City deems it in the City's best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act (CCNA) process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

**RFQ DUE DATE & TIME: Thursday, March 23, 2023** Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 3:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall, 65 Stone St., Cocoa, Florida will be the official authority for determining the time that packages are received and for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFQ No. Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION OF UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION.** Respondent's name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the Respondent may be disqualified.

Respondents shall submit ONE (1) original (marked "ORIGINAL"), Three (3) paper copies and ONE (1) USB copy of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the Respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. The RFQ and any Addendums are available online at http://www.myvendorlink.com .

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Brian Dale, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or Respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Brian Dale, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via e-mail to purchasing@cocoafl.gov. Questions received after the question due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by Respondent in submitting their response. **The deadline for questions is [UPDATE].**

**ANTI-LOBBYING PROVISION**

**COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.**

## 2. STANDARD TERMS & CONDITIONS

1.1. ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the Respondent only intends to respond for the contract in its entirety.

1.2. ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the Contract.

1.3. AWARD - Award shall be generally made to the engineering firms that demonstrate technical capability while most closely meeting the City's needs according to the evaluation criteria and factors designated in the solicitation and under the CCNA. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondent(s) negotiating acceptable terms under an Engineering Services Contract. **While not included as part of the ranking of Respondent(s) in the CCNA process**, **Respondents are hereby notified that should a Respondent be selected to negotiate a Contract with the City, the City will be paying significant attention to cost of services being offered. The successful Respondents shall be those that are not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a Contract or rejected all of the proposals at its sole discretion.

2.1. OTHER AGENCIES – All Bidder(s) awarded contracts as a result of this RFQ may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

2.2. CONFLICT OF INTEREST - The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or Contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or Contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

2.3. CONSULTANT'S PROJECT MANAGER AND PROJECT ENGINEER – The Consultant will designate a Project Manager and Project Architect or Engineer in their submittal response to the RFQ. Both of these positions shall be qualified licensed professional architects or engineers in the State of Florida. The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of Services to be performed under this Contract. The Project Architect or Engineer shall be the lead technical resource on the assigned projects responsible for technical elements of the design and quality control. Replacement (including reassignment) of said Project Manager or Project Architect or Engineer shall not be made without the prior written approval by the City.

2.4. DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

2.5. DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a Consultant, supplier, sub-consultant, or consultant under any Contract with any public entity, and may not transact business with any public entity.

2.6. ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's qualifications and ability to fulfill the requirements of the RFQ.

2.7. F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

2.8. INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality or irregularity in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

2.9. INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

2.10. INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential Respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

2.11. NON-DISCRIMINATION - The successful Respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

2.12. PATENTS AND COPYRIGHTS - The Respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements. Also, the City and any Federal awarding agency funding any part of the Contract with the successful Respondent reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City and Federal Government purposes the copyright in any work developed under the Contract any rights of copyright that the Respondent has purchased ownership with funding from the Contract. In addition, with respect to any discovery or invention which arises or is developed in the course of or under any Contract with the City, the City shall retain ownership rights to any patent based on such discovery or invention unless otherwise agreed to by the City's City Council.

2.13. PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established Contract prices. Invoicing in variance with this will subject the Contract to cancellation. The City shall make payment to the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Consultant when requested to do so by the using City department. Unless otherwise directed in the Contract for services, **all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.**

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

2.14. PUBLIC ENTITY CRIMES - As required by section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

2.15. PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes (The Public Records Law). Unless otherwise provided by the Public Records Law, information and

materials received by the City in connection with an RFQ response and under any awarded Contract shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City (and if any part of any Contract awarded under this RFQ is funded by the Federal government, the Federal Grantor agency, the Comptroller General of the United States), or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any Contract awarded under this RFQ for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes final payment under the Contract awarded under this RFQ and all other pending matters are closed by the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:** (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

2.16. TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.

2.17. TERMINATION FOR CAUSE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall be subject to termination in the event that the Respondent breaches the Contract, or Respondent fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Respondent is declared bankrupt or insolvent, or Respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the Respondent, terminate the right of the Respondent to proceed under the Contract, and may hold the Respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Respondent under the Contract shall, at the option of the City, become the City's property and the Respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Respondent, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Respondent can be determined.

2.18. TERMINATION FOR CONVENIENCE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the Contract by giving

written notice to the Respondent thirty (30) days prior to the effective date of such cancellation.

2.19. TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

2.20. TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any Respondent, they will only be considered trade secrets in accordance with Florida law. Respondent must mark any trade secret information submitted to the City as Confidential prior to such submittal. If a Respondent fails to submit a claim of trade secrets to the City before obtaining the City's Contract, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (section 119.01, Florida Statutes).

## 3. SPECIAL CONDITIONS

3.1. ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective Respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Vendorlink at https://www.myvendorlink.com/. Respondents are responsible to check this location for updates.

3.2. COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

3.3. INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent (Consultant) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of Contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant shall indemnify, hold harmless and defend the City of Cocoa and its elected and appointed officers, agents, officials, attorneys, representatives and employees (hereinafter the "City") from and against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to reasonable attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agent(s), vendors, representatives, servants, employees, or other persons employed or utilized by the Engineer in the execution, performance or non- performance or failure to adequately perform Consultant's obligations pursuant to this RFQ and any subsequent contract, including any Task Order.

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

3.4. LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of Contract award:

"The City desires to enter into this Contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Contract, so that the City's liability for any breach never exceeds the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this Contract with the knowledge that the Respondent's recovery from the City to any action or claim arising from the Contract is limited to a maximum amount of the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 768.28, Florida Statutes. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

3.5. PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental Contract and issuance of an appropriate amendment to the Contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Respondent. The City will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

3.6. REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

3.7. TERMS: Contracts awarded and entered into under this RFQ shall be contracts for continuing engineering services under which project or task based orders will be issued subject to deadlines mutually agreed to by the parties. The term of the any Contract will

not exceed three (3) years with up to two (2) two (2) year renewals. However, the City will reserve the right to extend the Contract beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ or as otherwise deemed necessary in the best interests of the City at the City's sole discretion. Selected Consultants will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the City and consultant.

3.8. TRUTH-IN-NEGOTIATIONS: Pursuant to section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, Florida Statutes for CATEGORY FOUR, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

3.9. PROHIBITION AGAINST CONTINGENT FEES: Each contract entered into by the City for professional services must contain a prohibition against contingent fees, which reads as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For each breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## 4. STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and must name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the City **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

4.1. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms Contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

4.2. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total Contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000.00 and with a deductible not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

4.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

4.4. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in a minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate, with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Professional shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under the Agreement and Task Orders.

4.5. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

4.6. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

## 5. GENERAL INFORMATION

The City is requesting Statements of Qualifications (known as "the proposal") from qualified consulting firms in the state of Florida. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ, or through other procedures to select other engineering/consulting firms to handle component parts of the anticipated utility projects if the City deems it in the City's best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

The engineering firm(s) selected will serve as the City's consultant for its utilities conveyance engineering design, permitting and services during construction including, but not limited to, the services described in the Scope of Services. The selected consultant(s) will enter into a three (3) year Contract with two (2) optional two (2) year renewals with the City if recommended by City staff after successful contract negotiations and approved by City Council in its sole discretion. However, the Consulting Professional Services Agreement shall be subject to termination for convenience by the City. The City reserves the right to select two or more consultants. Once under Contract, the City will award work on a task order basis to the contracted engineering firms and will attempt to divide the work between the firms as equitably as possible based on the projects to be executed under this Contract, the performance of the engineering firms under this Contract, and the specific expertise and experience of the firms required for the individual projects. The City reserves the right to award task orders at the City's sole discretion as it deems to be in the City's best interest regardless of the overall distribution of work to the selected engineering firms.

The selected engineering firms will be required to enter into an Engineering Continuing Services Contract in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City, in its sole discretion, to be fair, competitive and reasonable. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the City and consultant. During presentations, Respondents are required to list and introduce by resume all lead members of their team, and there will be specific requirements for the engineering firm's selected project manager and project engineer.

## 6. SCOPE OF SERVICES

The selected engineering firms may be asked to perform any engineering services related to utilities conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection, and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The engineering services that are required for the conveyance projects shall include, but are not limited to the following:

1. Planning Evaluations/Studies
    a. Land availability
    b. Pipeline route identification
    c. Hydraulic modeling for pipeline sizing
2. Geotechnical Investigations

   a. Provide laboratory testing data report that includes soil boring logs with classifications and technical criteria
3. Ecological Investigations
   a. Wetland and endangered species identification
4. Land Surveying Services/Aerial Photography
   a. Topographic survey including right of ways and easements
5. GIS Support
6. Materials Testing
7. Condition Assessment of Pipelines and Conveyance Systems
8. Public Information Assistance
9. Cost Estimating Services
10. Grants assistance and state/federal funding assistance
11. Permitting Services
   a. Prepare and submit required project related permit applications and supporting documentation
   b. Responses to all Agency Requests for Additional Information (RAI)
12. SCADA services per the City's Control Systems Configuration Standards for duplex and triplex transfer/lift stations
13. Design Services
   a. 30 percent design completion submittals
   b. 60 percent design completion submittals
   c. 90/100 percent design completion submittals
14. Bidding Support Services
   a. Pre-bid Conference attendance
   b. Question response and issuance of addendums
   c. Bid review
15. Construction Phase Services
   a. Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
   b. Periodic site visits
   c. Testing
   d. Certification of construction
   e. Record drawings
   f. Resident engineer, if required
   g. Construction management and inspection, if required
   h. Startup assistance/training
   i. O&M Manual Preparation, if required
   j. Additional services as requested

**NOTE:** Any of the services referenced above may be tasked to one of the selected engineering firms or to other engineering firms or consultants selected by the City at its sole discretion. The City reserves the right to solicit proposals for any capital project and to award a Contract for consulting services for such project separate and apart from the Contract entered into pursuant to this request for qualifications.

**7. SIMLAR PROJECTS**

For purposes of this RFQ, similar projects for Respondent evaluation shall include:

- **Project Type A- Potable water distribution pipeline project**. The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The

project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.

- **Project Type B- Potable Water transmission pipeline project**. The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan, and assessing results to determining remaining life of an asset.
- **Project Type D- Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E- Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

## 8. RFQ SUBMITTAL DOCUMENTS

**For the response to be considered complete and timely, Respondent must submit ONE (1) original marked "ORIGINAL", Three (3) paper copies and One (1) USB copy of the proposal. Response submissions must be received by the City of Cocoa on or before 3:00 P.M., Thursday, March 23, 2023.**

**The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-IX. Each section will be separated using divider tabs and the response will be bound. A USB drive containing a complete electronic copy of the submittal in pdf format must be included.**

**Respondents must include the following information in their proposal:**

**RFQ Submittal Acknowledgement:** Respondent will complete the acknowledgement and agree to the terms and conditions therein.

**Section 1 - Cover Letter:** The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ. **(Limited to 2 pages)**

**Section 2 - Table of Contents:** The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page. **(Limited to 2 pages)**

**Section 3 - Company/Firms and Subconsultant Qualifications and Capabilities:** The Company Qualifications and Capabilities section of the proposal shall be **limited to four (4) typewritten pages**. The purpose of this section is to provide a brief discussion of Respondent's business history and description of the firm's abilities and capabilities to perform Tasks described in the RFQ. The section should also include a summary of current and projected workload of the project team

including the designated project manager and project engineer and statements addressing the following:

1) Responsiveness of the prime firm to satisfy the requirements of this RFQ, especially the Scope of Services and Minimum Qualifications set forth in Section 6 and 7;
2) The sufficiency of the financial resources and ability of the firm's personnel to perform the Contract or service;
3) Whether the firm has performed similar Contracts within the time and budget specified, without delay or interference;
4) The character, integrity, reputation, judgment, experience and efficiency of the firm;
5) The previous and existing experience and compliance by the Firm with the laws and ordinances relating to the scope of services;
6) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
7) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

**Section 4 - Project Team Qualifications and Experience:** The Project Team Qualifications and Experience section of the proposal will be **limited to 8 pages** and shall include the following:

- Provide an overview of the project team's qualifications and experience **(Limited to 1 page)**
- Provide an organizational chart designating the following **(Limited to 1 page)**:

    - Principal-In-Charge who will be the City's point of contact with the Consulting Firm for Contract Management purposes;
    - Project Manager who will manage all of the projects/tasks related to this RFQ and serve as main point of contact for project interaction;
    - Project Engineer who will serve as the Engineer of Record, and Project Manager for individual projects and tasks;
    - Key Engineering and Construction Services Personnel; and
    - List all sub-consultants that the Firm anticipates using as part of this RFQ.

- **Prepare Form A for the Proposed Project Manager**. Form A requires the consultant to provide three (3) projects demonstrating the proposed project manager's experience. List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in the above **Section 7. Similar Projects**, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Manager that has experience in multiple Project Types.
- **Prepare Form B for the Proposed Project Engineer.** List up to three (3) similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in

this RFQ, as identified in the above **Section 7. Similar Projects**, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Engineer that has experience in multiple Project Types.

**Section 5 - Past and Present Experience and Performance on Projects.** The experience and performance on Projects section of the proposal will be **limited to 6 pages** and shall include the following:

- Provide a summary of project team's experience on projects **(Limited to 1 page)**
- **Prepare Form C for the Proposed Project Team.** List up to five similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely matches the scope of work in this RFQ. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Team that has experience in multiple Project Types. **(Limited to 5 pages as Form C)**

**Section 6 - Project Approach**: The purpose of the Project Approach is to provide preliminary insight into how the Respondent would sequence work, manage multiple projects, effectively communicate with the City, provide quality assurance and quality control, and provide innovative ideas and approach. **(Limited to 3 pages)**

**Section 7 - Resumes:** Resumes of key personnel on project team relating to specific skills and experience related to the scope of work of the RFQ. **(Limited to 5 pages)**

**Section 8 - Required Proposal Submittal Forms and Statements:** This section of the proposal is where the following forms and statements will be located. Use the RFQ form template where provided.

1) Location **(form provided).** Provide the Company/Firm's Office, and the residences of both the Project Manager and Project Engineer and identify whether these locations are within 75 miles of the City of Cocoa defined as City Hall, 65 Stone Street, Cocoa, Florida.
2) Affidavit of Existing or Prior Contracts with the City **(form provided)**
3) Affidavit of Other Applicable Mandatory Criteria **(form provided)**
4) Scrutinized Company Certification **(form provided)**
5) Drug Free Workplace Form **(form provided)**
6) Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions **(form provided)**
7) Non-Collusion/Lobbying Certification **(form provided)**
8) Organizational Information **(form provided)**
9) E-Verify Affidavit **(form provided)**
10) FEMA Rider **(form provided)**
11) Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement **(form provided)**
12) Business Reference List **(form provided)**

13) Standard Terms and Conditions/Special Condition Modification Requests **(Proposer provided letter detailing exceptions)**
14) Copy of business licenses
15) Certificates of Insurance (see RFQ terms 4.1-4.6)
16) If applicable, Minority Business Enterprise certification

These materials will not be counted against the submittal's total page limit provided that they are all collected under a separate tabbed section of the submittal and labeled 'Required Proposal Forms and Statements.'

**Written Response to the RFQ:** When compiling the responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals **should NOT be permanently bound**; do not use three ring binders; should allow flat storage; and sections should be compiled in the sequence list above. **The Maximum number of pages shall be 33 pages**, not including tabs/dividers and the "Required Proposal Submittal Forms and Statements" section.

## 9. RFQ TIMELINE

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

**Solicitation Schedule**

| STEP | STAGE | DATE |
|---|---|---|
| 1 | RFQ Published and Advertised | Wednesday, February 8, 2023 |
| 2 | Deadline for Respondent Questions | Wednesday, March 1, 2023 |
| 3 | Responses/Addendum Issued by City | Friday, March 10, 2023 |
| 4 | RFQ Submission Deadline | Thursday, March 23, 2023 |
| 5 | Advisory Selection Committee Short List Ranking and Selection for Presentations (if needed) | TBD |
| 6 | Presentations (if needed) | TBD |
| 7 | Final Ranking and Recommendation of Firms by Advisory Selection Committee | Wednesday, April 12, 2023 |
| 8 | City Council consideration of ASC Recommendation and City Council's decision regarding Ranking and Selection for Contract Negotiations | Tuesday, April 25, 2023 |
| 9 | Contract Award by Council if negotiations successful | Tuesday, May 23, 2023 |

## 10. PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to Respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firms can be clearly identified by review of the written submittals alone, then the Advisory Selection Committee shall schedule three or more of the top ranked firms for presentations.

If the City chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held before the Advisory Selection Committee at a duly noticed meeting which may be open to the public. Minutes of the meeting will be prepared, and the meeting shall be tape recorded in accordance with s. 286.0113, Florida Statutes. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and Respondents will be notified at least seven (7) calendar days in advance of the date, time, and place of the presentations. Respondents are required to be available for the presentations and top members of the Respondent's team that will be working on and supervising the project are also expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductory presentation by the Respondent (5 Minutes); (2) Questions and Answers between members of the ASC and the Respondent (10 Minutes); and (3) Brief closing remarks by the Respondent (5 Minutes). The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Advisory Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFQ.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set forth in this RFQ.

After the presentations, the Advisory Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the Advisory Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Advisory Selection Committee and make selection of Consultants for contract negotiations and the award of any and all Contracts, subject to successful contract negotiations, under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

## 11. EVALUATION PROCEDURE AND CRITERIA

All responses will be subject to a review and evaluation process under the CCNA procedure set forth in the Florida Statutes. It is the intent of the City that all engineering firms and consultants responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these

documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

1- Firm's Qualifications (Section III) – 23 Points

2-Project Team's Qualifications (Section IV, VII) – 25 Points

3- Experience and Performance (Section V) – 25 Points

4- Project Approach (Section VI) – 10 Points

5- Location of Firms Office, Project Manager and Project Engineer (Section VIII) – 15 Points

The Project Manager, the Project Engineer, and their office should reside within 75 miles of the City of Cocoa City Hall. If any listed above are located outside of the 75-mile radius, then zero points will be awarded.

6- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. (2 pts)

The City may, at its discretion, seek clarification of any aspect of a Consultant's submittal. Selection shall be made of the Consultants that demonstrate capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria and factors designated herein. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondents negotiating acceptable terms under a Consulting Professional Services Agreement. **While not part of the ranking part of the RFQ process**, **Consultants are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm or firms until the City has awarded a contract or rejected all the proposals at its sole discretion.

While the City intends to enter into contracts with a minimum of the top two (2) most qualified Consultants, subject to successful negotiation of acceptable terms of a contract, the City reserves the right to supplement the number of selected Consultants and enter into further additional contracts should certain areas of requested engineering expertise either (1) not be offered at all by the top two most qualified Consultants; or (2) if there are not an adequate number of engineering firms offering certain areas of expertise, in the City's sole discretion and determination."

## 12. OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section IX Affidavit):

1) The firm is licensed to practice in Florida and said license is in good standing.

2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.

3) The firm adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

**CITY OF COCOA**
**REQUEST FOR QUALIFICATIONS**
**Q-23-12-COC**

# RFQ SUBMITTAL ACKNOWLEGDEMENT

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:
**Wednesday, February 8, 2023**

PROPOSALS MUST BE RECEIVED PRIOR TO:
**Thursday, March 23, 2023, 3:00PM**

PURCHASING DIVISION CONTACT:
Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

| PLEASE COMPLETE THE FOLLOWING<br>AND SUBMIT THIS FORM WITH YOUR PROPOSAL | |
|---|---|
| Vendor Name:<br><br>Address:<br><br>City, State, Zip:<br><br>Primary Contact:<br><br>Phone Number:<br><br>E-Mail Address:<br><br>FEIN Number: | List of Deviations (if any) attached<br>Yes___ No___<br><br>If submitting a "NO RESPONSE", state reason: _____<br><br>_____ |

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a

sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION.** Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

**The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ**. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the City and Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

Addendum Acknowledgements [List addenda number and date]:

_____

_____

_____

_____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

_____ _____
Authorized Signature Date

_____
Name of Respondent

_____
Title

# SECTION I – COVER LETTER

# SECTION II – TABLE OF CONTENTS

# SECTION III – FIRM'S QUALIFICATIONS

# SECTION IV – PROJECT TEAM'S QUALIFICATIONS

# FORM A

## PROJECT EXPERIENCE OF PROJECT MANAGER

## (PAGE 1 of 3)

Proposed Project Manager: Name: _____

1. **Project Name:**
   **Owner:**
   **Reference Name, Address, Phone Number, Email Address:**

**Project Type (A,B, C, D, or E) and Description:**

**Design or Consulting Fee: _____**
**Design or Consulting Completion Date (month/year): _____**
**Construction Cost:_____**
**Construction Completion Date: _____**
**Firm**: _____
**Summary of Work:**

# FORM A
# PROJECT EXPERIENCE OF PROJECT MANAGER
# (PAGE 2 of 3)

Proposed Project Manager: Name: _____

2. **Project Name:**
**Owner:**
**Reference Name, Address, Phone Number, Email Address:**

**Project Type (A,B, C, D, or E) and Description:**

**Design or Consulting Fee: _____**
**Design or Consulting Completion Date (month/year): _____**
**Construction Cost:_____**
**Construction Completion Date: _____**
**Firm**: _____
**Summary of Work:**

# FORM A
# PROJECT EXPERIENCE OF PROJECT MANAGER
# (PAGE 3 of 3)

Proposed Project Manager: Name: _____

3. **Project Name:**
**Owner:**
**Reference Name, Address, Phone Number, Email Address:**

**Project Type (A,B, C, D, or E) and Description:**

**Design or Consulting Fee: _____**
**Design or Consulting Completion Date (month/year): _____**
**Construction Cost:_____**
**Construction Completion Date: _____**
**Firm**: _____
**Summary of Work:**

# FORM B
# PROJECT EXPERIENCE OF PROJECT ENGINEER
# (PAGE 1of 3)

Proposed Project Engineer: Name: _____

1. **Project Name:**
   **Owner:**
   **Reference Name, Address, Phone Number, Email Address:**

**Project Type (A,B, C, D, or E) and Description:**

**Design or Consulting Fee: _____**
**Design or Consulting Completion Date (month/year): _____**
**Construction Cost:_____**
**Construction Completion Date: _____**
**Firm**: _____
**Summary of Work:**

# FORM B
# PROJECT EXPERIENCE OF PROJECT ENGINEER
# (PAGE 2 of 3)

Proposed Project Engineer: Name: _____

2. **Project Name:**
**Owner:**
**Reference Name, Address, Phone Number, Email Address:**

**Project Type (A,B, C, D, or E) and Description:**

**Design or Consulting Fee: _____**
**Design or Consulting Completion Date (month/year): _____**
**Construction Cost:_____**
**Construction Completion Date: _____**
**Firm**: _____
**Summary of Work:**

# FORM B
# PROJECT EXPERIENCE OF PROJECT ENGINEER
# (PAGE 3 of 3)

Proposed Project Engineer: Name: _____

3. **Project Name:**
**Owner:**
**Reference Name, Address, Phone Number, Email Address:**

**Project Type (A,B, C, D, or E) and Description:**

**Design or Consulting Fee: _____**
**Design or Consulting Completion Date (month/year): _____**
**Construction Cost:_____**
**Construction Completion Date: _____**
**Firm**: _____
**Summary of Work:**

# SECTION V - PROJECT EXPERIENCE

# FORM C
# PROJECT EXPERIENCE OF PROJECT TEAM
# (PAGE 1 of 5)

1. **Project Name:**
   **Owner:**
   **Reference Name, Address, Phone Number, Email Address:**

**Project Type (A,B, C, D, or E) and Description:**

**Design or Consulting Fee: _____**
**Design or Consulting Completion Date (month/year): _____**
**Construction Cost:_____**
**Construction Completion Date: _____**
**Firm**: _____
**Summary of Work:**

# FORM C
# PROJECT EXPERIENCE OF PROJECT TEAM
# (PAGE 2 of 5)

2. **Project Name:**
**Owner:**
**Reference Name, Address, Phone Number, Email Address:**

**Project Type (A,B, C, D, or E) and Description:**

**Design or Consulting Fee: _____**
**Design or Consulting Completion Date (month/year): _____**
**Construction Cost:_____**
**Construction Completion Date: _____**
**Firm**: _____
**Summary of Work:**

# FORM C
# PROJECT EXPERIENCE OF PROJECT TEAM
# (PAGE 3 of 5)

3. **Project Name:**
**Owner:**
**Reference Name, Address, Phone Number, Email Address:**

**Project Type (A,B, C, D, or E) and Description:**

**Design or Consulting Fee: _____**
**Design or Consulting Completion Date (month/year): _____**
**Construction Cost:_____**
**Construction Completion Date: _____**
**Firm**: _____
**Summary of Work:**

# FORM C
# PROJECT EXPERIENCE OF PROJECT TEAM
# (PAGE 4 of 5)

4. **Project Name:**
**Owner:**
**Reference Name, Address, Phone Number, Email Address:**

**Project Type (A,B, C, D, or E) and Description:**

**Design or Consulting Fee: _____**
**Design or Consulting Completion Date (month/year): _____**
**Construction Cost:_____**
**Construction Completion Date: _____**
**Firm**: _____
**Summary of Work:**

# FORM C
# PROJECT EXPERIENCE OF PROJECT TEAM
# (PAGE 5 of 5)

5. **Project Name:**
**Owner:**
**Reference Name, Address, Phone Number, Email Address:**

**Project Type (A,B, C, D, or E) and Description:**

**Design or Consulting Fee: _____**
**Design or Consulting Completion Date (month/year): _____**
**Construction Cost:_____**
**Construction Completion Date: _____**
**Firm**: _____
**Summary of Work:**

# SECTION VI – PROJECT APPROACH

# SECTION VII – RESUMES

# SECTION VIII – OTHER REQUIRED FORMS

# BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____
   _____
   _____
   _____
   _____

2. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____
   _____
   _____
   _____
   _____

3. Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____
   _____
   _____
   _____
   _____

# AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

**(PAGE 1 OF 2)**

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. **Current domicile of Project Manager:**

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |
| County | |
| Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No | |

2. **Current domicile of Project Engineer:**

| | |
|---|---|
| Name | |
| Address | |
| City, State, Zip | |
| County | |
| Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No | |

3. **Firm's Office Location:**

| | |
|---|---|
| Company | |
| Address | |
| City, State, Zip | |
| County | |
| Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No | |

**CITY OF COCOA**
**REQUEST FOR QUALIFICATIONS**
**Q-23-12-COC**

## AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

**(PAGE 2 OF 2)**

**AFFIDAVIT**

**Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.**

| | |
|---|---|
| **Authorized Signatory** | **Name of Proposer** |
| **Typed or Printed Full Name** | **Date** |
| **Title** | |

On this _____ day of _____, 20__, before me appeared (name)_____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)_____. to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

## AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF _____

CITY OF _____

BEFORE ME**,** the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

| CONTRACT | AMOUNT PAID |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

| CONTRACT | AMOUNT PAID |
|---|---|
| _____ | _____ |

| | |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

# AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4. I am familiar with the current professional licensing status of Respondent.

5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion and I am familiar with the contents of said response.

6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and

7. Based on my personal knowledge and belief, I state as follows:

   a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

## Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

**THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.**

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of $1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ My commission expires: _____
(Print Name)

## Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

# Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

**IDENTICAL TIE PROPOSALS:** Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

| | |
|---|---|
| AUTHORIZED SIGNATORY | Typed Name of Signatory |
| Title | Date |
| Witness Signature | Typed Name of Witness |

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b.Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

**Instructions for Certification (A)**
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

| Applicant: | Date: |
|---|---|
| Signature of Authorized Certifying Official: | Title: |

# Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

_____ whose business address is _____
[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. **NON-COLLUSION PROVISION CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in**, Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

| | |
|---|---|
| AUTHORIZED SIGNATORY | Typed Name of SIGNATORY |
| Title | Date |
| Witness Signature | Typed Name of Witness |

# Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

| **TYPE OF ORGANIZATION** | | | | | |
|---|---|---|---|---|---|
| (Please place a check mark (✓) next to applicable type) | | | | | |
| | Corporation | | Partnership | | Non-Profit |
| | Joint Venture | | Sole Proprietorship | | Other (Please specify) |
| | | | | | |
| State of Incorporation | | | | | |
| Principal Place of Business (Enter Address) | | | | | |
| | | | | | |
| Federal I.D. or Social Security Number | | | | | |

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:
_____

Mailing_Address:
_____

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized SignatoryPrinted Name

_____
Title_____
Date_____

# E-Verify Contractor Affidavit

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

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

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

FEMA RIDER

## FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

## GRANTEES AND SUBGRANTEES

### 1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**2. *Compliance with the Davis-Bacon Act***

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

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

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

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

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys

payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

~~**5.** Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

## 6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

## 7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

**8. Suspension and Debarment**

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

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

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

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

**9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

**10. PROCUREMENT OF RECOVERED MATERIALS**

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

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

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.
   i. Section 889(b) of the John S. McCain National Defense Authorization Act

for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of

any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**12.** DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**13.** Access to Records

The following access to records requirements apply to this contract:

(1)The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2)The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3)The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**14.** *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

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

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

**16.** *No Obligation by Federal Government*

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

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

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

**18.** *Affirmative Socioeconomic Steps*
If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**19.** ~~*Copyright and Data Rights*~~ **– *Not applicable***
~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

| | |
|---|---|
| Authorized Signature | Date |
| Name of Respondent | |
| Title | |

# Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

**Grant Conditions and Federal Provisions**

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondant/Contractor_Name:
_____

Mailing_Address:
_____

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

_____ _____
Authorized Signature Date

_____
Name of Respondent

_____
Title

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-256 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Multi-Year Contract |
| **File created:** | 4/13/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Approve a Multi-Year Piggyback Agreement with PDCS, LLC for Fire Inspection Services, Plan Review and Community Risk Reduction Services though September 30, 2025. Approve a Resolution Amending the FY23 Budget, BAF# 20-060-A. Authorize the City Manager to Execute the Agreement and Approve Related Purchase Orders for Each Fiscal Year, Pending the Adoption of each year's Annual Budgets. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Budget Resolution FY 2023- ADA Compliant.pdf<br>BAF 23-060-A FD-PDCS Fire Inspection Srv (4-25-23) Agenda 23-256 .pdf<br>PARTIALLY EXECUTED Standard Form for Piggyback Contract No. RFQ 021-0-2021RS.pdf<br>Original Contract PDCS LLC (Exhibit A).pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2023
Agenda Date: April 25, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
Approve a Multi-Year Piggyback Agreement with PDCS, LLC for Fire Inspection Services, Plan Review and Community Risk Reduction Services though September 30, 2025. Approve a Resolution Amending the FY23 Budget, BAF# 20-060-A. Authorize the City Manager to Execute the Agreement and Approve Related Purchase Orders for Each Fiscal Year, Pending the Adoption of each year's Annual Budgets.

## BACKGROUND:

The Fire Department is in critical need of conducting fire inspections for the new and existing construction within the City of Cocoa. Due to a low job market for Fire Inspectors, the City needs the assistance of a third-party vendor to provide these services. The contractor will provide a full-time building inspector to meet the City's needs beginning after approval of this agenda item through the end of FY 2025. Assistance with consistent inspections will allow the Fire Department to maintain the NFPA standards and ISO rating for fire inspections. Additionally, an inspector is need to review plans related to economic development. Contracting this service will also help the City maintain the need for economic growth and demands required for inspections and plan reviews.

The Fire Department plans on recouping a majority of the costs of these services by freezing the budgeted Fire Inspector position and through fire inspection, permitting and plan review fees. Estimated costs will be included in the adopted budgets for FY 2024 and FY 2025. Any amount that exceeds the adopted budget amount will be brought to Council to approve further budget amendments. Estimated cost through the end of FY 2023 is $110,000. Estimated costs for FY 2024 and 2025 are approximately $200,000 per year (see below). BAF# 20-060-A will recognize unbudgeted revenue to pay for $95,000 of the FY 2023 cost of services. The remaining amount of $15,000 will come from budgetary cost savings from the vacant Fire Inspector position.

Staff is requesting the approval of a multi-year piggyback agreement with PDCS, LLC based on Sumter County Board of Commissioners contract RFQ 021-0-2021/RS for Inspection, Plan Review, and Community Risk Reduction Services, through Fiscal Year 2025, with the intention of hiring a Fire Inspector by the end of that time frame. Staff is also requesting approval for the City Manager to approve the purchase orders for FY 2024 and FY 2025 as the cost will exceed his approval authority.

## STRATEGIC PLAN CONNECTION:

Public Safety

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | Yes (Partial) |
| If not budgeted, is amendment/transfer attached? | Yes |

FY2023

| | |
|---|---|
| Amount Requested | $95,000 |
| Account Number | 001-0000-369.90-00 |
| Account Name | Miscellaneous Revenues |

| | |
|---|---|
| Amount Requested | $95,000 |
| Account Number | 001-2200-522.34-00 |
| Account Name | Contract Services |

Estimate for FY 24 and FY 25
2080 Hours X $96.00/hour
FY24: $199,680
FY25: $199,680

## PREVIOUS ACTION:

## RECOMMENDED MOTION:

Approve a Multi-Year Piggyback Agreement with PDCS, LLC for Fire Inspection Services, Plan Review and Community Risk Reduction Services though September 30, 2025. Approve a Resolution Amending the FY23 Budget, BAF# 20-060-A. Authorize the City Manager to Execute the Agreement

and Approve Related Purchase Orders for Each Fiscal Year, Pending the Adoption of each year's Annual Budgets.

# RESOLUTION NO. 2023-043

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, at the Regular Meeting assembled on the 25th day of April, 2023

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# City of Cocoa Budget Adjustment Form FY 2023 - 23-060-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: Fire | DATE PREPARED: 04/07/23

'REVENUE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 95,000 | 001-0000-369.90-00 | | Miscellaneous Revenues | $ 0 | $ 0 | $ 95,000 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 95,000 | TOTAL | | | | | | |

'EXPENSE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 95,000 | 001-2200-522.34-00 | | Contract Service | $ 0 | $ 0 | $ 95,000 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 95,000 | TOTAL | | | | | | |

**REASON/JUSTIFICATION FOR ADJUSTMENT:**

The Fire Department will be procuring Fire Inspection Services from PDCS. The department is currently in critical need to conduct fire inspections for new and existing construction within the city. Due to a low market for fire inspectors, a third party vendor (PDCS) is needed to assist with the inspections and plans review. This will provide consistence with the inspections while helping to maintain the NFPA standards and ISO rating for fire inspections. Contracting of this service will also help the city maintain the need for economic growth coming into the city and meet the demands required for inspections and plans review. Agenda 23-256

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/25/23 *RESOLUTION #:* 2023-043

***City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.***

| | | | | | |
|---|---|---|---|---|---|
| 4/7/23 | Lora Howell Digitally signed by Lora Howell Date: 2023.04.07 11:55:36 -04'00' | 4/10/23 | Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.04.10 16:06:47 -04'00' | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| 4/7/23 | Jonathan Lamm Digitally signed by Jonathan Lamm Date: 2023.04.07 12:54:18 -04'00' | | Lora Howell Digitally signed by Lora Howell Date: 2023.04.14 08:43:20 -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 12/8/22 - IT

# STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **PDCS, LLC, 3361 Rouse Rd., Suite 210, Orlando, FL 32817** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Vendor has entered a contract with Board of Sumter County Commissioners, said contract being identified as: RFQ 021-0-2021/RS Sumter County Building Inspection, Plan Review and Community Risk Reduction Services (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Building Inspection, Plan review and Community Risk Reduction Services.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

**2.1. Time Period ("Term") of the Agreement:**

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and PDCS, LLC. The term of said agreement shall be for the period effective date of signature through **09/30/2025**.

**2.2 Vendor Fees**

Pricing listed in the **Contractor Fee Schedule** attached to **EXHIBIT A** to remain firm through the term of this agreement.

2.3 **Procedural and Process Improvement Report**

The Contractor will provide within 45 days after execution of the contract a report outlining any opportunities for procedural and process improvements. The report will also address what steps will be undertaken to address concerns raised in the attached letter listed as **Exhibit B**.

**2.4 Insurance Requirements (As Applicable):**

A. Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work

performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. The contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by the Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

**2.2. E-Verify:**
The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit C)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

**2.3. Address change for the City of Cocoa:**
Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

**2.4. Venue:**
Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

**2.5. Dispute Resolution:**

Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

**2.6. Notice:**

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

| **For Vendor** | **For City** |
|---|---|
| PDCS, LLC<br>Attn: Paul C. Smith, Managing Partner<br>3361 Rouse Rd<br>Suite 210<br>Orlando, FL 32817<br>Phone: (407) 277-9795<br>Email: psmith@pdcsllc.com | City of Cocoa<br>Attn: Stockton Whitten, City Manager<br>65 Stone Street<br>Cocoa, FL 32922 |

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this 18th day of April

**PDCS, LLC**

By: _____

Paul C. Smith, Managing Partner

Date: 4/18/23

**City Council Approval Required**

**X** Yes (Approved by Mayor)

☐ No (Approved by City Manager)

**CITY OF COCOA**

By: N/A

Date: _____

**(Stockton Whitten, City Manager)**

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

Date: _____

**(Michael C. Blake, Mayor)**

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

**SUBJECT:** Enter into Contract with PDCS, LLC for RFQ 021-0-2021/RS Sumter County Building Inspection, Plan Review, and Community Risk Reduction Services (Staff Recommends Approval).

**REQUESTED ACTION:** **Staff Recommends Approval**

**Meeting Type:** Special Called Regular Meeting **DATE OF MEETING:** **9/21/2021**

**CONTRACT:** ☐ N/A Vendor/Entity: PDCS, LLC
Effective Date:10/1/2021 Termination Date: 9/30/2023
Managing Division / Dept: **Building & Code**

**BUDGET IMPACT:** $3,200,000.00

**Type:** Annual **FUNDING SOURCE:** **Building Services Fund & General Fund**
**EXPENDITURE ACCOUNT:** **124-142-524-3100 - $2,850,000.00**
**001-140-522-3100 - $ 350,000.00**

**HISTORY/FACTS/ISSUES:**

On August 10, 2021, the BOCC approved contract negotiations with PDCS, LLC for RFQ 021-0-2021/RS Sumter County Building Inspection, Plan Review, and Community Risk Reduction Services.

Attached for the BOCC review and approval is the negotiated agreement.

| **Prepared by:** | **Becky Segrest** | **Grammarly Check** | ☒ |
|---|---|---|---|

**APPROVED** **SEPTEMBER 21, 2021**

**SUMTER COUNTY BUILDING INSPECTION, PLAN REVIEW, AND COMMUNITY RISK REDUCTION SERVICES AGREEMENT**

**THIS AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into this 21st day of September, 2021, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 319 E. Anderson Avenue, Wildwood, Florida 34785, and PDCS, LLC (hereafter referred to as "Contractor"), whose address is 3361 Rouse Road, Suite 210, Orlando, Florida 32817.

**RECITALS**

WHEREAS, the Board has need of professional services for RFQ 021-0-2021/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Contractor, based on the Contractor's response to RFQ 021-0-2021/RS Sumter County Building Inspection, Plan Review, and Community Risk Reduction Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Contractor to the Board will be that of a professional Contractor and the Contractor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Contractor's profession, and Contractor will endeavor to provide to the Board prompt and efficient services to the best of its ability.

2. Contractor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in RFQ 021-0-2021/RS.

3. The term of this Agreement shall commence on October 1, 2021 and continue in full force through September 30, 2022 (the "Initial Term"), with an additional two (2) one-year renewals unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph six (6) of this Agreement.

4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.

5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Contractor Fee Schedule, attached hereto, and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

6. General Considerations.
   a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
   b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Contractor shall be made available to the Board upon request and shall be considered public records.
   c. Contractor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board' s custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Contractor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Contractor or keep and maintain public records required by Board.
   d. If Contractor transfers all public records to Board upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
   e. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or suspension of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Contractors (if any).
   f. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
   g. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT** 352-689-4400, Sumter County Board of County Commissioners, 319 E. Anderson Avenue, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.
   h. Contractor shall, at all times, carry General Liability, and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ 021-0-2021/RS, naming Board as both a certificate holder and an additional insured in each such policy.
   i. Upon Contractor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and Board mutually deem necessary, and Contractor may rely upon same in performing the services required under this Agreement.

j. Contractor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.

7. The Contractor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.

8. The Contract Documents, which comprise the entire Contract between Board and Contractor and which are further incorporated herein by reference, consist of the following:

    a. RFQ 021-0-2021/RS
    b. Contractor's Proposal in Response to RFQ 021-0-2021/RS
    c. This Agreement
    d. Permits / Licenses
    e. All Proposal Addenda Issued Prior to Opening Date
    f. All Modifications and Change Orders Issued

9. Contractor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Contractor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney' s fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Contractor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.

10. Contractor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board' s personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Contractor, or its employees, agents or servants. Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of Contractor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Contractor as employer is responsible. Contractor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Contractor; (b) require attendance by Contractor, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Contractor from working for any other party.

11. **Force Majeure**. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or

performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney' s fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

14. **Entire Agreement**. This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in

any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.

16. **Compliance with Licenses, Permits, and Applicable Laws**. In performing services hereunder, Contractor shall comply with all federal, state and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

17. **E-Verify**: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

18. The Contractor agrees to certify to the Board that Contractor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Contractors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Contractor certifications must be kept on file by the Contractor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debarring the Contractor from performing services for the County.

19. **Conflict of Interest**. Contractor shall notify Board in writing of any commitments during the term of this Agreement, which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

20. **Corporate Status; Change of Ownership.** If Contractor is a non-governmental, corporate entity:
21.

    a. *Corporate Status*. Contractor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Contractor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

    b. *Change of Ownership*. Contractor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the Contractor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

24. **Parties Acknowledgement; Parties Bound**. The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

25. **Waiver**. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

26. **Time is of the Essence**. Time shall be of the essence of this Agreement.

27. **Survivability.** Any provision of this Agreement, which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

31. **Cooperation; Supplementary Actions**. All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

33. **Incorporation of Recitals**. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

| FOR THE BOARD | FOR THE CONTRACTOR |
|---|---|
| Name: Bradley S. Arnold | Name: Paul C. Smith |
| Address:319 E. Anderson Avenue, Bushnell, FL 33513 | Address: 3361 Rouse Rd., #210 Orlando FL. 32817 |
| Title: County Administrator | Title: |
| Date: 9/21/21 | Date: 10/8/21 |

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

By: _____

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

_____

By: Chairman

Date Signed: 9/21/21

ATTEST:

By: _____

PDCS, LLC

_____

By: _____

Date Signed: 10/8/21

## CONTRACTOR FEE SCHEDULE

## PDCS, LLC

| Service | Rate |
|---|---|
| • Licensed Plans Examiner, Residential and/or Commercial | $98.00/hour |
| • Inspection Services Residential and/or Commercial | $92.00/hour |
| • Supplemental Inspection Services (at request of county) | $92.00/hour |
| • Fire Services (Inspection, Plan Review, and Risk Reduction) | $96.00/hour |
| • Floodplain Management Services | $192.50/hour |

The above rates are based on time spent for county inspections and plan review workload.

Overtime (over 8 working hours in a day) and/or weekend rates are 1.5 times the listed rates.

Holiday (County) rates are 2.0 times the listed rates with a two hour minimum.

All travel and expenses are included in the listed rates above. No additional charges for travel or expenses. The hourly rate shall not apply until the CONTRACTOR arrives at the COUNTY offices or the first inspection. The hourly rate shall not be paid by the COUNTY after the CONTRACTOR leaves the last inspection or the COUNTY office.

# SCOPE OF SERVICES

**Services will include, but may not be limited to, the following:**

The scope of work to be performed by the awarded consultant will consist of the following:

- Provision of residential and commercial structural inspections for compliance with Florida Building Code and other applicable state statutes.
- Provision of residential and commercial structural plan reviews for compliance with Florida Building Code and other applicable state statutes.

**Qualification/Experience requirements**:

The Respondent must submit complete and detailed summaries of the qualifications/experience that qualify them to provide the identified scope of services.

**Respondents must demonstrate the following**:

- Adequate and sufficient personnel to provide timely service under all conditions.
- Inspectors and Plans Examiners are properly licensed by the Florida Department of Business and Professional Regulation.
- Experience with local jurisdictions of a similar size, complexity, and level of customer service as Sumter County.

**Supervision and Personnel:**

Respondent must demonstrate how the operation will be supervised and what quality controls will be in place for the required scope of services.

**Records:**

Respondent must demonstrate how records will be maintained and accessed in accordance with local, State, and Federal Public Records Retention Requirements.

**Statements of Qualifications:**

The format for the qualifications statement shall be as follows:

1. Capability of the firm or firm(s) to perform all or most aspects of the services required with proper licensing of personnel (i.e. Include company organizational structure, company history and background, size of company, company's experience and capability to perform and/or administer all of the requirements for the described scope of services).
2. Qualifications and experience of key personnel and ability to provide qualified employees (i.e. Identify proposed team members and responsibilities. Provide individual resumes with credentials and experience).
3. Relevant experience in providing comparable services and experience with similar size and type jurisdictions in similar fast-growth environments (i.e. Provide the name and phone number for four (4) references familiar with your qualification to provide the identified services).
4. Familiarity with and understanding of special problems, needs, and considerations associated with performance of inspection and plan review services in a fast-growth

environment (i.e. provide relevant customer service examples).

5. Demonstrated ability to meet schedules (i.e. provide the average timeframe for completing plans review for residential and commercial buildings).
6. Submittal quality and completeness/references (i.e. the submittal has no typographical, grammar, or formatting errors and complies with the format requested herein).

The Contractor shall provide residential and commercial inspections for compliance with the Florida Building Code, State Statues, and local codes and ordinances. The inspection services shall include new and existing (non-new) residential and commercial construction throughout the entire service area of the County, Including The Villages DRI. The County shall assign all residential and commercial inspections, under the conditions set forth herein, to the Contractor and other work or inspections as determined by the Building Official or his/her designee.

The Contractor shall provide residential and commercial plan review for compliance with the Florida Building Code, State Statutes, and local codes and ordinances. Plan review services shall be provided for any construction throughout the entire service area of the County, including The Villages DRI. Any additional services will be assigned to the Contractor on an as needed basis as determined by the Building Official or his/her designee.

All work shall be performed in accordance with generally accepted professional standards in the construction industry.

In addition to normal inspection requirements, in the event of a disaster or large emergency that damages residential homes and businesses, the Contractor shall provide the County additional qualified inspectors to assist in immediate post disaster activities, including building damage assessments and building inspections.

Other services the Contractor will provide on an as needed basis are inspection and plan review services for Florida Fire Prevention Code compliance.

**Fire Inspection:**

- Conducting initial, annual, and required follow-up, fire and life safety inspections for all new and existing places of assembly, multiple-family housing, commercial, industrial, institutional, local government occupancies, and temporary structures, as required of the Authority Having Jurisdiction (AHJ).
- The review of fire protection equipment required by code and serviced by fire equipment dealers, automatic or manual, including kitchen suppression systems, sprinkler systems, engineered systems, and fire alarms.
- Scheduling initial and follow-up inspections, preparing and maintaining a variety of reports, records, and files related to assigned activities, the completion of required reporting in the agency's records management software program (currently, Firehouse Software®), and education of business owners and residents in fire and life safety shall occur during inspections.
- Investigation of complaints related to fire and life safety issues.
- Developing documentation regarding conformity to laws, ordinances, and regulations pertaining to the prevention and control of fire, the protection of life and

property from fire, explosion or panic, the installation and maintenance of fire control and fire and life safety appliances, and the storage and handling of materials that create fire hazards.

- Application of the Sumter County Code of ordinances, the Florida Fire Prevention Code, along with applicable NFPA consensus standards, guides the performance of these duties.
- In the event of a disaster or large emergency, the Contractor shall provide the County additional qualified inspectors to assist in immediate post disaster activities, which may include building damage assessments and building inspections.

**Fire Plan Review:**

- Plans will be reviewed for conformity and consistency to the Florida Fire Prevention Code, the Florida Building Code, Sumter County Code of Ordinances, and all other applicable codes, standards and regulations pertaining to the plans under review.
- The review of plans for new construction, demolition, and modification of existing structures for assembly, multiple-family housing, commercial, industrial, institutional, local government occupancies, and temporary structures, as required of the Authority Having Jurisdiction (AHJ).
- Work closely with the Fire Chief for AHJ related interpretations and concerns.
- Review of plans will occur as expeditiously, with an initial turnaround goal of one week or less, based upon project scope and plan complexity.
- Provide weekly, at minimum, updates regarding plan review projects and their status. Additional details and updates will be provided for any projects expected to experience delays in processing.
- Any customer complaints will be immediately brought to the attention of the Fire Chief.

**Community Risk Reduction (CRR):**

- Work closely with the Fire & EMS Chief or designee in the identification and prioritization of community risks.
- Work with the Fire & EMS Chief or designee *in* developing strategies and tactics to mitigate risks.
- Assist the Fire & EMS department in the development of specific CRR related activities and programs through an integrated community risk assessment process.
- Delivers programs and activities to the adult community in areas identified as relevant to reduce risk in the communities served.
- Provides reports and evaluations of activities with recommendations for needed modification.

**Additional Duties as Required:**

Any additional materials that may be required beyond our initial contract will be provided at an additional cost.

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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-255 | **Version:** | 1 | **Name:** | |
| **Type:** | Report | | | **Status:** | Public Hearing |
| **File created:** | 4/13/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2023-2024 CDBG and HOME program funding. (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Notice of Funding - FT.pdf<br>Updated 4-12-23 Cocoa Brevard County CPP - Update July 2016.AFH.Final.pdf<br>RFP 2023 Scoring.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2023
Agenda Date: April 25, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2023-2024 CDBG and HOME program funding.

## BACKGROUND:

For FY 2023-2024, and based on last's year's allocation, the City anticipates receiving $128,609 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving $76,044 in HOME Investment Partnership Program (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 use of CDBG funds must meet one (1) of the three (3) National Objectives: benefit low/moderate income persons; eliminate or prevent slums or blight; or meet urgent needs. CDBG allows a maximum of 15 percent of the grant to be allocated to a public service agency and a maximum of 20 percent of the grant be allocated for staff administration.

HOME funds can only be used to address housing needs, such as: home purchase or rehabilitation financing assistance; build or rehabilitate housing for rent or ownership; or for other reasonable and

necessary expenses related to the development of non-luxury housing, including site acquisition or improvement, and demolition of dilapidated housing to make way for HOME-assisted development. Additionally, some special conditions exist with HOME funds. The City must provide a 25 percent match for every dollar of HOME funds used (except for administrative costs) from nonfederal sources and at least 15 percent must be set-aside for Community Housing Development Organization (CHDO) activities, 7.43 percent is available for staff administration and the remaining allocation towards eligible HOME activities (2.57 percent is retained by Brevard County as lead agency).

All activities carried out with CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan. The FY 2022-2027 Five (5) Year Consolidated Plan and one (1) year Action Plan was adopted in 2022. The FY 2023-2024 Action Plan will be submitted to Brevard County by July 28, 2023 for submission to HUD.

Staff advertised a notice of funding availability along with a Request for Proposals (proposals) using the anticipated grant allocations. In addition to city staff generated requests, five (5) proposals were received. All proposals were reviewed at a publicly noticed meeting by a staff review committee. The committee consisted of: Tiffany Bonadio, Public Information Coordinator, Colleen Campbell, Senior Budget Analyst, Marcia Markham Housing Program Coordinator, Florence Torbert, Housing Program Coordinator and Connor Williams, Grant Writer/Economic Development Specialist.

Proposals were reviewed and evaluated according to the criteria below:

A. Introduction (maximum of 10 points)
B. Demonstration of Need (maximum of 15 points)
C. Description of Target Clientele (maximum of 10 points)
D. Measurable Outcomes (maximum of 5 points)
E. Consolidated Plan Consistency (maximum of 10 points)
F. Organizational Capacity and Capability (maximum of 15 points)
G. Leveraging (maximum of 10 points)
H. Financial Capacity (maximum of 20 points)
I. Past Performance (maximum of 20 points)

The five (5) agencies that requested CDBG public service dollars were ranked by committee members as follows:

| **AGENCY NAME:** | Tiffany Bonadio | Colleen Campbell* | Marcia Markham | Florence Torbert | Connor Williams | **TOTAL PTS:** | **AVG SCORE:** |
|---|---|---|---|---|---|---|---|
| Brevard Alzheimer's Assoc. 5 | 52 | 67 | 45 | 45 | 59 | 268 | 53.6% |
| Central Brevard Sharing Center 3 | 90 | 82 | 69 | 97 | 78 | 416 | 83.2% |
| Community Services Council 2 | 100 | 95 | 94 | 94 | 100 | 483 | 96.6% |
| Family Promise 1 | 100 | 97 | 100 | 100 | 92 | 489 | 97.8 |
| Salvation Army 4 | 80 | 67 | 75 | 64 | 61 | 347 | 69.4% |

* Colleen Campbell, Senior Budget Analyst reviewed and ranked Financial Capacity, her score was added to each of the reviewers scores.

Of the five (5) proposals submitted, four (4) requested public service funds related to the CDBG Program. The total amount of funds requested was $37,000 and the City will have approximately $19,291.35 available to support public services. As noted in the RFP, the minimum funding was listed at $5,000 as the expected funding was at approximately $26,000. With the release of the CDBG funding for FY2023-2024, the City's allocation decreased by approximately $5,000, thus causing the recommended funding to drop below $5,000.

Based on thorough review of each agency's proposal and financial statements, the committee's recommendations are as follows:

| ***CDBG Public Services - Maximum 15% allowed $19,291.35*** | | | |
|---|---|---|---|
| **Name of Agen** | **Description of provided** | **Amount Requested** | **Amount Recommended** |
| Brevard Alzheime | Provide transport appointments | $5,000 | $0 |
| Central Brevard S | Provide meals to moderate income | $15,000 | $5,000* |
| Community Servi | Meals on Wheels 9,200 meals to 9 City. | $11,979 | $5,250* |
| Family Promise | Rental/Mortgage households in the | $10,447.75 | $5,250* |
| Salvation Army | 15,000 meals to s minimum of 5,00 | $ 7,000 | $3,791.35* |

| ***CDBG SECTION 108 Payments - $83,595.85*** | | | |
|---|---|---|---|
| Section 108 Loa Program | Repayment of Section 108 Loa | N/A | $83,595.85* |

| ***CDBG Administration - 20% - $25,721.80*** | | | |
|---|---|---|---|
| City Staff | Salaries | N/A | $24,721.80* |
| Fair Housing | | N/A | $ 1,000 |
| ***Total CDBG Allocation*** | | | ***$128,609*** |

| ***HOME Administration- 7.43%* Brevard County Staff Admin 2.57%* - Total Admin 1*** | | | |
|---|---|---|---|
| Brevard County Staff | County admin of HO | N/A | $1,954.33* |
| City Staff Admin | City Staff salaries | N/A | $5,650.07* |

| ***HOME CHDO & Housing Set Aside - $79,466**** | | | |
|---|---|---|---|
| CHDO Housing Activ | 15% Mandatory CHD | N/A | $11,406.60* |
| Homebuyer Assistan Program | Homebuyer Assistan | N/A | $57,033.00* |
| ***Total HOME Allocation*** | | | ***$76,044*** |


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***The award will be modified if any increase or decrease to funding occurs.***

The Brevard Alzheimer's Association was a first-time applicant with the City of Cocoa.
After the review committee scored the application, funding was not recommended. Staff provided additional technical assistance to try to strengthen their application and encouraged them to reapply next year.

As required by the City's Citizen Participation Plan, staff is requesting City Council hold a Public Hearing to obtain citizen input and comments on housing and community development needs and approve recommendations on FY 2023-2024 CDBG and HOME Program funding. Upon the City Council's approval, a 30-day public comment notice listing proposed projects along with the corresponding Action Plan will be advertised in the Florida Today newspaper. The notice will also inform the public of the date of the second and final Public Hearing, which will be held after June 1, 2023.

## STRATEGIC PLAN CONNECTION:

Affordable Housing initiatives in the City of Cocoa

## BUDGETARY IMPACT:

No budget impact to the current Fiscal Year 2023 Budget as the allocations will take effect in Fiscal Year 2024, beginning October 1, 2023.

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2023-2024 CDBG and HOME program funding.

FLORIDA TODAY
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**Classified Ad Receipt**
**(For Info Only - NOT A BILL)**

**Customer:** CITY OF COCOA - TE

**Address:** 65 STONE ST
COCOA FL 32922
USA

**Ad No.:** 0005523690
**Pymt Method** Invoice
**Net Amount** 90.06

**Run Times:** 1

**No. of Affidavits:** 1

**Run Dates:** 12/20/22

**Text of Ad:**

ad#5523690, 12/20/2022
**COMMUNITY DEVELOPMENT BLOCK GARANT PROGRAM (CDBG) & HOME INVESTMENT PARTNERSHIP PRGRAM (HOME)**

The City of Cocoa expects to receive an estimated $155,644.00 in CDBG funds and approximately $82,793.23 in HOME program funds for the fiscal year 2023-2024. The overall purpose of the CDBG program is the development of viable urban communities by providing decent housing and suitable living environment and economic opportunities principally for persons of low/moderate income. Eligibility activities include public service, public facilities and improvements, housing, code enforcements, clearance and demolitions, economic developments, acquisition and disposition. At least 70% of all CDBG funds must be expended on program activities benefiting low/ moderate income persons.
Proposal packets for eligibility projects and activities will be available for non-profit or govt. agencies anytime during regular business hours on December 20, 2022. All applications and proposals packets can be picked up at the City of Cocoa, Community Services office located at 65 Stone St, Cocoa, FL 32922. App proposals are due no later than 12:00pm on January 20, 2023. For more information call Marcia Markham at (321) 433-8525 or Florence Torbert at (321) 433-8520.

# CITIZEN PARTICIPATION PLAN

## I. Introduction

The Brevard HOME Consortium is a recipient of HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development (HUD). The HOME Consortium is comprised of Brevard County and the Cities of Titusville, Cocoa, Melbourne, and Palm Bay. Brevard County serves as the lead jurisdiction of the HOME Consortium. The Brevard County Housing and Human Services Department is responsible for the planning, preparation, day to day activities, and submission of the Consolidated Plan, Action Plan, Substantial Amendments, Performance Reports (affecting the HOME Investment Partnerships Program grant), and the Brevard County Community Development Block Grant. Consistent with the duties and responsibilities of the grant, not more than ten percent (10%) of the annual HOME Investment Partnerships Program funds (including program income) is used for administration. Based upon identified needs and goals, Brevard County Housing and Human Services Department determines the annual allocation of funding after receiving input from the public, advisory bodies, and staff. Pursuant to 24 CFR Part 91, these funding allocations concur with the needs and goals established in the Brevard HOME Consortium's Consolidated Plan. Furthermore, these requirements do not restrict the responsibility or authority of the HOME Consortium to develop or execute the Consolidated Plan.

All participants in federally funded programs are required to have a Citizen Participation Plan (CPP), pursuant to 24 Code of Federal Regulations (CFR) Part 91, Subpart B. This CPP sets forth the policies, procedures and implementation strategies to provide for and encourage effective citizen input. Planning, implementation, and assessment of the Consolidated Plan, Assessment of Fair Housing, Substantial Amendments, Annual Action Plan, Consolidated Performance and Evaluation Reports, Section 108 Loan Program will each solicit public input. The CPP encourages participation by all residents, especially persons of low to moderate income who are residents of areas which are eligible for funding, such as those who live in the Community Development Neighborhood Strategy Areas. Citizens directly or indirectly impacted by the Section 108 Loan Guarantee Program, minority, and non-English speaking groups are also encouraged to participate, in accordance with 24 CFR Part 570. Residents of assisted housing developments are also solicited.

Each member city of the Brevard HOME Consortium (Consortium) is responsible for the development of their own individual CPP for Community Development Block Grant (CDBG) funds and any other HUD programs.

## II. Definitions

A. Assessment of Fair Housing: HUD requires the Consortium utilize a tool to conduct an assessment of fair housing in a structured planning process. The Assessment of Fair Housing is designed to help the Consortium analyze challenges to fair housing choices and establish goals and priorities to address the fair housing barriers in their community.

B. Annual Action Plan: An Action Plan is prepared for each of the five Consolidated Plan years, and specifies the anticipated amount of funding to be received. It serves as an annual application for funding, and describes the activities/projects that will address the needs and priorities identified in the Consolidated Plan.

C. Consolidated Plan: The Consolidated Plan is a five-year strategic plan, prepared as required by 24 CFR Part 91. It is the planning document used by the HOME Consortium to describe the needs and goals of various programs. The Consolidated Plan allows the Consortium to apply for funding under the HOME program. Additionally, it allows the individual members of the Consortium to apply for CDBG and other Housing and Community Development Program funding.

D. Consolidated Annual Performance and Evaluation Report (CAPER): The CAPER annually provides details of the Consortium's performance and progress made towards the five-year goals established in the Consolidated Plan. It is submitted within 90 days of the end of the Consortium's entitlement year, or by December 30, and is the basis for an evaluation of annual accomplishments.

E. Section 108 Loan Guarantee Program**:** The Section 108 Program (Section 108) is the loan guarantee component of the Community Development Block Grant (CDBG) Program. It is designed to provide communities with a source of financing for economic development, housing rehabilitation, public facilities and improvements, and large-scale physical development projects. The Section 108 Loan Guarantee Program allows local governments to transform a small portion of their CDBG entitlement funds into a federally guaranteed loan large enough to pursue physical and economic revitalization projects. This enables the renewal of entire neighborhoods. Such public investment is often needed to inspire private economic activity, provide the initial resources, or simply the confidence that private firms and individuals need to invest in distressed areas.

F. Substantial Amendment: A Substantial Amendment is defined as a change in the allocation priorities or the method of distributing funds; carrying out a new activity using funds covered under a Consolidated Plan; or a change to the purpose, scope, location or beneficiary of an activity. Reasonable notice of a proposed Substantial Amendment will be provided so that residents will have an opportunity to review and provide comments to proposed changes.

## III. Applicability and Adoption of the Citizen Participation Plan

Pursuant to 24 CFR Part 91.105 the Consortium has developed, adopted, and is committed to the implementation of the CPP. The procedures outlined herein are designed to encourage all residents to participate in process and program development.

## IV. Encouragement of Citizen Participation

The views of all citizens will be solicited, especially low to moderate income persons; those living in slum and blighted areas; and in areas where federal funds are proposed to be used, any substantial amendment, performance report or loan application. Additionally minorities, non-English speaking residents, persons with disabilities, and other interested parties will be solicited. The following strategies will be implemented:

1. Public and private agencies that provide assisted housing, health services, social, and fair housing services will be solicited. An example of these agencies or providers may include residents of public and assisted housing developments, local and regional institutions, the Continuum of Care, nonprofit organizations, community centers/groups in Neighborhood Strategy Areas, and faith-based organizations.

2. Contact with public and private agencies may be made in person, or sent by e-mail or regular mail. Additionally, citizen participation may be solicited via the Brevard County Housing and Human Services Department (County) website. Consortium member websites may be utilized to post plans, reports, etc. for public comment.

## V. Citizen Comments

Where a significant number of non-English speaking residents can be reasonably expected to participate, a method of communication will be provided. Accommodations will be provided for persons with disabilities, upon forty-eight (48) hour's notification to the County. The comment period will be thirty (30) days for development of the Consolidated Plan, Assessment of Fair Housing (including any revisions), Substantial Amendment, Annual Action Plan, and Section 108 Loan Application. The CAPER will have a fifteen (15) day comment period.

Written comments will be accepted during each 30-day public comment period. The County will consider any comments or views of residents received in writing or orally at a public hearing. A summary of these comments or views and a summary of any comments or views not accepted and the reasons why, will be attached to the applicable plan or report for submission to HUD.

Written comments regarding the Consortium or Brevard County CDBG Program should be addressed to the County. Contacts for each of the Consortium members are referenced below:

Brevard County
Housing and Human Services Department
2725 Judge Fran Jamieson Way
Building B, Suite 106
Viera, Florida 32940
(321) 633-2076
(321) 633-2170 Fax

City of Titusville
Neighborhood Services Department
725 South DeLeon Avenue
Titusville, Florida 32780
(321) 567-3783
(321) 383-5614 Fax

City of Cocoa
Housing and Neighborhood Services Division
65 Stone Street
Cocoa, Florida 32922
(321) 433- 8509
(321) 433-8543 Fax

City of Melbourne
Housing and Improvement Division
695 E. University Boulevard
Melbourne, Florida 32901
(321) 674-5734
(321) 674-5738 Fax

City of Palm Bay
Housing & Neighborhood Development Services
120 Malabar Road SE
Palm Bay, Florida 32907
(321) 952-3429
(321) 733-3087 Fax

## VI. Development of the Consolidated Plan

During the development of the Consolidated Plan, the Consortium will make available to citizens, public agencies and other interested parties the following information at Brevard County offices and at public hearing(s):

- the amount of anticipated assistance, including program income;
- the range of activities that may be undertaken (including estimated amount that will benefit persons of low and moderate income); and
- anticipated potential displacement, and efforts to minimize or assist displaced persons, as described in the Brevard County Anti-Displacement and Relocation Assistance Plan.

The Consortium will publish the proposed Consolidated Plan in a manner that affords citizens, public agencies and other interested parties a reasonable opportunity to review and submit comments. The following process will be used:

1. Advertise a summary of the public hearing in a newspaper of general circulation at least fifteen (15) days prior to the scheduled hearing which shall indicate the purpose, date, time and location of the hearing. The summary shall include purpose of the Consolidated Plan, contents, and list of locations where the entire plan can be examined at no charge. Some physical locations would include, but not be limited to the following public locations during the thirty (30) days comment period prior to the plan's submission:

    - Titusville Public Library

- Catherine Schweinsberg Rood Central Library (Cocoa)
- Franklin T. DeGroodt Public Library (Palm Bay)
- City of Titusville Neighborhood Services Department
- City of Cocoa Community Services Department
- City of Melbourne Housing and Neighborhood Improvement Department
- City of Palm Bay Housing and Neighborhood Development Services Division
- Brevard County Housing and Human Services Department and website

2. Any comments received in writing or orally at public hearings will be considered in preparation of the final Consolidated Plan. A summary of the comments will be attached to the final Consolidated Plan, in addition to an explanation for any comments not accepted.

## VII. Development of the Assessment of Fair Housing

A. Plan Development

The Consortium will follow the process and procedures described below in the development of its Assessment of Fair Housing (AFH).

1. HUD-approved Data for Public Review: The Consortium will make available to the general public the HUD-approved data and other supplemental information that the County plans to incorporate into its AFH. The Consortium will make this data available no later than 60 days after the initiation of the AFH document. The data will be made available online and accessible at ***http://www.brevardcounty.us/HumanServices***. This may include a link to HUD's website where the data can be readily accessed. The data will also be made available during the stakeholder consultation and citizen outreach initiatives conducted during the preparation of the AFH.

2. Stakeholder Consultation and Citizen Outreach: A variety of mechanisms may be utilized to solicit input. These include telephone or in-person interviews, mail surveys, internet-based feedback and surveys, focus groups, and/or consultation workshops. The Consortium will consult with other public and private agencies including, but not limited to, the following:

    a. Local public housing authorities
    b. Other assisted housing providers
    c. Social service providers including those focusing on services to minorities, families with children, the elderly, persons with disabilities, persons with HIV/AIDS and their families, homeless persons, and other protected classes
    d. Community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws
    e. Regional government agencies involved in metropolitan-wide planning and transportation responsibilities

3. Advertise all public meetings/hearings in a newspaper of general circulation prior to the scheduled meeting/hearing which shall indicate the purpose, date, time and location of the meeting/hearing.

4. Some physical locations would include, but not be limited to the following public locations during the thirty (30) day comment period prior to the plan's submission:

    - Catherine Schweinsberg Rood Central Library (Cocoa)
    - Central Brevard Public Library and Reference Center (Cocoa)
    - Franklin T. DeGroodt Public Library (Palm Bay)
    - Brevard County Housing and Human Services Department

- City of Titusville Neighborhood Services Department
- City of Cocoa Community Services Department
- City of Melbourne Housing and Neighborhood Improvement Department
- City of Palm Bay Housing and Neighborhood Development Services Division

5. In addition, Housing and Human Services will make available a reasonable number of free copies of the proposed document to residents and groups that request them.

6. The Board of County Commissioner's approved AFH will be submitted to HUD no less than 270 calendar days before the start of the County's next Consolidated Plan cycle beginning in 2021. Thereafter, the AFH will be submitted to HUD no less than 295 calendar days before the start of the Consolidated Plan cycle beginning in 2026.

B. Revisions to the Assessment of Fair Housing

1. The Consortium will revise its AFH previously accepted by HUD under the following circumstances:

    a. A material change occurs. A material change is a change in circumstances that affects the information on which the AFH is based to the extent that the analysis, the fair housing contributing factors or the priorities and goals of the AFH no longer reflect actual circumstances. For example, but not limited to:

        i. Presidentially declared disasters, under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), that are of such a nature as to significantly impact the steps the Consortium may need to take to affirmatively further fair housing
        ii. Significant demographic changes
        iii. New significant contributing factors in the Consortium, and
        iv. Civil rights findings, determinations, settlements (including voluntary compliance agreements), or court orders

    b. Upon HUD's written notification specifying a material change that requires the revision.

2. The draft revised AFH will be placed on display for a period of no less than 30 days to encourage public review and comment. The public notice shall include a brief summary of the revisions, the dates of the public display and comment period, the locations where copies of the proposed revised plan can be examined, how comments will be accepted, when the document will be considered for action by the Board of County Commissioners, and the anticipated submission date to HUD. Copies of the draft Revised AFH will be made available for review at the above referenced locations noted in VII.A.4.

3. In addition, Housing and Human Services will make available a reasonable number of free copies of the proposed document to residents and groups that request them.

4. The Board of County Commissioners approved revised AFH will be submitted to HUD within 30 days following the end of the public comment period.

## VIII. Development of Substantial Amendments

Prior to amending the Action Plan and/or the Consolidated Plan, reasonable notice and opportunity will be given to all citizens via a 30-day comment period. The Consortium member will publish the proposed

substantial amendment in a newspaper of general circulation. One (1) public hearing shall be held prior to submission to HUD.

The following criteria for determining what changes in planned or actual HOME Consortium or Brevard County CDBG activities constitute a Substantial Amendment to the Consolidated Plan and/or the Action Plan:

1. Any change in the allocation priority or change in the method of distribution of funds.

2. The use of funds to carry out an eligible activity from any program covered by the Plan (including program income), not previously described in the Action Plan.

3. A change in the purpose, scope, location or beneficiaries of an activity. A change in the use of funds from one eligible activity to another.

4. A change in the project location which is outside of, and not contiguous to, previously designated target area; or described location for the activity.

5. The percentage of federal CDBG funds expended for the benefit of low to moderate income persons falls below its required 70% as a result of any proposed increase/decrease in expenditures for any one project or activity.

Any comments received in writing or orally will be considered in preparation of the final Substantial Amendment. A summary of the comments will be attached to the final Substantial Amendment, in addition to an explanation for any comments not accepted.

## IX. Development of Performance Plans, Reports and Applications: Action Plan, CAPER and Section 108 Loan Application

Reasonable notice and an opportunity to participate in development of plans, reports and application will be provided through a public comment period. Any comments received in writing or orally will be considered and a summary of the comments will be attached to the applicable plan, report or application, along with an explanation for any comments not accepted.

A. The Consortium will solicit public comment on the Action Plan in the following manner:

1. Advertise public hearings (or workshops) in a newspaper of general circulation. The advertisements will appear at least fifteen (15) days prior to the scheduled hearing. The advertisement shall indicate the purpose, date, time, and location of the hearing. At least one (1) public hearing shall be held before and after the 30-day comment period.

2. Provide a draft of the Action Plan for public review and comment for a period of not less than thirty (30) days prior to the Plan's submission at the County office and website.

B. At least one local meeting before submission of the application to obtain the views of citizens on community development and housing needs, and a minimum of two public hearings each at different stage of the application process. Advertise all public meetings/hearings in a newspaper of general circulation at least fifteen (15) days prior to the scheduled meeting/hearing which shall indicate the purpose, date, time and location of the meeting/hearing. Each meeting and/or hearing will offer the following information, as applicable:

   a. amount of loan funds expected for the coming year
   b. program income anticipated to be generated
   c. range of activities to be undertaken

d. estimated amount of guaranteed loan funds proposed to be used for activities that will benefit low- and moderate-income persons
e. proposed activities likely to result in displacement
f. applicable policy for minimizing displacement of persons as a result of the proposed activity
g. community development and housing needs
h. development of proposed activities
i. review of program performance

C. The Consortium will solicit public comment on the CAPER in the following manner:

Advertise in a newspaper of general circulation a draft of the CAPER for public review and comment at the following public locations for not less than fifteen (15) days:

- Titusville Public Library
- Catherine Schweinsberg Rood Central Library (Cocoa)
- Franklin T. DeGroodt Public Library (Palm Bay)
- City of Titusville Neighborhood Services Department
- City of Cocoa Community Services Department
- City of Melbourne Housing and Neighborhood Improvement Department
- City of Palm Bay Housing and Neighborhood Development Services Division
- Brevard County Housing and Human Services Department
- Brevard County Housing and Human Services Department website

D. Provide a draft of the Section 108 Loan Application for public review and comment at the following public locations for review and public comment for thirty (30) days.

- Central Brevard Public Library and Reference Center (Cocoa)
- Brevard County Housing and Human Services Department

## X. Public Hearings/Meetings

The public will be provided an opportunity to share their views and comments to plans, reports, affirmatively furthering fair housing, and applications at least twice per year. The following strategies will be implemented to ensure citizen participation:

1. At least two public hearings will be held per year to obtain citizens' views and to respond to questions. One (1) public hearing will be held before the proposed Consolidated Plan is published for comment, and one (1) hearing prior to submission of the proposed Consolidated Plan, Substantial Amendment, Assessment of Fair Housing (including any revisions) and Action Plans. The purpose of public hearings is to solicit the views of the citizens regarding the following:

   a. housing and community development needs
   b. priority non-housing community development needs
   c. the development of proposed activities
   d. review of program performance

2. Public hearings and neighborhood meetings will be held at sites that are accessible to persons with disabilities. These meetings will be advertised on County website and in a newspaper of general circulation at least fifteen (15) days prior to the scheduled hearing/meeting and indicate the purpose, date, time and location.

3. An alternate method of communication will be provided when a significant number of non-English speaking residents are expected to participate. Accommodations will be provided for persons with disabilities, upon forty-eight (48) hour's notification to the County office.

## XI. Availability to Public/Access to Records

In order to provide an opportunity for citizens to receive information, submit comments on the Consolidated Plan, Action Plan, CAPER, Substantial Amendment and Section 108 Loan Application, the following strategies will be implemented:

1. Advertisements will be placed in a newspaper of general circulation. A summary will describe the contents, purpose and locations where the entire document may be examined.

2. Five (5) free copies will be available at the County office. This office is convenient and centrally located near potential and actual low-to-moderate income beneficiaries. The County will post plans, reports and applications onsite and online.

3. Materials will be available to persons with disabilities or who are non-English speaking, upon request.

4. Records relating to programs covered in preceding Consolidated Plan year will be maintained for five (5) years.

## XII. Technical Assistance

Upon request, technical assistance developing proposals for funding assistance under any of the programs covered by the Consolidated Plan will be offered by the Consortium. This will include any technical assistance to groups that represent low to moderate income persons. Any technical assistance offered will not guarantee funds. The level and type of assistance will be determined on a case by case basis.

The Consortium may use one of several basic models to solicit sub-recipients for funding under CDBG (Brevard County), HOME and additional qualifying programs within the framework of the Consolidated Plan and Action Plan.

A. Basic Models

Depending on the situation and circumstance of the project or the needs of the community, the Advisory Board and Staff may choose any one of the following models or variations of those approaches to assist in the solicitation process of sub-recipients. The basic models are as follows:

1. Formal Application Process, Request for Proposal (RFP): requires the submission of a formal application, typically undertaken once a year in conjunction with the planning process. Applications are evaluated based on explicit selection criteria. This process works best for projects with numerous or complex: activities, potential applicants with varying degrees of experience, limited funding, and increased competition.

2. Limited Application/Pre-Application Process: this approach will be similar to the formal application process, but the application will not be as detailed. This approach will allow the County and the Advisory Board to review and narrow the number of applications before requesting additional detailed information or making final recommendations. This process will be useful in encouraging participation of potential sub-recipients unfamiliar with the RFP process or matching funds for a larger project.

3. Request for Qualifications (RFQ): the Advisory Board and County will identify potential qualified sub-recipients through an informal process, or through a general RFQ. From the identified group, the County and the Advisory Board will identify organizations qualified to carry out specific activities and

will approach the organization. This process will be proactive and focused on qualified organizations that have the capacity to present new and innovative approaches to Board-approved objectives.

4. "Open Door" or Unsolicited Application Process: allows application requests to be accepted and considered any time during the program year until funds are no longer available. The unsolicited application shall meet the same requirements of the solicitation process already in place for the identified funding source. The application shall be evaluated based on the criteria used during the formal application process, with selections to be recommended by the Advisory Board. For HOME Community Housing Development Organization (CHDO) funding, the "Open Door" or Unsolicited Application Process may be used. Applications from County-designated CHDO's will be accepted throughout the program year for as long as funding is available. Notification will be made to all County-designated CHDO's when program year funding has been depleted. The unsolicited applications will be reviewed for feasibility by the County and brought to the appropriate Advisory Board for funding recommendation. Upon recommendation approval the application will be presented to the Board of County Commissioners at a scheduled Brevard County Commission meeting.

B. Selection of Sub-recipients and Contractors

Funding recommendations through the Brevard Home Consortium will be established by a specific list of criteria.

## XIII. Complaints

A written response will be made to every written or oral citizen comment received during the above referenced processes within fifteen working (15) days of receipt, when practical. Comments shall be sent to:

Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way, Building B, Suite B-106
Viera, Florida 32940

Citizens may, at any time during the complaint resolution process, contact the U.S. Department of Housing and Urban Development (HUD) at the following address:

U.S. Department of Housing and Urban Development
Charles Bennett Federal Building
Office of Community Planning and Development
400 West Bay Street; Suite 1015
Jacksonville, Florida 32202-4410

CDBG Public Services Funding - FY 2023-2024

| | Florence Torbert | Marcia Markham | Tiffany Bonadio | Connor Williams | Colleen Campbell | | Total Points | % | Proposed Funding | Rank |
|---|---|---|---|---|---|---|---|---|---|---|
| Community Services Council - Aging Matters | 94 | 94 | 100 | 100 | 95 | | 483 | 96.6 | $6,673.30 | #2 |
| Central Brevard Sharing Center | 97 | 69 | 90 | 78 | 82 | | 416 | 83.2 | $5,000.00 | #3 |
| Family Promise of Brevard | 100 | 100 | 100 | 92 | 97 | | 489 | 97.8 | $6,673.30 | #1 |
| Salvation Army | 64 | 75 | 80 | 61 | 67 | | 347 | 69.4 | $5,000.00 | #4 |
| Brevard Alzheimer’s Association | 45 | 45 | 52 | 59 | 67 | | 268 | 53.6 | $0.00 | #5 |

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-213 | **Version:** | 1 | **Name:** | |
| **Type:** | Ordinance | | | **Status:** | Public Hearing |
| **File created:** | 3/23/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | First Reading Ordinance 03-2023: Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of 77 parcels totaling ±11.59 acres from Commercial Neighborhood (C-N) to Multi-Family District (RU-2-15). (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Attachment 5 Ordinance 03-2023 Rezoning Quail Ridge from CN to RU-2-15.pdf<br>Attachment 1 Quail Ridge 77 Parcels.pdf<br>Attachment 2 Quail Ridge Zoning Map.pdf<br>Attachment 3 Quail Ridge Rezoning Area.pdf<br>Attachment 4 Quail Ridge Legal Ad Proof.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2023
Agenda Date: April 25, 2023
Prepared By: Bryant Smith III, P.E, CFM - Public Works Director
Through: Bryant Smith III, P.E, CFM - Public Works Director
Requested Action:
First Reading Ordinance 03-2023: Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of 77 parcels totaling ±11.59 acres from Commercial Neighborhood (C-N) to Multi-Family District (RU-2-15).

## BACKGROUND:

The City of Cocoa is requesting to amend the Official Zoning Map designation of ±11.59 acres of parcels within the Quail Ridge condominiums from Commercial Neighborhood (C-N) to Multiple Family Residential (RU-2-15). The properties involved are as depicted in Attachment “1”. The reason for the requested change is to correct a conflict between the parcels’ current zoning and its future land use classification of Medium Density Residential.

As depicted in attachment 2, the development containing the impacted parcels, the Quail Ridge condominiums, currently has two (2) zoning categories, which are in conflict. The southern portion of the development, starting just above where Otterbein Avenue makes a final curve east towards southbound Florida Highway 501, is incorrectly zoned as C-N. The majority of Quail Ridge north of this curvature of Otterbein Avenue is zoned correctly at RU-2-15. Attachment 3 depicts the subject properties being rezoned.

| | |
|---|---|
| **Future Land Use Designation:** | Current: Medium Density Residential<br>Proposed: Medium Density Residential |
| **Zoning District:** | Current: N-C<br>Proposed: RU-2-15 |
| **Existing Land Use:** | Multi-family residential (condominium) |
| **Council District:** | District 3 Councilmember Rip Dyal,<br>District 4 - Councilmember Lorraine Koss |
| **Legal Advertisement Date:** | March 19, 2023 |

| | Future Land Use Designations | Zoning Districts | Land Uses |
|---|---|---|---|
| **North** | Medium Density Residential | RU-2-15 | Multi-Family Residential |
| **South** | Very Low Density Residential (City); RES 15 (County) | RU-1-7 (City); RES-15 (County) | Single-Family Residential, Vacant |
| **East** | Commercial | N-C | Commercial |
| **West** | Low Density Residential | RU-1-7 | Single-Family Residential |

## I. Rezoning Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City of Cocoa, Article XXII, Section 1(G) as follows:

***a.*** *The proposed change is contrary to the established land use pattern.*

Staff Finding: The proposed rezoning is not contrary to the established land use pattern. Rather, it changes the zoning of this portion of the Quail Ridge condominiums to make it match the zoning of the remaining portion of the development. It also serves to make this portion of the development consistent with the future land use classification covering the project as a whole.

***b.*** *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: The proposed zoning change would not create an isolated district. Rather, it would take what is an isolated zoning area in the Quale Ridge condominiums and make it conforming with the zoning and future land use of the remainder of the development.

***c.*** *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: This zoning change would in no way materially alter the population density pattern nor increase or overtax local facilities. The area is already multi-family development, and no redevelopment is proposed. The rezoning simply corrects the Official Zoning Map to accurately reflect the zoning of the use and to make it consistent with the future lane use classification on the property.

***d.*** *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for*

*change.*

Staff Finding: The existing zoning district boundaries are currently illogically drawn, with a portion of this multi-family project being zoned RU-2-15, and this subject portion of the project being zoned N-C. This change will unify the zoning and future land use classifications of the multi-family development, distinguishing it from the commercial development to the east.

***e.*** *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The proposed zoning amendment would not be contrary to the
Future Land Use Map. Rather, the rezoning to RU-2-15 would bring this non-conforming zoning into conformance with the existing Medium Density Residential Future Land Use Map designation. The proposed rezoning would be consistent with the following Future Land Use Element of the Comprehensive Plan:

> **Policy 1.1.2.4: Medium Density Residential (MDR).** Medium density residential areas shall be regarded as areas of moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.
>
> *A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.*
>
> Response: The proposed amendment area has direct access to SR 501, which has a functional classification of "Arterial" as shown on Map M-II-2 Functional Roadway Classification Map of the Transportation Element.
>
> *B. These areas should have convenient access to community services.*
>
> Response: SR 501 has a shopping center as well as a Wal-Mart immediately to the east of the Quail Ridge condominiums. Further south, SR 501 continues as a major corridor with retail and other institutional uses, including has a campus of Eastern Florida State College Cocoa Campus, as well as other schools and retail outlets
>
> *C. New developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.*
>
> Response: No new development is proposed with this rezoning. It is simply an administrative correction to an incorrect zoning classification.

***f.*** *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: Staff's becoming aware of the inconsistency between the existing land use, the current future land use classification and the zoning created the condition making this change necessary.

***g.*** *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The subject area is already developed. No redevelopment is proposed. Thus, living conditions in the neighborhood will remain unchanged.

***h.*** *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: The existing development is not changing, and thus, there will no increase in traffic congestion nor

other impacts to the public safety.

***i.*** *The proposed change will create a drainage problem.*

Staff Finding: No new development or redevelopment is proposed with this rezoning. The area is currently developed, and thus, a drainage problem will not be created.

***j.*** *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: No new development or redevelopment is proposed with this rezoning. The area is currently developed, and thus, there will not be a reduction in light or air to adjacent areas.

***k.*** *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: No new development or redevelopment is proposed with this rezoning. The area is currently developed, and thus, property values in the adjacent area will not be affected.

***l.*** *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: No new development or redevelopment is proposed with this rezoning. The area is currently developed, and thus, will not be a deterrent to the improvement or development of adjacent property.

***m.*** *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: This rezoning is an administrative correction being applied for by the City. It will thus not constitute or grant a special privilege to an individual owner as contrasted with the public welfare.

***n.*** *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: This is simply a rezoning to correct an administrative error. There will be no change in the way the land is being used.

***o.*** *Whether the change suggested is out of scale with the needs of the neighborhood of the City.*

Staff Finding: No new development or redevelopment is proposed with this rezoning. The area is currently developed, and thus, there is no change to the scale which would impact the needs of the neighborhood or City.

***p.*** *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: The use is an existing use, and will not be changed due to this rezoning.

**Consistency with Comprehensive Plan Policies and Objectives**

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the Medium Density Residential future land use per the City of Cocoa Comprehensive Plan.

**Concurrency Management/Adequate Public Facilities**

*Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below*

*the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.*

Response: The project is already developed, and no redevelopment is proposed. This rezoning will not impact the availability of public services or facilities.

## STRATEGIC PLAN CONNECTION:

None

## BUDGETARY IMPACT:

None

## PREVIOUS ACTION:

At the April 5, 2023 Planning and Zoning Board Meeting, the board recommended the City Council Approve Ordinance 03-2023.

## RECOMMENDED MOTION:

Staff recommends approval of First Reading Ordinance 03-2023: Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of 77 parcels totaling ±11.59 acres from Commercial Neighborhood (C-N) to Multi-Family District (RU-2-15).

**ORDINANCE NO. 03-2023**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF SEVENTY-SEVEN (77) PARCELS OF REAL PROPERTY, TOTALING 11.59 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTHEAST CORNER OF QUAIL RIDGE COURT AND OTTERBEIN AVENUE, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM C-N (NEIGHBORHOOD COMMERCIAL DISTRICT) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS,** the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS,** the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

**WHEREAS,** the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

**WHEREAS,** the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

**Section 2. Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from C-N (Neighborhood Commercial District) to RU-2-15

(Multiple-Family Dwelling District) for the real property depicted and described on **Exhibit A,** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

**Section 3.** **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

**Section 4.** **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 5.** **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____

___

**MICHAEL C. BLAKE, Mayor**

**ATTEST:**

_____

**CARIE SHEALY, MMC**
**City Clerk**

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

**EXHIBIT A**

Description of Real Property

The Southern portion of Tax Parcel ID: 24-36-18-00-756-.XA (Condo Common Area) and including the following addresses/parcels:

1926 Otterbein Avenue, Unit 101, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756
1926 Otterbein Avenue, Unit 102, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756.A
1926 Otterbein Avenue, Unit 103, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756.B
1926 Otterbein Avenue, Unit 104, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756.C

The Southern portion of Tax Parcel ID: 24-36-18-00-759.M-.XA (Condo Common Area) and including the following addresses/parcels:

1954 Quail Ridge Ct, Unit 1701, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.Q
1954 Quail Ridge Ct, Unit 1702, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.R
1954 Quail Ridge Ct, Unit 1703, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.S
1954 Quail Ridge Ct, Unit 1704, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.T

The Southern portion of Tax Parcel ID: 24-36-18-00-759.Y-.XA (Condo Common Area) and including the following addresses/parcels:

1933 Quail Ridge Ct, Unit 1101, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.Y
1933 Quail Ridge Ct, Unit 1102, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.Z
1933 Quail Ridge Ct, Unit 1103, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760
1933 Quail Ridge Ct, Unit 1104, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.A
1931 Quail Ridge Ct, Unit 1201, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.B
1931 Quail Ridge Ct, Unit 1202, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.C
1931 Quail Ridge Ct, Unit 1203, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.D
1931 Quail Ridge Ct, Unit 1204, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.E

Tax Parcel ID 24-36-18-00-760.F-.XA (Condo Common Area) and the following addresses/parcels:

1929 Quail Ridge Ct, Unit 1301, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.F
1929 Quail Ridge Ct, Unit 1302, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.G
1929 Quail Ridge Ct, Unit 1303, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.H
1929 Quail Ridge Ct, Unit 1304, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.I
1928 Quail Ridge Ct, Unit 1501, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.J
1928 Quail Ridge Ct, Unit 1502, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.K
1928 Quail Ridge Ct, Unit 1503, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.L
1928 Quail Ridge Ct, Unit 1504, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.M

Tax Parcel ID 24-36-18-00-760.N-.XA (Condo Common Area) and the following addresses/parcels:

1927 Quail Ridge Ct, Unit 1401, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.N

1927 Quail Ridge Ct, Unit 1402, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.O
1927 Quail Ridge Ct, Unit 1403, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.P
1927 Quail Ridge Ct, Unit 1404, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.Q

Tax Parcel ID 24-36-18-00-755, 1990 MUSKINGUM AVE COCOA FL 32926

Tax Parcel ID 24-36-18-00-760.R-.XA (Condo Common Area) and the following addresses/parcels:

1925 Quail Ridge Ct, Unit 2601, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.R
1925 Quail Ridge Ct, Unit 2602, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.S
1925 Quail Ridge Ct, Unit 2603, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.T
1925 Quail Ridge Ct, Unit 2604, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.U

Tax Parcel ID 24-36-18-00-760.V-.XA (Condo Common Area) and the following addresses/parcels:

1921 Quail Ridge Ct, Unit 2401, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.V
1921 Quail Ridge Ct, Unit 2402, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.W
1921 Quail Ridge Ct, Unit 2403, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.X
1921 Quail Ridge Ct, Unit 2404, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.Y
1924 Quail Ridge Ct, Unit 2501, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.Z
1924 Quail Ridge Ct, Unit 2502, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761
1924 Quail Ridge Ct, Unit 2503, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.A
1924 Quail Ridge Ct, Unit 2504, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.B

Tax Parcel ID 24-36-18-00-761.C-.XA (Condo Common Area) and the following addresses/parcels:

1919 Quail Ridge Ct, Unit 2201, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.C
1919 Quail Ridge Ct, Unit 2202, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.D
1919 Quail Ridge Ct, Unit 2203, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.E
1919 Quail Ridge Ct, Unit 2204, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.F
1922 Quail Ridge Ct, Unit 2301, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.G
1922 Quail Ridge Ct, Unit 2302, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.H
1922 Quail Ridge Ct, Unit 2303, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.I
1922 Quail Ridge Ct, Unit 2304, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.J

Tax Parcel ID 24-36-18-00-761.K-.XA (Condo Common Area) and the following addresses/parcels:

1917 Quail Ridge Ct, Unit 1901, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.S
1917 Quail Ridge Ct, Unit 1902, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.T
1917 Quail Ridge Ct, Unit 1903, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.U
1917 Quail Ridge Ct, Unit 1904, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.V

Tax Parcel ID 24-36-18-00-761.S-.XA (Condo Common Area) and the following addresses/parcels:

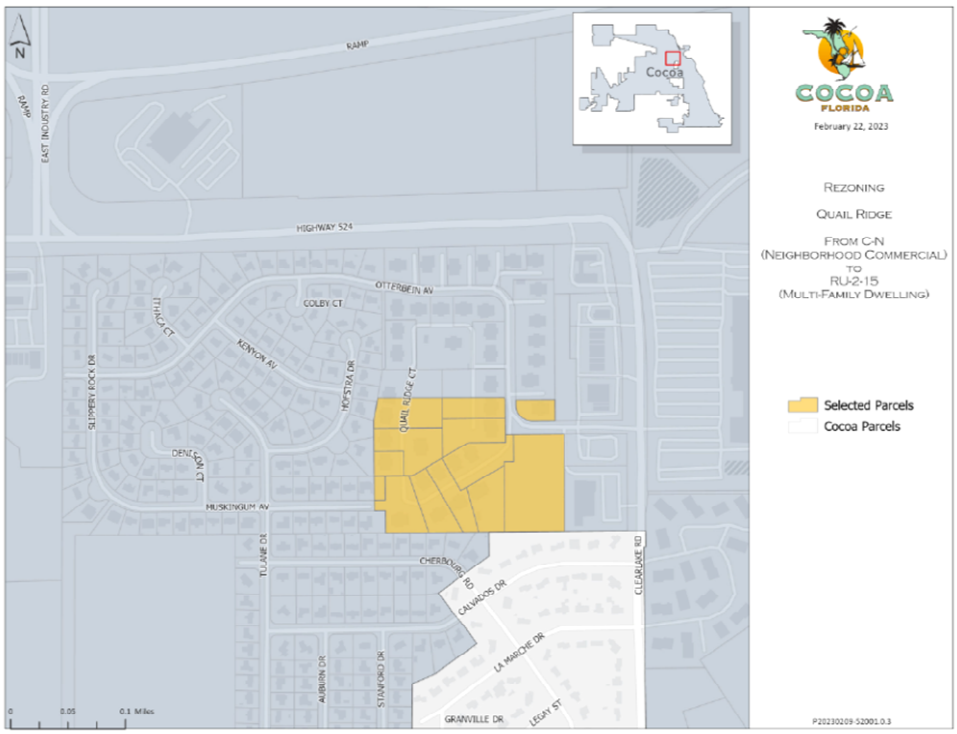
1918 Quail Ridge Ct, Unit 2001, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.K
1918 Quail Ridge Ct, Unit 2002, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.L
1918 Quail Ridge Ct, Unit 2003, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.M
1918 Quail Ridge Ct, Unit 2004, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.N
1920 Quail Ridge Ct, Unit 2101, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.O
1920 Quail Ridge Ct, Unit 2102, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.P
1920 Quail Ridge Ct, Unit 2103, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.Q
1920 Quail Ridge Ct, Unit 2104, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.R

Tax Parcel ID 24-36-18-00-759.U-.XA (Condo Common Area) and the following addresses/parcels:

1956 Quail Ridge Ct, Unit 1801, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.U
1956 Quail Ridge Ct, Unit 1802, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.V
1956 Quail Ridge Ct, Unit 1803, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.W
1956 Quail Ridge Ct, Unit 1804, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.X

Tax Parcel ID 24-36-18-00-765, 1925 OTTERBEIN AVE COCOA FL 32922

The above parcels are depicted as follows:



## Attachment 1: Quail Ridge Parcels Being Rezoned

The Southern portion of Tax Parcel ID: 24-36-18-00-756-. XA (Condo Common Area), including the following addresses:

1926 Otterbein Avenue, Unit 101, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756
1926 Otterbein Avenue, Unit 102, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756.A
1926 Otterbein Avenue, Unit 103, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756.B
1926 Otterbein Avenue, Unit 104, Cocoa FL 32926, Tax Parcel ID 24-36-18-00-756.C

The Southern portion of Tax Parcel ID: 24-36-18-00-759.M-. XA (Condo Common Area), including the following addresses:

1954 Quail Ridge Ct, Unit 1701, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.Q
1954 Quail Ridge Ct, Unit 1702, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.R
1954 Quail Ridge Ct, Unit 1703, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.S
1954 Quail Ridge Ct, Unit 1704, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.T

The Southern portion of Tax Parcel ID: 24-36-18-00-759.Y-. XA (Condo Common Area), including the following addresses:

1933 Quail Ridge Ct, Unit 1101, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.Y
1933 Quail Ridge Ct, Unit 1102, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.Z
1933 Quail Ridge Ct, Unit 1103, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760
1933 Quail Ridge Ct, Unit 1104, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.A

Tax Parcel ID 24-36-18-00-760.F-. XA (Condo Common Area) and the following parcels:

1929 Quail Ridge Ct, Unit 1301, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.F
1929 Quail Ridge Ct, Unit 1302, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.G
1929 Quail Ridge Ct, Unit 1303, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.H
1929 Quail Ridge Ct, Unit 1304, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.I
1928 Quail Ridge Ct, Unit 1501, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.J
1928 Quail Ridge Ct, Unit 1502, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.K
1928 Quail Ridge Ct, Unit 1503, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.L
1928 Quail Ridge Ct, Unit 1504, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.M

Tax Parcel ID 24-36-18-00-760.N-. XA (Condo Common Area) and the following parcels:

1927 Quail Ridge Ct, Unit 1401, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.N
1927 Quail Ridge Ct, Unit 1402, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.O
1927 Quail Ridge Ct, Unit 1403, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.P
1927 Quail Ridge Ct, Unit 1404, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.Q

Tax Parcel ID 24-36-18-00-755, 1990 MUSKINGUM AVE COCOA FL 32926

Tax Parcel ID 24-36-18-00-760.R-. XA (Condo Common Area) and the following parcels:

1925 Quail Ridge Ct, Unit 2601, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.R
1925 Quail Ridge Ct, Unit 2602, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.S
1925 Quail Ridge Ct, Unit 2603, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.T
1925 Quail Ridge Ct, Unit 2604, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.U

Tax Parcel ID 24-36-18-00-760.V-. XA (Condo Common Area) and the following parcels:
1921 Quail Ridge Ct, Unit 2401, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.V
1921 Quail Ridge Ct, Unit 2402, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.W
1921 Quail Ridge Ct, Unit 2403, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.X
1921 Quail Ridge Ct, Unit 2404, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.Y
1924 Quail Ridge Ct, Unit 2501, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-760.Z
1924 Quail Ridge Ct, Unit 2502, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761
1924 Quail Ridge Ct, Unit 2503, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.A
1924 Quail Ridge Ct, Unit 2504, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.B

Tax Parcel ID 24-36-18-00-761.C-. XA (Condo Common Area) and the following parcels:
1919 Quail Ridge Ct, Unit 2201, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.C
1919 Quail Ridge Ct, Unit 2202, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.D
1919 Quail Ridge Ct, Unit 2203, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.E
1919 Quail Ridge Ct, Unit 2204, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.F
1922 Quail Ridge Ct, Unit 2301, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.G
1922 Quail Ridge Ct, Unit 2302, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.H
1922 Quail Ridge Ct, Unit 2303, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.I
1922 Quail Ridge Ct, Unit 2304, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.J

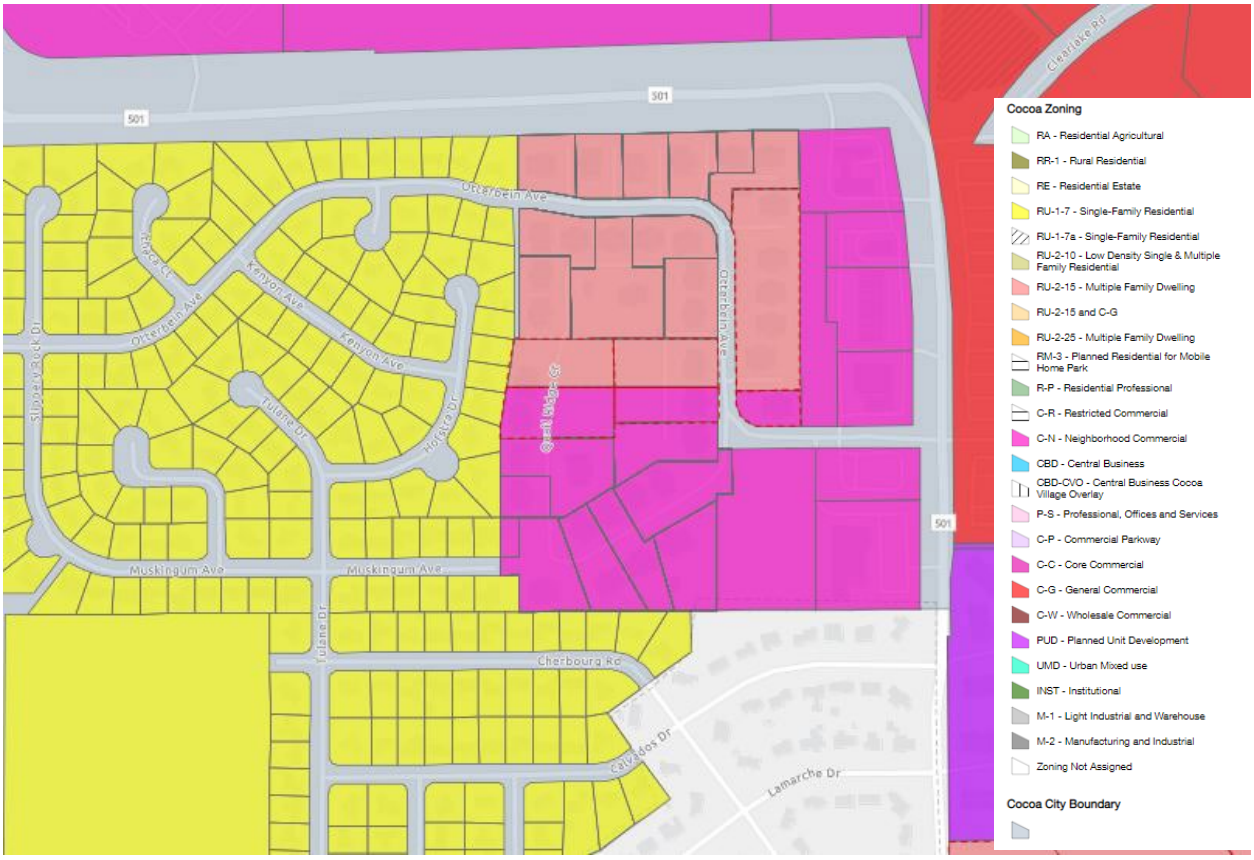
Tax Parcel ID 24-36-18-00-761.K-. XA (Condo Common Area) and the following parcels:
1917 Quail Ridge Ct, Unit 1901, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.S
1917 Quail Ridge Ct, Unit 1902, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.T
1917 Quail Ridge Ct, Unit 1903, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.U
1917 Quail Ridge Ct, Unit 1904, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.V

Tax Parcel ID 24-36-18-00-761.S-. XA (Condo Common Area) and the following parcels:
1918 Quail Ridge Ct, Unit 2001, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.K
1918 Quail Ridge Ct, Unit 2002, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.L
1918 Quail Ridge Ct, Unit 2003, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.M
1918 Quail Ridge Ct, Unit 2004, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.N
1920 Quail Ridge Ct, Unit 2101, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.O
1920 Quail Ridge Ct, Unit 2102, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.P
1920 Quail Ridge Ct, Unit 2103, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.Q
1920 Quail Ridge Ct, Unit 2104, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-761.R

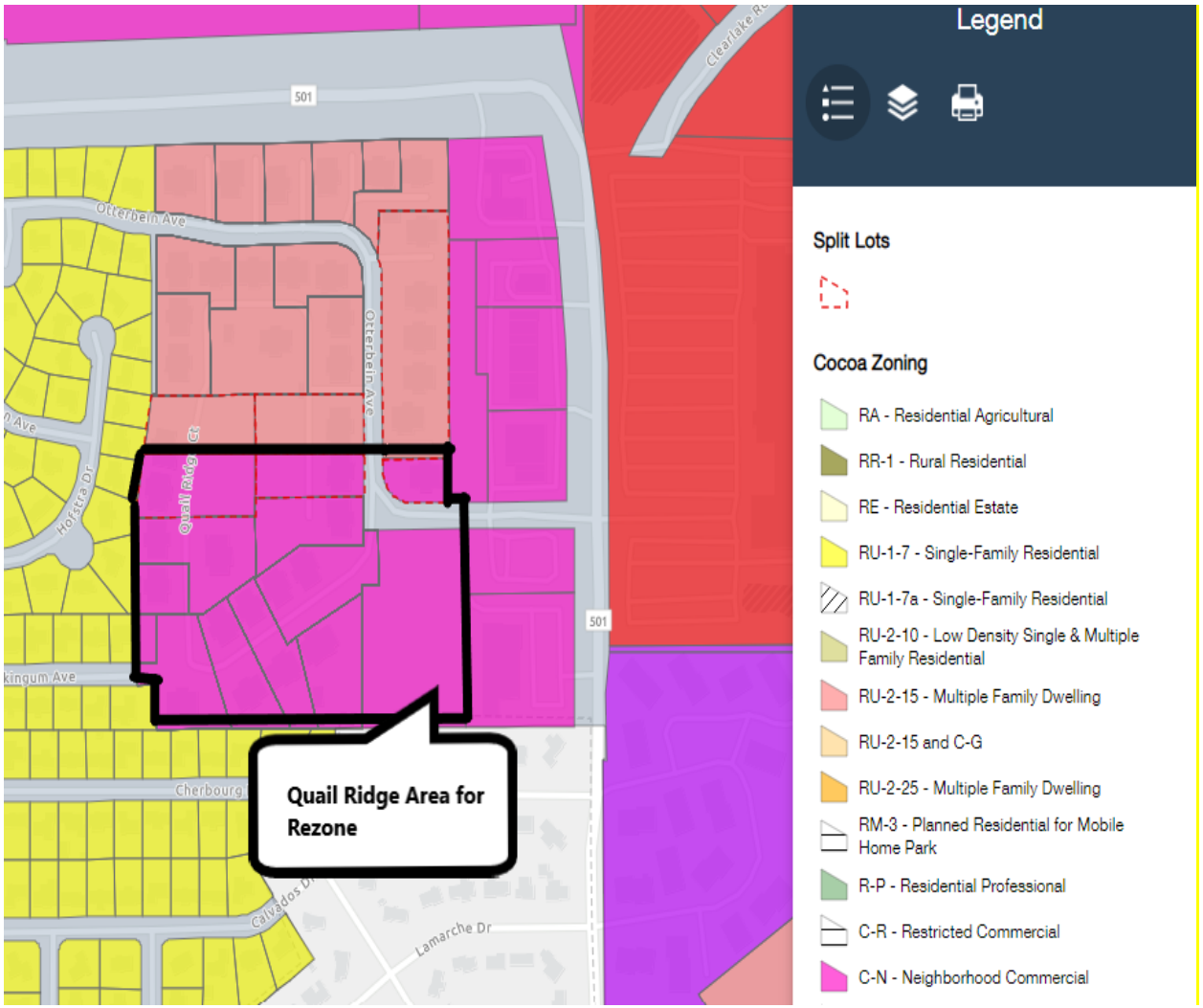
Tax Parcel ID 24-36-18-00-759.U-. XA (Condo Common Area) and the following parcels:
1956 Quail Ridge Ct, Unit 1801, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.U
1956 Quail Ridge Ct, Unit 1802, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.V
1956 Quail Ridge Ct, Unit 1803, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.W
1956 Quail Ridge Ct, Unit 1804, Cocoa, FL 32926, Tax Parcel ID 24-36-18-00-759.X

Tax Parcel ID 24-36-18-00-765, 1925 OTTERBEIN AVE COCOA FL 32922

## Attachment 2 – Zoning Map



## Attachment 3: Subject Property

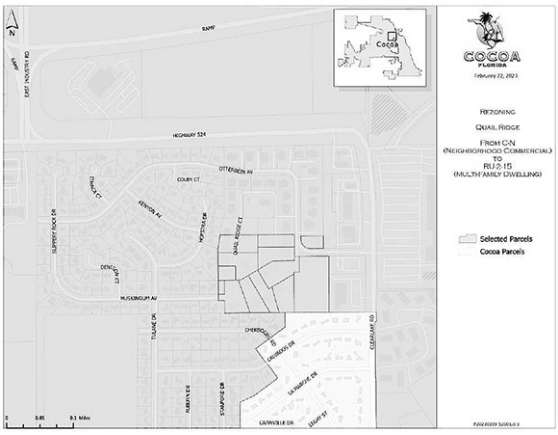


# CITY OF COCOA
# NOTICE OF PUBLIC HEARING
# ZONING MAP AND TEXT AMENDMENTS

## NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

**PZ-23-02100002 (Quail Ridge | City of Cocoa)**

**A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA;** amending the Official Zoning Map designation of seventy-seven (77) parcels of real property, totaling 11.59 acres, more or less, and generally located on the southeast corner of Quail Ridge Court and Otterbein Avenue, in Cocoa, Florida, more particularly depicted and described on Exhibit "A" attached hereto, from C-N (Neighborhood Commercial District) to RU-2-15 (Multiple-Family Dwelling District); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date.



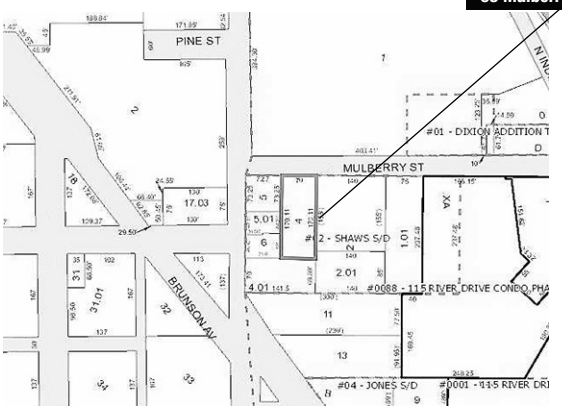

**PZ-23-02000001 (Gym and Fitness)**

**B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA**; CHANGING THE LISTS OF PERMITTED AND SPECIAL EXCEPTION USES IN APPENDIX A, ARTICLE XI OF THE ZONING ORDINANCE OF THE CITY OF COCOA RELATED TO GYM AND FITNESS FACILITIES IN THE RESTRICTED COMMERCIAL, NEIGHBORHOOD COMMERCIAL, GENERAL COMMERCIAL, CENTRAL BUSINESS DISTRICT, COMMERCIAL PARKWAY, WHOLESALE COMMERCIAL, PLANNED UNIT DEVELOPMENT, AND COCOA WATERFRONT OVERLAY DISTRICTS; ADOPTING A DEFINITION OF "GYM AND FITNESS FACILITIES"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

**PZ-23-02100001 (63 Mulberry Street | DRH Designs, Inc.)**

**C. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA**; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.27 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF MULBERRY STREET, APPROXIMATELY SIXTY FEET EAST OF THE INTERSECTION WITH FORREST AVENUE, IN COCOA, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM CORE COMMERCIAL DISTRICT (C-C) TO MULTIPLE FAMILY DWELLING DISTRICT (RU-2-25); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

**63 Mulberry**




**PZ-23-00200002 – Small-Scale Site Plan Appeal (Advantage Self Storage)**

**D.** An appeal relating to the denial of a Small-Scale Site Plan application for a self-service storage facility pursuant to Appendix A, Zoning, Article XIII, Section 1 (H) in the Manufacturing and Industrial District (M-2). The 2.99-acre site is identified as Parcel 24-35-12-00-759 through the Brevard County Property Appraiser.

**PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY**
**PUBLIC HEARING FOR ALL ITEMS WILL BE HELD ON**
**April 5, 2023**
**CITY COUNCIL 1st PUBLIC HEARING FOR ITEMS A THROUGH C WILL BE HELD ON**
**April 25, 2023**
**ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT**
**65 STONE STREET, COCOA, FL**

**General Notice Information:**

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

**Public Participation Information:**

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

FT-GCI1033372-01

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-214 | **Version:** | 1 | **Name:** | |
| **Type:** | Ordinance | | | **Status:** | Public Hearing |
| **File created:** | 3/23/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |

**Title:** First Reading Ordinance 02-2023: Consider a Zoning Text AMENDMENT CONSISTENT WITH APPENDIX A, ARTICLE XI, SECTIONS 10A THROUGH 17, AND SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; CHANGING THE DISTRICT REGULATIONS REGARDING GYM AND FITNESS FACILITIES AS FOLLOWS: ALLOWING GYM AND FITNESS FACILITIES OF ANY SIZE AS A PERMITTED USE IN THE GENERAL COMMERCIAL, COMMERCIAL PARKWAY, WHOLESALE COMMERCIAL, AND PLANNED UNIT DEVELOPMENT DISTRICTS; ALLOWING GYM AND FITNESS FACILITIES OF LESS THAN 7,500 SQUARE FEET AS A PERMITTED USE IN THE RESTRICTED COMMERCIAL AND NEIGHBORHOOD COMMERCIAL DISTRICTS; ALLOWING GYM AND FITNESS FACILITIES OF 7,500 SQUARE FEET OR GREATER AS A SPECIAL EXCEPTION IN THE RESTRICTED COMMERCIAL AND NEIGHBORHOOD COMMERCIAL DISTRICTS; AND ALLOWING GYMS AND FITNESS FACILITIES OF LESS THAN 7,500 SQUARE FEET AS A PERMITTED USE IN THE CENTRAL BUSINESS DISTRICT AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT. (Public Works Director)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** Attachment A Ordinance No. 02-2023 - Adding Gym and Fitness Facilities.pdf
Attachment B Gym and Fitness Location Map.pdf
Attachment C Legal Ad Proof.pdf

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

# CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2023
Agenda Date: April 25, 2023
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director
Through: Bryant Smith III, P.E., CFM - Public Works Director
Requested Action:
First Reading Ordinance 02-2023: Consider a **ZONING TEXT AMENDMENT** CONSISTENT WITH APPENDIX A, ARTICLE XI, SECTIONS 10A THROUGH 17, AND SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; CHANGING THE DISTRICT REGULATIONS REGARDING GYM AND FITNESS FACILITIES AS FOLLOWS: ALLOWING GYM AND FITNESS FACILITIES OF ANY SIZE AS A PERMITTED USE IN THE GENERAL COMMERCIAL, COMMERCIAL PARKWAY, WHOLESALE COMMERCIAL, AND PLANNED UNIT DEVELOPMENT DISTRICTS; ALLOWING GYM AND FITNESS FACILITIES OF LESS THAN 7,500 SQUARE FEET AS A PERMITTED USE IN THE RESTRICTED COMMERCIAL AND NEIGHBORHOOD COMMERCIAL DISTRICTS; ALLOWING GYM AND FITNESS FACILITIES OF 7,500 SQUARE FEET OR GREATER AS A SPECIAL EXCEPTION IN THE RESTRICTED COMMERCIAL AND

NEIGHBORHOOD COMMERCIAL DISTRICTS; AND ALLOWING GYMS AND FITNESS FACILITIES OF LESS THAN 7,500 SQUARE FEET AS A PERMITTED USE IN THE CENTRAL BUSINESS DISTRICT AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT.

**BACKGROUND:**

| | |
|---|---|
| **Project Name:** | Zoning Ordinance Text Amendment - Gym and Fitness Facilities |
| **Project No.:** | PZ-23-02000001 |
| **Meeting Date:** | April 25, 2023 |
| **Applicant:** | City of Cocoa |
| **Property Owner:** | N/A |
| **Project Location:** | Various Zoning Districts |
| **Future Land Use Designation:** | Various |
| **Zoning District:** | Various |
| **Existing Land Use:** | N/A |
| **Council District:** | City-wide |
| **Legal Ad Date:** | March 19, 2023 |

# I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

*a. The need and justification for the change.*

*b. The relationship of the proposed amendment to the purposes and objective of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.*

**Need and justification for change**

Currently, the Zoning Ordinance permits the gym and fitness facility as a permitted use in the Central Business District (CBD) and Urban and Mixed Use (UMD) districts. Recently, it came to the attention of the Planning and Zoning Division Staff that several gyms and fitness facilities existed in zoning districts where they were not permitted. Additionally, interest had been expressed by persons wishing to either move existing gyms and facilities or create new ones in zoning districts that currently do not allow the use.

To correct this situation, Staff reviewed the City's existing zoning districts so as to determine the appropriateness of these districts for the use. In some cases, square footage limitations on the size of gym and fitness facilities were added as deemed necessary to protect surrounding uses from the

scale and traffic impacts of larger-scale national corporate chain gym facilities.

Following Staff analysis, the proposed amendments to the Zoning Ordinance, attached as Exhibit A, Ordinance 02-2023, were recommended:

- allowing gyms and fitness facilities as a permitted use by right in the General Commercial (C-G), Commercial Parkway (C-P), Wholesale Commercial (C-W), and Planned Unit Development (PUD) zoning districts with no size restrictions. As a result of the addition of gyms and fitness facilities to the C-W, such facilities will also be permitted in the M-1 Light Industrial district due to cumulative zoning;

- allowing gyms and fitness facilities of under 7,500 square feet as a permitted use in the Restricted Commercial (C-R), Neighborhood Commercial (C-N) districts;

- allowing gyms and fitness facilities of 7,500 square feet and greater as a special exception in the Restricted Commercial (C-R) and Neighborhood Commercial (C-N) districts: and

- allowing gyms and fitness facilities of less than 7,500 square feet as a permitted use in the Central Business District and certain sub-districts of the Cocoa Waterfront Overlay District. Gym and fitness facilities are currently allowed in the CBD and in certain subdistricts of the Cocoa Waterfront Overlay District where CBD is the underlying zoning district. Accordingly, this ordinance will impose a new size restriction in those zoning districts. The subdistricts in the Cocoa Waterfront Overlay district where gym and fitness facilities are permitted are proposed to be expanded, with the size restriction.

| **District** | **Appendix A Article XI Section #** | **Current Status of Gym and Fitness Facilities** | **Proposed Change** |
|---|---|---|---|
| CR | 10A | Not allowed | Permitted < 7500sqft Special Exception > 7500sqft |
| CN | 11 | Not allowed | Permitted < 7500sqft Special Exception > 7500sqft |
| CG | 12 | Not allowed | Allowed as permitted use any size |
| CBD | 13 | Allowed as principal use; no size restriction | Allowed as principal use; must be < 7500sqft |
| CP | 15 | Not allowed | Allowed as permitted use any size |
| CW | 15 | Not allowed | Allowed as permitted use any size |
| *M-1* | 16 | Not allowed | *Will be allowed any size as a result of cumulative zoning with C-W* |
| PUD | 17 | Not allowed | Allowed as permitted use any size |
| CWOD | 22 | Permitted use in certain subdistricts; no size restriction | Permitted in certain subdistricts < 7500sqft; newly added to North of Village and additional areas of King Willard |

## Relationship and consistency with Comprehensive Plan Policies and Objectives

Properties that will benefit from these changes are located in the Neighborhood Commercial (NCOMM), Commercial (COMM) and Mixed Use (MU) future land use districts. The Future Land Use Element policies showing conformance between these future land use districts and the gyms and

fitness facilities use are discussed below.

- Policy 1.1.2.8 describes the NCOMM district as follows: “The Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area”.

- Policy 1.1.2.9 describes the COMM future land use district as follows: “Commercial areas are intended to be areas that serve several neighborhoods, sub-regional, and regional areas and provide an array of retail, personal, and professional uses.”

- Policy 1.1.2.6 describes the MU future land use district as follows: “The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development.”

**Gym and Fitness Facility Definition**

Gym and fitness facility: a privately-owned, indoor establishment offering individuals or groups the ability to engage in exercise or sport related activities for the purpose of physical fitness, health, and recreation, whether or not on a membership basis. This use may include indoor gymnasiums, gymnastics centers, dojos, exercise or dance studios, yoga studios, or similar facilities where individuals may engage in regular physical activities including exercise, sports, or recreation. This use may also include incidental accessory uses such as food and beverage sales, game courts, locker rooms, training facilities, and/or saunas. This term does not include indoor playgrounds or play areas primarily designed for children.

**STRATEGIC PLAN CONNECTION:**

Enter text here

**BUDGETARY IMPACT:**

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

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

**PREVIOUS ACTION:**

At the March 1, 2023 Planning and Zoning Board Meeting, the Board requested that a definition for “Gym and Fitness” be included with the ordinance.

At the April 5, 2023 Planning and Zoning Board Meeting, the Board recommended approval of Ordinance 02-2023 to the City Council.

**RECOMMENDED MOTION:**
Staff recommends approval on First Reading of Ordinance 02-2023 for a zoning text amendment related to gym and fitness facilities.

**ORDINANCE NO. 02-2023**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE LISTS OF PERMITTED AND SPECIAL EXCEPTION USES IN APPENDIX A, ARTICLE XI OF THE ZONING ORDINANCE OF THE CITY OF COCOA RELATED TO GYM AND FITNESS FACILITIES IN THE RESTRICTED COMMERCIAL, NEIGHBORHOOD COMMERCIAL, GENERAL COMMERCIAL, CENTRAL BUSINESS DISTRICT, COMMERCIAL PARKWAY, WHOLESALE COMMERCIAL, PLANNED UNIT DEVELOPMENT, AND COCOA WATERFRONT OVERLAY DISTRICTS; ADOPTING A DEFINITION OF "GYM AND FITNESS FACILITIES"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Cocoa is granted the authority, under § 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the City currently allows, as a principal use, gym and fitness facilities of any size in the Central Business District and in certain subdistricts of the Waterfront Overlay District, but there are currently no other zoning districts where gym and fitness facilities, of any size, are allowed within the City; and

**WHEREAS**, the City Council desires to amend Appendix A, Article XI, Sections 12, 14, 15, and 17 of the City Code to allow for gym and fitness facilities of any size as permitted uses in the General Commercial (C-G), Commercial Parkway (C-P), Wholesale Commercial (C-W), and Planned Unit Development (PUD) districts; and

**WHEREAS,** the addition of gym and fitness facilities of any size to Wholesale Commercial (C-W) will also result in the addition of gym and fitness facilities of any size to the Light Industrial and Warehouse District (M-1); and

**WHEREAS**, the City Council desires to amend Appendix A, Article XI, Sections 10A and 11, of the City Code to allow gym and fitness facilities of less than 7500 square feet as permitted uses and gym and fitness facilities of greater than or equal to 7500 square feet as special exception uses in the Restricted Commercial District (C-R) and Neighborhood Commercial District (C-N); and

**WHEREAS**, the City Council desires to amend Appendix A, Article XI, Sections 13 and 22 of the City Code to limit gym and fitness facilities to less than 7500 square feet in the Central

Business District (CBD) and certain subdistricts of the Cocoa Waterfront Overlay District (CWOD); and

**WHEREAS**, the addition of gym and fitness facilities as permitted or special exception uses to a greater number of zoning districts in the City of Cocoa and limiting the size of such facilities in certain districts will encourage responsible growth, promote the expansion of business enterprises within the City, and provide beneficial opportunities for recreational and fitness activities to the residents of Cocoa; and

**WHEREAS**, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:**

**Section 1.** **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Cocoa.

**Section 2.** **Code Amendment.** The City of Cocoa Code of Ordinances Appendix A, Article V and Article XI, Sections 10A, 11, 12, 13, 14, 15, 17, and 22, are hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article V and Article XI. It is intended that the text in Appendix A, Article V and Article XI denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

*** * ***

## APPENDIX A – ZONING

*** * ***

## ARTICLE V. – DEFINITIONS

*** * ***

Gym and fitness facility. A privately-owned, indoor establishment offering individuals or groups the ability to engage in exercise or sport related activities for the purpose of physical fitness, health, and recreation, whether or not on a membership basis. This use may include indoor gymnasiums, gymnastics centers, dojos, exercise or dance studios, yoga studios, or similar facilities where individuals may engage in regular physical activities including exercise, sports, or recreation. This use may also include incidental accessory uses such as food and beverage sales, game courts, locker rooms, training facilities, and/or saunas. This term does not include indoor playgrounds or play areas primarily designed for children.

*** * ***

## ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

**Sec. 10A. - District and intent – C-R, Restricted Commercial District.**

*** * ***

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or groups of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

*** * ***

(8) Gym and fitness facilities of less than 7500 square feet.

*** * ***

(C) SPECIAL EXCEPTIONS.

*** * ***

(13) Gym and fitness facilities of 7500 square feet or greater.

*** * ***

**Sec. 11. - District and intent – C-N, Neighborhood Commercial District.**

*** * ***

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

*** * ***

(10) Gym and fitness facilities of less than 7500 square feet.

*** * ***

(C) SPECIAL EXCEPTIONS.

*** * ***

(15) Gym and fitness facilities of 7500 square feet or greater.

*** * ***

**Sec. 12. - District and intent – C-G, General Commercial District.**

*** * ***

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

*** * ***

(17) Gym and fitness facilities.

*** * ***

**Sec. 13. - District and intent – CBD, Central Business District.**

*** * ***

(A) PRINCIPAL USES AND STRUCTURES

*** * ***

(15) Gym and fitness facilities of less than 7500 square feet.

*** * ***

**Sec. 14. - District and intent – C-P, Commercial Parkway District.**

*** * ***

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use of group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

*** * ***

(12) Gym and fitness facilities.

*** * ***

**Sec. 15. – District and intent -- C-W, Wholesale Commercial District.**

*** * ***

(A) PRINCIPAL USES AND STRUCTURES.

*** * ***

(16) Gym and fitness facilities.

*** * ***

**Sec. 17. - (PUD), Planned Unit Development District.**

*** * ***

(C) PERMITTED USES. Uses permitted in the planned unit development may include and shall be limited to the following:

*** * ***

(2) *Primary commercial and/or mixed-uses*. For commercial PUDs and mixed-use PUDs, (As regulated by Article XI, Section 17, (H)), the following uses:

*** * ***

(x) Gym and fitness facilities.

* * *

**Sec. 22. – Cocoa Waterfront Overlay District.**

*** * ***

(F) *Uses*. The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

| "Key: SE- Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan" | Heart of Cocoa | Uptown Neighborhood (UN) | | | South of the Village (SV) | | South End (SE) | | Waterfront (WF) | Cocoa Village | | | North of the Village (NV) | | | King Willard (KW) | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | RU-2-10 | RU-2-25 | CBD | C-C | RU-2-25 | CBD | CBD | C-C | CBD | RU-2-10 | CBD | C-C | C-G | C-C | C-P | CBD | C-P | C-C |
| * * * | | | | | | | | | | | | | | | | | | |
| Commercial | | | | | | | | | | | | | | | | | | |
| Gym and fitness facilities <u>of less than 7500 square feet.</u> | | | P | | | P | P | | P | | P | | **<u>P</u>** | | **<u>P</u>** | P | **<u>P</u>** | |

*** * ***

**<u>Section 3.</u> Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

**<u>Section 4.</u> Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

**<u>Section 5.</u> Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall

be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
**MICHAEL C. BLAKE, Mayor**

**ATTEST:**

_____
**CARIE SHEALY,** MMC
**City Clerk**

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____

# Location Map
# Gym and Fitness

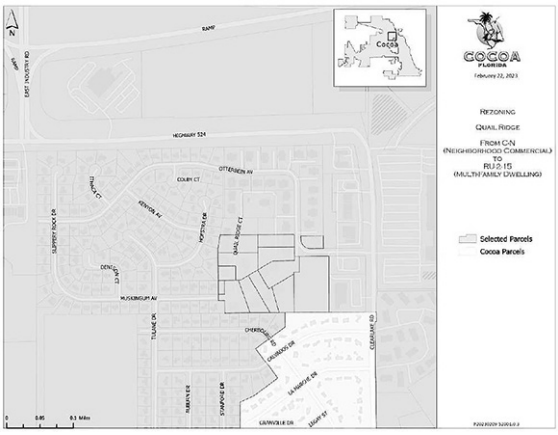


# CITY OF COCOA
# NOTICE OF PUBLIC HEARING
# ZONING MAP AND TEXT AMENDMENTS

## NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

**PZ-23-02100002 (Quail Ridge | City of Cocoa)**

**A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA;** amending the Official Zoning Map designation of seventy-seven (77) parcels of real property, totaling 11.59 acres, more or less, and generally located on the southeast corner of Quail Ridge Court and Otterbein Avenue, in Cocoa, Florida, more particularly depicted and described on Exhibit "A" attached hereto, from C-N (Neighborhood Commercial District) to RU-2-15 (Multiple-Family Dwelling District); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date.



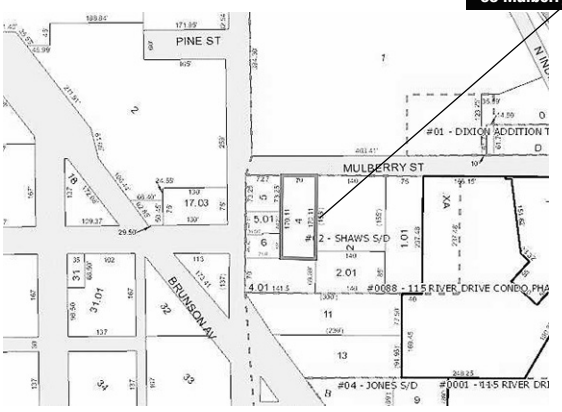

**PZ-23-02000001 (Gym and Fitness)**

**B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA**; CHANGING THE LISTS OF PERMITTED AND SPECIAL EXCEPTION USES IN APPENDIX A, ARTICLE XI OF THE ZONING ORDINANCE OF THE CITY OF COCOA RELATED TO GYM AND FITNESS FACILITIES IN THE RESTRICTED COMMERCIAL, NEIGHBORHOOD COMMERCIAL, GENERAL COMMERCIAL, CENTRAL BUSINESS DISTRICT, COMMERCIAL PARKWAY, WHOLESALE COMMERCIAL, PLANNED UNIT DEVELOPMENT, AND COCOA WATERFRONT OVERLAY DISTRICTS; ADOPTING A DEFINITION OF "GYM AND FITNESS FACILITIES"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

**PZ-23-02100001 (63 Mulberry Street | DRH Designs, Inc.)**

**C. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA**; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.27 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF MULBERRY STREET, APPROXIMATELY SIXTY FEET EAST OF THE INTERSECTION WITH FORREST AVENUE, IN COCOA, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM CORE COMMERCIAL DISTRICT (C-C) TO MULTIPLE FAMILY DWELLING DISTRICT (RU-2-25); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

**63 Mulberry**




**PZ-23-00200002 – Small-Scale Site Plan Appeal (Advantage Self Storage)**

**D.** An appeal relating to the denial of a Small-Scale Site Plan application for a self-service storage facility pursuant to Appendix A, Zoning, Article XIII, Section 1 (H) in the Manufacturing and Industrial District (M-2). The 2.99-acre site is identified as Parcel 24-35-12-00-759 through the Brevard County Property Appraiser.

**PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY**
**PUBLIC HEARING FOR ALL ITEMS WILL BE HELD ON**
**April 5, 2023**
**CITY COUNCIL 1st PUBLIC HEARING FOR ITEMS A THROUGH C WILL BE HELD ON**
**April 25, 2023**
**ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT**
**65 STONE STREET, COCOA, FL**

**General Notice Information:**

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

**Public Participation Information:**

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

FT-GCI1033372-01

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-215 | **Version:** | 1 | **Name:** | |
| **Type:** | Ordinance | | | **Status:** | Public Hearing |
| **File created:** | 3/23/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | First Reading Ordinance 04-2023: Consideration of a citizen-initiated Zoning Map amendment consistent with the requirements of Code of the City of Cocoa (Code) Article XXI, Section 1, to change the zoning designation of a parcel of real property totaling ±0.27 acres, identified as Brevard County Parcel ID No. 24-36-33-02-0000-0-0004.00, from City of Cocoa Core Commercial (C-C) to City of Cocoa “Multiple-Family Dwelling District” (RU-2-25). (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Ordinance No. 04-2023 - 63 Mulberry Rezoning CC to RU-2-25.pdf<br>1.Zoning Amend Application 63 Mulberry St.pdf<br>2.Deed 63 Mulberry.pdf<br>3.BCPA 63 Mulberry.pdf<br>4.DRH 63 Mulberry.pdf<br>5.Sketch 63 Mulberry.pdf<br>Attachment 1_Figure 1_63 Mulberry_Location Map .pdf<br>Attachment 2_Figure 2_63 Mulberry_Zoning Map .pdf<br>Attachment 3_Figure 3_63 Mulberry_FLU Map .pdf<br>Attachment 4_Figure 4_63 Mulberry_Surroundig Area Map.pdf<br>Attachment 5_63 Mulberry_Legal Ad.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2023
Agenda Date: April 25, 2023
Prepared By: John Patterson, AICP, Planner 3 - East Central Florida Regional Planning Council
Through: Bryant Smith III, P.E., CFM - Public Works Director
Requested Action:
First Reading Ordinance 04-2023: Consideration of a citizen-initiated Zoning Map amendment consistent with the requirements of *Code of the City of Cocoa* (Code) Article XXI, Section 1, to change the zoning designation of a parcel of real property totaling ±0.27 acres, identified as Brevard County Parcel ID No. 24-36-33-02-0000-0-0004.00, from City of Cocoa Core Commercial (C-C) to City of Cocoa “Multiple-Family Dwelling District” (RU-2-25).

## BACKGROUND:

The subject property for this Zoning Map amendment is comprised of a ±.27-acre vacant parcel, owned by DRH Designs Inc. The parcel is located south of and adjacent to Mulberry Street, just east of its intersection with Forrest Avenue. A map depicting the location of the subject parcel is attached as Exhibit “A”.

Currently, the subject parcel has the City’s C-C zoning designation. The applicant is requesting to change the property’s zoning to the City’s RU-2-25 designation. Please see Exhibit “B” for a map depicting of zoning designations for the subject and surrounding properties. Exhibit “C” depicts the future land use of the subject and surrounding parcels. This amendment would bring the property into conformance with the existing future land use of the subject property.

**Future Land Use Designation:** Current: High Density Residential

Proposed: High Density Residential

**Zoning District:** Current: C-C

Proposed: RU 2-25

**Existing Land Use:** Vacant land

**Council District:** District 2 - Councilmember Alex Goins

**Legal Advertisement Date:** March 19, 2023

**Overview of Surrounding Area:**

| | Future Land Use Designations | Zoning Districts | Land Uses |
|---|---|---|---|
| **North** | Institutional | C-C, Residential Professional (R-P) | Institutional |
| **South** | High Density Residential | C-C | Residential, Vacant |
| **East** | High Density Residential | RU-2-25 | Multi-Family Residential |
| **West** | High Density Residential | C-C | Commercial |

## I. Consistency with Code of the City of Cocoa

The Property Owner/Applicant is requesting a Zoning Map amendment to change the subject property zoning district from C-C to RU-2-25.

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G)(1), the following shall be considered in the review of an application for a rezoning:



powered by Legistar™

a. The proposed change is contrary to the established land use pattern.

**Staff Finding:** Staff finds that the zoning change will not be contrary to the established land use pattern. The properties in all directions except to the north have the High Density Residential future land use. The property to the north has a future land use of Institutional, which is found to be compatible with the High Density Residential future land use. Please see Figure 4 to see a map of the existing uses in surrounding the subject property.

b. The proposed change would create an isolated district unrelated to nearby and adjacent districts.

**Staff Finding:** Staff finds that the proposed change will not create an isolated district unrelated to nearby and adjacent districts. The properties to the east and northeast share the RU-2-25 zoning proposed for the subject property. The properties to the north and south have the C-C zoning district, while the properties to the east have the C-C and R-P zoning classifications. The existing land uses in all directions are found to be compatible with the proposed zoning for the property.

c. The proposed change would materially alter the population land density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, street, access, etc.

**Staff Finding:** Staff finds that the subject property would not alter the population density pattern nor increase or overtax the load on public facilities. The property already has the High Density Residential future land use classification, allowing development of the intensity of the RU-2-25 zoning classification. With the exception of the property to the north with the Institutional future land use classification, all other abutting properties have the High Density Residential future land use, and thus, the same density potential.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

**Staff Finding:** Staff finds that the district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change. The properties to the east and the northeast share the same zoning classification. Although they have different zoning classifications, the surrounding properties in other directions are compatible with the RU-2-25 zoning classification.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

**Staff Finding:** Staff finds that this change would not be contrary to the Future Land Use Map. The subject property currently has the High Density Residential future land use, which is compatible with the RU-2-25 zoning.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

**Staff Finding**: : Staff finds that changing conditions make this proposed zoning amendment necessary. The future land use was previously changed to the High Density Residential district. The current C-C zoning classification is in conflict with this future land use classification.

g. Whether or not the proposed change will have adversely influence living conditions in the neighborhood.

**Staff Finding:** Staff finds that the proposed change will not adversely influence living conditions in the neighborhood. Parcels to the east and southeast already contain multi-family uses. Properties to the west have commercial uses, while the property to the north has an institutional use. All of these uses are compatible with the uses allowed under the RU-2-25 zoning district.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect the public safety.

**Staff Finding:** Staff finds that the proposed change will not create or excessively increase traffic congestion or otherwise affect the public safety. The existing future land use classification on the property allows the density being proposed by this zoning amendment.

i. Whether or not the proposed change will create a drainage problem.

**Staff Finding:** Staff finds that the proposed change will not create a drainage problem. The rezoning will allow a residential density compatible with the existing future land use designation. When developed, the property will have to conform with City drainage regulations.

j. Whether or not the proposed change will seriously reduce light or air to adjacent areas.

**Staff Finding**: Staff finds that the zoning intensity proposed by the zoning amendment is compatible with the existing future land use classification of the property, and will thus not allow residential development of a height or bulk to decrease air or light to the surrounding areas.

k. Whether or not the proposed change will adversely affect property values in the adjacent area.

**Staff Finding:** Staff finds that the proposed amendment will not adversely affect property values in the adjacent area. As described above, the uses allowed under the RU-2-25 zoning district are compatible with uses in the area.

l. Whether or not the proposed change will be detrimental to the improvement or development of adjacent property in accord with existing regulations.

**Staff Finding:** Staff finds that the proposed change will not be detrimental to the improvement or development of adjacent property. As discussed above, the uses under the RU-2-25 zoning district are compatible with the area.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

**Staff Finding**: Staff finds that the proposed change will not constitute a grant of special privilege to the applicant. The applicant is simply changing the zoning to be in conformance with the future land use classification for the property.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

**Staff Finding:** Staff finds that as it conflicts with the existing future land use classification of the property, the existing zoning would not allow development of the property. The rezoning will allow appropriate development of the subject property under the existing future land use classification.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

**Staff Finding**: Staff finds that the change suggested is not out of scale with the needs of the neighborhood. The zoning will be in conformance with the future land use which currently exists for the property and is High Density Residential.

p. Whether or not it is impossible to find other adequate sites in the City for the proposed use in districts already permitting such uses.

**Staff Finding:** Staff does not believe it would impossible to find other adequate sites for development of multi-family uses. However, this rezoning brings the subject property into conformance with its future land use classification.

## STRATEGIC PLAN CONNECTION:

None

## BUDGETARY IMPACT:

None

## PREVIOUS ACTION:

At the April 5, 2023 Planning and Zoning Meeting, the Planning and Zoning Board recommended that City Council approve Ordinance 04-2023.

## RECOMMENDED MOTION:

Staff recommends approval to City Council of First Reading of Ordinance 04-2023, an Official Zoning Map amendment consistent with Appendix A of the City of Cocoa, Article XXI, Section 1(G)(1), for a citizen-initiated request to change the Official Zoning Map designation of a ±0.27-acre parcel from the

CC to the RU-2-25 district.

**ORDINANCE NO. 04-2023**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.27 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF MULBERRY STREET, APPROXIMATELY SIXTY FEET EAST OF THE INTERSECTION WITH FORREST AVENUE, IN COCOA, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM CORE COMMERCIAL DISTRICT (C-C) TO MULTIPLE FAMILY DWELLING DISTRICT (RU-2-25); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

**WHEREAS**, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the rezoning change set forth hereunder; and

**WHEREAS**, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa, Florida.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA ORDAINS, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

**Section 2. Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Core Commercial (C-C) to Multiple Family Dwelling (RU-2-25)

for the real property depicted and legally described on **Exhibit "A,"** attached hereto and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

**Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 5. Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
**MICHAEL C. BLAKE, Mayor**

**ATTEST:**

_____
**CARIE SHEALY, MMC**
**City Clerk**

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

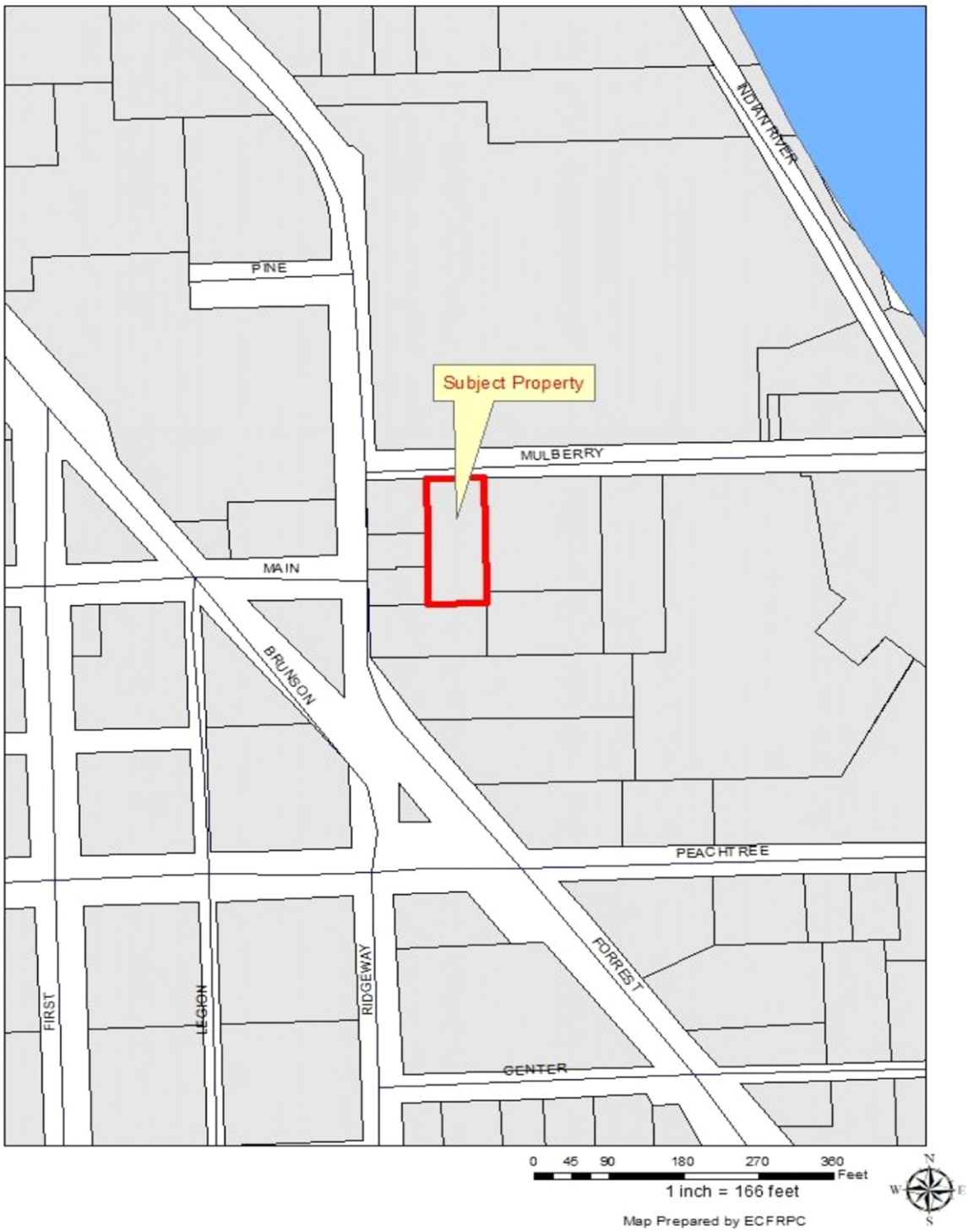
**EXHIBIT "A"**

**LEGAL DESCRIPTION**

All of Lot 4 of J.C. SHAW'S SUBDIVISION, as shown by the plat of said subdivision recorded in Plat Book 1, Page 66, of the Public Records of BREVARD County, Florida, excepting from said Lot 4, the South 70 feet thereof; said real estate being more particularly described as follows: Begin at a point on the South line of Mulberry Street 72.7 feet East of the intersection of said South line with the East line of Forrest Avenue; from said Point of Beginning, run the East line of Lost 5 and 6 South and at right angles to Mulberry Street, 170 feet, more or less, to the Southeast corner of Lot 6 of Shaw's Subdivision; thence run East and parallel to the South line of Mulberry Street, 70 feet to the East line of Lot 4; thence run the East line of Lot 4, North 170 feet to the South line of Mulberry Street; thence run the South line of Mulberry Street West 70 feet to the Point of Beginning.

# Location Map

## 63 Mulberry Street Zoning Amendment



Application # PZ - _____ - _____

# ZONING MAP AMENDMENT APPLICATION (MAP ONLY)


**Community Services Department**
**Planning and Zoning Division**
**65 Stone Street**
**Cocoa, Florida 32922**

**Phone:** (321) 433-8535
**Fax:** (321) 433-8543
**Web:** http://www.cocoafl.org


Serving the Community

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

**Please TYPE or PRINT this application neatly.**

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

1. **Existing Zoning Category:** Commerical
2. **Proposed Zoning Category:** Multi-family RU-2-25
3. **Existing Future Land Use Category:** Vacant
4. **Proposed Future Land Use Category** (*if applicable*): multi family
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): DRH Designs INC
   Name: David Halley JR
   Mailing Address: 110 Kieran Lane
   City: Rockledge State: FL Zip Code: 32955
   Phone #: _____ Fax #: _____
   Mobile #: 321-288-5481 E-mail: drhdesignsinc@gmail.com

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

   Company (if applicable): _____
   Name: _____
   Mailing Address: _____
   City: _____ State: _____ Zip Code: _____
   Phone #: _____ Fax #: _____
   Mobile #: _____ E-mail: _____

7. **Property Information:**

Street Address and Location: 63 Mulberry Street, Cocoa FL 32922

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

24-36-33-02-00000.0-00004.00

--.--.--.--.-----.-.----.--

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2425684

Land Area: _____ square feet or .27 acres

Existing Use(s) on Property: VACANT

Proposed Use(s) on Property: Multi-family, RU-2-25

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

a. ☐ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to obtain these materials from the following for a nominal fee:

Brevard County Planning and Zoning, Attn: Graphics.
Brevard County Government Center, Building A
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 633-2060 Fax: (321) 633-2152

c. ☐ **Petition.** Complete the Zoning Map Amendment petition form. A sample "Petition" form is available from the City.

d. ☐ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

e. ☑ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

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

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

h. ☐ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

i. ☐ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

j. ☐ **Accurate site plan.** Submit 10 copies (folded to about 8-1/2 x 11") of a plan drawn to scale and showing the required site plan elements can found in **10**. The site plan shall not be smaller than 11 x 17".

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

9. **Application filing deadline.** The application filing deadline is on the first Friday of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

*Public hearings process information – please read this!*

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board hearings are held on the second Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified. All regularly scheduled City of Cocoa Council meetings are held on the second and fourth Tuesday of each month at 7:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. **Signatures and Notarization.**

STATE OF _____ COUNTY OF _____. I, _____ being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

_____ _____

(APPLICANT SIGNATURE) (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced _____

_____

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this _____ day of _____, 20 _____

**FOR OFFICE USE ONLY**

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

**Documentary Deed Tax $1,365.00**
THIS INSTRUMENT PREPARED BY AND RETURN TO:
Stephanie Smith
Island Title & Escrow Agency Inc.
2245 N Courtenay Pkwy
Merritt Island, FL. 32953
File No. **22-4181**

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS WARRANTY DEED**, made the **10th** day of **June, 2022** by **RMH Investments LLC, an Ohio Limited Liability Company**, herein called the grantor, to **DRH Designs Inc, a Florida Corporation** whose post office address is 110 Kieran Lane, Rockledge, FL 32955, hereinafter called the Grantee:
*(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)*

**W I T N E S S E T H**: That the grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **BREVARD** County, State of Florida, viz.:

**All of Lot 4 of J.C. SHAW'S SUBDIVISION, as shown by the plat of said subdivision recorded in Plat Book 1, Page 66, of the Public Records of BREVARD County, Florida, excepting from said Lot 4, the South 70 feet thereof; said real estate being more particularly described as follows: Begin at a point on the South line of Mulberry Street 72.7 feet East of the intersection of said South line with the East line of Forrest Avenue; from said Point of Beginning, run the East line of Lots 5 and 6 South and at right angles to Mulberry Street, 170 feet, more or less, to the Southeast corner of Lot 6 of Shaw's Subdivision; thence run East and parallel to the South line of Mulberry Street, 70 feet to the East line of Lot 4; thence run the East line of Lot 4, North 170 feet to the South line of Mulberry Street; thence run the South line of Mulberry Street West 70 feet to the Point of Beginning.**

Subject to easements, restrictions and reservations of record and to taxes for the year 2022 and thereafter.
**The Land herein conveyed is vacant land and not the homestead property of the grantor as defined in Article 10 Section 4 of the Florida Constitution. Grantor does not reside on the Land and the Land is not adjacent to or contiguous with grantor's homestead.**

**RMH Investments LLC, is one and the same as the grantee on the acquisition deed of subject property, recorded in Official Records Book 8140, Page 2375 of the Public Records of Brevard County Florida, as referenced by Florida Department of State document number M07000000265.**

**TOGETHER,** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND,** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

**IN WITNESS WHEREOF**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Jason Fishbaugh
Witness #1 Printed Name

Witness #2 Signature

Jacklyn Fishbaugh
Witness #2 Printed Name

RMH Investments LLC

Rodney E. Howald, Manager
6801 Troy Rd., Radnor, OH 43066

Mary E. Howald
Mary E. Howald, Manager
6801 Troy Rd. Radnor, OH 43066

**STATE OF** Ohio

**COUNTY OF** Delaware

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 08 day of June, 2022 by Rodney E. Howald, Manager and Mary E. Howald, Manager of RMH Investments, LLC who are personally known to me or has produced Drivers License as identification.

**SEAL**

JASON FISHBAUGH
Notary Public
State of Ohio
My Comm. Expires
May 1, 2023

Notary Public

Jason Fishbaugh
Printed Notary Name

My Commission Expires:
May 01, 2023

# Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700
https://www.bcpao.us

## PROPERTY DETAILS

| | |
|---|---|
| Account | 2425684 |
| Owners | DRH DESIGNS INC |
| Mailing Address | 110 KIERAN LN ROCKLEDGE FL 32955 |
| Site Address | 63 MULBERRY ST COCOA FL 32922 |
| Parcel ID | 24-36-33-02-*-4 |
| Property Use | 1000 - VACANT COMMERCIAL LAND |
| Exemptions | NONE |
| Taxing District | 23D0 - COCOA |
| Total Acres | 0.27 |
| Subdivision | SHAWS ADDITION TO COCOA, J.C. |
| Site Code | 0001 - NO OTHER CODE APPL. |
| Plat Book/Page | 0001/0066 |
| Land Description | SHAWS ADDITION TO COCOA, J.C. LOT 4 EXC S 70 FT |




## VALUE SUMMARY

| Category | 2022 | 2021 | 2020 |
|---|---|---|---|
| Market Value | $50,400 | $45,820 | $45,820 |
| Agricultural Land Value | $0 | $0 | $0 |
| Assessed Value Non-School | $50,400 | $45,820 | $45,820 |
| Assessed Value School | $50,400 | $45,820 | $45,820 |
| Homestead Exemption | $0 | $0 | $0 |
| Additional Homestead | $0 | $0 | $0 |
| Other Exemptions | $0 | $0 | $0 |
| Taxable Value Non-School | $50,400 | $45,820 | $45,820 |
| Taxable Value School | $50,400 | $45,820 | $45,820 |

## SALES/TRANSFERS

| Date | Price | Type | Instrument |
|---|---|---|---|
| 06/08/2022 | $195,000 | WD | 9531/2528 |
| 04/10/2018 | $100,000 | WD | 8140/2375 |
| 04/15/2015 | $60,000 | WD | 7346/1124 |
| 07/01/2013 | -- | CT | 6914/0185 |
| 04/23/1990 | $72,500 | WD | 3056/3259 |
| 06/13/1983 | $50,600 | WD | 2435/1593 |
| 08/01/1976 | $34,900 | -- | 1650/0502 |

No Data Found



Generated on 9/18/2022 2:45:21 PM

# Electronic Articles of Incorporation For

DRH DESIGNS INC

P21000103188
FILED
December 09, 2021
Sec. Of State
tscott

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

## Article I

The name of the corporation is:

DRH DESIGNS INC

## Article II

The principal place of business address:

110 KIERAN LANE
ROCKLEDGE, FL. 32955

The mailing address of the corporation is:

110 KIERAN LANE
ROCKLEDGE, FL. 32955

## Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

## Article IV

The number of shares the corporation is authorized to issue is:

1

## Article V

The name and Florida street address of the registered agent is:

DAVID HALLEY
110 KIERAN LANE
ROCKLEDGE, FL. 32955

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: DAVID HALLEY

P21000103188
FILED
December 09, 2021
Sec. Of State
tscott

## Article VI

The name and address of the incorporator is:

DAVID HALLEY
110 KIERAN LANE

ROCKLEDGE, FL 32955

Electronic Signature of Incorporator: DAVID HALLEY

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

## Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
DAVID HALLEY
110 KIERAN LANE
ROCKLEDGE, FL. 32955

Title: VP
REBECCA HATCH
110 KIERAN LANE
ROCKLEDGE, FL. 32955

## Article VIII

The effective date for this corporation shall be:

01/01/2022

ARMISTEAD DESIGN INC
675 Fern Drive
Merritt Island, Florida 32952
Phone: (321) 454-6499
www.ArmisteadDesign.com
Project DESIGNER
Chris Feddersen

STRUCTURAL ONLY

REVISIONS Description Date

# Halley Custom Duplex

When it's all done

YOU'RE GOING TO LOVE THIS HOUSE

David E Halley
63 Mulberry St
Cocoa, FL 32922

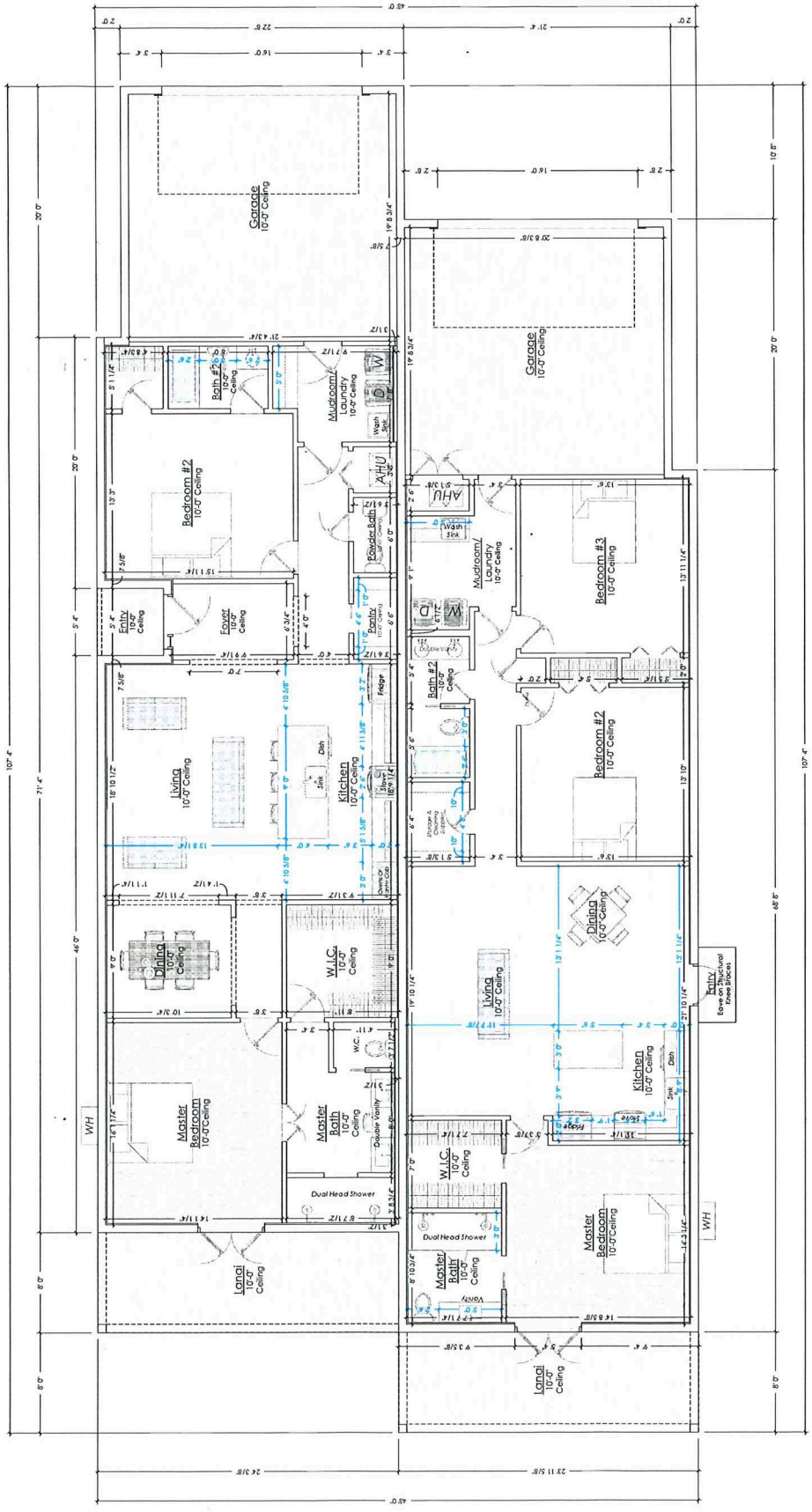
Project №
07132022

FIELD CONDITIONS , PRODUCTS, AND ASSEMBLIES MAY VARY FROM WHAT IS DEPICTED IN THESE PLANS. DESING INTENT IS PARAMOUNT. PLAN DIMENSIONS ARE MORE ACCURATE THAN SCALING. AVAILABLE BUDGET ALWAYS CONSTRAINS CREATIVITY.

FLOOR PLAN

Scale ◆ 1/4" = 1'

PAGE NR. 03




## Area Calculations

| | |
|---|---|
| Entry: | 28sf |
| Garage: | 458sf |
| Living: | 1701sf |
| Lanai: | 192sf |
| Total Square footage: | 2379sf |

## Area Calculations

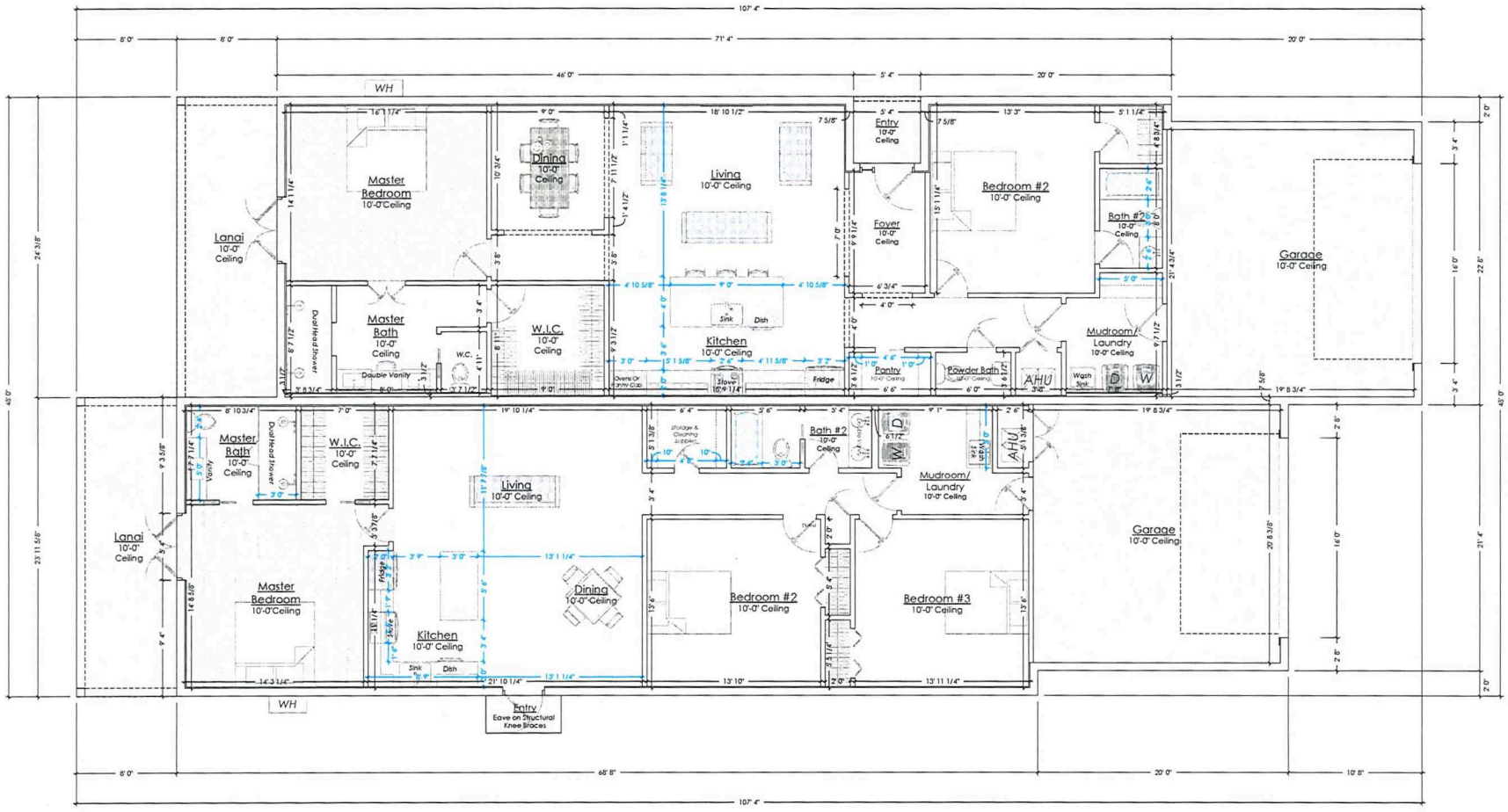
| | |
|---|---|
| Entry: | 18sf |
| Garage: | 441sf |
| Living: | 1619sf |
| Lanai: | 192sf |
| Total Square footage: | 2270sf |

**FLOOR PLAN NOTES:**

1. ALL KITCHEN WALLS CONTAINING WALL CABINETS SHALL BE FRAMED AT 16" ON CENTER.
2. FOR MECHANICAL INSTALLATION, ALL TAPES, CONNECTORS, AND MASTIC SHALL BE UL LISTED.
3. ALL INTERIOR GYP. CEIL BRD. IS 1/2"SAG RESISTANT, & IS SCREWED @ 12" O/C. USE 1/2" GYP BRD. (MIN) ON GARAGE FRAME WALL. USE 20 MIN RATED DOOR & FRAME (W/ CLOSER) TO GARAGE.
4. ALL FRAME WALLS ARE NOMINALLY DRAWN AT 4 1/2" ASSUMING 3 1/2" FRAMING WITH 1/2" GP DRYWALL ON EACH SIDE.
5. ALL DIMENSIONS REFERENCE FACE OF DRYWALL FOR FRAME WALLS, AND FACE OF CMU FOR EXTERIOR WALLS.
6. ALL CEILING HEIGHTS ARE REFERENCED FROM MAIN FINISHED FLOOR LEVEL AND DO NOT INCLUDE STEP DOWNS.

## Area Calculations

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|---|---|
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4. ALL FRAME WALLS ARE NOMINALLY DRAWN AT 4 1/2" ASSUMING 3 1/2" FRAMING WITH 1/2" OF DRYWALL ON EACH SIDE (UNO).
5. ALL DIMENSIONS REFERENCE FACE OF DRYWALL FOR FRAME WALLS, AND FACE OF CMU FOR EXTERIOR WALLS. EXCEPT DIMENSIONS REFERENCING KITCHEN CABINETS & ISLAND.
6. ALL CEILING HEIGHTS ARE REFERENCED FROM MAIN FINISHED FLOOR LEVEL AND DO NOT INCLUDE STEP DOWNS.


ARMISTEAD DESIGN INC

675 Fern Drive
Merritt Island, Florida 32952
Phone: (321) 454-6499
www.Armisteaddesign.com

Project DESIGNER
Chris Feddersen


STRUCTURAL ONLY

REVISIONS
Description Date

# Halley Custom Duplex

→ When it's all done ←
YOU'RE GOING TO LOVE THIS HOUSE

David E Holley
63 Mulberry St
Cocoa, FL 32922

Project N2
07132022

FIELD CONDITIONS, PRODUCTS, AND ASSEMBLIES MAY VARY FROM WHAT IS DEPICTED IN THESE PLANS. DESIGN INTENT IS PARAMOUNT. PLAN DIMENSIONS ARE MORE ACCURATE THAN SCALING. AVAILABLE BUDGET ALWAYS CONSTRAINS CREATIVITY.

FLOOR PLAN

Scale ◆ 1/4" = 1

PAGE N2
03

ARMISTEAD DESIGN INC
675 Fern Drive
Merritt Island, Florida 32952
Phone: (321) 454-6499
www.ArmisteadDesign.com

Project DESIGNER
Chris Feddersen

STRUCTURAL ONLY

REVISIONS Date
Description

# Halley Custom Duplex

When it's all done

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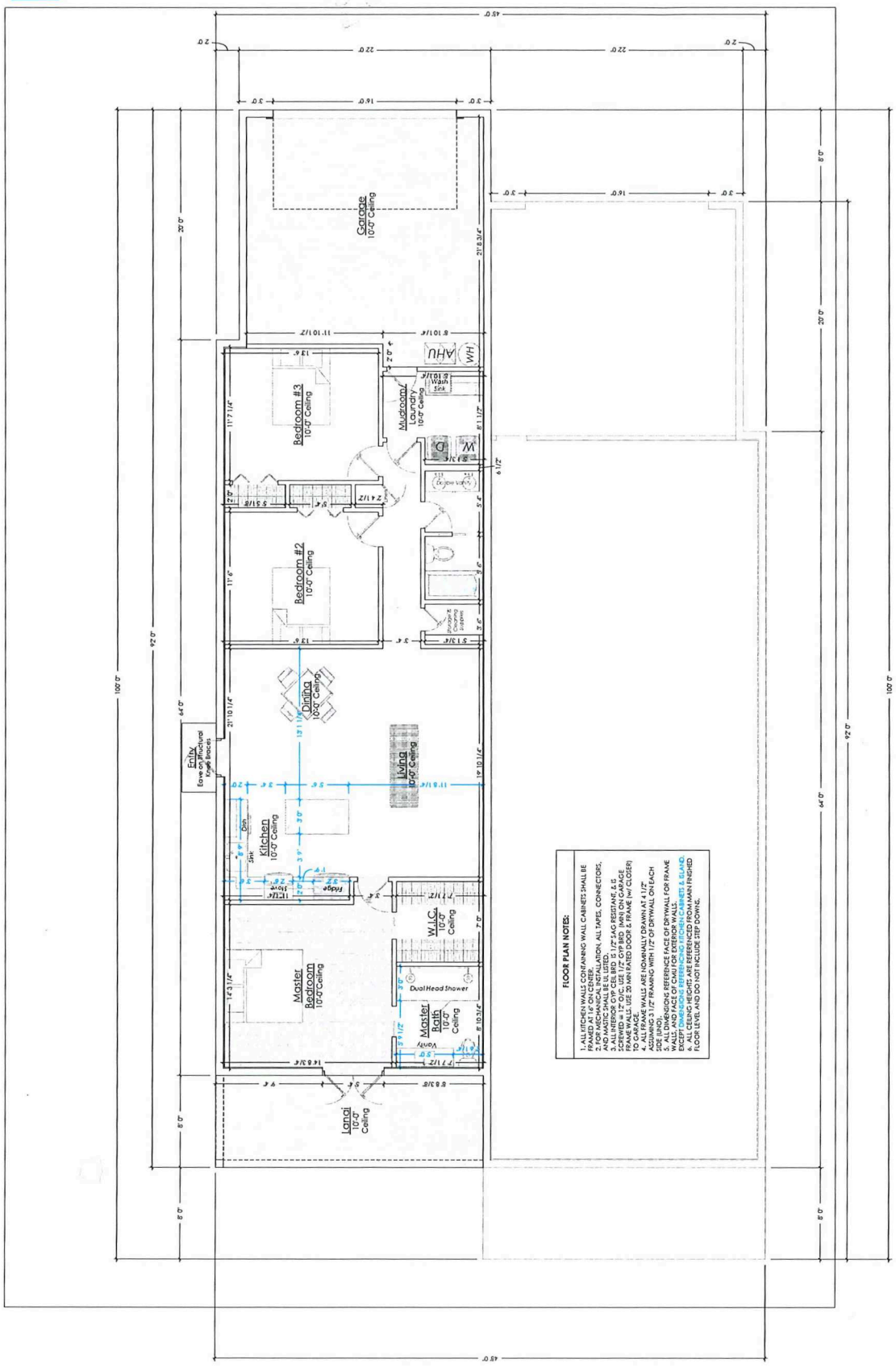
Project N2
07132022

FIELD CONDITIONS, PRODUCTS, AND ASSEMBLIES MAY VARY FROM WHAT IS DEPICTED IN THESE PLANS. DESING INTENT IS PARAMOUNT. PLAN DIMENSIONS ARE MORE ACCURATE THAN SCALING. AVAILABLE BUDGET ALWAYS CONSTRAINS CREATIVITY.

FLOOR PLAN

Scale 1/4" = 1'

PAGE N2 03



# Location Map

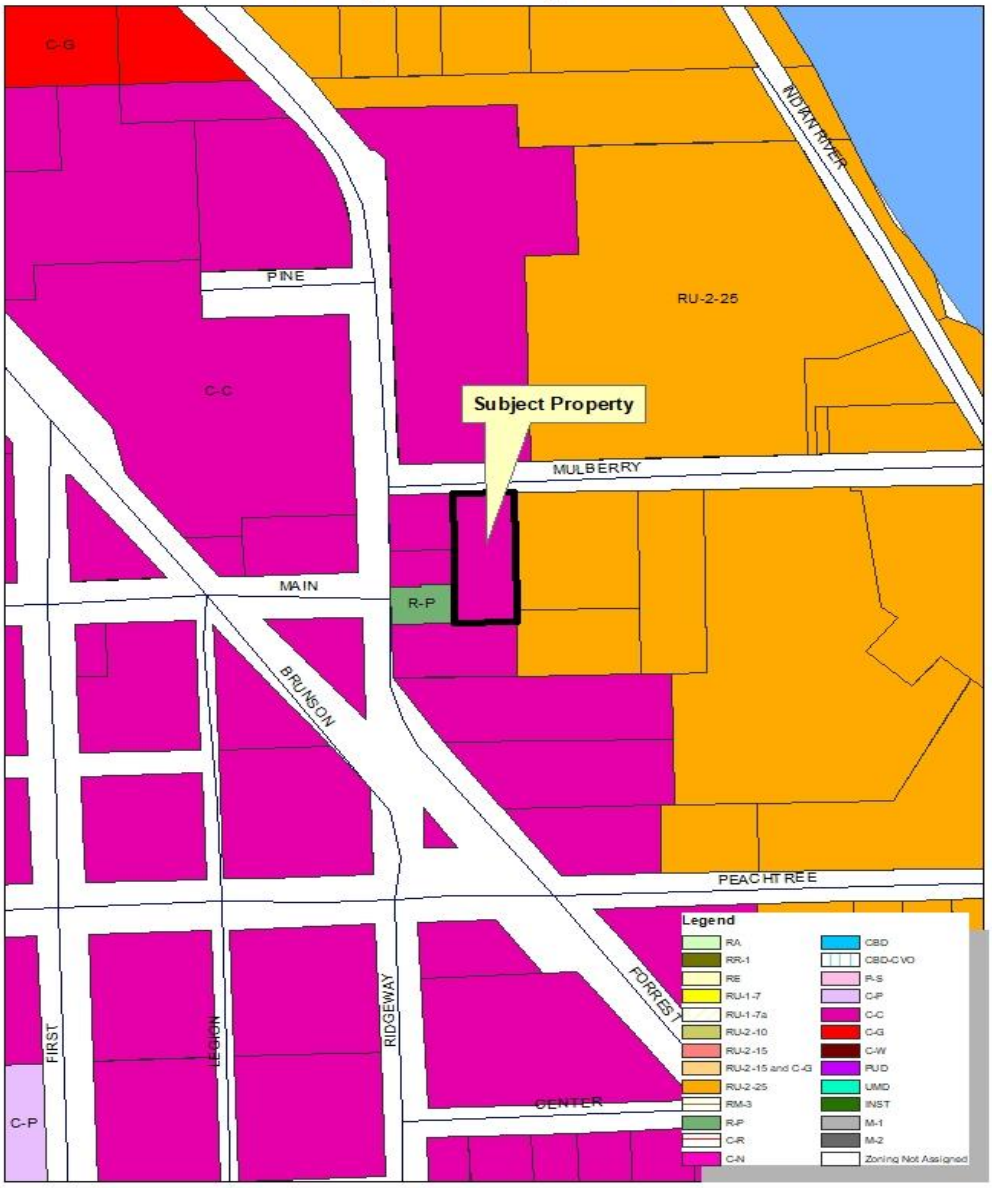
## 63 Mulberry Street Zoning Amendment




Map Prepared by ECFRPC

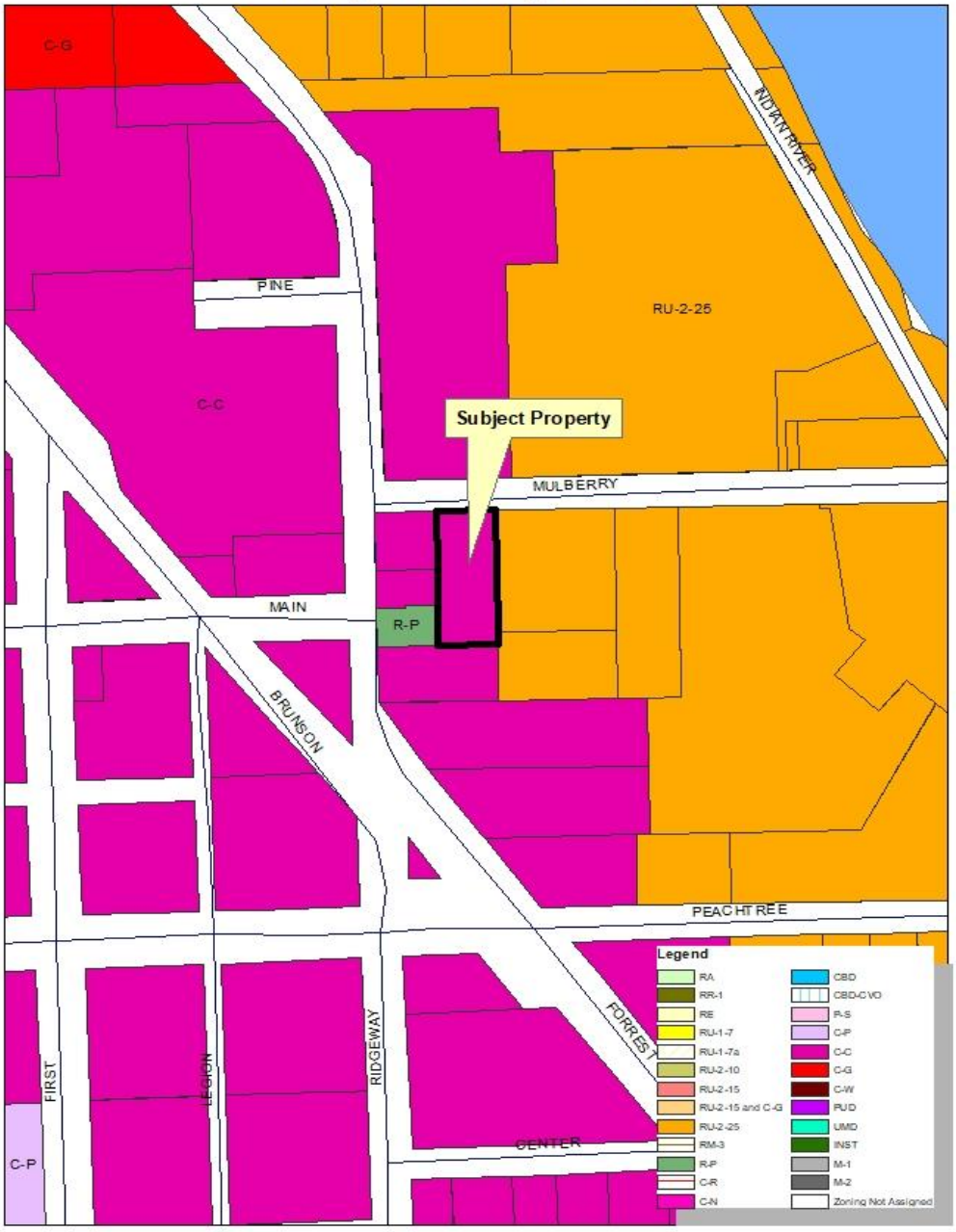
# Zoning Map

## 63 Mulberry Street Zoning Amendment



# Future Land Use Map

## 63 Mulberry Street Zoning Amendment



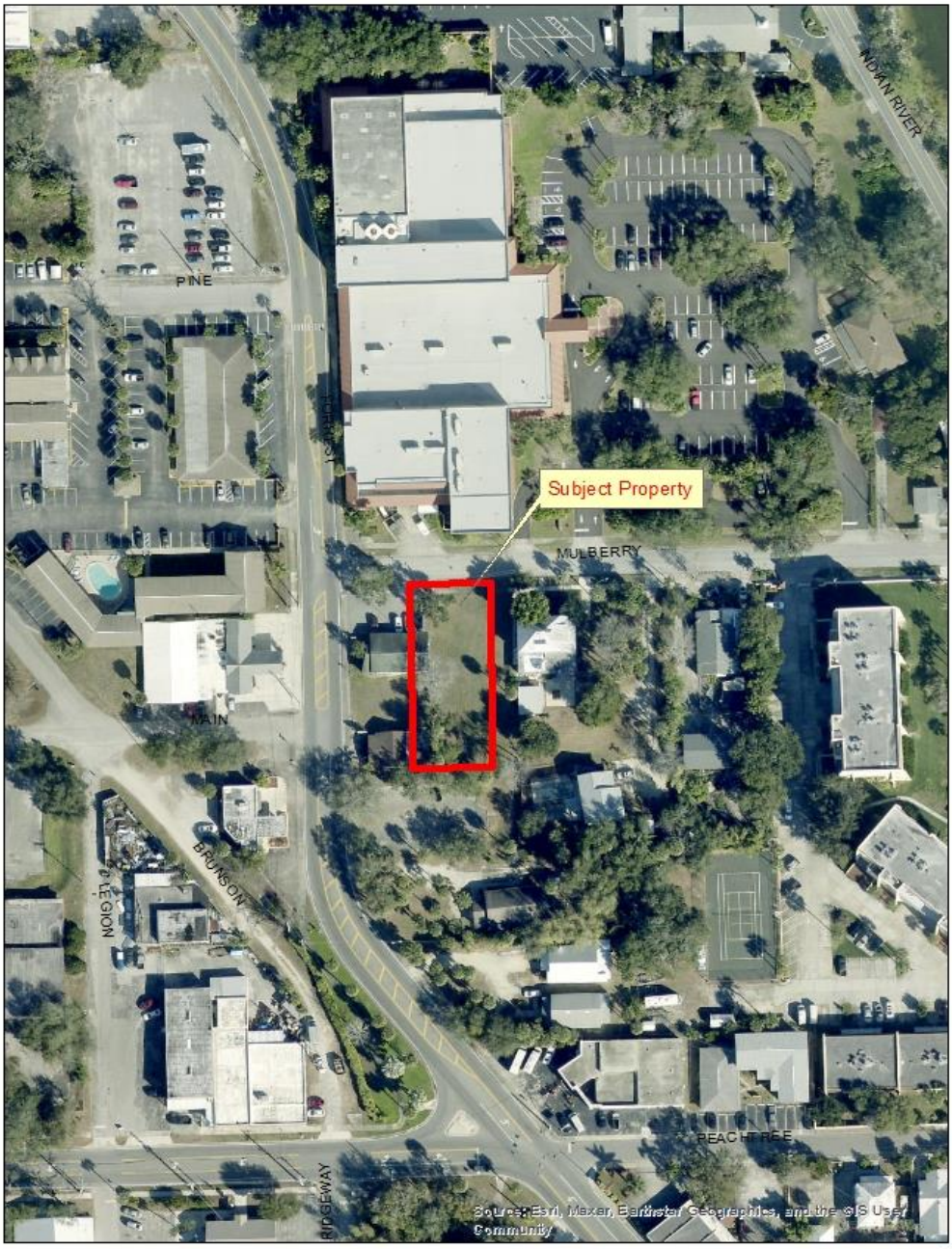

0 45 90 180 270 360 Feet

1 inch = 166 feet

Map Prepared by ECFRPC

# Surrounding Land Use Map

## 63 Mulberry Street Zoning Amendment




0 35 70 140 210 280 Feet

1 inch = 123 feet

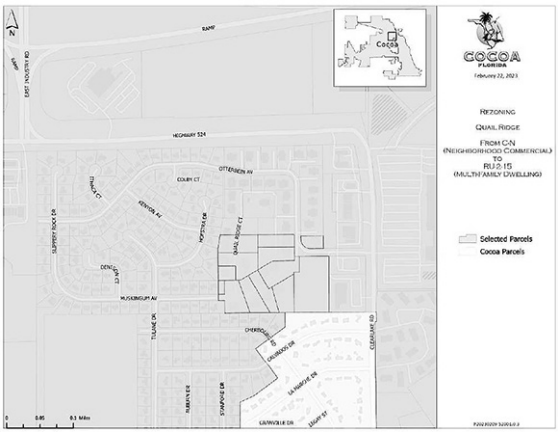
Map Prepared by ECFRPC

# CITY OF COCOA
# NOTICE OF PUBLIC HEARING
# ZONING MAP AND TEXT AMENDMENTS

## NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

**PZ-23-02100002 (Quail Ridge | City of Cocoa)**

**A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA;** amending the Official Zoning Map designation of seventy-seven (77) parcels of real property, totaling 11.59 acres, more or less, and generally located on the southeast corner of Quail Ridge Court and Otterbein Avenue, in Cocoa, Florida, more particularly depicted and described on Exhibit "A" attached hereto, from C-N (Neighborhood Commercial District) to RU-2-15 (Multiple-Family Dwelling District); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date.



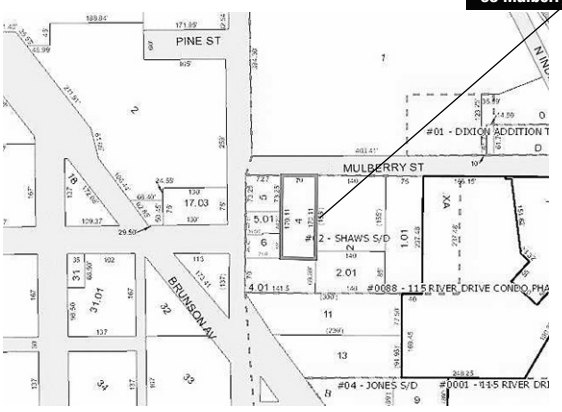

**PZ-23-02000001 (Gym and Fitness)**

**B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA**; CHANGING THE LISTS OF PERMITTED AND SPECIAL EXCEPTION USES IN APPENDIX A, ARTICLE XI OF THE ZONING ORDINANCE OF THE CITY OF COCOA RELATED TO GYM AND FITNESS FACILITIES IN THE RESTRICTED COMMERCIAL, NEIGHBORHOOD COMMERCIAL, GENERAL COMMERCIAL, CENTRAL BUSINESS DISTRICT, COMMERCIAL PARKWAY, WHOLESALE COMMERCIAL, PLANNED UNIT DEVELOPMENT, AND COCOA WATERFRONT OVERLAY DISTRICTS; ADOPTING A DEFINITION OF "GYM AND FITNESS FACILITIES"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

**PZ-23-02100001 (63 Mulberry Street | DRH Designs, Inc.)**

**C. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA**; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.27 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF MULBERRY STREET, APPROXIMATELY SIXTY FEET EAST OF THE INTERSECTION WITH FORREST AVENUE, IN COCOA, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM CORE COMMERCIAL DISTRICT (C-C) TO MULTIPLE FAMILY DWELLING DISTRICT (RU-2-25); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

**63 Mulberry**




**PZ-23-00200002 – Small-Scale Site Plan Appeal (Advantage Self Storage)**

**D.** An appeal relating to the denial of a Small-Scale Site Plan application for a self-service storage facility pursuant to Appendix A, Zoning, Article XIII, Section 1 (H) in the Manufacturing and Industrial District (M-2). The 2.99-acre site is identified as Parcel 24-35-12-00-759 through the Brevard County Property Appraiser.

**PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY**
**PUBLIC HEARING FOR ALL ITEMS WILL BE HELD ON**
**April 5, 2023**
**CITY COUNCIL 1st PUBLIC HEARING FOR ITEMS A THROUGH C WILL BE HELD ON**
**April 25, 2023**
**ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT**
**65 STONE STREET, COCOA, FL**

**General Notice Information:**

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

**Public Participation Information:**

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

FT-GCI1033372-01

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-204 | **Version:** | 1 | **Name:** | |
| **Type:** | Report | | | **Status:** | Council Busines |
| **File created:** | 3/16/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Accept the Annual Comprehensive Financial Report (ACFR) and the Audit Report for Fiscal Year 2022. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | City of Cocoa_Comm Ltr_Final 4.19.23.pdf<br>FY22 Cocoa, FL ACFR FINAL 4-17-23.pdf<br>Final Presentation to Council.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: March 16, 2023
Agenda Date: April 11, 2023
Prepared By: Sherry R. Alexander, Accounting Manager
Through: Rebecca J. Bowman, Finance Director
Requested Action:
Accept the Annual Comprehensive Financial Report (ACFR) and the Audit Report for Fiscal Year 2022.

## BACKGROUND:

In October of 2022, the City's Finance team began year-end adjustments and closing procedures required to close out the fiscal year ended September 30, 2022. In February of 2023, the accounting firm of MSL, PA conducted field work for the audit and the report was completed in April 2023.

The results of the FY2022 audit and financial reports will be presented to the City Council by a member of MSL, in conjunction with this agenda.

## STRATEGIC PLAN CONNECTION:

The ACFR is a tool providing City staff and stakeholders with valuable financial and other information necessary to plan and make informed financial decisions to provide for high levels of municipal services while maintaining fiscal sustainability.

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

None.

## RECOMMENDED MOTION:

Accept the Annual Comprehensive Financial Report (ACFR) and the Audit Report for Fiscal Year 2022.

MSL
CPAs & ADVISORS

April 25, 2023

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

We have audited the accompanying financial statements of governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Cocoa, Florida (the "City") for the year ended September 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated February 17, 2023. Professional standards require that we provide you with the following information related to our audit.

## SIGNIFICANT AUDIT MATTERS

### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The significant estimates affecting the City's financial statements include the following accounts: Useful Lives of Capital Assets, Self-Insurance Liability, Compensated Absences, Pension Liability and Other Post-Employment Benefits ("OPEB") Liability.

The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The following disclosures are considered significant: Deposits and Investments, Capital Assets, Long Term Debt, and Employee Retirement Plans.

## DIFFICULTIES ENCOUNTERED IN PERFORMING THE AUDIT

We encountered no significant difficulties in dealing with management in performing and completing our audit.

## CORRECTED AND UNCORRECTED MISSTATEMENTS

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no corrected (made) or uncorrected (not made) journal entries noted during the performance of our audit.

## DISAGREEMENTS WITH MANAGEMENT

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

## MANAGEMENT REPRESENTATIONS

We have requested certain representations from management that are included in the management representation letter dated April 7, 2023.

## MANAGEMENT CONSULTATIONS WITH OTHER INDEPENDENT ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

## OTHER AUDIT FINDINGS OR ISSUES

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

## OTHER MATTERS

We applied certain limited procedures to the Budgetary Comparison, OPEB, and Pension schedules, which are required supplementary information ("RSI") that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on Combining and Budgetary Comparison Schedules of the Non-Major Funds, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

## RESTRICTION ON USE

This information is intended solely for the use of the Mayor, City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

MSL, P.A.



# ANNUAL COMPREHENSIVE FINANCIAL REPORT

## FISCAL YEAR 2022

SERVING THE COMMUNITY WITH P.R.I.D.E!

CITY OF COCOA, FLORIDA

FISCAL YEAR ENDED: SEPTEMBER 30, 2022

PREPARED BY: FINANCE DEPARTMENT

# CITY OF COCOA, FLORIDA

# ANNUAL COMPREHENSIVE FINANCIAL REPORT




## FOR THE FISCAL YEAR ENDED
## SEPTEMBER 30, 2022

**Prepared by:**
**Finance**
**Department**

# CITY OF COCOA, FLORIDA
# ANNUAL COMPREHENSIVE FINANCIAL REPORT
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Finance Department
65 Stone Street / Cocoa, FL 32922
Phone: (321) 433-8600 / Fax: (321) 433-8608

April 7, 2023

The Honorable Mayor,
City Council Members, and
Citizens of the
City of Cocoa, Florida

The Annual Comprehensive Financial Report of the City of Cocoa, Florida (the "City"), for the fiscal year ended September 30, 2022, as presented by the Finance Department of the City, is hereby submitted pursuant to Florida Statutes Chapter 166.241, Chapter 218.3, and Chapter 10.500 of the Rules of the Auditor General of the State of Florida and Article XIV, Section 1 of the City Charter.

Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the City. Proper management of the government requires establishing and maintaining an internal control structure designed to ensure that the assets of the government are protected from loss, theft, or misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City has established an internal control structure designed to provide reasonable, but not absolute, assurance that the financial statements will be free from material misstatements. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and presents fairly the financial position and the results of operations of the City. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

The City's financial statements have been audited by the City's independent certified public accountants, MSL, P.A. The goal of the independent audit is to provide a reasonable assurance that the financial statements of the City for the year ended September 30, 2022, are free of material misstatements. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2022, are fairly presented in conformity with GAAP. The Independent Auditors' Report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements, in the form of Management's Discussion and Analysis (MD&A). The MD&A provides an introduction, overview and analysis of the basic financial statements; it complements this letter of transmittal and should be read in conjunction with it. The MD&A is located immediately after the auditor's report.

## GOVERNMENT PROFILE

The City of Cocoa has a population of 19,892 and is located in central Brevard County, Florida, midway between the cities of Titusville to the north and Melbourne to the south. It was incorporated as a village in 1895 and as a City in 1913. The City Charter, as adopted in 1959, provides for a Council-City Manager form of government. The elected council consists of a Mayor elected at-large and four Council Members that are elected by district. The City Manager is appointed by the City Council.

The City provides a wide range of services normally associated with a municipality. These services include police and fire protection, the construction and maintenance of highways, streets, and infrastructure (public works), community services, recreational activities, and cultural events. In addition to the general government activities, the governing body exercises, or has the ability to exercise, oversight of the Water and Sewer Utility and the Stormwater Utility; therefore, these activities are included in the reporting entity.

The City of Cocoa has a regional water system that provides and sells water within an area extending approximately 268 square miles. The City has supplied water to the residents of Cocoa and adjacent communities since 1927 and is the sole supplier of water to central Brevard County between the NASA and Pineda Causeways, including the cities of Cocoa, Rockledge, Cocoa Beach and Cape Canaveral as well as unincorporated areas on the mainland, Merritt Island, Port Canaveral and the beach area. Federal facilities serviced include Patrick Space Force Base, Kennedy Space Center and Cape Canaveral Air Force Station. The City owns, operates, and maintains 48 wells, a groundwater pretreatment plant, an intake structure/surface water pretreatment plant, two water treatment trains, aquifer storage and recovery system, a transmission and distribution system, and five water storage tanks. The water treatment system has a ground water capacity of 48 million gallons per day and a surface water capacity of 12 million gallons per day, although the current consumptive use permit allows for withdrawals of 31 million gallons per day groundwater and 8.83 million gallons per day surface water. The City also provides sanitary sewer service within the city limits and unincorporated areas adjacent to Cocoa. A water reuse system distributes reclaimed water for irrigation purposes and is available to both residential and commercial customers within the City.

The Cocoa Community Redevelopment Agency (CRA) came into existence in 1981. The agency is overseen by its own governing board consisting of the City of Cocoa, Florida, City Council and two additional members, appointed by the City Council, who reside in, own property in, or are engaged in business within the Agency's defined area. The Cocoa CRA is included within the governmental activities in the City's financial statements as a blended component unit. The Cocoa CRA uses property tax

incremental revenues derived from taxable real property within the geographic boundaries of the redevelopment area to finance redevelopment projects, streetscape and façade improvement programs. During fiscal year 1998, the City created two new redevelopment agencies: The Diamond Square Community Redevelopment Agency (DS CRA) and the U.S. 1 Corridor Community Redevelopment Agency originally set to sunset in 2023. Through an agreement with Brevard County, the term of the Diamond Square CRA was extended an additional 10 years to 2033 and the term of the U.S. 1 Corridor CRA ended on September 30, 2020. The governing board of the Diamond Square CRA is appointed by the Cocoa City Council and is made up of City residents and/or Cocoa business and property owners within the Diamond Square defined area. This agency makes use of property tax incremental revenues derived from taxable real property within the geographic boundaries of the areas to finance redevelopment of those areas. The Diamond Square CRA is reported as a discretely presented component unit.

The annual budget serves as the foundation for the City of Cocoa, Florida's financial planning and control. Budgetary control is maintained to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the City Council. The Capital Improvement Program (CIP) is a five-year plan which identifies capital projects and equipment purchases, provides a planning schedule, and identifies options for financing the program. The link between the CIP and the budget is essential and the entire plan is included in the annual budget. All departments are required to submit their budgetary requests to the City Manager, who uses these requests as a starting point for developing a proposed budget to submit to the City Council. The City Council is required by Florida statute to hold two public hearings and adopt a final budget, by resolution, no later than September 30th of each year. After budget adoption, the City manager may transfer funds within the same fund and department up to his approval level. Funds expended may not exceed the budgeted appropriation for personal services, operating expenditures, and capital outlay.

Budget-to-actual comparisons are provided in this report for each major and non-major governmental fund for which an appropriated annual budget has been adopted. This comparison is presented as part of the Required Supplementary Information.

## FACTORS AFFECTING FINANCIAL CONDITIONS

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City operates.

## LOCAL ECONOMY

The City of Cocoa is located on Florida's Spacecoast along the scenic Indian River Lagoon in east central Florida. With direct access to Interstate-95, US Highway 1, State Road 528 and State Road 520, the City's location serves as the connection point to some of the state's major metropolitan markets such as Orlando, Jacksonville, Tampa, and Miami. In addition to Cocoa's advantageous location, the City's streamlined building and

site permitting process and innovative economic development programs foster a favorable environment for development. It is also a short distance from Port Canaveral and many cruise passengers visit the historic downtown when coming or going on a cruise.

Cocoa is home to educational institutions such as Eastern Florida State College's Cocoa campus, the University of Central Florida (UCF) Brevard Campus and the Florida Solar Energy Center. In September, 2022, Eastern Florida State College revealed a 10-year, $87M plan to update the Cocoa campus. The City's vibrant historic downtown is a quaint downtown shopping dining, and entertainment destination. It contains unique shops, restaurants, and nightclubs. The historic downtown adjoins Riverfront Park and Lee Wenner Park, which provide opportunities for boating, fishing, or enjoying the waterfront. There are more than 65 special events in the Historic Cocoa Village each year, including concerts, wine walks, art and craft shows, car shows, holiday happenings and dog festivals. These events attract over 135,000 visitors per year to Cocoa's downtown.

The Florida economy continued to strengthen in 2022, reaching many milestones. It recorded its second lowest unemployment rate in state history and reached record levels of job creation. Florida was a state that "remained open" during the COVID-19 pandemic, and its bustling economy reflects the determination to continue day-to-day life, despite the pandemic. According to Governor Ron DeSantis, "people and businesses are flocking to Florida". Florida unemployment was 2.7% in September 2022. Florida experienced 24 months of the unemployment rate remaining below the national rate and exceeded the national job growth rate for 31 consecutive months.

Unemployment in the Palm Bay-Melbourne-Titusville Metropolitan Statistical Area was 2.6% as of September 2022. Most major categories of revenue exceeded expectations in FY 2022. A surge in housing in Cocoa has occurred that will accommodate the rise in space and manufacturing industries. A total of 1,821 building permits were issued during the fiscal year. Amazon received its' Certificate of Occupancy in December 2021 for a fulfillment center in the Grissom Industrial area valued at $33 million. Cirrus, Cocoa Grand, and Integra apartments are under construction. They will add 814 apartments to the City's landscape and have an estimated value of $130 million. Single-family developments are underway that will bring 158 new homes into the City with an estimated value of $300,000 per home.

Gross taxable property values increased 4.3% in FY 2022. For FY 2022, the City Council adopted an increased millage rate of 6.4532 mills, an increase of .4742 mills over the prior year. Ad valorem revenue increased 18.2% from FY 2021 as result of the increased millage rate and property value increases. The millage rate, property value increases and new construction, along with interfund transfers from the Water and Sewer Utility Fund for charges for services, payment in lieu of franchise fees and a return on investment provides sufficient revenue to fund the current level of services to the citizens and business owners of Cocoa. More detailed economic information about the City can be found in the Statistical Section of this document.

It is the City's continuous goal is to preserve essential and critical services, maintain adequate reserve balances, and provide resources to promote affordable and sustainable growth in the City of Cocoa. The City was able to provide employees with a salary increase in FY 2022 to make the City's wages more competitive in the community. The City Council uses a strategic plan that is a guiding document for the City to ensure resources are strategically allocated to provide the essential and critical services while maintaining fiscal sustainability. The strategic plan will be updated in 2023 and will continue to serve as the guiding document for the City's annual budget process.

The City leverages the use of grant funding to complement strategic projects throughout various departments. Cocoa is an entitlement community and receives funding from Community Development Block Grants, State Housing Initiative Program and Home Investment Partnerships Program from HUD each year. Grants from the Bullet Proof Vest Program and the Edward Bryne Memorial Justice Assistance grant program supported police operations by providing funding for bullet proof vests and officer training. The Crime Victim Assistance grant program in the police department covers the costs for two victims' assistance employees. The City received its second tranche of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and is utilizing the $3.8M grant for community programs and capital and operating needs. The total amount of grant funding received in FY2022 was $1.3 million. Detail of the grants expended can be found in the Schedule of Expenditures of Federal Awards in the Other Reports section of this document.

## LONG-TERM FINANCIAL PLANNING

The City adopts a multi-year Capital Improvement Program (CIP) annually as part of the budgetary process. The CIP is a planning tool to recognize when major cash expenditures may be necessary. The revenue sources for these projects may come from the issuance of debt, grants, new revenue sources, impact fees and/or fund reserves. Some of the major projects included in the CIP for FY2023-2027 that will impact the future are:

- Police and Fire Radio Replacements
- Street Paving Program
- Indian River Drive Embankment Stabilization
- Dixon and Indian River Drive Roadway Resiliency
- Cox Road Roundabout
- London Blvd. Roundabout
- Clarifier #s 1 and 2 Repairs
- Raw Water Pipeline Upgrades
- Dyal CO2 Bulk Tank Replacement
- Pineda Crossing Water Main Phase II
- Utility Extension at the Lakes at Cocoa Grove
- New 42 inch Pipeline (Little Econ to Wewahootee)

To ensure that funding is available for these future projects, the City has a general fund fiscal sustainability study, stormwater sustainability study and a water and sewer fund

revenue sufficiency study performed each fiscal year. Debt issuance in the utility fund is anticipated in FY 2025 to meet capital needs.

## RELEVANT FINANCIAL POLICIES

The Fund Balance Reserve Policy was revised in October 2011 to comply with the new fund balance reporting requirements defined in GASB Statement No. 54, Fund Balance Reporting and Government Fund Type Definitions. This policy, utilized by management as a budgetary tool, establishes a Capital Replacement Reserve (not less than 5% of total capital outlay reported in the prior year audited Annual Financial Report) and a Stabilization Reserve (no less than $9.5 M or 33% of the total operating expenditures reported in the prior year audited ACFR, whichever is greater) for the General Fund. These reserves are approved by Council through a resolution and are reported in the Annual Financial Report as Committed Fund Balances. The fund balance policy states that reserves should only be used for one-time expenditures. The reserves also should not be used for ongoing expenditures unless a viable revenue plan designated to sustain the expenditures is simultaneously adopted. In the event the funds are not available to establish or replenish the minimum required balances, the target goals shall be achieved by adding a designated amount to the budget to cover the deficiencies over a period not to exceed five years.

## MAJOR INITIATIVES

In governmental funds, the City continued with its annual street paving and vehicle replacements in FY 2022. Other significant capital projects in FY 2022 were the purchase of land for village parking, replacement of the boat ramp at Lee Wenner Park and dredging in the boat ramp area, fuel tank replacements and the purchase of a Gradall.

The Water and Sewer Utiity Fund improved drainage culverts, laid new water pipe in the Marlin Manor subdivision on Pluckebaum Road, upgraded the ozone contact unit in the water utility. The sewer fund's major projects were bio-nutrient removal efficiency improvements and a redundant inflow pipe. Completion of these projects ensures continued delivery of clean drinking water, compliance with state and federal mandates and a well-maintained water and wastewater utility.

The Stormwater Utility Fund's major initiative for FY 2022 was stormwater pipe lining.

## OTHER INFORMATION

Florida state statutes require an annual audit by independent certified public accountants. The accounting firm of MSL, P.A., was selected by the City Council to perform the audit. The Independent Auditors' Report on the financial statement, which included an unmodified ("clean") opinion, is located at the front of the financial section of this report.

The City was awarded Certificate of Achievement for Excellence in Financial Reporting to the City of Cocoa for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2021, from the Government Finance Officers Association of the United States and Canada (GFOA). In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. Management believes that the City's fiscal year 2022 ACFR will meet the Certificate of Achievement Program's requirements.

The preparation of the Annual Comprehensive Financial Report was made possible by the dedicated service of the entire staff of the Finance Department. The efforts of the Finance staff should be recognized for their commitment to ensuring that all City financial operations comply with the strong internal controls that help the City achieve a an unmodified auditor opinion each year and receive the GFOA's Certificate of Achievement for Excellence in Financial Reporting. All other City departments have also contributed directly or indirectly with the preparation of this report by providing timely information to the Finance team, and their cooperation and continued assistance is appreciated. Credit must be also given to the Mayor and City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City's finances.

Sincerely,

Stockton Whitten
City Manager

Rebecca J. Bowman
Finance Director

Government Finance Officers Association

# Certificate of Achievement for Excellence in Financial Reporting

Presented to

**City of Cocoa**
**Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2021

Christopher P. Morrill

Executive Director/CEO




Serving the Community

## COUNCIL

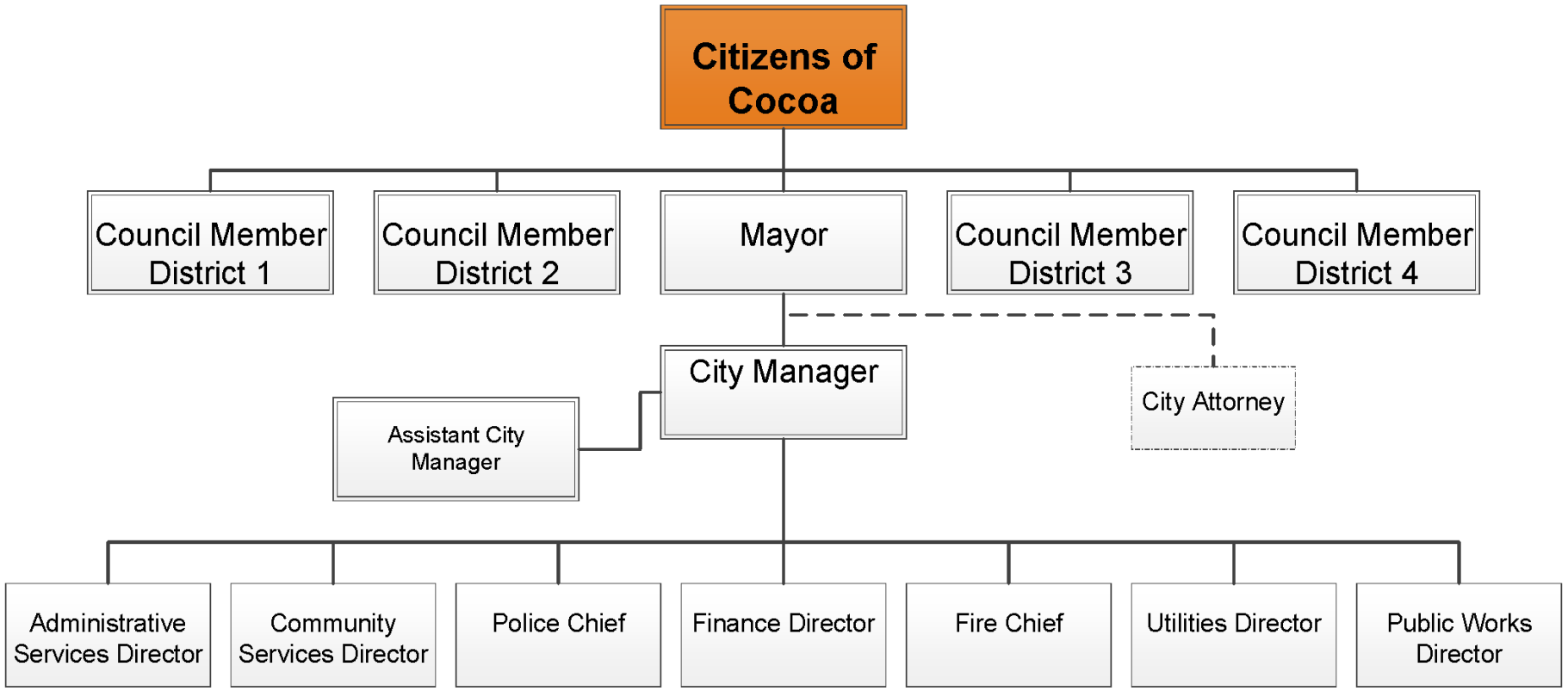
| | |
|---|---|
| Michael Blake | Mayor |
| Lavander Hearn | Deputy Mayor |
| Alex Goins | Council Member |
| Herbert "Rip" Dyal | Council Member |
| Lorraine Koss | Council Member |

## EXECUTIVE MANAGEMENT TEAM

| | |
|---|---|
| Stockton Whitten | City Manager |
| Anthony Garganese | City Attorney |
| Rebecca Bowman, CGFO, CGFM | Finance Director |
| Charlene Neuterman | Community Services Director |
| Jonathan Lamm | Fire Chief |
| Evander Collier | Police Chief |
| John Walsh II, P.E. | Utilities Director |
| Bryant Smith, P.E. | Public Works/Stormwater Director |
| Tammy Gemmati, PHR | Administrative Services Director |

As of September 30, 2022

# City of Cocoa Organizational Chart



MSL
Certified Public Accountants

# INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

## Report on the Audit of the Financial Statements

### *Opinions*

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Cocoa, Florida (the "City") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, as listed in the table of contents.

In our opinion, based on our audit, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

**INDEPENDENT AUDITOR'S REPORT**
***(Continued)***

***Auditor's Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

***Emphasis-of-Matter***

As discussed in Notes 3 and 7 to the financial statements, in the fiscal year ended September 30, 2022, the City adopted the provisions of Government Accounting Standards Board Statement ("GASBS") Number 87, *Leases*. Our opinion is not modified with respect to this matter.

## INDEPENDENT AUDITOR'S REPORT
*(Continued)*

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Supplementary Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements as a whole. The Combining and Individual Fund Statements and Schedules section, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Statements and Schedules section is fairly stated, in all material respects, in relation to the financial statements as a whole.

### *Other Information*

Management is responsible for the other information included in the annual report. The other information comprises the introductory section and the statistical section, as listed in the table of contents, but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

## INDEPENDENT AUDITOR'S REPORT
***(Concluded)***

### Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated April 7, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
April 7, 2023

## Management's Discussion and Analysis

As management of the City of Cocoa (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information we have furnished in our letter of transmittal.

### Financial Highlights

- The assets and deferred outflows of resources of the City of Cocoa exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $257,264,419 (net position). Of this amount, $29,278,200 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.

- The primary government's total net position increased $19,499,764 or 8.2% from the previous year. This increase was attributed to the increase of $5,858,761 in the governmental activities and an increase of $13,641,003 in the business-type activities.

- At September 30, 2022, the City's governmental funds reported combined ending fund balance of $44,479,357, an increase of $4,609,182 compared to the prior year. The City's governmental fund balance consists of the following:

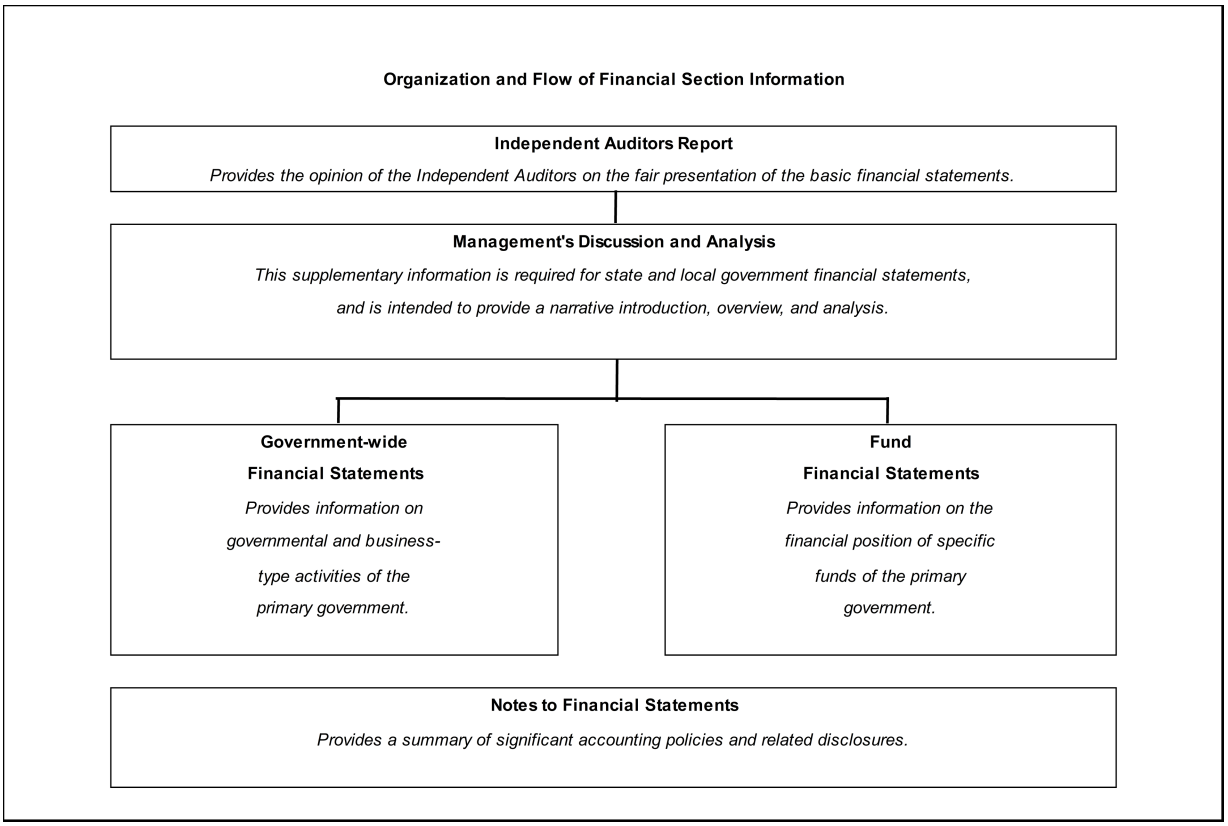
| | | |
|---|---|---|
| Non-spendable - | $ 338,544 | (Inventory, prepaid items and certain long-term receivables) |
| Restricted - | $ 4,041,969 | (Grants and other restricted revenue sources) |
| Committed - | $ 14,308,035 | (Stabilization and capital replacement reserves) |
| Assigned - | $ 12,260,884 | (Community improvement projects/debt service payments) |
| Unassigned - | $ 13,529,925 | (Available for spending at the government's discretion) |

- At the end of the current fiscal year, the unassigned fund balance of the General Fund was $13,529,925 or 40.9% of total general fund expenditures.

- The City's total long-term liabilities increased $23,304,749 (12.3%) during the current fiscal year. The governmental activities long-term liabilities increased by $19,538,305 due mainly to increased net pension liability, the OPEB liability and compensated absences, along with the adoption of GASB 87. The business-type activities long-term liabilities increased by $3,766,444 due to increases in net pension liability and the adoption of GASB 87.

### Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.




**Government-wide financial statements**. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources. The difference between the assets and liabilities is reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *Statement of Activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities reflect the City's basic services, including general government, public safety, physical environment, economic environment and recreation. The business-type activities of the City include the Water and Sewer Utility System and the Stormwater Utility System.

The government-wide financial statements include the City itself (known as the primary government), and one legally separate redevelopment agency for which the City is financially accountable – Diamond Square Community Redevelopment Agency, Financial information for this component unit is reported separately from the financial information presented for the primary government itself. The Cocoa Community Redevelopment Agency, although also legally separate, functions for all practical purposes as a department of the City and, therefore, has been included as an integral part of the primary government.

**Fund financial statements**. A *fund* is a grouping of related accounts used to maintain control over resources that are segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

**Governmental funds.** *Governmental funds* are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources* and *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains fourteen individual governmental funds: the General Fund, Cocoa Community Redevelopment Agency, the American Rescue Plan Fund and eleven non-major funds. The non-major funds are the Community Development Block Grant, Brevard County Home Program, Cocoa Housing Assistance, Building Permits, Arbor Mitigation, Police Confiscated, Police Special Education, Federal Forfeiture, Loan Guarantee, Capital Improvement and Debt Service funds. Information is presented separately in the Governmental Fund Balance Sheet and in the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances for the General Fund, the American Rescue Plan Fund, and the Cocoa Community Redevelopment Agency, each of which is reported as a major fund. The Cocoa Community Redevelopment Agency Fund and the American Rescue Plan Fund do not qualify as a major fund, but the City desires to report this fund separately to bring the activities of these funds to the reader's attention. Data from the other eleven governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriated budget for its General Fund and Special Revenue Funds. A budgetary comparison schedule has been provided for the General Fund and each major Special Revenue Fund in the Required Supplementary Information section of this report to demonstrate compliance with this budget.

**Proprietary funds**. The City maintains two different types of proprietary funds. The first type is Enterprise Funds that are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses Enterprise Funds to account for its Water and Sewer Utility System and Stormwater Utility System activities. The second proprietary fund type the City uses is Internal Service Funds that are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses Internal Service Funds to account for the activity of its worker's compensation and self-insured health plans. Activity reported in the Health Insurance fund in FY22 relate to run-out claims. The City went to a fully-insured health insurance plan effective October 1, 2021. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

**Fiduciary funds**. Fiduciary Funds are used to account for resources held for the benefit of parties outside the government. Fiduciary Funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for Fiduciary Funds is much like that used for Proprietary Funds.

**Notes to the financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**Other information.** In addition to the basic financial statements and accompanying notes, this report also presents certain Required Supplementary Information concerning the City's progress in funding its obligation to provide pension benefits to its employees. Required Supplementary Information can be found in a separate section of this report.

The combining statements referred to earlier in connection with Non-major Governmental Funds and Internal Service Funds are presented immediately following the Required Supplementary Information section on pensions.

## Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by $257,264,419 at the close of fiscal year September 30, 2022.

By far the largest portion of the City's net position ($186,314,211 or 72.4%) reflects its investment in capital assets (e.g., land, buildings, machinery and equipment, infrastructure and improvements, and intangibles); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

**City of Cocoa**
**Net Position**

| | Governmental Activities | | Business-type Activities | | Total | |
|---|---|---|---|---|---|---|
| | 2022 | 2021 | 2022 | 2021 | 2022 | 2021 |
| Current and Other Assets | $ 56,893,427 | $ 53,932,685 | $ 105,418,306 | $ 98,680,071 | $ 162,311,733 | $ 152,612,756 |
| Capital Assets (Net) | 54,976,556 | 52,674,325 | 237,558,354 | 233,772,823 | 292,534,910 | 286,447,148 |
| Total Assets | 111,869,983 | 106,607,010 | 342,976,660 | 332,452,894 | 454,846,643 | 439,059,904 |
| Deferred Outflows of Resources | | | | | | |
| Deferred Outflows related to refundings | - | - | 3,666,941 | 4,017,399 | 3,666,941 | 4,017,399 |
| Deferred Outflows for OPEB | 3,295,049 | 3,260,778 | 2,188,887 | 2,164,568 | 5,483,936 | 5,425,346 |
| Deferred Outflows for Pensions | 14,076,813 | 5,500,854 | 3,986,546 | 2,666,207 | 18,063,359 | 8,167,061 |
| Total Deferred Outflows of Resources | 17,371,862 | 8,761,632 | 9,842,374 | 8,848,174 | 27,214,236 | 17,609,806 |
| Noncurrent Liabilities | 67,873,872 | 49,092,322 | 119,398,978 | 115,632,534 | 187,272,850 | 164,724,856 |
| Other Liabilities | 6,338,919 | 4,697,668 | 18,979,644 | 19,528,414 | 25,318,563 | 24,226,082 |
| Total Liabilities | 74,212,791 | 53,789,990 | 138,378,622 | 135,160,948 | 212,591,413 | 188,950,938 |
| Deferred Inflows of Resources | | | | | | |
| Deferred Inflows for OPEB | 4,574,053 | 5,520,389 | 2,868,430 | 3,539,988 | 7,442,483 | 9,060,377 |
| Deferred Inflows for Pensions | 1,953,260 | 15,859,915 | 364,672 | 5,033,825 | 2,317,932 | 20,893,740 |
| Deferred Inflows for Leases | 2,444,632 | - | - | - | 2,444,632 | - |
| Total Deferred Inflows of Resources | 8,971,945 | 21,380,304 | 3,233,102 | 8,573,813 | 12,205,047 | 29,954,117 |
| Net Position: | | | | | | |
| Net Investment in Capital Assets | 38,679,745 | 35,752,513 | 147,634,466 | 144,119,852 | 186,314,211 | 179,872,365 |
| Restricted | 4,041,969 | 1,453,324 | 37,630,039 | 33,156,536 | 41,672,008 | 34,609,860 |
| Unrestricted | 3,335,395 | 2,992,511 | 25,942,805 | 20,289,919 | 29,278,200 | 23,282,430 |
| Total Net Position | $ 46,057,109 | $ 40,198,348 | $ 211,207,310 | $ 197,566,307 | $ 257,264,419 | $ 237,764,655 |

An additional portion of the City's net position ($41.7 million or 16.2%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, $29,278,200, may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all three categories of net position, both for the government as a whole and for its separate governmental and business-type activities. The chart on the following page provides information on the City's change in net position.

**City of Cocoa**
**Changes in Net Position**

| | Governmental Activities | | Business-type Activities | | Total | |
|---|---|---|---|---|---|---|
| | 2022 | 2021 | 2022 | 2021 | 2022 | 2021 |
| **REVENUES** | | | | | | |
| Program Revenues: | | | | | | |
| Charges for Services and Fees | $ 11,643,571 | $ 17,248,363 | $ 77,546,643 | $ 72,461,783 | $ 89,190,214 | $ 89,710,146 |
| Operating Grants and Contributions | 2,771,593 | 3,055,169 | 26,954 | - | 2,798,547 | 3,055,169 |
| Capital Grants and Contributions | 755,253 | 1,600,242 | 2,685,358 | 5,338,039 | 3,440,611 | 6,938,281 |
| General Revenues: | | | | | | |
| Property Taxes | 7,675,100 | 6,769,653 | - | - | 7,675,100 | 6,769,653 |
| Shared Revenues | 3,369,050 | 3,014,567 | - | - | 3,369,050 | 3,014,567 |
| Other Taxes and Fees | 5,055,810 | 4,550,259 | - | - | 5,055,810 | 4,550,259 |
| Investment Earnings/(Loss) | (414,746) | 150,447 | (2,338,768) | 101,372 | (2,753,514) | 251,819 |
| Other | 2,701,275 | 870,320 | 235,995 | 63,182 | 2,937,270 | 933,502 |
| **Total Revenues** | 33,556,906 | 37,259,020 | 78,156,182 | 77,964,376 | 111,713,088 | 115,223,396 |
| **EXPENSES** | | | | | | |
| General Government | 8,369,986 | 15,177,191 | - | - | 8,369,986 | 15,177,191 |
| Public Safety | 19,124,110 | 14,482,282 | - | - | 19,124,110 | 14,482,282 |
| Physical Environment | 3,444,418 | 2,496,002 | - | - | 3,444,418 | 2,496,002 |
| Transportation | 1,103,133 | 1,075,246 | - | - | 1,103,133 | 1,075,246 |
| Economic Environment | 1,062,590 | 1,453,161 | - | - | 1,062,590 | 1,453,161 |
| Culture/Recreation | 1,982,854 | 1,496,465 | - | - | 1,982,854 | 1,496,465 |
| Interest on Long-term Debt | 573,249 | 595,990 | - | - | 573,249 | 595,990 |
| Water and Sewer | - | - | 55,222,159 | 50,809,040 | 55,222,159 | 50,809,040 |
| Stormwater | - | - | 1,330,825 | 1,347,820 | 1,330,825 | 1,347,820 |
| **Total Expenses** | 35,660,340 | 36,776,337 | 56,552,984 | 52,156,860 | 92,213,324 | 88,933,197 |
| Increase/(Decrease) in Net Position before Transfers | (2,103,434) | 482,683 | 21,603,198 | 25,807,516 | 19,499,764 | 26,290,199 |
| Transfers | 7,962,195 | 9,164,348 | (7,962,195) | (9,164,348) | - | - |
| Increase/(Decrease) in Net Position | 5,858,761 | 9,647,031 | 13,641,003 | 16,643,168 | 19,499,764 | 26,290,199 |
| **Net Position - Beginning of Year** | 40,198,348 | 30,551,317 | 197,566,307 | 180,923,139 | 237,764,655 | 211,474,456 |
| **Net Position - End of Year** | $ 46,057,109 | $ 40,198,348 | $ 211,207,310 | $ 197,566,307 | $ 257,264,419 | $ 237,764,655 |

**Governmental activities**. Governmental activities increased the City's net position by $5,858,761. Key elements of this increase are as follows:

- The City's total governmental revenues, excluding transfers, decreased by $(3,702,114) (10.4%) from the prior year. Charges for services, operating and capital grants and contributions revenue decreased ($6,733,357). Operating grants decreased ($283,576). Charges for services decreased ($5,604,792) due to a change in the way the transfer from the Water and Sewer Utility Fund to the General Fund is accounted for. It was previously recorded as a charge for services and is now treated as a reduction in departmental costs. Property taxes increased $905,547 due to an increase in the millage rate and increases in property values. Other taxes, shared revenues and miscellaneous income remained consistent with the prior year.

- Expenses related to public safety activities increased by $4,641,828 (32.05%) from the prior year. This increase can be largely attributed to an increase of $2,954,397 in pension expense. Additional reductions in public safety were due to unfilled positions.

Although governmental expenditures exceeded revenues by $(2,103,434) before transfers, the net contributions from other funds (transfers) of $7,962,195 increased the change in net position to an increase of $5,858,761.

**Business-type activities**. Business-type activities increased the City's net position by $13,641,003. Key elements of this increase are as follows:

- Business-type activities reflect a 6.0% increase in revenues in the amount of $191,806. This increase can be attributed an increase in charges for services of $5,084,860 and a decrease of investment earnings of $(2,440,140) due to a reduction in market value. There were decreases of $(2,452,914) in capital and operating grants and contributions and other revenue due to decreased capital contributions related to development.

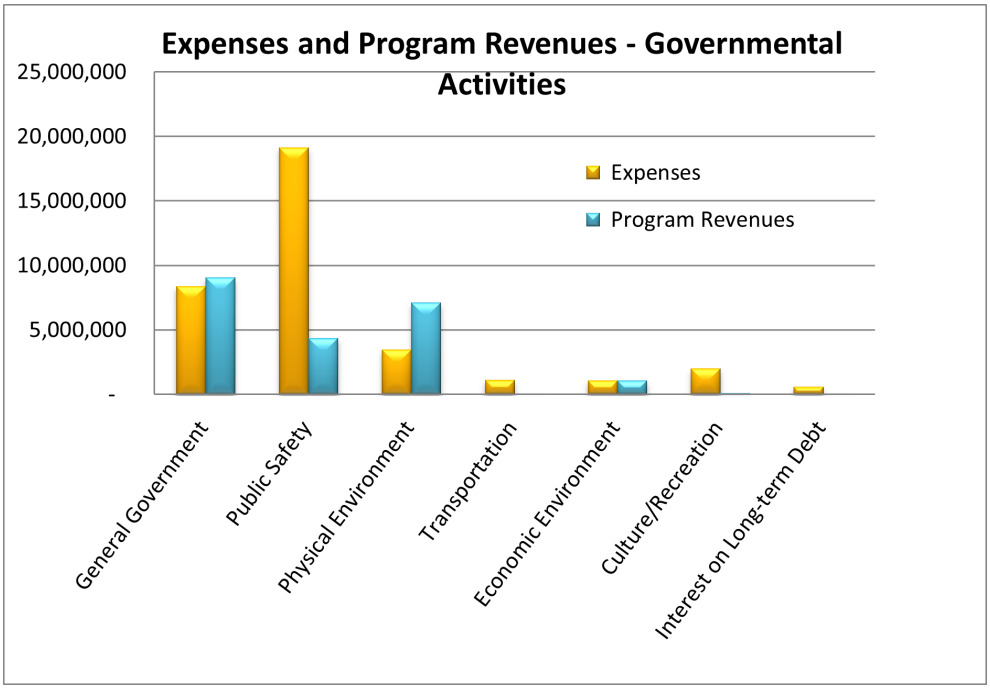
- Business-type revenues exceeded expenses by $21,603,198 before transfers to the General Fund. Expenses before transfers related to business-type activity increased $4,396,124 (7.7%) from the previous year. This increase can be attributed to unfilled positions and a decrease in various operating activity.

The following charts and graphs show the results of governmental activities for fiscal year ended 2022:

**Expenses and Program Revenues - Governmental Activities**

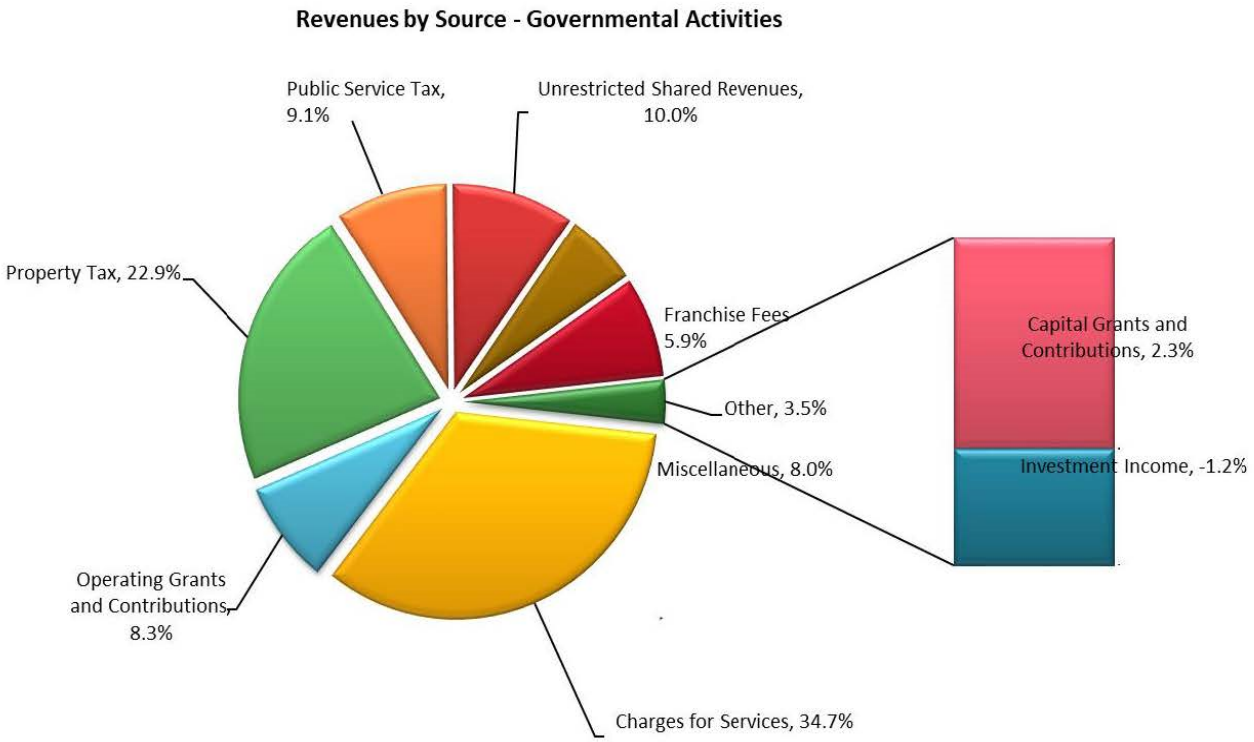
**For the Year Ended September 30, 2022**

| Functions/Programs | Expenses | % of Total | Program Revenues | % of Total | Net (Expense) Revenue |
|---|---|---|---|---|---|
| General Government | $ 8,369,986 | 23.3% | $ 1,993,467 | 13.1% | $ (6,376,519) |
| Public Safety | 19,124,110 | 53.6% | 4,787,461 | 31.6% | (14,336,649) |
| Physical Environment | 3,444,418 | 9.7% | 7,683,374 | 50.6% | 4,238,956 |
| Transportation | 1,103,133 | 3.1% | - | 0.0% | (1,103,133) |
| Economic Environment | 1,062,590 | 3.0% | 571,718 | 3.8% | (490,872) |
| Culture/Recreation | 1,982,854 | 5.6% | 134,397 | 0.9% | (1,848,457) |
| Interest on Long-term debt | 573,249 | 1.7% | - | 0.0% | (573,249) |
| | $ 35,660,340 | 100.0% | $ 15,170,417 | 100.0% | $ (20,489,923) |

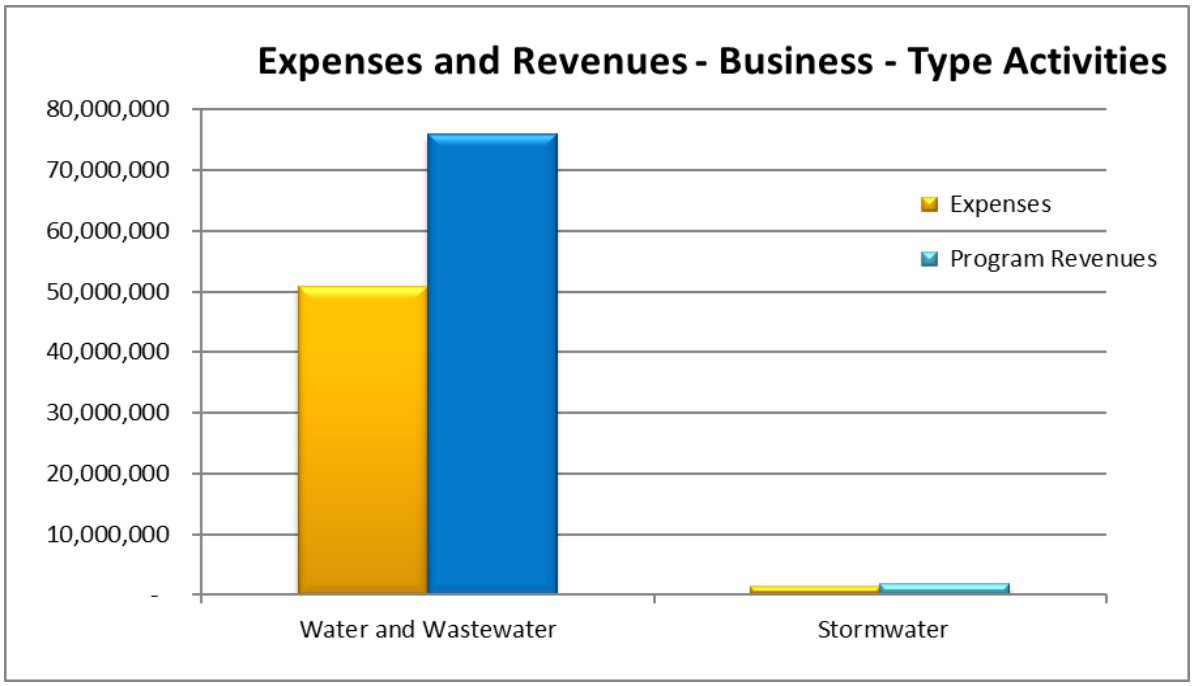


## Revenues by Source

| Description | Revenues | % of Total |
|---|---|---|
| Charges for Services | $ 11,643,571 | 34.7% |
| Operating Grants and Contributions | 2,771,593 | 8.3% |
| Capital Grants and Contributions | 755,253 | 2.3% |
| Property Tax | 7,675,100 | 22.9% |
| Public Service Tax | 3,067,937 | 9.1% |
| Unrestricted Shared Revenues | 3,369,050 | 10.0% |
| Gain on Sale of Capital Assets | 42,206 | 0.1% |
| Franchise Fees | 1,987,873 | 5.9% |
| Investment Earnings/(Loss) | (414,746) | -1.2% |
| Miscellaneous | 2,659,069 | 7.9% |
| | $ 33,556,906 | 100.0% |


Revenues by Source - Governmental Activities
Public Service Tax, 9.1%
Unrestricted Shared Revenues, 10.0%
Property Tax, 22.9%
Franchise Fees 5.9%
Other, 3.5%
Miscellaneous, 8.0%
Operating Grants and Contributions, 8.3%
Charges for Services, 34.7%
Capital Grants and Contributions, 2.3%
Investment Income, -1.2%

**Revenues by Source - Business-type Activities**




The largest portion of revenues for business type funds is charges for services. This is comprised of charges for water and sewer services in the Water and Sewer System and stormwater fees in the Stormwater Fund.

**Financial Analysis of the Government's Funds**

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds.** The focus of the City's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. The equity section indicates the extent to which the government is bound to honor constraints on the specific purpose for which amounts in the fund can be spent. The five components of fund balance are as follows:

- Non-spendable fund balance – the portion of the fund balance that cannot be spent because of its form or must be maintained intact. Examples are inventory, prepaid items and certain long-term receivables.
- Restricted fund balance – the portion of the fund balance subject to externally enforceable legal restrictions. Examples are grants, contributions and restricted debt service requirements.
- Committed fund balance – the portion of the fund balance constrained by limitations imposed by the City Council, by resolution, for specific purposes. Examples are stabilization reserve and capital replacement reserve.
- Assigned fund balance – the portion of the fund balance assigned to specific projects or items by the City Council or City Manager. Examples are reserves dedicated to future specific projects and debt service reserves that are not legally restricted.
- Unassigned fund balance – the remaining portion of the fund balance available for spending at the government's discretion.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of $44,479,357, which is an increase of $4,609,182 in comparison to the prior year. The amount of $13,529,925 constitutes the unassigned portion of the fund balance, which is available for spending at the government's discretion. The remainder of fund balance is non-spendable, restricted, committed or assigned to indicate restriction requirements depending on the classification. Major restrictions, commitments or assignments include: 1) $4,041,969 is restricted by grant requirements and state statutes, 2) $14,308,035 is committed for capital replacement and as a stabilization reserve for unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services, and 3) $12,260,884 is assigned for future expenses for Cocoa park improvements, building and equipment improvements, donations, ERP software replacement, city-wide roadway construction, economic incentives, housing development, sustainability and resilience initiatives and Cocoa Village parking.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, the total fund balance of the general fund was $38,040,994 an increase of $5,817,385 from the previous year primarily due to unspent previously budgeted items such as the ERP software replacement and the parks improvements. As a measure of the general fund's liquidity, it may be useful to compare the unassigned fund balance to total expenditures. This amount represents 40.9% of total general fund expenditures.

The American Rescue Plan fund has a total fund balance of $13,482. There was an increase in this fund for FY22. The City of Cocoa is an entitlement community and therefore received the second tranche of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The fund balance reflects interest earned on the advance payment.

The Cocoa Community Redevelopment Agency fund has a total fund balance of $1,699,168. The decrease in fund balance of $(752,254) over the prior year is due to repayment off a long-term interfund loan.

**Proprietary Funds.** The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water and Sewer Fund at the end of the current fiscal year amounted to $24,320,849, an increase of $4,908,805. This increase can be attributed to increases in revenue due to planned rate increases. There were also increases in restricted investments due to the amount of investments in the restricted investment account exceeding the required amount of reserves per bond covenants.

The unrestricted net position for the Stormwater Utility amounted to $1,621,956, an increase of $744,081. The stormwater revenue increased by $117,704 due to a rate increase. Expenses were consistent with the previous year.

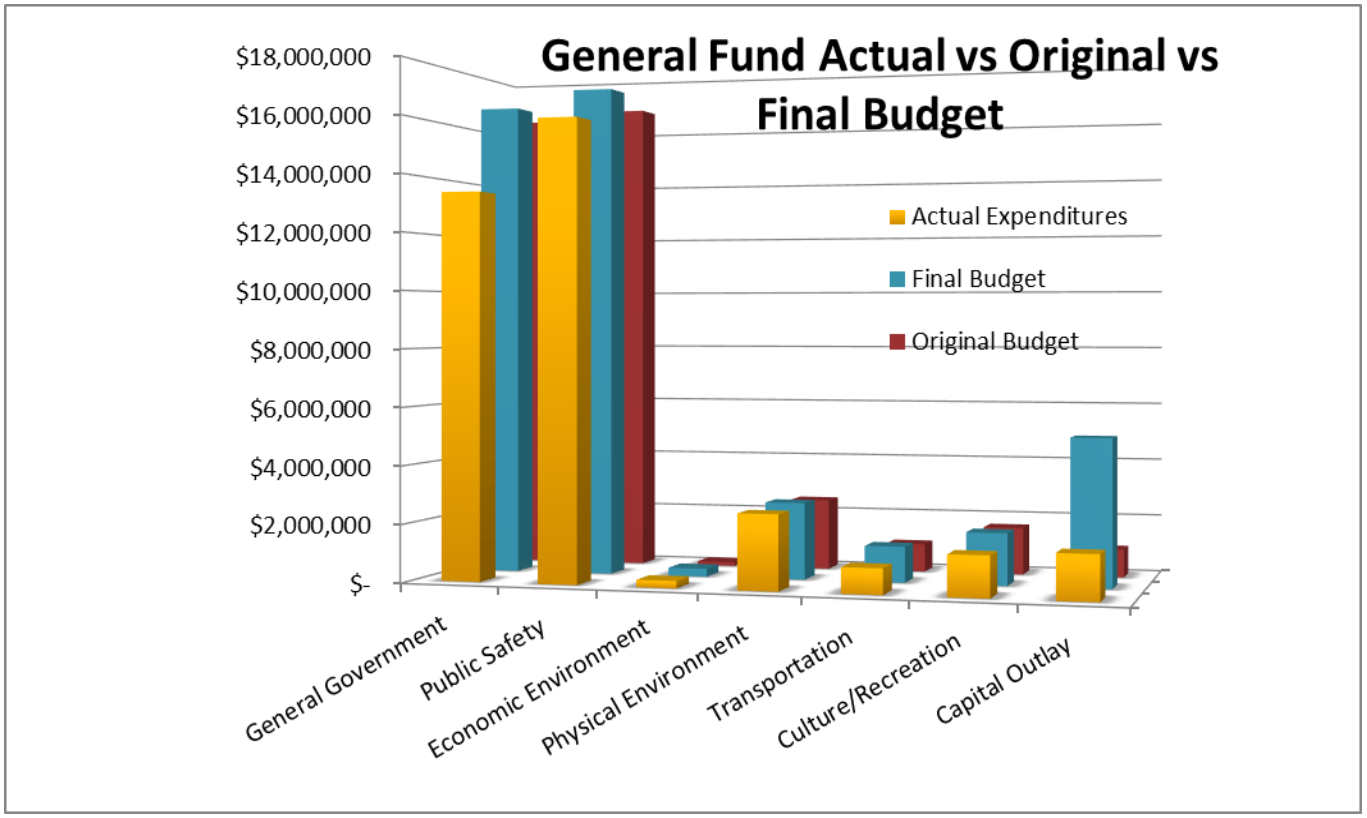
## General Fund Budgetary Highlights

| | Original Budget | Final Budget | Difference |
|---|---|---|---|
| General Government | $ 16,225,652 | $ 13,645,410 | $ (2,580,242) |
| Public Safety | 17,931,546 | 18,393,286 | 461,740 |
| Physical Environment | 3,359,704 | 6,093,956 | 2,734,252 |
| Transportation | 1,516,407 | 1,975,329 | 458,922 |
| Culture/Recreation | 2,134,822 | 2,728,117 | 593,295 |
| Economic Environment | 216,608 | 198,780 | (17,828) |
| Other Sources/(Uses) | 8,453,561 | 9,495,804 | 1,042,243 |
| | $ 49,838,300 | $ 52,530,682 | $ 2,692,382 |

The net differences between the original budget and the final amended budget expenditures resulted in an increase in the amount appropriated for expenditures, including transfers out, of $2,692,382 which is largely a result of an increase of $2,573,248 for capital projects to utilize assigned fund balance.

**General Fund Budgetary Comparison**

| | Actual Expenditures | Final Budget | Change | |
|---|---|---|---|---|
| General Government | $ 7,815,840 | $ 13,645,410 | $ 5,829,570 | 42.7% |
| Public Safety | 17,544,543 | 18,393,286 | 848,743 | 4.6% |
| Economic Environment | 188,204 | 198,780 | 10,576 | 5.3% |
| Physical Environment | 3,606,396 | 6,093,956 | 2,487,560 | 40.8% |
| Transportation | 1,605,198 | 1,975,329 | 370,131 | 18.7% |
| Culture/Recreation | 2,333,993 | 2,728,117 | 394,124 | 14.4% |
| Other Sources/(Uses) | 11,015,091 | 9,495,804 | 1,519,287 | 16.0% |
| | $ 44,109,265 | $ 52,530,682 | $ 11,459,991 | 21.8% |




The actual net expenditures were $11,459,991 under the final budget projections. This is due to assigned fund balance projects not being completed, such as $750,000 for housing, $3.0M for a new ERP system, $2.2M for parks improvements and other assigned fund balance projects not being completed. Additionally, cost savings were achieved from unfilled positions and encumbrances remaining open at the end of the fiscal year due to supply chain issues.

Actual resources available for appropriation were more than the final budget. The final revenue budgeted for the general fund was $26,099,193; actual receipts of $27,896,468 indicated an excess of 6.5% or $1,797,275 from anticipated revenues. This was due to variances in all categories of revenue, but, most significantly, Fines & Forfeiture revenue exceeded the budget by $697,700.

## Capital Asset and Long-term Liabilities

**Capital Assets**. The City's investment in capital assets for its governmental and business-type activities as of September 30, 2022, amounts to $292,534,910 (net of accumulated depreciation). This represents a net increase of $6,087,762 (2.13%) from the previous year. There was an increase in governmental activities of $2,302,231 representing (37.82%) of the total change in capital assets and a $3,785,532 increase in business-type activities' capital assets, or (62.18%) of the total change in capital assets. This investment in capital assets includes land, buildings, improvements other than buildings, machinery and equipment, infrastructure, intangibles and construction in progress.

Major capital asset events during the current fiscal year included the following:

- Boat Ramp Rehab & Dredging - $1,114,373
- Vehicle Replacements - $708,175
- Gradall Replacement - $495,174
- Marlin Manor/Pluckebaum Water Line Project - $601,747.13
- Ozone Contact Unit Upgrade - $1,184,041
- BNR Efficiency Improvements - $631,749
- Redundant Finish Flow Pipe - $1,383,312
- Sewer Line Improvements - $441,385

These asset additions were offset by depreciation expense. Additional information on the City's capital assets can be found in Note 4 *Capital Assets* of the footnote section of this report.

**City of Cocoa**
**City's Capital Assets**
(net of depreciation)

| | Governmental Activities | | Business-type Activities | | Total | |
|---|---|---|---|---|---|---|
| | 2022 | 2021 | 2022 | 2021 | 2022 | 2021 |
| Land | $ 7,621,226 | $ 7,162,606 | $ 2,919,197 | $ 2,919,197 | $ 10,540,423 | $ 10,081,803 |
| Buildings and Improvements | 29,881,701 | 29,821,062 | 17,268,903 | 10,918,043 | 47,150,604 | 40,739,105 |
| Machinery and Equipment | 16,893,982 | 15,570,026 | 26,655,350 | 25,579,746 | 43,549,332 | 41,149,772 |
| Intangible | 3,004,181 | 2,138,750 | 7,295,003 | 3,530,027 | 10,299,184 | 5,668,777 |
| Infrastructure/Imp Other | 80,043,542 | 77,912,081 | 400,681,080 | 380,347,937 | 480,724,622 | 458,260,018 |
| Construction in Progress | 453,558 | 414,191 | 35,769,006 | 53,170,211 | 36,222,564 | 53,584,402 |
| | 137,898,190 | 133,018,716 | 490,588,539 | 476,465,161 | 628,486,729 | 609,483,877 |
| Less: Accumulated Depreciation | (82,921,634) | (80,344,391) | (253,030,185) | (242,692,338) | (335,951,819) | (323,036,729) |
| Capital Assets, net | $ 54,976,556 | $ 52,674,325 | $ 237,558,354 | $ 233,772,823 | $ 292,534,910 | $ 286,447,148 |

**Long-term Liabilities**. At the end of the current fiscal year, the City had total bonded debt outstanding of $105,171,873. The entire amount of the City's bonded debt represents bonds secured by specified revenue sources (i.e., revenue bonds).

**City of Cocoa**
**Outstanding Long-term Debt**

The City's long-term debt decreased by $3,152,314 or 2.77% during the current fiscal year. This reduction in outstanding debt was due to debt service payments in accordance with established amortization schedules. More detailed information on the City's long-term debt can be found in the Note 7 *Long-Term Debt* in the footnote section of this report.

| | Governmental Activities | | Business-type Activities | | Total | |
|---|---|---|---|---|---|---|
| | 2022 | 2021 | 2022 | 2021 | 2022 | 2021 |
| Bonds Payable | $ 14,358,697 | $ 14,892,878 | $ 90,813,176 | $ 96,991,855 | $ 105,171,873 | $ 111,884,733 |
| Leases Payable | 756,755 | - | 3,701,791 | - | 4,458,546 | - |
| Notes and Loans Payable | 974,000 | 1,872,000 | - | - | 974,000 | 1,872,000 |
| | $ 16,089,452 | $ 16,764,878 | $ 94,514,967 | $ 96,991,855 | $ 110,604,419 | $ 113,756,733 |

## Economic Factors and Next Year's Budgets and Rates

Local, national and international economic factors influence the City's revenues in a variety of ways. Positive economic growth is correlated with increased revenues from property taxes, sales taxes, fuel taxes, charges for services, state revenue sharing as well as state and federal grants. Economic growth may be measured by a variety of indicators such as employment growth, new construction, assessed property values and enterprise fund revenues and net position growth. New residential and commercial developments added $10,839,080 in assessed value ($650,735 in property taxes) to the tax rolls in FY 2022. Much of this new development was from new apartments and housing developments and an Amazon warehouse. Unemployment in Brevard County was 2.5% at the end of the fiscal year, as compared to 2.7% in the State and 3.5% nationally. The economy overall has rebounded after COVID-19, with a large influx of people moving into and visiting Florida. A recent article on the Historic Cocoa Village in Southern Living magazine has brought many tourists into Cocoa Village that visit while cruising out of Port Canaveral. Cocoa's proximity to the Kennedy Space Center, Port Canaveral and Orlando make it an ideal place for visiting the area and home ownership.

The City increased its millage rate from 5.979 mills to 6.4532 mills in FY 2022. This increase helped to provide the funding for resetting the City's pay grade schedule and increasing employee pay above the routine 3% increase. Since unemployment is so low in the area, competition in the work force is fierce and the City needed to make wages more competitive to attract employees to work for the City of Cocoa. The City was able to maintain all levels of service in FY 2022 through the millage rate increase and the increase in property values. Beyond property taxes, other revenue increases in FY 2022 are attributable to planned rate increases for fire assessment, water and sewer, and stormwater. These rates are established through rate studies and special assessments to ensure the consistent collection of these types of revenue.

## Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Director, 65 Stone Street, Cocoa, Florida 32922. A copy of the City's Annual Comprehensive Financial reports can also be found on the City's website at www.cocoafl.gov.




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BASIC FINANCIAL STATEMENTS

# City of Cocoa, Florida
# Statement of Net Position
# September 30, 2022

| | Primary Government | | | Component Units |
|---|---|---|---|---|
| | Governmental Activities | Business-Type Activities | Total | Diamond Square Redevelopment Agency |
| **Assets:** | | | | |
| Cash and cash equivalents | $ 41,676,926 | $ 45,820,017 | $ 87,496,943 | $ 791,506 |
| Investments | 9,235,759 | 22,463,973 | 31,699,732 | - |
| Receivables | 1,335,887 | 9,042,807 | 10,378,694 | - |
| Receivables, earned but not billed | 79,275 | 5,591,127 | 5,670,402 | - |
| Tax receivable | 45,795 | - | 45,795 | - |
| Interest Receivable | 23,493 | - | 23,493 | - |
| Due from other governments | 1,178,735 | 41,909 | 1,220,644 | - |
| Deposits | 4,350 | - | 4,350 | - |
| Inventory | 36,038 | 1,495,892 | 1,531,930 | - |
| Prepaid items | 535,280 | 178,161 | 713,441 | 10,878 |
| Restricted assets: | | | | |
| Cash and cash equivalents | 21,216 | 8,528,642 | 8,549,858 | - |
| Investments | - | 12,255,778 | 12,255,778 | - |
| Other receivables | 271,891 | - | 271,891 | - |
| Lease Receivable | 2,448,782 | - | 2,448,782 | - |
| Capital assets: | | | | |
| Land | 7,621,226 | 2,919,197 | 10,540,423 | 181,192 |
| Buildings | 29,881,701 | 17,268,903 | 47,150,604 | - |
| Improvements other than buildings | - | 400,681,080 | 400,681,080 | - |
| Machinery and equipment | 16,893,982 | 26,655,350 | 43,549,332 | - |
| Infrastructure | 80,043,542 | - | 80,043,542 | 477,850 |
| Intangibles | 3,004,181 | 7,295,003 | 10,299,184 | - |
| Construction in progress | 453,558 | 35,769,006 | 36,222,564 | - |
| Less accumulated depreciation | (82,921,634) | (253,030,185) | (335,951,819) | (133,829) |
| Total assets | 111,869,983 | 342,976,660 | 454,846,643 | 1,327,597 |
| **Deferred Outflows of Resources:** | | | | |
| Deferred outflows related to refundings | - | 3,666,941 | 3,666,941 | - |
| Deferred outflows related to pensions | 14,076,813 | 3,986,546 | 18,063,359 | - |
| Deferred outflows related to OPEB | 3,295,049 | 2,188,887 | 5,483,936 | - |
| Total deferred outflows of resources | 17,371,862 | 9,842,374 | 27,214,236 | - |
| **Liabilities:** | | | | |
| Accounts, contracts and retainage payable | 1,641,571 | 13,427,720 | 15,069,291 | 10,595 |
| Accrued payroll and related liabilities | 1,087,637 | 675,164 | 1,762,801 | 1,237 |
| Accrued interest payable | - | 13,543 | 13,543 | - |
| Due to other governments | 18,195 | 17,823 | 36,018 | - |
| Payable from restricted assets: | | | | |
| Customer and developer escrow deposits | - | 3,791,700 | 3,791,700 | - |
| Escrow deposits | 36,650 | 1,053,694 | 1,090,344 | - |
| Unearned revenue | 2,735,490 | - | 2,735,490 | - |
| Other liabilities | 62,621 | - | 62,621 | - |
| Noncurrent liabilities: | | | | |
| Due within one year: | | | | |
| Revenue bonds payable | 535,000 | 5,888,000 | 6,423,000 | - |
| Notes payable | 265,000 | - | 265,000 | - |
| Lease Payable | 108,850 | 329,729 | 438,579 | - |
| Accrued claims payable | 992,000 | - | 992,000 | - |
| Compensated absences | 596,706 | 326,513 | 923,219 | - |
| Due in more than one year: | | | | |
| Revenue bonds payable | 13,823,697 | 84,925,176 | 98,748,873 | - |
| Notes payable | 709,000 | - | 709,000 | - |
| Lease Payable | 647,905 | 3,372,062 | 4,019,967 | - |
| Accrued claims payable | 1,084,000 | - | 1,084,000 | - |
| Total OPEB liability | 20,296,305 | 13,260,275 | 33,556,580 | - |
| Compensated absences | 863,778 | 427,392 | 1,291,170 | - |
| Net pension liability | 28,708,386 | 10,869,831 | 39,578,217 | - |
| Total liabilities | 74,212,791 | 138,378,622 | 212,591,413 | 11,832 |

(Continued on the following page)

The accompanying notes are an integral part of the financial statements.

# City of Cocoa, Florida
# Statement of Net Position
# September 30, 2022
# (Continued)

| | Primary Government | | | Component Units |
|---|---|---|---|---|
| | Governmental Activities | Business-Type Activities | Total | Diamond Square Redevelopment Agency |
| **Deferred Inflows of Resources:** | | | | |
| Deferred inflows related to pensions | 1,953,260 | 364,672 | 2,317,932 | - |
| Deferred inflows related to OPEB | 4,574,053 | 2,868,430 | 7,442,483 | - |
| Deferred Inflow Leases | 2,444,632 | - | 2,444,632 | - |
| Total deferred inflows of resources | 8,971,945 | 3,233,102 | 12,205,047 | - |
| **Net Position:** | | | | |
| Net investment in capital assets | 38,679,745 | 147,634,466 | 186,314,211 | 525,213 |
| Restricted for: | | | | |
| Restricted by Bond Covenant - Public safety | 1,206,630 | - | 1,206,630 | - |
| Restricted by Bond Covenant - Housing assistance | 463,720 | - | 463,720 | - |
| Reserve Fund- Dr. Joe Lee Smith Center | 67,000 | - | 67,000 | - |
| Restricted by Bond Covenant - Debt service | 591,742 | 1,891,950 | 2,483,692 | - |
| Restricted by Bond Covenant - Capital Improvements | 1,699,395 | 12,420,352 | 14,119,747 | - |
| Restricted by Bond Covenant - Renewal and replacement | - | 2,750,000 | 2,750,000 | - |
| Restricted by Bond Covenant - Working Capital | - | 20,567,737 | 20,567,737 | - |
| Restricted by Grant Agreements | 13,482 | - | 13,482 | - |
| Unrestricted | 3,335,395 | 25,942,805 | 29,278,200 | 790,552 |
| Total net position | $ 46,057,109 | $ 211,207,310 | $ 257,264,419 | $ 1,315,765 |

The accompanying notes are an integral part of the financial statements.

# City of Cocoa, Florida
# Statement of Activities
# Year Ended September 30, 2022

| Functions/Programs: | Expenses | Program Revenues: Charges for Services | Program Revenues: Operating Grants and Contributions | Program Revenues: Capital Grants and Contributions | Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities | Primary Government: Business-Type Activities | Primary Government: Total | Component Units: Diamond Square Redevelopment Agency |
|---|---|---|---|---|---|---|---|---|
| Primary Government | | | | | | | | |
| Governmental activities: | | | | | | | | |
| General government | $ 8,369,986 | $ 419,433 | $ 1,574,034 | $ | $ (6,376,519) | $ | $ (6,376,519) | $ - |
| Public safety | 19,124,110 | 4,492,653 | 120,878 | 173,930 | (14,336,649) | - | (14,336,649) | - |
| Recreation | 1,982,854 | 109,397 | 25,000 | - | (1,848,457) | - | (1,848,457) | - |
| Economic development | 1,062,590 | - | 571,718 | - | (490,872) | - | (490,872) | - |
| Physical environment | 3,444,418 | 6,622,088 | 479,963 | 581,323 | 4,238,956 | - | 4,238,956 | - |
| Transportation | 1,103,133 | - | - | - | (1,103,133) | - | (1,103,133) | - |
| Interest | 573,249 | - | - | - | (573,249) | - | (573,249) | - |
| Total governmental activities | 35,660,340 | 11,643,571 | 2,771,593 | 755,253 | (20,489,923) | | (20,489,923) | - |
| Business-type activities: | | | | | | | | |
| Water and sewer | 55,222,159 | 75,562,582 | - | 2,685,358 | - | 23,025,781 | 23,025,781 | - |
| Stormwater utility | 1,330,825 | 1,984,061 | 26,954 | - | - | 680,190 | 680,190 | - |
| Total business-type activities | 56,552,984 | 77,546,643 | 26,954 | 2,685,358 | | 23,705,971 | 23,705,971 | - |
| Total primary government | $ 92,213,324 | $ 89,190,214 | $ 2,798,547 | $ 3,440,611 | $ (20,489,923) | $ 23,705,971 | $ 3,216,048 | $ - |
| Component Units | | | | | | | | |
| Diamond Square Redevelopment Agency | $ 123,260 | $ - | $ - | $ - | $ - | $ - | $ - | $ (123,260) |
| Total component units | $ 123,260 | $ - | $ - | $ - | $ - | $ - | $ - | $ (123,260) |
| General revenues: | | | | | | | | |
| Property taxes | | | | | $ 7,675,100 | $ - | $ 7,675,100 | $ - |
| Public utility and communication taxes | | | | | 3,067,937 | - | 3,067,937 | - |
| Franchise fees based on Gross Receipts | | | | | 1,987,873 | - | 1,987,873 | - |
| Shared revenues not restricted to specific programs | | | | | 3,369,050 | - | 3,369,050 | 307,937 |
| Gain on sale of capital assets | | | | | 42,206 | 8,969 | 51,175 | - |
| Unrestricted interest income/(loss) | | | | | (414,746) | (2,338,768) | (2,753,514) | 4,322 |
| Miscellaneous | | | | | 2,659,069 | 227,026 | 2,886,095 | 2,456 |
| Transfers, net | | | | | 7,962,195 | (7,962,195) | - | - |
| Total general revenues | | | | | 26,348,684 | (10,064,968) | 16,283,716 | 314,715 |
| Change in net position | | | | | 5,858,761 | 13,641,003 | 19,499,764 | 191,455 |
| Net position, beginning | | | | | 40,198,348 | 197,566,307 | 237,764,655 | 1,124,310 |
| Net position, ending | | | | | $ 46,057,109 | $ 211,207,310 | $ 257,264,419 | $ 1,315,765 |

The accompanying notes are an integral part of the financial statements.

# City of Cocoa, Florida
# Balance Sheet - Governmental Funds
# September 30, 2022

| | General Fund | Cocoa Redevelopment Agency | American Rescue Plan | Nonmajor Governmental Funds | Total Governmental Funds |
|---|---|---|---|---|---|
| **Assets:** | | | | | |
| Cash and cash equivalents | $ 31,950,209 | $ 1,689,913 | $ 2,569,233 | $ 4,254,298 | $ 40,463,653 |
| Restricted Cash | 21,216 | - | - | - | 21,216 |
| Investments | 5,948,299 | - | - | 547,023 | 6,495,322 |
| Accounts receivable, net | 1,331,358 | - | - | 4,529 | 1,335,887 |
| Accounts receivable earned, but not billed | 79,275 | - | - | - | 79,275 |
| Tax receivable | 45,795 | - | - | - | 45,795 |
| Interest Receivable | 23,470 | 23 | - | - | 23,493 |
| Due from other governments | 870,826 | - | - | 307,909 | 1,178,735 |
| Inventory | 36,038 | - | - | - | 36,038 |
| Prepaid items | 298,471 | 8,054 | - | - | 306,525 |
| Deposits | - | 4,350 | - | - | 4,350 |
| Other receivable | - | 271,891 | - | - | 271,891 |
| Lease Receivable | 2,318,059 | 130,723 | - | - | 2,448,782 |
| Total assets | $ 42,923,016 | $ 2,104,954 | $ 2,569,233 | $ 5,113,759 | $ 52,710,962 |
| **Liabilities:** | | | | | |
| Liabilities | | | | | |
| Accounts payable | $ 1,350,860 | $ 225 | $ - | $ 226,511 | $ 1,577,596 |
| Accrued payroll and related liabilities | 1,077,778 | 3,063 | - | 6,796 | 1,087,637 |
| Unearned revenue | 61,923 | - | 2,555,751 | 117,816 | 2,735,490 |
| Due to other governments | 4,043 | - | - | 11,045 | 15,088 |
| Escrow deposits | 10,772 | - | - | 25,878 | 36,650 |
| Other liabilities | 62,621 | - | - | - | 62,621 |
| Total liabilities | 2,567,997 | 3,288 | 2,555,751 | 388,046 | 5,515,082 |
| **Deferred Inflows of Resources:** | | | | | |
| Deferred inflow - Whitley Marina settlement revenue | - | 271,891 | - | - | 271,891 |
| Deferred Inflow Leases | 2,314,025 | 130,607 | - | - | 2,444,632 |
| Total deferred inflows of resources | 2,314,025 | 402,498 | - | - | 2,716,523 |
| **Fund Balances:** | | | | | |
| Nonspendable | 338,544 | - | - | - | 338,544 |
| Restricted | 67,000 | 1,699,168 | 13,482 | 2,262,319 | 4,041,969 |
| Committed | 11,844,641 | - | - | 2,463,394 | 14,308,035 |
| Assigned | 12,260,884 | - | - | - | 12,260,884 |
| Unassigned | 13,529,925 | - | - | - | 13,529,925 |
| Total fund balances | 38,040,994 | 1,699,168 | 13,482 | 4,725,713 | 44,479,357 |
| Total liabilities and fund balances | $ 42,923,016 | $ 2,104,954 | $ 2,569,233 | $ 5,113,759 | $ 52,710,962 |

The accompanying notes are an integral part of the financial statements.

# City of Cocoa, Florida
## Reconciliation of Balance Sheet to the Statement of Net Position
## September 30, 2022

| | | |
|---|---|---|
| **Total fund balances of governmental funds** | | $ 44,479,357 |
| Amounts reported for governmental activities in the statement of net position are different because: | | |
| Deferred inflows (related to the Whitley Marina settlement) previously recorded as revenue in governmental activities but deferred in governmental funds. | | 271,891 |
| Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. | | 54,976,556 |
| Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in governmental funds. | | |
| Deferred outflows of resources for pensions | $ 14,076,813 | |
| Deferred inflows of resources for pensions | (1,953,260) | 12,123,553 |
| Deferred outflows and inflows of resources related to OPEB are applicable to future periods and, therefore, are not reported in governmental funds. | | |
| Deferred outflows of resources for OPEB | 3,295,049 | |
| Deferred inflows of resources for OPEB | (4,574,053) | (1,279,004) |
| Long-term liabilities are not due and payable in the current period and, accordingly, are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities--both current and long-term--are reported in the statement of net position. Long-term liabilities at year-end consist of: | | |
| Bonds payable (net of unamortized premium/discount) | (14,358,697) | |
| Notes payable | (974,000) | |
| Leases | (756,755) | |
| Other postemployment benefits | (20,296,305) | |
| Net pension liability | (28,708,386) | |
| Compensated absences | (1,460,484) | (66,554,627) |
| Internal service funds are used by management to charge the costs of certain activities, such as workers' compensation and health insurance to individual funds. The assets and liabilities of certain internal service funds are included in governmental activities in the statement of net position. | | 2,039,383 |
| **Total net position of governmental activities** | | $ 46,057,109 |

The accompanying notes are an integral part of the financial statements.

# City of Cocoa, Florida
# Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
# Year Ended September 30, 2022

| | General Fund | Cocoa Redevelopment Agency | American Rescue Plan | Nonmajor Governmental Funds | Total Governmental Funds |
|---|---|---|---|---|---|
| **Revenues:** | | | | | |
| Taxes | $ 11,361,377 | $ - | $ - | $ - | $ 11,361,377 |
| Special assessments | 3,119,213 | - | - | - | 3,119,213 |
| Licenses, permits, and fees | 2,055,611 | - | - | 766,991 | 2,822,602 |
| Intergovernmental | 3,484,349 | 1,481,997 | 761,141 | 502,702 | 6,230,189 |
| Charges for services | 7,456,969 | - | - | - | 7,456,969 |
| Fines and forfeitures | 40,941 | - | - | 40,191 | 81,132 |
| Interest earnings/(loss) | (264,848) | 16,580 | 10,217 | (7,730) | (245,781) |
| Miscellaneous | 642,856 | 42,359 | - | 68,112 | 753,327 |
| Total revenues | 27,896,468 | 1,540,936 | 771,358 | 1,370,266 | 31,579,028 |
| **Expenditures:** | | | | | |
| Current: | | | | | |
| General government | 6,354,672 | - | 61,434 | 45 | 6,416,151 |
| Public safety | 16,951,326 | - | - | 496,630 | 17,447,956 |
| Recreation | 1,860,215 | - | - | - | 1,860,215 |
| Economic development | 188,204 | 130,761 | 30,603 | 407,664 | 757,232 |
| Physical environment | 3,435,739 | - | - | - | 3,435,739 |
| Transportation | 869,429 | - | - | - | 869,429 |
| Capital outlay | 3,382,893 | 1,354,864 | 669,105 | 43,007 | 5,449,869 |
| Debt service: | | | | | |
| Principal | 50,876 | 57,799 | - | 1,408,000 | 1,516,675 |
| Interest | 820 | 2,715 | - | 593,896 | 597,431 |
| Total expenditures | 33,094,174 | 1,546,139 | 761,142 | 2,949,242 | 38,350,697 |
| Excess (deficiency) of revenues over (under) expenditures | (5,197,706) | (5,203) | 10,216 | (1,578,976) | (6,771,669) |
| **Other Financing Sources (Uses):** | | | | | |
| Transfers in | 12,695,338 | 3,221 | - | 2,025,873 | 14,724,432 |
| Transfers out | (1,935,776) | (1,402,380) | - | (913,062) | (4,251,218) |
| Proceeds from sales of capital assets | 42,206 | - | - | - | 42,206 |
| Lease proceeds | 213,323 | 652,108 | - | - | 865,431 |
| Total other financing sources (uses) | 11,015,091 | (747,051) | - | 1,112,811 | 11,380,851 |
| Net change in fund balances | 5,817,385 | (752,254) | 10,216 | (466,165) | 4,609,182 |
| **Fund Balances, Beginning of Year** | 32,223,609 | 2,451,422 | 3,266 | 5,191,878 | 39,870,175 |
| **Fund Balances, End of Year** | $ 38,040,994 | $ 1,699,168 | $ 13,482 | $ 4,725,713 | $ 44,479,357 |

The accompanying notes are an integral part of the financial statements.

# City of Cocoa, Florida
## Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities
## Year Ended September 30, 2022

| | | |
|---|---|---|
| **Net change in fund balances - total governmental funds** | | $ 4,609,182 |
| Amounts reported for governmental activities in the statement of activities are different because: | | |
| Governmental funds report capital purchases as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives and reported as depreciation expense. | | |
| Expenditures for capital assets (includes $24 donated assets) | $ 5,449,893 | |
| Less current year depreciation | (3,117,229) | 2,332,664 |
| In the statement of activities, only the gain or loss on the sale of capital assets are reported. However, in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net position differs from the change in fund balances by the cost of the capital assets sold or disposed. | | |
| Gain (loss) on sale of capital assets | | (30,433) |
| Cash pension contributions reported in the funds were more than the calculated pension expense on the statement of activities and therefore increased net position. | | (1,185,028) |
| Internal service funds are used by management to charge the costs of certain activities, such as workers' compensation and health insurance to individual funds. The net revenue (expense) of certain internal service funds is reported with governmental activities. | | (553,698) |
| The issuance of long-term debt (e.g., bonds and notes payable) provide current financial resources to governmental funds, while repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net assets. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas those amounts are deferred and amortized in the statement of activities. | | |
| Principal payments | 1,516,675 | |
| Issuance of Debt | (865,431) | |
| Amortization of premium and discount | 24,181 | 675,425 |
| Some revenues are recorded in the statement of activities, but since they do not provide current financial resources are not reported as revenues in the funds. This is the net amount of revenues recorded in the statement of activities in the current year. | | (21,649) |
| Some expenses reported in the statement of activities (e.g., compensated absences) do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. | | (100,587) |
| The increase in the other post-employment benefit balances reported in the statement of activities does not require the use of current financial resources and, therefore, is not reported as an expenditure in governmental funds. | | 132,885 |
| **Change in Net Position of Governmental Activities** | | $ 5,858,761 |

The accompanying notes are an integral part of the financial statements.

# City of Cocoa, Florida
# Statement of Net Position - Proprietary Funds
# September 30, 2022

| | Business-type Activities - Enterprise Funds | | | Governmental Activities - Internal Services Fund |
|---|---|---|---|---|
| | Water and Sewer System | Stormwater Fund (Non-Major) | Total | |
| **Assets:** | | | | |
| Current assets: | | | | |
| Cash and cash equivalents | $ 43,380,466 | $ 2,439,551 | $ 45,820,017 | $ 1,213,273 |
| Restricted current assets: | | | | |
| Cash and cash equivalents | 8,528,642 | - | 8,528,642 | - |
| Investments | 22,271,586 | 192,387 | 22,463,973 | 2,740,437 |
| Accounts receivable, net | 9,039,494 | 3,313 | 9,042,807 | - |
| Accounts receivable earned, but not billed | 5,591,127 | - | 5,591,127 | - |
| Due from other governments | 41,775 | 134 | 41,909 | - |
| Inventory | 1,495,892 | - | 1,495,892 | - |
| Prepaid items | 174,519 | 3,642 | 178,161 | 228,755 |
| Total current assets | 90,523,501 | 2,639,027 | 93,162,528 | 4,182,465 |
| Noncurrent assets: | | | | |
| Restricted noncurrent assets: | | | | |
| Investments | 12,255,778 | - | 12,255,778 | - |
| Capital assets: | | | | |
| Land | 2,795,148 | 124,049 | 2,919,197 | - |
| Buildings | 17,268,903 | - | 17,268,903 | - |
| Improvements other than buildings | 394,615,689 | 6,065,391 | 400,681,080 | - |
| Machinery and equipment | 24,970,265 | 1,685,085 | 26,655,350 | - |
| Intangibles | 7,295,003 | - | 7,295,003 | - |
| Construction in progress | 35,641,523 | 127,483 | 35,769,006 | - |
| Less accumulated depreciation/amortization | (249,943,418) | (3,086,767) | (253,030,185) | - |
| Total capital assets, net of accumulated depreciation/amortization | 232,643,113 | 4,915,241 | 237,558,354 | - |
| Total noncurrent assets | 244,898,891 | 4,915,241 | 249,814,132 | - |
| Total assets | 335,422,392 | 7,554,268 | 342,976,660 | 4,182,465 |
| **Deferred Outflows of Resources:** | | | | |
| Deferred outflows related to refundings | 3,666,941 | - | 3,666,941 | - |
| Deferred outflows related to pensions | 3,840,592 | 145,954 | 3,986,546 | - |
| Deferred outflows related to OPEB | 2,130,240 | 58,647 | 2,188,887 | - |
| Total deferred outflows of resources | 9,637,773 | 204,601 | 9,842,374 | - |

The accompanying notes are an integral part of the financial statements.

# City of Cocoa, Florida
# Statement of Net Position - Proprietary Funds (Continued)
# September 30, 2022

| | Business-type Activities - Enterprise Funds | | | Governmental Activities - Internal Services Fund |
|---|---|---|---|---|
| | Water and Sewer System | Stormwater Fund (Non-Major) | Total | |
| **Liabilities:** | | | | |
| Current liabilities (payable from current assets): | | | | |
| Accounts and claims payable | $ 2,619,166 | $ 211,958 | $ 2,831,124 | $ 63,975 |
| Contracts payable | 10,273,089 | - | 10,273,089 | - |
| Retainage payable | 323,507 | - | 323,507 | - |
| Accrued payroll and related liabilities | 655,530 | 19,634 | 675,164 | - |
| Compensated absences | 313,913 | 12,600 | 326,513 | - |
| Accrued claims payable | - | - | - | 992,000 |
| Due to other governments | 17,823 | - | 17,823 | 3,107 |
| Current liabilities (payable from restricted assets): | | | | |
| Accrued interest | 13,543 | - | 13,543 | - |
| Customer and developer deposits | 3,791,700 | - | 3,791,700 | - |
| Other deposits | 1,053,694 | - | 1,053,694 | - |
| Revenue bonds payable | 5,888,000 | - | 5,888,000 | - |
| Lease Payable | 329,729 | - | 329,729 | - |
| Total current liabilities | 25,279,694 | 244,192 | 25,523,886 | 1,059,082 |
| Noncurrent liabilities: | | | | |
| Compensated absences | 413,020 | 14,372 | 427,392 | - |
| Accrued claims payable | - | - | - | 1,084,000 |
| Total OPEB Liability | 13,119,397 | 140,878 | 13,260,275 | - |
| Net pension liability | 10,518,227 | 351,604 | 10,869,831 | - |
| Revenue bonds payable, net of unamortized bond discount/premium | 84,925,176 | - | 84,925,176 | - |
| Lease Payable | 3,372,062 | - | 3,372,062 | - |
| Total noncurrent liabilities | 112,347,882 | 506,854 | 112,854,736 | 1,084,000 |
| Total liabilities | 137,627,576 | 751,046 | 138,378,622 | 2,143,082 |
| **Deferred Inflows of Resources:** | | | | |
| Deferred inflows related to pensions | 342,702 | 21,970 | 364,672 | - |
| Deferred inflows related to OPEB | 2,783,352 | 85,078 | 2,868,430 | - |
| Total deferred inflows of resources | 3,126,054 | 107,048 | 3,233,102 | - |
| **Net Position:** | | | | |
| Net investment in capital assets | 142,881,475 | 4,752,991 | 147,634,466 | - |
| Restricted for: | | | | |
| Restricted by Bond Covenant - Debt service | 1,891,950 | - | 1,891,950 | - |
| Restricted by Bond Covenant - Capital improvements | 12,420,352 | - | 12,420,352 | - |
| Restricted by Bond Covenant - Renewal and replacement | 2,750,000 | - | 2,750,000 | - |
| Restricted by Bond Covenant - Working capital | 20,041,909 | 525,828 | 20,567,737 | - |
| Unrestricted | 24,320,849 | 1,621,956 | 25,942,805 | 2,039,383 |
| Total net position | $ 204,306,535 | $ 6,900,775 | $ 211,207,310 | $ 2,039,383 |

The accompanying notes are an integral part of the financial statements.

# City of Cocoa, Florida
# Statement of Revenues, Expenses, and Changes in Net Position - Proprietary Funds
# Year Ended September 30, 2022

| | Business-type Activities - Enterprise Funds | | | Governmental Activities - |
|---|---|---|---|---|
| | Water and Sewer System | Stormwater Fund (Non-Major) | Total | Internal Service Funds |
| **Operating revenues:** | | | | |
| Charges for services | $ 66,834,976 | $ - | $ 66,834,976 | $ 1,440,668 |
| Impact fees | 4,910,420 | - | 4,910,420 | - |
| Special Assessment Revenue | - | 1,984,061 | 1,984,061 | - |
| Fire protection | 3,817,186 | - | 3,817,186 | - |
| Miscellaneous revenue | 223,676 | 3,350 | 227,026 | 43,171 |
| Total operating revenues | 75,786,258 | 1,987,411 | 77,773,669 | 1,483,839 |
| **Operating expenses:** | | | | |
| Water/sewer treatment | 15,487,310 | - | 15,487,310 | - |
| Administration | 14,163,004 | 1,051,655 | 15,214,659 | - |
| Depreciation/amortization | 11,374,042 | 279,170 | 11,653,212 | - |
| Insurance claims and expenses | - | - | - | (642,445) |
| Transmission and distribution | 8,227,639 | - | 8,227,639 | - |
| Lift stations and lines | 2,205,864 | - | 2,205,864 | - |
| Total operating expenses | 51,457,859 | 1,330,825 | 52,788,684 | (642,445) |
| **Operating income (loss)** | 24,328,399 | 656,586 | 24,984,985 | 2,126,284 |
| **Nonoperating revenues (expenses):** | | | | |
| Gain/(loss) on disposal of assets | (40,559) | 8,969 | (31,590) | - |
| Grants from other agencies | - | 26,954 | 26,954 | - |
| Interest Income/(loss) | (2,337,037) | (1,731) | (2,338,768) | (168,963) |
| Interest expense | (3,723,741) | - | (3,723,741) | - |
| Total nonoperating revenues (expenses) | (6,101,337) | 34,192 | (6,067,145) | (168,963) |
| **Income before contributions and transfers** | 18,227,062 | 690,778 | 18,917,840 | 1,957,321 |
| **Capital contributions and transfers** | | | | |
| Capital contributions | 2,654,645 | - | 2,654,645 | - |
| Capital grant | 30,713 | - | 30,713 | - |
| Transfers in | 1,291,710 | 44,721 | 1,336,431 | 39,539 |
| Transfers out | (9,270,157) | (28,469) | (9,298,626) | (2,550,558) |
| Total capital contributions and transfers | (5,293,089) | 16,252 | (5,276,837) | (2,511,019) |
| Change in net position | 12,933,973 | 707,030 | 13,641,003 | (553,698) |
| **Net position, beginning** | 191,372,562 | 6,193,745 | 197,566,307 | 2,593,081 |
| **Net position, ending** | $ 204,306,535 | $ 6,900,775 | $ 211,207,310 | $ 2,039,383 |

The accompanying notes are an integral part of the financial statements.

# City of Cocoa, Florida
# Statement of Cash Flows -
# Proprietary Funds
# Year Ended September 30, 2022

| | Business-type Activities - Enterprise Funds | | | Governmental Activities - |
|---|---|---|---|---|
| | Water and Sewer System | Stormwater Fund | Total | Internal Service Funds |
| **Cash flows from operating activities:** | | | | |
| Cash received from customers for sales and services | $ 75,190,112 | $ 2,021,244 | $ 77,211,356 | $ 1,548,805 |
| Cash payments to suppliers for goods and services | (25,533,437) | (332,183) | (25,865,620) | 3,107 |
| Cash payments to employees | (16,503,593) | (526,889) | (17,030,482) | - |
| Cash payments for insurance and claims expense | - | - | - | (1,762,292) |
| Net cash provided by (used in) operating activities | 33,153,082 | 1,162,172 | 34,315,254 | (210,380) |
| **Cash flows from noncapital financing activities:** | | | | |
| Cash transfers in from other funds | 1,291,710 | 44,721 | 1,336,431 | 39,539 |
| Cash transfers out to other funds | (9,270,157) | (28,469) | (9,298,626) | (2,550,558) |
| Operating grants | - | 26,954 | 26,954 | |
| Net cash provided by (used in) noncapital financing activities | (7,978,447) | 43,206 | (7,935,241) | (2,511,019) |
| **Cash flows from capital and related financing activities:** | | | | |
| Acquisition of capital assets | (12,040,108) | (384,563) | (12,424,671) | - |
| Proceeds from sale of capital assets | (40,559) | - | (40,559) | - |
| Principal paid on revenue bonds and loans | (2,167,209) | - | (2,167,209) | - |
| Interest paid on long-term debt | (4,025,758) | - | (4,025,758) | - |
| Proceeds from issuance of bonds | - | - | - | - |
| Capital contributions - grant | 30,713 | - | 30,713 | - |
| Net cash provided by (used in) in capital and related financing activities | (18,242,921) | (384,563) | (18,627,484) | - |
| **Cash flows from investing activities:** | | | | |
| Investment income/(loss) | (2,337,037) | (1,731) | (2,338,768) | (168,963) |
| Proceeds from sale/maturity of investments | - | - | - | - |
| Purchase of investments | 12,889,383 | 15,650 | 12,905,033 | 483,253 |
| Net cash provided by (used in) investing activities | 10,552,346 | 13,919 | 10,566,265 | 314,290 |
| **Net increase (decrease) in cash and cash equivalents** | 17,484,060 | 834,734 | 18,318,794 | (2,407,109) |
| **Cash and cash equivalents, beginning** | 34,425,048 | 1,604,817 | 36,029,865 | 3,620,382 |
| **Cash and cash equivalents, ending** | $ 51,909,108 | $ 2,439,551 | $ 54,348,659 | $ 1,213,273 |
| **Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:** | | | | |
| Operating income/(loss) | $ 24,328,399 | $ 656,586 | $ 24,984,985 | $ 2,126,284 |
| **Adjustments to reconcile operating income (loss) to net cash provided by operating activities:** | | | | |
| Depreciation/amortization | 11,374,042 | 279,170 | 11,653,212 | - |
| Change in assets and liabilities: | | | | |
| (Increase) decrease in assets: | | | | |
| Accounts receivable | (1,220,189) | 33,833 | (1,186,356) | 64,966 |
| Due from other governments | (41,775) | - | (41,775) | - |
| Inventory | (530,928) | - | (530,928) | - |
| Prepaid items | (3,125) | (474) | (3,599) | (40,127) |
| Pension Asset | 395,386 | 42,798 | 438,184 | |
| Deferred outflows of resources - pensions | (1,278,476) | (41,863) | (1,320,339) | - |
| Deferred outflows of resources - OPEB | (23,548) | (771) | (24,319) | - |
| Increase (decrease) in liabilities: | | | | |
| Accounts and claims payable | (1,368,624) | 189,603 | (1,179,021) | (276,869) |
| Contracts payable and retainage payable | (223,403) | - | (223,403) | - |
| Accrued payroll and related liabilities | 278,074 | 5,513 | 283,587 | - |
| Accrued claims payable | - | - | - | (2,087,741) |
| Due to other governments | (546) | - | (546) | 3,107 |
| OPEB Liability | 582,503 | 19,074 | 601,577 | - |
| Net pension liability | 5,432,625 | 148,038 | 5,580,663 | - |
| Deferred inflows of resources - pensions | (4,521,111) | (148,042) | (4,669,153) | - |
| Deferred inflows of resources - OPEB | (650,265) | (21,293) | (671,558) | - |
| Deposits | 624,043 | - | 624,043 | - |
| Total adjustments | 8,824,683 | 505,586 | 9,330,269 | (2,336,664) |
| Net cash provided by (used in) operating activities | $ 33,153,082 | $ 1,162,172 | $ 34,315,254 | $ (210,380) |
| **Noncash capital and related financing activities:** | | | | |
| Acquisition of capital assets through contributions from property owners, developers and other governments | $ 2,654,645 | $ - | $ 2,654,645 | $ - |

The accompanying notes are an integral part of the financial statements.

# City of Cocoa, Florida
# Statement of Net Position -
# Fiduciary Funds
# September 30, 2022

| | Employee Pension Trust Funds |
|---|---|
| **Assets:** | |
| Cash and cash equivalents | $ 2,388,862 |
| U.S. Bonds and T-bills | 1,925,505 |
| Investments at fair value: | |
| Corporate Bonds | 3,501,842 |
| Stocks | 15,152,720 |
| Mutual funds | 32,872,264 |
| Pooled Comingled Equity Funds | 3,048,565 |
| US real estate investment fund | 11,759,708 |
| Accounts receivable | 6 |
| Interest receivable | 53,341 |
| Total assets | 70,702,813 |
| **Liabilities:** | |
| Accounts payable | $ 206,675 |
| Total liabilities | 206,675 |
| **Net Position:** | |
| Restricted for pension benefits | $ 70,496,138 |

The accompanying notes are an integral part of the financial statements.

# City of Cocoa, Florida
# Statement of Changes in Fiduciary Net Position - Fiduciary Funds
# Year Ended September 30, 2022

| | Employee Pension Trust Funds |
|---|---|
| **Additions** | |
| Contributions: | |
| Employer contributions | $ 2,326,422 |
| Employee contributions | 419,620 |
| State contributions | 349,782 |
| Total contributions | 3,095,824 |
| Investment earnings: | |
| Net increase/(decrease) in the fair value of investments | (15,639,793) |
| Interest and dividends | 2,706,979 |
| Total investment earnings | (12,932,814) |
| Less investment expense | 341,018 |
| Net investment earnings | (13,273,832) |
| Total additions | (10,178,008) |
| **Deductions** | |
| Benefits payments | 4,812,069 |
| Administrative expenses | 247,852 |
| Total deductions | 5,059,921 |
| Change in net position | (15,237,929) |
| **Net position, beginning of year** | 85,734,067 |
| **Net position, end of year** | 70,496,138 |

The accompanying notes are an integral part of the financial statements.

# CITY OF COCOA, FLORIDA
# NOTES TO FINANCIAL STATEMENTS

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### A. Reporting Entity

The City of Cocoa, Florida (the "City") was incorporated as a village in 1895 and as a city in 1913. The City of Cocoa was re-created pursuant to House Bill 1348, as set forth in Chapter 59-1186, Laws of Florida. The City has a population of approximately 19,290 and is located on the central east coast of Florida. The City operates under a charter adopted in 1959 and provides for a Council-City Manager form of government. The governing body is a five-member elected City Council comprised of a Mayor and four Council members. The City Council appoints the City Manager who is responsible for the administration of all City services.

The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although separate legal entities, are, in substance, part of the government's operations. Each discretely presented component unit is reported in a separate column in the government-wide financial statements (see note below for description) to emphasize that it is legally separate from the government.

#### 1. Component Units

Effective for the FY20 fiscal year, the State of Florida amended FS 163.387 (8) requiring separate financial statements to be issued for each CRA that meets a specified $100,000 threshold. The component units' financial information is audited and included in the City's annual report and the separately issued annual reports can be obtained from the City Clerk's office, on the City's website at cocoa.org or the CRA website at choosecocoa.org.

##### a) Blended Component Units

Cocoa Redevelopment Agency (the "Agency") – The Agency was organized under Section 163 of the Florida Statutes and formally came into existence in 1981. The Agency uses property tax incremental revenues derived from taxable real property within the geographic boundaries of the community redevelopment area to finance the rehabilitation, conservation, and re-development of affordable housing and related facilities for residents of low or moderate income. The Agency's Board is comprised of the five members of the City Council and two additional members who reside in, or are engaged in business in, the area of the Agency's operation. The Cocoa CRA is reported as a blended component unit because the governing body is substantively the same and the City manages the activities of the CRA in essentially the same manner as it manages its own activities.

Cocoa Public Safety Employees' Retirement Systems – The City's public safety employees participate in two Public Safety Employees' Retirement Systems ("PSERS"). Each single-employer PSERS plan (firefighters and police officers) functions for the benefit of its employees and is governed by a five-member pension Board, consisting of two City employees, two legal residents of the City, and one member appointed by the other four. The City and PSERS participants are obligated to fund all PSERS costs based upon actuarial valuations. The pension Board is authorized to establish benefit levels and to approve the actuarial assumptions used in the determination of contribution levels.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

### a) Blended component units *(Continued)*

Cocoa General Employees' Retirement System – City employees not participating in the PSERS or the 401(a) Defined Contribution Plan are covered under the General Employees' Retirement System ("GERS"), unless they opted out as of March 1, 2009, to be included in the Florida Retirement System (see Note 10). The GERS functions for the benefit of its employees and is governed by a five-member pension board consisting of three elected City employees and two City Council appointees residing in the City. The City and GERS participants are obligated to fund all GERS costs based upon actuarial valuations. The GERS pension Board is authorized to establish benefit levels and to approve the actuarial assumptions used in the determination of contribution levels.

Pension information for the PSERS and the GERS is found in a combined format in the Fiduciary Statement of Net Position and Statement of Changes in the Fiduciary Net Position in the City's annual report. Stand-alone financial reports for the for the individual PSERS and the GERS plans are contained in the annual actuarial reports that are prepared by an external consultant and can be obtained from the City Clerk.

### b) Discretely Presented Component Units

Diamond Square Redevelopment Agency – The Diamond Square Redevelopment Agency was organized under Section 163 of the Florida Statutes and formally came into existence in 1998. The Diamond Square Redevelopment Agency uses property tax incremental revenues derived from taxable real property within the geographic boundaries of the community redevelopment area to finance development within that area. The Board is appointed by the City Council and is comprised of seven members who reside in, or are engaged in business in, the area of the Diamond Square Redevelopment Agency's operation. There is a potential for the Agency to provide specific financial benefits to, or impose specific financial burdens on, the City.

Financial information on the discretely presented component unit activity can be found in the Government-Wide Statement of Net Position, Statement of Activities, and Note 4 (D) Capital Assets/Discretely Presented Component Units. The separately issued financial statements for each CRA meeting the statutory threshold can be found on the City's website or a www.cocoafl.org or at the CRAs' web pages at www.choosecocoa.org.

### c) Related Organizations

The Mayor of Cocoa is responsible for appointing the members of the Board of the Cocoa Housing Authority (CHA), but the City's accountability for this organization does not extend beyond making these appointments. The CHA's operating and capital expenditures, including debt service, is financed entirely by federal grants and rentals. Since the City does not have any involvement for the determination of CHA's budget or rental rates, the CHA is not considered a component unit of the City. However, according to the Florida Retirement System (FRS), because the CHA is a dependent special district, the City is responsible for remitting pension contributions for the CHA employee and employer contributions. These contributions and related expense are reflected in Note 10.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

### B. Measurement Focus and Basis of Accounting and Financial Statement Presentation

#### 1. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities,* which are normally supported by taxes and intergovernmental revenues, are reported separately from *business-type activities,* which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues.*

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting,* as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized as soon as they are both measurable and *available.* Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period.

For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, OPEB obligations and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)***

**a) Restricted Net Position**

The balance of the restricted net position at September 30, 2022 in the enterprise funds are as follows:

| | |
|---|---|
| Debt Service | $ 1,891,950 |
| Capital Improvements | 12,420,352 |
| Working Capital | 20,567,737 |
| Renewal and Replacement | 2,750,000 |
| Total Restricted Net Position | $ 37,630,039 |

**2. Fund Financial Statements**

**a) The City reports the following major governmental funds:**

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Cocoa Redevelopment Agency Fund* accounts for incremental tax revenues within the downtown Cocoa Village area. The monies are restricted by State Statute to specific projects or a class of projects within this geographical area.

The *American Rescue Plan Fund* accounts for revenue received and related expenditures from receipt of the State and Local Fiscal Recovery Funds.

**b) The City reports the following major proprietary funds:**

(i) The *Water and Sewer Fund* accounts for water and sewer operations that are financed and operated in a manner similar to private business enterprise. The fund is intended to be predominantly self-supported from user charges.

**c) Additionally, the City reports the following funds:**

Internal Service Funds

The *internal service funds* account for the activity of the City's workers' compensation self-insurance fund and healthcare self-insurance fund. Services are provided to various City departments on a cost-reimbursement basis.

The City reports the following fiduciary funds:

The *pension trust funds* account for assets, liabilities, revenues and expenses of the pension plans of the City's general employees, firefighters and police officers and the defined contribution plan. The activities of these funds are subject to state mandatory regulations, local ordinances and the policies of the governing boards.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)***

**c) Additionally, the City reports the following funds:*(Continued)***

The City's non-major governmental funds consist of special revenue funds (Community Development Block Grant, Cocoa Housing Assistance Trust, Brevard County Home Program, Loan Guarantee, Police Confiscated Funds, Police Special Education and Federal Forfeiture), a Capital Improvements fund and a Debt Service fund. The City's non-major enterprise fund consists of the stormwater utility fund.

As a rule, the effect of interfund activity has been eliminated from the government- wide financial statements. Exceptions to this general rule are charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported in the various functions concerned.

Amounts reported as *program revenues* include: 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 2) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, *general revenues* include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and providing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of the water and sewer enterprise fund and the City's internal service funds are charges to customers for sales and services. The Water and Sewer System fund also recognizes as operating revenues the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and the internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

**3. Fund Balance**

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Non-spendable Fund Balance– Amounts that are inherently not spendable because of their form (such as inventory) and/or that cannot convert or are not readily convertible to cash (such as prepaid assets or the long-term portion of loans receivable).

Restricted Fund Balance– Amounts that have externally enforceable limitations on their use. These amounts are constrained to the specific purposes by their providers (such as grantors, bondholders, or higher levels of government pursuant to enabling legislation, e.g., gas tax revenues that must be used for road repairs).

Committed Fund Balance– Amounts that have self-imposed limitations established through actions of the City Council (the City's highest level of decision-making authority) set in place prior

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)***

**3. Fund Balance *(Continued)***

to the end of a financial reporting period. These amounts cannot be used for any other purpose, unless the City Council takes action by Resolution to remove or change the limitation.

Assigned Fund Balance– Amounts that the City intends to use for a specific purpose. The authority for such intent may be expressed by the City Council, the Finance Committee or the City Manager in accordance with the City's Fund Balance Reserve Policy.

Unassigned Fund Balance– The remaining portion of fund balance which is spendable and not obligated or specifically designated and, therefore, available for any purpose. The General Fund is the only fund that reports a positive unassigned fund balance.

In other governmental funds, it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

The City will use restricted amounts to be spent first when both restricted and unrestricted fund balance is available, unless there are legal documents or contracts that prohibit doing this, such as in grant agreements requiring dollar-for-dollar spending. Additionally, the City would first use Unassigned Fund Balance, unless the expenditure is identified as a component of the Committed or Assigned Fund Balance, when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

### 3. Fund Balance *(Continued)*

At September 30, 2022, the City's fund balances were classified as follows:

| | General | Cocoa Redevelopment Agency | American Rescue Plan | Nonmajor Funds | Total Governmental Funds |
|---|---|---|---|---|---|
| Fund balances: | | | | | |
| Non-spendable: | | | | | |
| Inventory | $ 36,038 | $ - | $ - | $ - | $ 36,038 |
| Prepaid Items | 298,471 | | - | - | 298,471 |
| Leases | 4,035 | - | - | - | 4,035 |
| Restricted: | | | | | |
| Public safety | - | - | - | 1,206,630 | 1,206,630 |
| Section 108 Loan Debt Service Reserve | 67,000 | - | - | - | 67,000 |
| Commmunity Improvement projects | - | 1,699,168 | - | 227 | 1,699,395 |
| Debt Service Payments | - | - | - | 591,742 | 591,742 |
| Capital Projects | | | 13,482 | | 13,482 |
| Housing Assistance | - | - | - | 463,720 | 463,720 |
| Committed: | | | | | |
| Stabilization Fund | 11,344,641 | - | - | - | 11,344,641 |
| Capital Replacement | 500,000 | - | - | - | 500,000 |
| Capital Projects | - | - | - | 2,422,028 | 2,422,028 |
| Tree Replacement | | | | 41,366 | 41,366 |
| Assigned: | | | | | |
| City-wide Software Upgrade | 3,000,000 | - | - | - | 3,000,000 |
| Cocoa Park Improvements | 2,334,930 | - | - | - | 2,334,930 |
| Cocoa Village Parking | 241,379 | - | - | - | 241,379 |
| Capital Improvements | 2,899,637 | - | - | | 2,899,637 |
| Donations | 59,215 | | - | - | 59,215 |
| Economic Incentives | 500,000 | - | - | - | 500,000 |
| Employee Recruitment Programs | 600,000 | | | | 600,000 |
| Grants | 810,000 | | | | 810,000 |
| Housing | 1,150,000 | - | - | - | 1,150,000 |
| Road & Sidewalk Improvements | 628,223 | - | - | - | 628,223 |
| Sustainability/Resiliency Initiatives | 37,500 | - | - | - | 37,500 |
| Unassigned | 13,529,925 | - | - | - | 13,529,925 |
| Total fund balances | $ 38,040,994 | $ 1,699,168 | $ 13,482 | $ 4,725,713 | $ 44,479,357 |

### 4. Budgets & Budgetary Accounting

The following procedures are used to establish the budgetary data reflected in the financial statement:

a) No later than August 1 of each year, the City Manager submits a proposed operating budget to City Council for the fiscal year commencing the following October 1.
b) Public hearings are held to obtain taxpayer comments.
c) Prior to October 1, the budget is legally enacted through the passage of a resolution.
d) Budgets are legally adopted and formal budgetary integration is employed as a management control device during the year for all appropriated funds, including the internal service funds. The budget for the enterprise fund is derived in compliance with bond covenants and operational needs. The pension trust funds are not budgeted.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)***

**4. Budgets & Budgetary Accounting *(Continued)***

e) Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). The budget for the enterprise fund is adopted on a non-GAAP basis to reflect budget versus actual information related to "operations and maintenance" as defined in bond covenants.
f) The City Manager is authorized to transfer all or part of an unencumbered appropriation balance between departments within a fund; however, any revisions that alter the total appropriations of any fund must be approved by City Council. The classification at which expenditures may not legally exceed appropriations is at the object classification level. During the fiscal year, various appropriations were approved in accordance with this policy. Budgeted amounts shown in the financial statements are as originally adopted and as further amended.
g) Appropriations lapse at the end of the fiscal year. Re-appropriation of remaining encumbrances that will continue into the following year require separate approval by City Council in the following fiscal year.

**5. Cash and Cash Equivalents**

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

Cash balances available within various funds, except pension trust funds, were pooled for investment purposes. Substantially all deposits at September 30, 2022, were invested using the pooled investment concept. Interest earned was allocated to the various funds based on their average cash and investment balances.

Cash and cash equivalents for the purpose of the proprietary fund statement of cash flows include: cash, short-term investments with original maturities of three months or less from the date of acquisition, and money market funds.

Investments are reported at fair value, with the exception of external investment pools that comply with criteria set forth in Section I50: *Investments* of the GASB Codification and have elected to measure their investments at amortized cost. Accordingly, the fair value of the City's position in the external investment pools having met these criteria is equal to the value of pooled shares.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)***

**a) The City is authorized to invest surplus funds as follows:**

(i) The State Pool, administered by the Florida State Board of Administration;

(ii) U.S. Government securities and agencies of the U.S. Government;

(iii) U.S.-sponsored agencies, including Federal Farm Credit Bank ("FFCB"), Federal Home Loan Bank or its City banks ("FHLB"), Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("Freddie-Macs"), and Federal Home Loan Mortgage Corporation participation certificates;

(iv) Interest-bearing time deposits or savings accounts;

(v) Repurchase agreements, commercial paper and bankers' acceptances;

(vi) Corporate notes issued by corporations operating in the United States or by depository institutions licensed by the United States;

(vii) State or local government taxable or tax-exempt debt, general obligation debt, or revenue bonds;

(viii) Money market mutual funds, which are open-end, no load funds, where the share value of funds is equal to $1.00;

(ix) Intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, provided said funds contain no derivatives.

**b) The General Employees' Pension Fund is authorized to invest surplus funds as follows:**

(i) Corporate fixed income securities rated "BAA" or higher by Moody's or "BBB" by Standard & Poor's;

(ii) Corporate fixed income securities rated "BAA" or higher by Moody's or "BBB" by Standard & Poor's;

(iii) Collateralized mortgage obligations whose collateral is secured by Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA");

(iv) The money market or short-term investment fund ("STIF") provided by the fund's custodian;

(v) Direct obligations of the U.S. Government with a maturity of one year or less;

(vi) Commercial paper with a maturity of 270 days or less that is rated "A-1" by Moody's or "P-1" by Standard & Poor's; and

(vii) Bankers acceptances issued by the 50 largest banks in the United States (in terms of total assets).

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)***

**c) The Police Officers' Pension Fund is authorized to invest surplus funds as follows:**

(i) Time, savings and money market deposit accounts of a national bank, a state bank or a savings and loan institution, insured by the Federal Deposit Insurance Corporation ("FDIC"), provided the amount deposited does not exceed the insured amount, and cash instruments that have a quality rating of at least Standard & Poor's "P-1" or Moody's "A-1";

(ii) Obligations issued by the United States Government or obligations guaranteed as to principal and interest by the United States Government or by an agency of the United States Government;

(iii) Bonds issued by the State of Israel;

(iv) Bonds or other evidences or indebtedness issued or guaranteed by a corporation organized under the laws of the United States or the District of Columbia and the corporation is listed on one or more of the recognized national exchanges or on the National Market System of the NASDAQ stock market, provided the issuer has a quality rating of at least "A" by Standard & Poor's or Moody's;

(v) Equity investments (common stock, convertible bonds, and preferred stock) in a corporation listed on one or more of the recognized national exchanges or on the National Market System of the NASDAQ stock market;

(vi) Commingled stock, bond or money market funds whose investments are restricted to securities meeting the requirements of Section 3 of the Investment policy related to liquidity, custodian, bid requirement and risk diversification;

(vii) Investments in real estate are limited to real estate investment trusts ("REITs"); and

(viii) Repurchase agreements adhering to the requirements of the Master Repurchase Agreement.

**d) The Firefighters' Pension Fund is authorized to invest surplus funds as follows**:

(i) At all times, the Board's investments are subject to the limitations set forth in Florida Statute Sections 215.47(1-8), (10), and (16), except as otherwise permitted by Chapter 175 or by local ordinance;

(ii) Equity investments (common stock, convertible bonds, and preferred stock) in a corporation listed on one or more of the recognized national exchanges or on the National Market System of the NASDAQ stock market;

(iii) Fixed income investments shall be permitted in obligations of the United States or obligations guaranteed as to principal and interest by the Government of the United States, with a minimum quality rating of "A" or equivalent, as rated by one or more recognized bond rating services at the time of purchase;

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES*(Continued)***

**d) The Firefighters Pension Fund is authorized to invest surplus funds as follows**: ***(Cont.)***

(iv) Fixed income investments in bonds issued by the State of Israel;

(v) Money market funds, short-term investment funds; securities rated "A-1" or better by Moody's or "P-1" or better by Standard & Poor's; and

(vi) Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund, or a savings, building, and loan association insured by the Savings Association Insurance Fund which is administered by the FDIC.

Investments for the City, as well as for its component units, are stated at fair value. Banks and savings and loans in which City funds are deposited must be classified as a qualified public depository, as defined in the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes, before any deposits are made with those institutions.

**6. Inventories**

All inventories are valued at cost. The cost is recorded in inventory at the time of purchase and is charged to the appropriate department when consumed using an average cost method. Inventories of the governmental funds consist principally of supplies for City vehicles and fuel. Inventories of the proprietary funds primarily consist of maintenance supplies.

**7. Prepaid Items**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid, using the consumption method, in both the government-wide and fund financial statements. Expenditures are incurred during the period benefited by the prepayment.

**8. Restricted Assets**

The use of certain assets of the Water and Sewer Utility Fund are restricted by certain provisions of bond resolutions and other agreements. Other assets are restricted by nature of the funding sources. Assets so designated are identified as restricted assets on the statement of net position and fund level statements.

**9. Capital Assets**

Capital assets, which include property, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, pipelines, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements.

Capital assets are defined by the government as assets with an estimated useful life in excess of two years and an individual cost of $5,000 or more for equipment or an individual cost of $25,000 or more for buildings, improvements other than buildings, and infrastructure. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated and confiscated capital assets are recorded at acquisition value. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized. The cost of capital assets retired or sold, together with the related accumulated depreciation, is removed from the respective accounts and any gain or loss on disposition is credited or charged to warnings in the government-wide financial statements and proprietary fund statements.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

### 9. Capital Assets *(Continued)*

Capital assets of the primary government, as well as the component units, are depreciated using the straight-line method over the following estimated useful lives:

| | |
|---|---|
| Buildings | 50 years |
| Infrastructure | 15 to 75 years |
| Equipment | 5 to 20 years |
| Vehicles | 5 to 20 years |

The City recognizes amortization of software over a period of 3 years using the straight-line method.

### 10. Amortization of Bond Premium and Discounts

Bond discounts and premiums are amortized over the life of the bonds using the effective interest method. In the governmental funds, these costs are recorded as other sources or uses of funds when bonds are issued. Issuance costs are expensed at the time of debt issuance.

### 11. Receivables

Outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

All account and tax receivables are shown net of allowance for uncollectible accounts.

Property Taxes Receivable

The City is permitted by State law to levy taxes up to 10 mills on assessed valuation. However, Chapter 74-430, Laws of Florida, a special act applicable only to governmental units in Brevard County, limits the annual increase to 10% of the prior year’s millage. Pursuant to Chapter 200.065(5)(a), Florida Statutes the maximum millage rate that the City may levy is a rolled-back rate based on the amount of taxes which would have been levied in the prior year if the maximum millage rate had been applied, adjusted for the change in per capita Florida personal income, unless a higher rate is adopted, in which case the maximum is the adopted rate. The Cocoa City Council levy for the fiscal year ended September 30, 2022 was 6.4532 mills, which represents an increase over the rolled back rate.

As provided by law, the Brevard County Property Appraiser assesses all properties for ad valorem taxing purposes and the Brevard County Tax Collector collects and distributes all taxes. Ad valorem taxes are levied based on property valuation as of January 1. The fiscal year for which ad valorem taxes are levied begins on October 1. Taxes are due beginning November 1, delinquent on April 1, and liened on May 30. Property tax revenues are recognized in the fiscal year for which they are budgeted and also become due and payable. Virtually all unpaid taxes are collected via tax sale certificates sold on or prior to June 1; therefore, no material taxes are receivable at fiscal year-end.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)***

**12. Financed Purchase Obligations**

In the government-wide financial statements and proprietary fund financial statements, financed purchase obligations and the related cost of assets acquired are reflected in the Statement of Net Position. For financed purchase obligations originating in governmental funds, an expenditure of the asset and an offsetting other financing source are reflected in the fund financial statements in the year of obligation.

**13. Leases**

The City is a lessee for leases of office equipment, machinery and equipment, and office space. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide and proprietary fund financial statements.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portions of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line bases over the term of the lease.

Key estimated and judgements related to leases include how the City determines 1) the discount rate it uses to discount the expected lease payments to present value, 2) the lease term, and 3) lease payments.

The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.

The lease term includes the noncancelable period of the lease. Lease payments included in the measurement of the lease liability are comprised of fixed payments and any purchase option price that the City is reasonably certain to exercise. In determining the lease term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or to not exercise a termination option. Extension options are only included in the lease term if the lease is reasonably certain to be extended. The City monitors changes in circumstances that would require a re-measurement of its leases and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Leased assets are reported with other capital assets and lease liabilities and are reported with long-term debt on the statement of net position.

Payments due under the lease contracts include fixed payments. The office space lease includes costs for common area maintenance.

Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the following lease payments:

- fixed payments less any lease incentives receivable
- The exercise of a purchase option, if it is reasonably certain that the option will be executed.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)***

**13. Leases *(Continued)***

- Payments of penalties for terminating the lease, if the lease term reflects the City exercising that option.

Lease payments made under certain extension options are also included in the measurement of the liability. Extension and termination options are included in the lease agreements. The lease payments are discounted using the interest rate implicit in the lease. If that rate cannot be readily determined, which is generally the case for leases in the group, the lessee's incremental borrowing rate is used. The incremental borrowing rate is the rate that the individual lessee would have to pay to borrow the funds necessary to obtain an asset of similar value to the right-of-use asset in a similar economic environment with similar terms, security and conditions.

The City is a lessor for noncancelable leases of office space, billboard space, and cell tower space. The city recognizes a lease receivable and a deferred inflow of resources in the government-wide, proprietary fund and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the term of the lease.

Key estimates and judgements include how the City determines the 1) discount rate it uses to discount the expected lease receipts to present value, 2) lease term, and 3) lease receipts. The City uses its estimated incremental borrowing rate as the discount rate for leases.

The lease term includes the noncancelable period of the lease. Lease receipts included in the measurement of the lease receivable is comprised of fixed payments from the lessee.

The City monitors changes in circumstances that would require a re-measurement of its leases and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

**14. Compensated Absences**

It is the City’s policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation and a portion of sick pay is accrued when incurred in the government-wide and proprietary fund type financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

**15. Deferred Outflows of Resources/Deferred Inflows of Resources**

The deferred amount for advance refunding of debt in the Water and Sewer fund is classified as deferred outflows of resources.

The deferred outflows related to pensions are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* Total deferred outflows of resources related to pensions were $18,063,359 for the year ended September 30, 2022.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

### 15. Deferred Outflows of Resources/Deferred Inflows of Resources *(Continued)*

In addition to assets and liabilities, the City reports the financial statement elements of deferred outflows of resources and deferred inflows of resources. Deferred outflows of resources represent a consumption of net assets that applies to future periods and will not be recognized as an outflow of resources (expenditure or expense) until that applicable time. Deferred inflows of resources represent and acquisition of net assets that applies to future periods and will not be recognized as an inflow of resources (revenue) until that applicable time.

The City reports three items that qualify as deferred outflows of resources on its government-wide and proprietary statements of net position - deferred outflows related to pensions, related to refundings, and related to OPEB. The deferred outflows for pension are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions.* The deferred outflows for pensions will be recognized as pension expense or a reduction of the net pension liability in future reporting years. The deferred outflows for OPEB represent contributions toward OPEB cost by the City that will offset the total OPEB liability in future reporting years. The deferred outflows related to bond refunding are for the business-type funds only.

The City reports three items that qualify as deferred inflows of resources on its government-wide and proprietary statements of net position - deferred inflows related to pensions, OPEB and leases. The deferred inflows related to pensions are an aggregate of items related to pensions and are calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* The deferred outflows for OPEB are an aggregate of items related to OPEB, as calculated in accordance with GASB Statements No. 75*, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.* The deferred outflows for pension/OPEB will be recognized as a reduction to pension/OPEB expense in future reporting years. In addition, the government-wide statement of net position include deferred inflows for leases. These amounts will be recognized as revenue over the life of the corresponding lease.

The City reports two items that qualify as deferred inflow of resources on the governmental balance sheet. The deferred inflow of resources for Whitley Bay pertains to an amount owed from a settlement agreement for construction of a boardwalk and promenade. (See Note 12 for further information.) The other deferred inflow item is related to leases in the General Fund. This amount will be recognized as revenue over the life of the corresponding lease.

### 16. Defined Benefit Pension Plans

The City participates in cost-sharing, multiple-employer, defined benefit pension plans that are administered by the State of Florida, Department of Management Services, Division of Retirement. Additionally, the City participates in three separate single-employer defined benefit pension plans for firefighters, police officers and those full-time employees who did not elect to be in the Florida Retirement System. For purposes of measuring the net pension asset or liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net positions of the City and state-administered defined benefit pension plans and additions to/deductions from the City and state-administered defined benefit pension plans' fiduciary net positions have been determined on the same basis as they are reported by the City and state-administered defined benefit pension plans.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

### 16. Defined Benefit Pension Plans *(Continued)*

For this purpose, plan member contributions are recognized in the period in which the contributions are due. The City's employer contributions are recognized when due and the City has a legal requirement to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of the City and state-administered defined benefit pension plans.

### 17. Unearned Revenues

Unearned revenues include amounts collected before the revenue recognition criteria are met. The unearned items consist of grant and other revenues received in excess of amounts earned since the work has not been performed and, therefore, expenditures not incurred.

### 18. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenditures/expenses during the reporting period. Actual results could differ from management's estimates.

### 19. Fund Deficit

There are no funds that report a fund deficit as of September 30, 2022.

### 20. New Accounting Pronouncements

The City implemented GASB Statement 87 Leases in FY2022. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

### 21. Net Position Restricted by Enabling Legislation

The City reports net position restricted by enabling legislation for public safety ($1,206,630) and housing assistance ($463,720) as of September 30, 2022.

## NOTE 2 - DEPOSITS & INVESTMENTS

### A. Governmental & Business-Type Activities Deposits and Investments

The City invests certain surplus funds in an external investment pool, the Local Government Surplus Funds Trust Fund (the "Florida Prime"). The State Pool is administered by the Florida State Board of Administration ("SBA"), who provides regulatory oversight.

Under GASB Codification I50: *Investments,* if a participant has an investment in a qualifying external investment pool that measures for financial reporting purposes all of its investments at amortized cost, it should disclose the presence of any limitations or restrictions on withdrawals (such as redemption notice periods, maximum transaction amounts, and the qualifying external investment pool's authority to impose liquidity fees or redemption gates) in notes to the financial statements.

As of September 30, 2022, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit the City's access to 100% of its account value in either external investment pool.

At September 30, 2022, the City's carrying amount of cash deposits was $96,043,251 and the bank balance was $88,720,925. In addition, the City holds $3,550 of petty cash. The component units' carrying amount of deposits with banks was $791,506 and the bank balance was $791,506. As of September 30, 2022, $250,000 of the City's bank balances is covered by the FDIC. Monies invested in amounts greater than the insurance coverage are secured by the qualified public depositories pledging securities with the State Treasurer in such amounts required by the Florida Security for Public Depositories Act. In the event of a default or insolvency of a qualified public depositor, the State Treasurer will implement procedures for payment of losses according to the validated claims of the City pursuant to Section 280.08, Florida Statutes.

Credit Risk
The City's investment policy and the investment policies for the City's General Employees', Police Officers' and Firefighters' Pension Funds limit investments to securities with specific ranking criteria.

Interest Rate Risk
The City's investment policy limits interest rate risk by requiring that investment maturities shall not be greater than seven years. In addition, the overall required weighted average duration is required to be less than three years. The City's General Employees', Police Officers' and Firefighters' Pension Funds do not address interest rate risk.

Concentration of Credit Risk
The City's Police Officers' and Firefighters' Pension Funds do not allow for an investment in any one issuer that is in excess of five percent of the respective funds' total investments, except for securities issued by the U.S. Government or its agencies, which may be held without limitation. The City's investment policy and the investment policy of the City's General Employees' Pension Fund do not address concentration of credit risk.

## NOTE 2 - DEPOSITS & INVESTMENTS *(Continued)*

### A. Governmental & Business-Type Activities Deposits and Investments *(Continued)*

Foreign Currency Risk

The City's pension funds contain investments in foreign stock mutual funds and foreign corporate bonds; however, all of the investments are denominated in U.S. dollars and are not exposed to foreign currency risk.

Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, the City will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The City's investment policy does not contain requirements that would limit exposure to custodial credit risk for investments. Pension plans operate under separate investment policies. The fiduciary funds' U.S. Real Estate Investments are not covered by the SIPC (Securities Investor Protection Corporation) insurance, are uncollateralized and held by the pension funds' broker-dealer (counterparty); therefore, the balance as of September 30, 2022 of $11,759,708 is subject to custodial credit risk. The fiduciary funds' remaining investments are covered by SIPC insurance.

At September 30, 2022, the City had the following investments:

| Investment Type | Fair Value | Less than 1 | 1 - 5 | 6 - 10 | More than 10 | Rating | Agency | Level |
|---|---|---|---|---|---|---|---|---|
| SBA (Florida Prime) | $ 523,915 | $ 523,915 | $ - | $ - | $ - | AAAm | S&P | |
| FL Class | - | - | - | - | - | AAA - A- | S&P | |
| Money Market Fund | | | | | | | | |
| Money Market Fund | 399 | 399 | - | | | AAA | S&P | L1 |
| Money Market Fund | 2,702,809 | 2,702,809 | - | - | - | AAAm | S&P | L1 |
| Corporate Bonds | | | | | | | | |
| Corporate Bonds (Aaa - A1) | - | - | - | - | - | A+ | S&P | L2 |
| Municipal Bonds | | | | | | | | |
| Municipal Bonds (AA) | 549,225 | - | 549,225 | - | - | AA | S&P | L2 |
| Municipal Bonds (AAA) | 998,635 | - | 998,635 | - | - | AAA | S&P | L2 |
| US Treasuries | | | | | | | | |
| US Treasuries | 34,708,950 | 1,277,327 | 33,431,623 | - | - | AA+ | S&P | L2 |
| US Agencies | | | | | | | | |
| US Agencies (Aaa) | 12,681,108 | 1,753,746 | 10,927,362 | - | - | AA+ | S&P | L2 |
| Total primary government cash equivalents and investments | $ 52,165,041 | $ 6,258,196 | $ 45,906,845 | $ - | $ - | | | |
| Less: Total Cash Equivalents, at cost | $ 8,209,531 | | | | | | | |
| Total Investments | $ 43,955,510 | | | | | | | |

## NOTE 2 - DEPOSITS & INVESTMENTS *(Continued)*

### B. Fiduciary Investments

At September 30, 2022, the fiduciary funds had the following investments:

| Investment Type | Fair Value | Less than 1 | 1 - 5 | 6 - 10 | More than 10 | Rating | Agency | Level |
|---|---|---|---|---|---|---|---|---|
| US Bonds and T-bills | 1,925,505 | - | 59,495 | 937,534 | 928,476 | AAA, Not Rated | S&P | L2 |
| Corporate Bonds | 3,501,842 | 166,163 | 1,691,376 | 1,592,593 | 51,710 | AA+ - A-, BBB+ - BB, Not Rated | S&P | L2 |
| Stocks | 15,152,720 | 15,041,636 | 33,675 | 5,851 | 71,558 | Not Rated | | L1 |
| Mutual Funds | 32,872,264 | 32,872,264 | - | - | - | Not Rated | | L1 |
| Pooled Comingled Equity Funds | 3,048,565 | 3,048,565 | - | - | - | Not Rated | | L1 |
| Real Estate Investments | 11,759,708 | 11,759,708 | - | - | - | Not Rated | | L3 |
| Total Investments | $ 68,260,604 | $ 62,888,336 | $ 1,784,546 | $ 2,535,978 | $ 1,051,744 | | | |
| Total Cash Equivalents, at cost | 2,388,862 | | | | | | | |
| Contributions Receivable | 6 | | | | | | | |
| Interest Receivable | 53,341 | | | | | | | |
| Total Fiduciary Fund Cash Equivalents and Investments | $ 70,702,813 | | | | | | | |

GASB Codification Section 3100: *Fair Value Measurements,* establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy under GASB 72 are described as follows:

Level 1 (L1): Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the plan has the ability to access.

Level 2 (L2): Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 (L3): Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

**NOTE 2 - DEPOSITS & INVESTMENTS *(Continued)***

**B. Fiduciary Investments *(Continued)***

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at September 30, 2022.

*Equities:* Valued at quoted market prices.

*Mutual Funds:* Valued at quoted market prices for Level 2 investments and net asset value if the quoted market price is unavailable.

*U.S. Real Estate Investment:* Valued at net asset value, which approximates fair value.

*American Core Realty:* Valued using pricing models maximizing the use of observable inputs for similar securities.

*SEI Trust Company:* Valued at last quoted sale price on the primary exchange or market on which they are traded or at the most recent quoted bid price.

*Fixed Income Funds:* Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yield currently available on comparable securities of issuers with similar credit ratings.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the City believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

## NOTE 2 - DEPOSITS & INVESTMENTS *(Continued)*

### B. Fiduciary Investments *(Continued)*

#### Level Three Financial Instruments

The following table summarizes the City's Fiduciary Funds' Level 3 financial instruments, the value technique used to measure the fair value of those financial instruments as of September 30, 2022, and the significant unobservable inputs and the ranges of those values for those inputs.

| Instrument | Fair Value 09/30/2022 | Principal Valuation Technique | Significant Unobservable Inputs | Range of Significant Input Values | Weighted Average |
|---|---|---|---|---|---|
| American Realty Advisors | $ 2,645,836 | Discounted Cash Flow | Going-In Cap Rate | -4.41% to 7.37% | 3.48% |
| | | | Exit Cap Rate | 4.00% to 7.25% | 4.69% |
| | | | Discount Rate | 5.00% to 9.00% | 6.11% |
| Barings | 1,861,661 | Discounted Cash Flow | Discount Rate | 5.00% to 8.24% | 6.58% |
| | | | Terminal Cap Rate | 4.0% to 7.0% | 4.98% |
| | | | DCF Term (years) | 10 to 11 years | 10.18 years |
| TA Realty | 2,245,474 | Discounted Cash Flow (DCF) Analysis | Discount Rate | 5.5% to 8.0% | N/A |
| | | | Exit Cap Rate | 4.5% to 6.5% | N/A |
| | | | DCF Term (years) | 10 years | N/A |
| U.S. Realty | 5,006,737 | Discounted Cash Flow Direct Capitalization | Exit Cap Rate | 3.75% to 7.71% | 5.91% |
| | | | Discount Rate | 5.00% to 9.71% | 7.09% |
| | | | Market rent Growth Rate | 2.4% to 3.60% | 2.97% |
| | | | DCF Term | 10 to 18 years | 10.56 years |
| | $ 11,759,708 | | | | |

#### Fair Value of Investments in Entities that Use Net Asset Value (NAV)

The following table summarizes investments measured at fair value based on NAV per share as of September 30, 2022:

| | Fair Value | Unfunded Commitments | Redemption Frequency (If currently eligible) | Redemption Notice Period |
|---|---|---|---|---|
| American Realty Advisors | $ 2,645,836 | N/A | Quarterly | 10 Days |
| Westwood Trust Large Cap Value Equity | 2,613,816 | N/A | Daily | 3 Days |
| TA Realty | 2,245,474 | N/A | Quarterly | 45 Days |
| Barings | 1,861,661 | N/A | Quarterly | 60 Days |
| U.S. Real Estate | $ 5,006,737 | N/A | Quarterly | None |

## NOTE 3 - RECEIVABLES

Accounts Receivable

Receivables as of September 30, 2022, for the government's individual major funds and nonmajor, enterprise major and non-major, and internal service funds in the aggregate, including applicable allowances for uncollectible accounts, are as follows:

| | General Fund | Nonmajor Governmental Funds | Water and Sewer Fund | Nonmajor Enterprise Fund | Total |
|---|---|---|---|---|---|
| Accounts receivable | $ 1,417,759 | $ 4,529 | $ 9,210,465 | $ 8,240 | $ 10,640,993 |
| Accounts receivable earned, but not billed | 79,275 | - | 5,591,127 | - | 5,670,402 |
| Tax Receivable | 45,795 | - | - | - | 45,795 |
| Gross receivables | 1,542,829 | 4,529 | 14,801,592 | 8,240 | 16,357,190 |
| Less: allowance for uncollectible accounts | (86,401) | - | (170,971) | (4,927) | (262,299) |
| Total net receivables | $ 1,456,428 | $ 4,529 | $ 14,630,621 | $ 3,313 | $ 16,094,891 |

The City provides an allowance for accounts receivable that may become uncollectible. At September 30, 2022, this allowance was $86,401 in the general fund, $170,971 in the water and sewer system fund, and $4,927 in the stormwater fund. No other allowances for doubtful accounts are maintained since all other accounts receivable are considered collectible at September 30, 2022.

Lease Receivables

For the year ended September 30,2022, the financial statements include the adoption of GASB Statement No. 87, Leases. The primary objective of this statement is to enhance the relevance and consistency of information about governments' leasing activities. This statement establishes a single model for lease accounting based on the principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. For additional information, refer to the disclosures below.

On October 13, 2021, the City entered into a 98 month lease as Lessor for the use of AT&T Cell Tower 382218. An initial lease receivable was recorded in the amount of $235,134. As of September 30, 2022, the value of the lease receivable is $208,300. The lessee is required to make monthly fixed payments of $2,292. The lease has an interest rate of 0.3277%. The value of the deferred inflow of resources as of September 30, 2022 was $207,302, and the City recognized lease revenue of $27,832 during the fiscal year. The lessee has one extension option, each for 60 months.

On October 1, 2021, the City entered into a 312 month lease as Lessor for the use of Sprint Cell Tower A2C5163. An initial lease receivable was recorded in the amount of $820,067. As of September 30, 2022, the value of the lease receivable is $790,786. The lessee is required to make annual fixed payments of $29,281. The lease has an interest rate of 0.8037%. The value of the deferred inflow of resources as of September 30, 2022 was $788,570, and the City recognized lease revenue of $31,497 during the fiscal year. The lessee has 5 extension options, each for 60 months.

**NOTE 3 - RECEIVABLES (*Continued)***

On October 1, 2021, the City entered into a 49 month lease as Lessor for the use of USPS Post Office. An initial lease receivable was recorded in the amount of $172,966. As of September 30, 2022, the value of the lease receivable is $130,723. The lessee is required to make monthly fixed payments of $3,545. The lease has an interest rate of 0.2133%. The value of the deferred inflow of resources as of September 30, 2022 was $130,607, and the City recognized lease revenue of $42,359 during the fiscal year.

On October 1, 2021, the City entered into a 159 month lease as Lessor for the use of Lamar Billboard Lease 004-09121-01. An initial lease receivable was recorded in the amount of $38,757. As of September 30, 2022, the value of the lease receivable is $36,169. The lessee is required to make monthly fixed payments of $250. The lease has an interest rate of 1.2003%. The value of the deferred inflow of resources as of September 30, 2022 was $35,832, and the City recognized lease revenue of $2,925 during the fiscal year. The lessee has 3 extension option(s), each for 36 months. The City has 1 extension option, each for 12 months. The City had a termination period of 3 months as of the lease commencement.

On October 1, 2021, the City entered into a 69 month lease as Lessor for the use of T-Mobile Cell Tower A2C0020A. An initial lease receivable was recorded in the amount of $198,375. As of September 30, 2022, the value of the lease receivable is $165,461. The lessee is required to make quarterly fixed payments of $8,150. The lease has an interest rate of 0.2133%. The value of the deferred inflow of resources as of September 30, 2022 was $163,875, and the City recognized lease revenue of $34,500 during the fiscal year. The lessee has 1 extension option, each for 60 months.

On October 1, 2021, the City entered into a 420 month lease as Lessor for the use of AT&T Cell Tower 14386094. An initial lease receivable was recorded in the amount of $889,129. As of September 30, 2022, the value of the lease receivable is $859,129. The lessee is required to make annual fixed payments of $30,000. The lease has an interest rate of 1.8820%. The value of the deferred inflow of resources as of September 30, 2022 was $863,726, and the City recognized lease revenue of $25,404 during the fiscal year. The lessee has 6 extension options, each for 60 months.

On October 1, 2021, the City entered into a 20 month lease as Lessor for the use of T-Mobile Cell Tower A2C0555A. An initial lease receivable was recorded in the amount of $24,951. As of September 30, 2022, the value of the lease receivable is $9,991. The lessee is required to make monthly fixed payments of $1,250. The lease has an interest rate of 0.2477%. The value of the deferred inflow of resources as of September 30, 2022 was $10,202, and the City recognized lease revenue of $14,749 during the fiscal year.

On October 13, 2021, the City entered into a 109 month lease as Lessor for the use of American Tower Cell Tower VZL32930. An initial lease receivable was recorded in the amount of $273,620. As of September 30, 2022, the value of the lease receivable is $248,223. The lessee is required to make annual fixed payments of $25,397. The lease has an interest rate of 0.3277%. The value of the deferred inflow of resources as of September 30, 2022 was $244,518, and the City recognized lease revenue of $29,101 during the fiscal year. The lessee has 2 extension options, each for 60 months.

## NOTE 3 - RECEIVABLES (*Continued)*

Governmental funds lease receivable and deferred inflows of resources activity for the year ended September 30, 2022 is as follows:

| | Beginning Balance | Additions | Reductions | Ending Balance |
|---|---|---|---|---|
| Lease Receivable | | | | |
| Infrastructure | | | | |
| T-Mobile Cell Tower A2C0020A | $ - | $ 198,375 | $ (32,914) | $ 165,461 |
| Sprint Cell Tower A2C5163 | - | 820,067 | (29,281) | 790,786 |
| AT&T Cell Tower 382218 | - | 235,134 | (26,834) | 208,300 |
| T-Mobile Cell Tower A2C0555A | - | 24,951 | (14,960) | 9,991 |
| American Tower Cell Tower VZL32930 | - | 273,620 | (25,397) | 248,223 |
| Lamar Billboard Lease 004-09121-01 | - | 38,757 | (2,588) | 36,169 |
| AT&T Cell Tower 14386094 | - | 889,129 | (30,000) | 859,129 |
| Total Infrastructure Lease Receivable | - | 2,480,033 | (161,974) | 2,318,059 |
| Buildings | | | | |
| USPS Post Office | - | 172,966 | (42,243) | 130,723 |
| Total Building Lease Receivable | - | 172,966 | (42,243) | 130,723 |
| Total Lease Receivable | $ - | $ 2,652,999 | $ (204,217) | $ 2,448,782 |

Principal and Interest Expected to Maturity

Governmental Activities

| Fiscal Year | Principal Payments | Interest Payments | Total Payments |
|---|---|---|---|
| 2023 | $ 179,863 | $ 24,972 | $ 204,835 |
| 2024 | 171,547 | 24,140 | 195,687 |
| 2025 | 175,505 | 23,304 | 198,809 |
| 2026 | 138,619 | 22,486 | 161,105 |
| 2027 | 128,663 | 21,712 | 150,375 |
| 2028 - 2032 | 418,388 | 97,476 | 515,864 |
| 2033 - 2037 | 262,299 | 80,877 | 343,176 |
| 2038 - 2042 | 288,667 | 63,922 | 352,589 |
| 2043 - 2047 | 325,623 | 44,596 | 370,219 |
| 2048 - 2052 | 206,087 | 24,484 | 230,571 |
| 2053 - 2056 | 153,521 | 7,290 | 160,811 |
| Total | $ 2,448,782 | $ 435,259 | $ 2,884,041 |

| | Beginning Balance | Additions | Reductions | Ending Balance |
|---|---|---|---|---|
| Deferred Inflow of Resources | | | | |
| Infrastructure | | | | |
| T-Mobile Cell Tower A2C0020A | $ - | $ 198,375 | $ (34,500) | $ 163,875 |
| Sprint Cell Tower A2C5163 | - | 820,068 | (31,497) | 788,571 |
| AT&T Cell Tower 382218 | - | 235,134 | (27,832) | 207,302 |
| T-Mobile Cell Tower A2C0555A | - | 24,951 | (14,749) | 10,202 |
| American Tower Cell Tower VZL32930 | - | 273,620 | (29,102) | 244,518 |
| Lamar Billboard Lease 004-09121-01 | - | 38,757 | (2,925) | 35,832 |
| AT&T Cell Tower 14386094 | - | 889,129 | (25,404) | 863,725 |
| Total Infrastructure Deferred Inflow of Resources | - | 2,480,034 | (166,009) | 2,314,025 |
| Buildings | | | | |
| USPS Post Office | $ - | $ 172,966 | $ (42,359) | $ 130,607 |
| Total Building Deferred Inflow of Resources | - | 172,966 | (42,359) | 130,607 |
| Total Deferred Inflow of Resources | $ - | $ 2,653,000 | $ (208,368) | $ 2,444,632 |

## NOTE 4 - CAPITAL ASSETS

### A. Governmental Activities

General Governmental activities for the year ended September 30, 2022 was as follows:

| General | Beginning Balance | Additions/ Transfers | Deletions/ Transfers | Ending Balance |
|---|---|---|---|---|
| **Governmental activities:** | | | | |
| Capital assets, not being depreciated/amortized: | | | | |
| Land | $ 7,157,626 | $ 458,620 | $ - | $ 7,616,246 |
| Construction in progress | 341,844 | 450,184 | (416,831) | 375,197 |
| Total capital assets, not being depreciated/amortized | 7,499,470 | 908,804 | (416,831) | 7,991,443 |
| Capital assets, being depreciated/amortized: | | | | |
| Buildings | 29,299,165 | 60,639 | - | 29,359,804 |
| Equipment | 15,453,916 | 1,872,822 | (570,419) | 16,756,319 |
| Intangibles | 2,138,750 | - | - | 2,138,750 |
| Intangibles RTU Leased Equip | - | 213,323 | - | 213,323 |
| Infrastructure | 73,894,601 | 1,456,272 | - | 75,350,873 |
| Total capital assets being depreciated/amortized: | 120,786,432 | 3,603,056 | (570,419) | 123,819,069 |
| Less accumulated depreciation/amortization for: | | | | |
| Buildings | (9,657,684) | (945,656) | - | (10,603,340) |
| Equipment | (11,062,209) | (1,066,310) | 539,985 | (11,588,534) |
| Intangibles | (2,136,250) | - | - | (2,136,250) |
| Intangibles RTU Leased Equip | - | (53,937) | - | (53,937) |
| Infrastructure | (55,949,942) | (799,343) | - | (56,749,285) |
| Total accumulated depreciation/amortization | (78,806,085) | (2,865,246) | 539,985 | (81,131,346) |
| Total capital assets being depreciated/amortized, net | 41,980,347 | 737,810 | (30,434) | 42,687,723 |
| Governmental activities capital assets, net | $ 49,479,817 | $ 1,646,614 | $ (447,265) | $ 50,679,166 |

*Current year additions for intangibles include GASB 87 implementation

## NOTE 4 - CAPITAL ASSETS *(Continued)*

### A. Governmental Activities *(Continued)*

Cocoa CRA activity for the year ended September 30, 2022 was as follows:

| | Beginning Balance | Additions/ Transfers | Deletions/ Transfers | Ending Balance |
|---|---|---|---|---|
| **Cocoa CRA activities:** | | | | |
| Capital assets, not being depreciated/amortized: | | | | |
| Land | $ 4,980 | $ - | $ - | $ 4,980 |
| Construction in progress | 72,347 | 6,014 | - | 78,361 |
| Total capital assets, not being depreciated/amortized | 77,327 | 6,014 | - | 83,341 |
| Capital assets, being depreciated/amortized: | | | | |
| Buildings | 521,897 | - | - | 521,897 |
| Equipment | 116,110 | 21,553 | - | 137,663 |
| Intangibles RTU Leased Bldg | - | 652,108 | - | 652,108 |
| Infrastructure | 4,017,480 | 675,189 | - | 4,692,669 |
| Total capital assets being depreciated/amortized: | 4,655,487 | 1,348,850 | - | 6,004,337 |
| Less accumulated depreciation/amortization for: | | | | |
| Buildings | (253,789) | (16,825) | - | (270,614) |
| Equipment | (50,824) | (10,813) | - | (61,637) |
| Intangibles RTU Leased Bldg | - | (71,792) | - | (71,792) |
| Infrastructure | (1,233,693) | (152,552) | - | (1,386,245) |
| Total accumulated depreciation/amortization | (1,538,306) | (251,982) | - | (1,790,288) |
| Total capital assets being depreciated/amortized, net | 3,117,181 | 1,096,868 | - | 4,214,049 |
| Governmental activities capital assets, net | $ 3,194,508 | $ 1,102,882 | $ - | $ 4,297,390 |

*Current year additions for intangibles include GASB 87 implementation

## NOTE 4 - CAPITAL ASSETS *(Continued)*

### A. Governmental Activities *(Continued)*

Total capital asset activity for the Primary Government for the year ended September 30, 2022 was as follows:

| **Total Primary** | Beginning Balance | Additions/ Transfers | Deletions/ Transfers | Ending Balance |
|---|---|---|---|---|
| **Governmental activities:** | | | | |
| Capital assets, not being depreciated/amortized: | | | | |
| Land | $ 7,162,606 | $ 458,620 | $ - | $ 7,621,226 |
| Construction in progress | 414,191 | 456,198 | (416,831) | 453,558 |
| Total capital assets, not being depreciated/amortized | 7,576,797 | 914,818 | (416,831) | 8,074,784 |
| Capital assets, being depreciated/amortized: | | | | |
| Buildings | 29,821,062 | 60,639 | - | 29,881,701 |
| Equipment | 15,570,026 | 1,894,375 | (570,419) | 16,893,982 |
| Intangibles | 2,138,750 | - | - | 2,138,750 |
| Intangibles RTU Leased Equip | - | 213,323 | - | 213,323 |
| Intangibles RTU Leased Bldg | - | 652,108 | - | 652,108 |
| Infrastructure | 77,912,081 | 2,131,461 | - | 80,043,542 |
| Total capital assets being depreciated/amortized: | 125,441,919 | 4,951,906 | (570,419) | 129,823,406 |
| Less accumulated depreciation/amortization for: | | | | |
| Buildings | (9,911,473) | (962,481) | - | (10,873,954) |
| Equipment | (11,113,033) | (1,077,124) | 539,986 | (11,650,171) |
| Intangibles | (2,136,250) | (2,500) | - | (2,138,750) |
| Intangibles RTU Leased Equip | - | (51,437) | - | (51,437) |
| Intangibles RTU Leased Bldg | - | (71,792) | - | (71,792) |
| Infrastructure | (57,183,635) | (951,895) | - | (58,135,530) |
| Total accumulated depreciation/amortization | (80,344,391) | (3,117,229) | 539,986 | (82,921,634) |
| Total capital assets being depreciated/amortized, net | 45,097,528 | 1,834,677 | (30,433) | 46,901,772 |
| Governmental activities capital assets, net | $ 52,674,325 | $ 2,749,495 | $ (447,264) | $ 54,976,556 |

*Current year additions for intangibles include GASB 87 implementation

Depreciation/amortization expense was charged to functions/programs of the City's governmental funds as follows:

| | |
|---|---|
| Governmental activities: | |
| General government | $ 1,928,612 |
| Public safety | 520,136 |
| Recreation | 127,222 |
| Economic development | 303,732 |
| Physical environment | 2,976 |
| Transportation | 234,551 |
| Total depreciation/amortization expense - governmental activities | $ 3,117,229 |

## NOTE 4 - CAPITAL ASSETS *(Continued)*

### B. Business-type Activities

| | Beginning Balance | Additions/ Transfers | Deletions/ Transfers | Ending Balance |
|---|---|---|---|---|
| **Business-type activities:** | | | | |
| Capital assets, not being depreciated/amortized: | | | | |
| Land | $ 2,919,197 | $ - | $ - | $ 2,919,197 |
| Construction in progress | 53,170,211 | 8,302,340 | (25,703,545) | 35,769,006 |
| Total capital assets, not being depreciated/amortized: | 56,089,408 | 8,302,340 | (25,703,545) | 38,688,203 |
| Capital assets, being depreciated/amortized: | | | | |
| Buildings | 10,918,043 | 6,350,860 | - | 17,268,903 |
| Improvements other than buildings | 380,347,937 | 20,333,143 | - | 400,681,080 |
| Equipment | 25,579,746 | 2,509,052 | (1,433,448) | 26,655,350 |
| Intangibles | 3,530,027 | - | - | 3,530,027 |
| Intangibles RTU Leased Equip | - | 3,764,976 | - | 3,764,976 |
| Total capital assets, being depreciated/amortized: | 420,375,753 | 32,958,031 | (1,433,448) | 451,900,336 |
| Less accumulated depreciation/amortization for: | | | | |
| Buildings | (5,695,502) | (375,624) | - | (6,071,126) |
| Improvements other than buildings | (213,223,596) | (9,937,207) | - | (223,160,803) |
| Equipment | (20,723,924) | (1,136,688) | 1,315,365 | (20,545,247) |
| Intangibles | (3,049,316) | (140,943) | - | (3,190,259) |
| Intangibles RTU Leased Equip | - | (62,750) | - | (62,750) |
| Total accumulated depreciation/amortization | (242,692,338) | (11,653,212) | 1,315,365 | (253,030,185) |
| Total capital assets, being depreciated/amortized, net | 177,683,415 | 21,304,819 | (118,083) | 198,870,151 |
| Business-type activities capital assets, net | $ 233,772,823 | $ 29,607,159 | $ (25,821,628) | $ 237,558,354 |

*Current year additions for intangibles include GASB 87 implementation

Depreciation/amortization expense was charged to functions/programs of the City's business-type activities as follows:

| | |
|---|---|
| Business-type activities: | |
| Water and Sewer System | $ 11,374,042 |
| Stormwater Utility | 279,170 |
| Total depreciation/amortization expense - business-type activities | $ 11,653,212 |

**NOTE 4 - CAPITAL ASSETS *(Continued)***

### C. Discretely Presented Component Units

Activity for the Diamond Square Redevelopment Agency for the year ended September 30, 2022 was as follows:

| | Beginning Balance | Additions/ Transfers | Deletions/ Transfers | Ending Balance |
|---|---|---|---|---|
| Capital assets, not being depreciated/amortized: | | | | |
| Land | $ 181,192 | $ - | $ - | $ 181,192 |
| Construction in progress | - | - | - | - |
| Total capital assets, not being depreciated/amortized | 181,192 | - | - | 181,192 |
| Capital assets, being depreciated/amortized: | | | | |
| Improvements other than buildings | 477,850 | - | - | 477,850 |
| Less accumulated depreciation/amortization for: | | | | |
| Improvements other than buildings | (117,950) | (15,879) | - | (133,829) |
| Total capital assets, being depreciated/amortized, net | 359,900 | (15,879) | - | 344,021 |
| Diamond Square Agency capital assets, net | $ 541,092 | $ (15,879) | $ - | $ 525,213 |

### D. Construction Commitments

The City has active construction commitments as of September 30, 2022. At fiscal year-end, the City's commitments with such contracts totaling more than $100,000 are summarized by project as follows:

| Project | Spent-to-Date | Remaining Commitment |
|---|---|---|
| Industrial Park Pump Station | $ 4,795 | $ 420,315 |
| BNR Efficiency Improvements | 523,462 | 1,622,472 |
| Redundant Finish Flow Pipe | 4,580,868 | 1,149,723 |
| Marlin Manor Pipeline | 2,000,677 | 598,003 |
| SR528 Force Main Relocation | 79,597 | 153,503 |
| SCADA Migration | 93,808 | 154,829 |
| Lift Station 1 Mitigation | 38,903 | 614,404 |
| Broadmoor / Fiske Improvements | - | 262,847 |
| Civic Center Air Conditioning | - | 100,890 |
| Total | $ 7,322,110 | $ 5,076,986 |

The above remaining commitment balances include accounts and retainages payable recorded in the City's financial statements as of September 30, 2022.

**NOTE 4 - CAPITAL ASSETS *(Continued)***

### E. Net Investment in Capital Assets

The net investment in capital assets component of net position consisted of the following components as of September 30, 2022:

| | Governmental Activities | Business-type Activities | Diamond Square Redevelopment Agency |
|---|---|---|---|
| Capital Assets, Net of Depreciation/Amortization | $ 54,976,556 | $ 237,558,354 | $ 525,213 |
| Calculation of Outstanding Capital Debt | | | |
| Less: Revenue Bonds Payable | 14,010,000 | 84,916,000 | - |
| Unamortized Premiums/Discounts | 348,697 | 5,897,176 | - |
| Leases Payable | 756,755 | 3,702,225 | |
| Notes Payable | 974,000 | - | - |
| Retainage Payable | | 323,507 | |
| Capital Assets in Accts Payable | 207,359 | 919,935 | - |
| Total Outstanding Capital Debt | 16,296,811 | 95,758,843 | - |
| Add: | | | |
| Unspent Debt Proceeds | - | 2,168,012 | |
| Deferred Outflow Related to Refundings | - | 3,666,941 | - |
| Total Adjustments | - | 5,834,953 | - |
| Net Investment in Capital Assets | $ 38,679,745 | $ 147,634,464 | $ 525,213 |

## NOTE 5 - INTERFUND ACTIVITY

### Interfund Transfers

Interfund transfers at September 30, 2022 are as follows:

| | Transfers In | Transfers Out | Purpose |
|---|---|---|---|
| Major Funds: | | | |
| General Fund | $ 12,695,338 | $ 1,935,776 | Transfer for Return on Investment (ROI) & Payment in Lieu of Franchise Fee (PILOFF), debt service, and CRA interfund loan payoff |
| Water Sewer Fund | 1,291,710 | 9,270,157 | Transfers for ROI & PILOFF |
| Stormwater Fund | 44,721 | 28,469 | Transfer investment reallocation |
| Community Redevelopment Agency | 3,221 | 1,402,380 | Transfer for interfund loan payoff |
| Nonmajor Governmental Funds: | | | |
| Special Revenue Funds | 127,378 | 115,252 | Correction of interfund transfer |
| Debt Service Fund | 1,897,001 | 18,991 | Transfer to fund current year debt service payments |
| Capital Projects Funds | - | 778,819 | Transfer excess fund balance |
| Brevard County HOME | 1,494 | | Closing transfer from Health Insurance Fund |
| Internal Service Funds: | | | |
| Health Insurance | | 2,235,202 | To close 530 Health Insurance fund |
| Workers' Compensation | 39,539 | 315,356 | Correction of interfund transfer |
| Total Interfund Transfers | $ 16,100,402 | $ 16,100,402 | |

## NOTE 6 - SHORT-TERM LIABILITIES

The City bills and collects charges for sewer and other services on behalf of Brevard County; the Cities of Cape Canaveral, Cocoa Beach, Rockledge, and Titusville; and Sun Lake and Merritt Island Utility Company. Cash collections are remitted to these entities monthly. At September 30, 2022, the balance recorded as contracts payable due to these entities was $10,273,089, which includes amounts billed but not yet collected of $6,528,238, and revenue earned but not yet billed of $2,799,024. Amounts collected and not yet remitted to these entities at year-end totaled $3,674,060 in the Water and Sewer System fund. The City has collected for, and not yet remitted to, the County permit fees totaling $17,087, in addition to $18,931 due to other governments for various fees and services.

## NOTE 7 - LONG-TERM LIABILITIES

### A. Changes in Long-term Liabilities

Long-term liability activity for the year ended September 30, 2022 is as follows:

| | Beginning Balance | Additions/ Transfers | Deletions/ Transfers | Ending Balance | Due Within One Year |
|---|---|---|---|---|---|
| **Governmental Activities** | | | | | |
| Bond payable: | | | | | |
| Revenue bonds payable | $ 14,520,000 | $ - | $ (510,000) | $ 14,010,000 | $ 535,000 |
| Less unamortized amounts: | | | | | |
| For issuance discounts | (36,441) | - | 1,401 | (35,040) | - |
| For issuance premium | 409,319 | - | (25,582) | 383,737 | - |
| Total bonds payable | 14,892,878 | - | (534,181) | 14,358,697 | 535,000 |
| Notes from direct placements | 1,233,000 | - | (788,000) | 445,000 | 220,000 |
| Notes from direct borrowing | 639,000 | - | (110,000) | 529,000 | 45,000 |
| Leases Payable | - | 865,430 | (108,675) | 756,755 | 108,850 |
| Accrued claims payable | 4,163,741 | 1,006,827 | (3,094,568) | 2,076,000 | 992,000 |
| Total OPEB liability | 19,448,583 | 847,722 | - | 20,296,305 | - |
| Net pension liability | 7,355,223 | 21,353,163 | - | 28,708,386 | - |
| Compensated absences | 1,359,897 | 1,142,515 | (1,041,928) | 1,460,484 | 596,706 |
| Governmental activities long-term liabilities | $ 49,092,322 | $ 25,215,657 | $ (5,677,352) | $ 68,630,627 | $ 2,497,556 |

## NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

### A. Changes in Long-term Liabilities *(Continued)*

| | Beginning Balance | Additions/ Transfers | Deletions/ Transfers | Ending Balance | Due Within One Year |
|---|---|---|---|---|---|
| **Business-type Activities** | | | | | |
| Bond payable: | | | | | |
| Revenue bonds payable | $ 59,865,000 | $ - | $ (2,410,000) | $ 57,455,000 | $ 2,530,000 |
| Less unamortized amounts: | | | | | |
| For issuance discounts | - | - | - | - | - |
| For issuance premium | 6,206,855 | - | (309,679) | 5,897,176 | - |
| Total bonds payable | 66,071,855 | - | (2,719,679) | 63,352,176 | 2,530,000 |
| Direct placement: | | | | | |
| Revenue bonds payable - private placement | 30,920,000 | - | (3,459,000) | 27,461,000 | 3,358,000 |
| Total all bonds payable | 96,991,855 | - | (6,178,679) | 90,813,176 | 5,888,000 |
| Leases Payable | - | 3,764,976 | (63,185) | 3,701,791 | 329,729 |
| OPEB liability | 12,658,698 | 601,577 | - | 13,260,275 | - |
| Net pension liability | 5,289,168 | 5,580,663 | - | 10,869,831 | - |
| Compensated absences | 692,813 | 880,428 | (819,336) | 753,905 | 326,513 |
| Business-type activities long-term liabilities | $ 115,632,534 | $ 10,827,644 | $ (7,061,200) | $ 119,398,978 | $ 6,544,242 |

For the governmental activities, capital leases and compensated absences are generally liquidated by current resources of the General Fund. Other governmental liabilities such as OPEB and pension are liquidated by the fund in which the liability was incurred.

Principal and interest paid in the current fiscal year for the Fire Protection Revenue Bonds, Series 2016, was $460,013 and pledged gross revenue was $3,119,213. As of September 30, 2022, principal and interest to maturity in 2046 to be paid from pledged future revenues totalled $7,050,000. Principal and interest paid in the current fiscal year for the Capital Improvement Revenue Bond, Series 2016, was $611,413 and pledged gross revenue was $5,055,810. As of September 30, 2022, principal and interest to maturity in 2037 to be paid from pledged future revenues totalled $6,960,000.

Principal and interest paid in the current fiscal year for the Water and Sewer System Revenue Bonds, Capital Improvement Revenue Notes was $8,898,361, and pledged net revenue and impact fees was $40,291,816. As of September 30, 2022, principal and interest to maturity in 2048 to be paid from pledged future revenues totaled $128,542,293.

#### 1. Revenue Bonds

Revenue bonds in the City's Water and Sewer System Fund are secured by, and payable from, the gross revenues of the City's water and sewer system. The bond resolutions provide that certain revenues in excess of debt service requirements may be used for general operating purposes.

## NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

### 1. Revenue Bonds *(Continued)*

The resolutions applicable to the revenue bonds require the establishment of various bond principal and interest sinking funds and reserve accounts with various requirements for deposit. These requirements have been met for the fiscal year ended September 30, 2022. Revenue bonds outstanding at year-end are as follows:

#### a) Governmental Activities

| **Governmental Activities** | |
|---|---|
| Capital Improvement Refunding Revenue Bond, Series 2016, original issuance amount of $8,865,000 to the Capital Projects Fund, due $295,000 to $590,000 annually through 2037; interest at 2.000% to 4.000% (plus bond premium $383,737) | $ 7,343,737 |
| Fire Protection Assessment Revenue Bond, Series 2016, original issuance amount of $8,000,000 to the Capital Projects Fund, due $160,000 to $445,000 annually through 2046; interest at 2.000% to 4.125% (less bond discount of $35,040) | 7,014,960 |
| Total governmental activities | $ 14,358,697 |

(i) On November 1, 2016, the City issued $8,865,000 Capital Improvement Refunding Revenue Bonds, Series 2016, a refunding bond. These bonds were sold to: (i) fully refund $9,550,000 of outstanding Capital Improvement Revenue Bonds, Series 2007, maturing on and after October 1, 2018, and defeasing the lien on all of the Series 2007 Bonds, and (ii) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds. The City completed the refunding to obtain an economic gain (difference between the present values of the old and new debt service payments) of $925,052. The City's decision to advance refund the Capital Improvement Revenue Bonds, Series 2007, resulted in a reduction of total debt service payments over the next twenty years of $2,230,407. The Series 2016 bonds bear interest at 2.00% to 4.00% per annum, payable semi-annually on April 1 and October 1. Principal is due annually beginning October 1, 2017, in amounts that range from $335,000 to $590,000, until final maturity on October 1, 2037.

This refunding constituted an economic defeasance, but did not legally release the City from its obligation to repay the Capital Improvement Revenue Bonds, Series 2007. Under the terms of the refunding bond, sufficient assets to pay all principal and interest on the fully refunded bond issue were placed into an irrevocable trust account at a commercial bank. The assets, liabilities and financial transactions of this trust account are not reflected in the financial statements of the City.

**NOTE 7 - LONG-TERM LIABILITIES *(Continued)***

**a) Governmental Activities *(Continued)***

Default under the Capital Improvement Refunding Revenue Bonds, Series 2016 includes non-payment of amounts due (principal and interest), failure to perform bond covenants without remedy within a 30-day period and bankruptcy or receivership for longer than 90 days. Upon an event of default, registered owners of not less than 25% of aggregate principal outstanding can appoint a trustee to represent them in legal proceedings related to the rights of the bondholders. In no case, however, shall any holder, trustee or receiver have the right to declare the bonds immediately due and payable.

(ii) On December 20, 2016, the City issued $8,000,000 in Fire Protection Assessment Revenue Bonds, Series 2016, with interest rates ranging from 2.000% to 4.125%. The total amount of the debt, principal of $8,000,000 and interest of $5,763,711, is to be paid through fiscal year 2047, with annual debt service payments ranging from $175,000 to $445,000 beginning in fiscal year 2017. The Series 2016 Bonds were issued by the City for the purpose of, together with other available funds of the City, (i) financing a portion of the costs of acquisition and construction of three fire station facilities and other equipment for the City's fire protection services, (ii) making a deposit to the Series 2016 Reserve Fund Subaccount, and (iii) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds. Debt service will be paid from certain non-ad valorem special assessments (fire protection assessments), with the rates established each year by resolution.

Default under the Fire Protection Assessment Revenue Bonds, Series 2016 includes non-payment of amounts due (principal and interest), failure to perform bond covenants without remedy within a 30-day period, and bankruptcy or receivership for longer than 90 days. Upon an event of default, registered owners of not less than 25% of aggregate principal outstanding can appoint a trustee to represent them in legal proceedings related to the rights of the bondholders. In no case, however, shall any holder, trustee or receiver have the right to declare the bonds immediately due and payable.

## NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

### b) Business-Type Activities

| **Business-Type Activities** | |
|---|---|
| Water and Sewer System Refunding Revenue Bonds, Series 2003, original issuance amount of $23,985,000, due $1,700,000 to $1,790,000 annually through 2023; interest at 2.000% to 5.500% (plus bond premium of $49,114) | $ 1,839,114 |
| Water and Sewer System Revenue Bond, Series 2018B, original issuance amount of $37,540,000, due $710,000 to $2,270,000 annually in 2022 through 2048; interest at 3-5% (plus bond premium of $3,763,023) | 38,593,023 |
| Water and Sewer System Refunding Revenue Bond, Series 2018C, original issuance amount of $20,835,000, due $980,000 to $2,050,000 annually in 2027 through 2040; interest at 4-5% (plus bond premium of $2,085,039) | 22,920,039 |
| Total Bonds Payable | 63,352,176 |
| **Direct Placement Bonds** | |
| Water and Sewer System Refunding Revenue Bond, Series 2018A-2, original issuance amount of $21,805,000, due $3,645,000 to $1,175,000 annually in 2018 through 2031; interest at 3.63% (issued at par value) | 17,910,000 |
| Water and Sewer System Series 2020 Refunding Bond, original issuance amount of $13,606,000, due $1,142,000 to $428,000 annually in 2022 through 2031; interest at 1.21% (issued at par value) | 9,551,000 |
| Total Direct Placement Bonds | 27,461,000 |
| Total Business-Type Activities | $ 90,813,176 |

Annual debt service requirements to maturity for revenue bonds outstanding are as follows:

| Year Ending | Governmental Activities | | Business-Type Activities | | | |
|---|---|---|---|---|---|---|
| | | | Bonds Payable | | Direct Placement Bonds | |
| September 30, | Principal | Interest | Principal | Interest | Principal | Interest |
| 2023 | $ 535,000 | $ 541,025 | $ 2,530,000 | $ 2,711,100 | $ 3,358,000 | $ 759,815 |
| 2024 | 555,000 | 519,625 | 765,000 | 2,583,050 | 5,177,000 | 685,234 |
| 2025 | 575,000 | 497,425 | 800,000 | 2,552,450 | 4,763,000 | 542,546 |
| 2026 | 600,000 | 474,425 | 830,000 | 2,520,450 | 4,513,000 | 403,258 |
| 2027 | 620,000 | 450,425 | 1,845,000 | 2,487,250 | 2,080,000 | 260,423 |
| 2028-2032 | 3,495,000 | 1,880,493 | 10,845,000 | 11,325,088 | 7,570,000 | 502,229 |
| 2033-2037 | 4,200,000 | 1,161,356 | 14,115,000 | 8,885,900 | - | - |
| 2038-2042 | 1,755,000 | 564,044 | 13,620,000 | 5,203,250 | - | - |
| 2043-2047 | 1,675,000 | 176,138 | 9,835,000 | 2,090,750 | - | - |
| 2048-2052 | - | - | 2,270,000 | 113,500 | - | - |
| Total | $ 14,010,000 | $ 6,264,956 | $ 57,455,000 | $ 40,472,788 | $ 27,461,000 | $ 3,153,505 |

(i) The Water and Sewer System Refunding Revenue Bonds, Series 2003, are not subject to redemption prior to maturity at the option of the City. However, bonds maturing on October 1, 2019 are subject to mandatory redemption prior to maturity, at the option of the paying agent, at 100% of the principal amount of the bond to be redeemed, on October 1, 2018. In addition, bonds maturing on October 1, 2023 are subject to mandatory redemption prior to maturity, at the option of the paying agent, at 100% of the principal amount of the bonds to be redeemed, on October 1, 2018 and on each October 1 thereafter, through and including October 1, 2023.

**NOTE 7 - LONG-TERM LIABILITIES *(Continued)***

**b) Business-Type Activities *(Continued)***

Default under the 2003 Bonds includes non-payment of principal and interest when due, failure to perform bond covenants without remedy within 30 days, and insolvency or bankruptcy. Upon an event of default, registered owners of not less than 51% of the aggregate principal outstanding and accreted value as of the most recent interest payment date, may declare the bonds due and payable immediately. For the Series 2003 bonds, this requires the consent of AMBAC, insurer of the bonds.

(ii) On August 22, 2018, the City issued $21,805,000 Water and Sewer System Revenue Refunding Bonds, Series 2018A-1, a refunding bond. These bonds were sold to: (1) fully refund $8,795,000 of outstanding Water and Sewer Revenue Bonds, Series 2009A maturing October 1, 2039 and defease the lien on all of the Series 2009B bonds and $12,325,000 of Water and Sewer System Refunding Revenue Bonds, Series 2009B maturing October 1, 2031 and defease the lien on all of the Series 2009B bonds and (2) pay certain costs and expenses relating to the issuance of the Series 2018A-1 Bonds. The City completed the refunding to obtain an economic gain (the difference between the present values of the old and new debt service payments) of $1,369,098. The City's decision to advance refund the Water and Sewer Revenue Bonds, Series 2009A and the Water and Sewer System Refunding Revenue Bonds, Series 2009B resulted in a reduction of total debt service payments over the next 13 years of $2,965,093. The Series 2018A-1 Bonds were exchanged for a 2018A-2 Tax Exempt Bond on July 15, 2019. The principal amount of the 2018 Tax-Exempt Bond Series A-2 is payable beginning October 1, 2020. Final maturity of the Series A-2 tax-exempt bond is October 1, 2031.

Default under the 2018A-2 Bonds includes non-payment of principal and interest when due, failure to perform bond covenants without remedy within 30 days, and insolvency or bankruptcy. Upon an event of default, registered owners of not less than 51% of the aggregate principal outstanding and accreted value as of the most recent interest payment date, may declare the bonds due and payable immediately.

(iii) On October 3, 2018, the City issued $37,540,000 Water and Sewer System Revenue Bonds, Series 2018B and Water and Sewer System Refunding Revenue Bonds, Series 2018C. The 2018B Bonds are being issued to fund the 2018B Project consisting of the acquisition, construction and equipping of certain capital improvements to the Water and Sewer System. The bonds bear interest at a rate of 3-5% with semi-annual payments due each April 1 and October 1 through October 1, 2048. The 2018C Bonds were issued to advance refund the Water and Sewer System Revenue Bonds, Series 2010 (Federally Taxable – Build America Bonds – Direct Subsidy). Immediately upon issuance, a portion of the proceeds of the 2018C bonds, together with other available funds of the City, were deposited into an escrow account for the purpose of paying principal and interest on the Series 2010 bonds as they come due. Interest on these bonds are 4-5% with payment of interest only due until October 1, 2027 at which time principal installments are due each April 1 and October 1 through October 1, 2040.

**NOTE 7 - LONG-TERM LIABILITIES *(Continued)***

**b) Business-Type Activities *(Continued)***

The City completed the refunding to obtain an economic gain (difference between the present values of the old and new debt service payments) of $2,023,448. The City's decision to advance refund the Water and Sewer System Revenue Bonds, Series 2010, resulted in a reduction of total debt service payments over the next 22 years of $8,788,883.

Default under the 2018B and 2018C Bonds includes non-payment of principal and interest when due, failure to perform bond covenants without remedy within 30 days, and insolvency or bankruptcy. Upon an event of default, registered owners of not less than 51% of the aggregate principal outstanding and accreted value as of the most recent interest payment date, may declare the bonds due and payable immediately.

iv) On November 12, 2020, The City issued the Water and Sewer System Revenue Bond Series 2020 for $13,606,000 to finance the acquisition of certain improvements to the City's water and sewer system financed with proceeds of the State Revolving Fund (SRF) loans. This is a private-placement bond with Truist Bank being the sole bondholder. Issuance of this bond paid off all outstanding SRF loans The Series 2020 Bond was issued at a rate of 1.21% with a maturity date that matched the farthest maturity date of the outstanding SRF loans of March 15, 2031. The issuance of the Series 2020 bond resulted in an economic gain of $761,931. The bond is secured on a parity lien basis with the Parity Bonds. It is secured with pledge revenues of the net revenue of the water and sewer utility system

**2. Notes Payable**

**a) Governmental Activities**

(i) On December 7, 2010, the City entered into a Capital Improvement Refunding Note, Series 2010, in the principal amount of $3,200,000 to refund the remaining amount of the Capital Improvement Revenue Bonds, Series 1998, outstanding and to finance certain costs of capital expenditures for the City's public purposes. The note bears interest at a fixed rate of 2.50%.

Upon an Event of Default, registered owners of not less than 25% of the aggregate principal outstanding can appoint a trustee to represent them in legal proceedings related to the rights of the bondholders. In no case, however, shall any holder, trustee or receiver have the right to declare the bonds immediately due and payable

(ii) On November 14, 2012, the City entered into a Transportation Improvement Revenue Note, Series 2012, in the principal amount of $1,250,000 for the purpose of financing the City's payment obligations under a funding agreement with the Florida Department of Transportation. The note bears interest at a fixed rate of 1.90%.

Upon an Event of Default, the owner of the note can declare the entire debt immediately due and payable. Issuer may then be obligated for collection and enforcement costs, including attorney's fees.

**NOTE 7 - LONG-TERM LIABILITIES *(Continued)***

**a) Governmental Activities *(Continued)***

(iii) On November 26, 2014, the City entered into a Capital Improvement Revenue Note, Series 2014, in the principal amount of $2,010,000 in order to finance the City's purchase of three fire vehicles, consisting of one ladder truck and two rescue pumper trucks. The note bears interest at a fixed rate of 2.20%.

**Direct Borrowing**

On April 22, 2020, The City entered into a loan agreement with the U.S. Department of Housing and Urban Development (HUD) through the Section 108 Loan Guarantee Program for the construction of the Dr. Joe Lee Smith Community Center in the amount of $894,000. This loan is a variable interest rate loan that was originally calculated as 20 basis points above the three month LIBOR rate two days prior to the payment due date. On May 1, 2021, HUD transitioned to a new variable interest rate based on 35 basis points above the 3-month T-Bill rate. The loan holds a conversion date clause in which the loan may be converted to a fixed rate loan. As the interest rate is variable and future interest rates are unknown, the amortization schedule as of September 30, 2022 is an estimated amount based on the 3-month T-Bill rate.

The loan guarantee provision of the Community Development Block Grant (CDBG) program provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale development projects. Local governments borrowing funds guaranteed by Section 108 loans must pledge their current and future CDBG allocations as security for the loan.

The outstanding principal amount of the loan at September 30, 2022 is as follows:

| | Issue Date | Due Serially to | Interest Rate | Issue | Balance at September 30, 2022 |
|---|---|---|---|---|---|
| Section 108 Loan | 4/22/20 | 8/1/39 | 0.451 | $ 894,000 | $ 529,000 |

Future requirements to pay principal and interest on the Section 108 Loan at September 30, 2022, are as follows:

| Governmental Activities - Direct Borrowing | | | |
|---|---|---|---|
| | Principal | Interest | Total |
| Fiscal Year | | | |
| 2023 | 45,000 | 3,525 | 48,525 |
| 2024 | 45,000 | 3,337 | 48,337 |
| 2025 | 45,000 | 3,130 | 48,130 |
| 2026 | 45,000 | 2,933 | 47,933 |
| 2027 | 45,000 | 2,736 | 47,736 |
| 2028-2032 | 225,000 | 10,731 | 235,731 |
| 2033-2037 | 79,000 | 3,930 | 82,930 |
| Total | $ 529,000 | $ 30,322 | $ 559,322 |

## NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

### a) Governmental Activities *(Continued)*

Notes payable outstanding at year-end are as follows:

| **Governmental Activities** | |
|---|---|
| Capital Improvement Revenue Note, Series 2014, original issuance amount of $2,010,000, payments range from $195,000 to $225,000 annually through 2024; interest at 2.20% | 445,000 |
| Total governmental activities | $ 445,000 |

Upon an event of default, the interest rate increases to the default rate after 5 days past any due date for principal and interest.

Annual debt service requirements to maturity for the notes are as follows:

| Year Ending September 30, | Governmental Activities Principal | Interest |
|---|---|---|
| 2023 | $ 220,000 | $ 9,790 |
| 2024 | 225,000 | 4,950 |
| 2025 | - | - |
| 2026 | - | - |
| 2027-2031 | - | - |
| Totals | $ 445,000 | $ 14,740 |

The note agreements provide for certain debt covenant requirements including debt service and reserve requirements. The City is currently in compliance with each of these covenants.

## 3. Leases Payable

### a) Governmental Activities

For the year ended September 30, 2022, the financial statements include the adoption of GASB Statement No. 87, Leases. The primary objective of this statement is to enhance the relevance and consistency of information about governments' leasing activities. This statement establishes a single model for lease accounting based on the principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. For additional information, refer to the disclosures below.

**NOTE 7 - LONG-TERM LIABILITIES *(Continued)***

**a) Governmental Activities *(Continued)***

On October 1, 2021, the City entered into a 109 month lease as Lessee for the use of CVP/CRA Post Office Lease. An initial lease liability was recorded in the amount of $652,108. As of September 30, 2022, the value of the lease liability is $594,309. The City is required to make monthly fixed payments of $5,943. The lease has an interest rate of 0.4753%. The value of the right to use asset as of September 30, 2022 of $652,108 with accumulated amortization of $71,792 is included with Buildings on the Lease Class activities table found below. The City has 1 extension option for 60 months.

On October 1, 2021, the City entered into a 49 month lease as Lessee for the use of Sissine Copier - Dyal. An initial lease liability was recorded in the amount of $8,665. As of September 30, 2022, the value of the lease liability is $6,599. The City is required to make monthly fixed payments of $175. The lease has an interest rate of 0.4753%. The value of the right to use asset as of September 30, 2022 of $8,665 with accumulated amortization of $2,089 is included with Equipment on the Lease Class activities table found below.

On October 1, 2021, the City entered into a 49 month lease as Lessee for the use of Sissine Copiers. An initial lease liability was recorded in the amount of $204,658. As of September 30, 2022, the value of the lease liability is $155,847. The City is required to make monthly fixed payments of $4,133. The lease has an interest rate of 0.4753%. The value of the right to use asset as of September 30, 2022 of $204,658 with accumulated amortization of $49,348 is included with Equipment on the Lease Class activities table found below.

## NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

### a) Governmental Activities *(Continued)*

Amount of Lease Assets by Major Classes of Underlying Asset

| **GOVERNMENTAL ACTIVITIES:** | As of September 30, 2022 | |
|---|---|---|
| Asset Class | Lease Asset Value | Accumulated Amortization |
| Buildings | $ 652,108 | $ 71,792 |
| Equipment | 213,233 | 51,437 |
| Total Leases | $ 865,341 | $ 123,229 |

Principal and Interest Requirements to Maturity

| | Governmental Activities | | |
|---|---|---|---|
| Fiscal Year | Principal Payments | Interest Payments | Total Payments |
| 2023 | $ 108,850 | $ 3,360 | $ 112,210 |
| 2024 | 111,334 | 2,838 | 114,171 |
| 2025 | 114,067 | 2,303 | 116,370 |
| 2026 | 83,642 | 1,812 | 85,454 |
| 2027 | 78,630 | 1,440 | 80,070 |
| 2028 - 2032 | 260,232 | 1,990 | 262,222 |
| Total | $ 756,755 | $ 13,742 | $ 770,497 |

**GOVERNMENTAL ACTIVITIES:**

| | Beginning Balance | Additions | Reductions | Ending Balance |
|---|---|---|---|---|
| Lease Liability | | | | |
| Equipment | | | | |
| Sissine Copier - Dyal | $ - | $ 8,665 | $ (2,066) | $ 6,599 |
| Sissine Copiers | - | 204,658 | (48,810) | 155,848 |
| Total Equipment Lease Liability | - | 213,323 | (50,876) | 162,447 |
| Buildings | | | | |
| CVP/CRA Post Office Lease | - | 652,108 | (57,799) | 594,308 |
| Total Building Lease Liability | - | 652,108 | (57,799) | 594,308 |
| Total Lease Liability | $ - | $ 865,431 | $ (108,675) | $ 756,755 |

## NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

### b) Business-Type Activities

On August 1, 2022, the City entered into a 120 month lease as Lessee for the use of Duke Generator. An initial lease liability was recorded in the amount of $3,764,975. As of September 30, 2022, the value of the lease liability is $3,701,791. The City is required to make monthly fixed payments of $36,140. The lease has an interest rate of 2.9270%. The value of the right to use asset as of September 30, 2022 of $3,764,975 with accumulated amortization of $62,750 is included with Equipment on the Lease Class activities table found below.

Amount of Lease Assets by Major Classes of Underlying Asset

| **BUSINESS-TYPE ACTIVITIES:** | As of September 30, 2022 | |
|---|---|---|
| Asset Class | Lease Asset Value | Accumulated Amortization |
| Equipment | $ 3,764,975 | $ 62,750 |
| Total Leases | $ 3,764,975 | $ 62,750 |

Principal and Interest Requirements to Maturity

| | Business-Type Activities | | |
|---|---|---|---|
| Fiscal Year | Principal Payments | Interest Payments | Total Payments |
| 2023 | $ 329,729 | $ 103,951 | $ 433,680 |
| 2024 | 339,510 | 94,170 | 433,680 |
| 2025 | 349,582 | 84,098 | 433,680 |
| 2026 | 359,953 | 73,727 | 433,680 |
| 2027 | 370,631 | 63,049 | 433,680 |
| 2028 - 2032 | 1,952,385 | 143,735 | 2,096,120 |
| Total | $ 3,701,791 | $ 562,729 | $ 4,264,520 |

**BUSINESS-TYPE ACTIVITIES:**

| | Beginning Balance | Additions | Reductions | Ending Balance |
|---|---|---|---|---|
| Lease Liability | | | | |
| Equipment | | | | |
| Duke Generator | $ - | $ 3,764,975 | $ (63,184) | $ 3,701,791 |
| Total Equipment Lease Liability | - | 3,764,975 | (63,184) | 3,701,791 |
| Total Lease Liability | $ - | $ 3,764,975 | $ (63,184) | $ 3,701,791 |

## NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

### 4. Pledged Revenue

The following is a summary schedule of the City's long-term obligations, including their impact on those present and future pledged revenue sources:

| | Debt Service Paid | Principal Outstanding | Interest Outstanding | Years Remaining |
|---|---|---|---|---|
| **Business-Type Activities:** | | | | |
| **Revenue Bonds:** | | | | |
| Water and Sewer System Refunding Revenue Bonds, Series 2003 original issuance amount of $23,985,000, due $1,700,000 to $1,790,000 annually through 2023; interest at 2.0% to 5.5% (plus bond premium of $49,114) | $ 1,700,000 | $ 1,839,114 | $ 98,450 | 1 |
| Water and Sewer System Revenue Bond, Series 2018B original issuance amount of $37,540,000, due $710,000 to $2,270,000 annually in 2019 through 2048; interest at 3-5% (plus bond premium of $3,907,755) | 710,0000 | 38,593,023 | 27,198,800 | 26 |
| Water and Sewer System Revenue Bond, Series 2018C original issuance amount of $20,835,000, due $980,000 to $2,050,000 annually in 2027 through 2040; interest at 4-5% (plus bond premium of $2,200,874) | - | 22,920,039 | 13,175,538 | 19 |
| **Direct Placement Bonds:** | | | | |
| Water and Sewer System Revenue Refunding Bonds, Series 2018A-2 original issuance amount of $21,805,000, due $1,175,000 to $3,645,000 annually in 2022 through 2031; interest at 3.63% (issued at par value) | 1,345,000 | 17,910,000 | 2,742,285 | 9 |
| Water and Sewer System Revenue Refunding Bonds, Series 2020, original issuance amount of $13,606,000, due $868,000 to $2,114,000 annually in 2022 through 2031; interest at 1.21%; (issued at par) | 1,941,000 | 9,551,000 | 411,220 | 9 |
| **Total Business-Type Activities** | 5,696,000 | 90,813,176 | 43,626,293 | |
| **Less: Premium / Discount** | | $ 5,897,176 | | |
| **Total Principal Outstanding Less Premium / Discount** | | $ 84,916,000 | | |

**Water & Sewer System Pledged Revenue Calculation**

| | |
|---|---|
| Operating Revenues | $ 75,786,258 |
| Add: Gain (Loss) on disposal of assets | (40,559) |
| Add: Investment Income | (2,337,037) |
| Less: Impact Fees | (4,910,420) |
| Total Applicable Revenues | 68,498,242 |
| Less: Operating Expenses | (51,457,859) |
| Plus: Depreciation | 11,374,042 |
| General Fund Admin Fee | 6,966,971 |
| Net Revenue | 35,381,396 |
| Pledged Impact Fees | 4,910,420 |
| Net Revenue Plus Pledged Impact Fees | $ 40,291,816 |

## NOTE 8 - RISK MANAGEMENT

The City adopted a self-insurance program for workers' compensation, effective January 1, 1990. The City is self-insured during each one-year liability period for the first $600,000 of each workers' compensation claim and for any losses incurred exceeding $25,000,000 per incident. For the year ended September 30, 2022, the City had an estimated $1,118,330 in claims expense, including $143,949 in incurred but not reported claims, and $239,905 in administrative costs recorded in the self-insurance fund. At September 30, 2022, the actuarially determined net loss reserve for all fund years is $3,360,000 (undiscounted). On a discounted basis (discounted at 3.0%), the actuarial net loss reserve is $2,076,000. This liability is based on the requirements of GASB Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues.* To estimate this liability, the incurred but not reported factors are applied to trended claims history. Settled claims did not exceed coverage in FY 2021 or FY 2022.

Effective October 1, 2015, the City changed from a hybrid fully insured healthcare plan to a self-funded healthcare plan, engaging Cigna Health and Life Insurance Company ("Cigna") to act as third-party administrator in exchange for a medical administrative fee per covered employee. Funds are deposited into an imprest account from which Cigna, as third-party administrator, pays plan claims in accordance with plan benefits. The City went to a fully-insured health insurance plan as of October 1, 2022. Run-out claims were paid in FY2022, and when the run-out period ended, the fund was closed.

Changes in the estimated accrued claims payable for both insurance funds in fiscal years 2022 and 2021 were as follows:

| | 2022 | 2021 |
|---|---|---|
| Balance at beginning of year | $ 4,163,741 | $ 4,297,825 |
| Current year claims and changes in estimate | 1,006,827 | 5,962,245 |
| Claims payments | (3,094,568) | (6,096,329) |
| Balance at end of fiscal year | 2,076,000 | 4,163,741 |
| Less: amount due within one year | (992,000) | (2,641,741) |
| Noncurrent portion | $ 1,084,000 | $ 1,522,000 |

There have been no significant reductions in insurance coverage during fiscal year 2022.

## NOTE 9 - MAJOR CUSTOMERS

The City provides water for the U.S. Government to the U.S. Air Force, NASA, and two locations at Patrick Space Force Base. As all of those utility accounts are all receivable from the U.S. Government, the City's Water and Sewer System Fund considers the U.S. Government as its one major customer. Sales to this customer aggregated $3,266,000. At September 30, 2022, the amount due from this customer included in accounts receivable is $446,072.

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS

### A. Florida Retirement Systems

| | FRS/HIS | Fire | General | Police | Total |
|---|---|---|---|---|---|
| Deferred Outflow | $ 6,601,946 | $ 4,828,059 | $ 1,306,210 | $ 5,327,144 | $ 18,063,359 |
| Deferred Inflow | 910,030 | 838,542 | - | 569,360 | 2,317,932 |
| Net Pension Liability | 20,463,328 | 10,597,174 | 1,673,844 | 6,843,871 | 39,578,217 |
| Pension Expense | $ (1,041,987) | $ 79,002 | $ 811,663 | $ 1,815,615 | $ 1,664,293 |

The Florida Retirement System and the Health Insurance Subsidy are benefits under the Florida Retirement System plan and so, the two are combined in the chart above. The City has one OPEB plan for all employees. OPEB liability and expense is reflected in the Government-wide financial statements for governmental and proprietary activities.

Defined Benefit Plans

The City participates in two defined benefit pension plans that are administered by the State of Florida, Department of Management Services, Division of Retirement. The plans provide retirement, disability or death benefits to retirees or their designated beneficiaries. Chapter 121,

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### A. Florida Retirement Systems *(Continued)*

Florida Statutes, establishes the authority for benefit provisions. Changes to the law can only occur through an act of the Florida Legislature. The State of Florida issues a publicly available financial report that includes financial statements and required supplementary information for the plans. That report is available from the Florida Department of Management Services' website (www.dms.myflorida.com).

The Florida Retirement System ("FRS") Pension Plan is a cost-sharing, multiple- employer defined benefit pension plan with a Deferred Retirement Option Program ("DROP") available for eligible employees. The FRS was established and is administered in accordance with Chapter 121, Florida Statutes. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state college, or district school board, unless restricted from FRS membership under Sections 121.053 or 121.122, Florida Statutes, or allowed to participate in a defined contribution plan in lieu of FRS membership. Participation by cities, municipalities, special districts, charter schools and metropolitan planning organizations is optional.

The Retiree Health Insurance Subsidy ("HIS") Program is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. To be eligible to receive a HIS benefit, a retiree under a state-administered retirement system must provide proof of eligible health insurance coverage, which can include Medicare.

Benefits Provided

Benefits under the FRS Pension Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement plan and/or class to which the member belonged when the service credit was earned.

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### A. Florida Retirement Systems *(Continued)*

Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $5. The minimum payment is $30 and the maximum payment is $150 per month, pursuant to Section 112.363, Florida Statutes.

Contributions

The contribution requirements of plan members and the employer are established and may be amended by the Florida Legislature. Employees are required to contribute 3% of their salary to the FRS Pension Plan. The employer's contribution rates as of September 30, 2022, were as follows:

| | FRS | HIS |
|---|---|---|
| Regular Class | 11.91% | 1.66% |
| Special Risk Class | 27.83% | 1.66% |
| Senior Management Service Class | 31.57% | 1.66% |
| Elected Officials | 67.79% | 1.66% |
| DROP from FRS | 18.60% | 1.66% |

The employer's contributions for the year ended September 30, 2022, were $1,247,810 to the FRS Defined Benefit Pension Plan and Defined Contribution Investment Plan and $262,719 to the HIS Program.

Pension Liabilities and Pension Expense

In its financial statements for the year ended September 30, 2022, the City reported a liability for its proportionate share of the net pension liability of the FRS Pension Plan and its proportionate share of the net pension liability of the HIS Program. The net pension liabilities were measured as of June 30, 2022. The City's proportions of the net pension liabilities were based on its share of contributions to the pension plans relative to the contributions of all participating entities, actuarially determined.

| | FRS | HIS |
|---|---|---|
| Net pension liability | $ 15,131,997 | $ 5,331,331 |
| Proportion at: | | |
| Current measurement date | 0.0407% | 0.0503% |
| Prior measurement date | 0.0376% | 0.0452% |
| Pension expense | $ (2,124,920) | $ (275,810) |

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### A. Florida Retirement Systems *(Continued)*

Deferred Outflows/Inflows of Resources Related to Pensions

At September 30, 2022, the City has reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

| | FRS | | HIS | |
|---|---|---|---|---|
| | Deferred Outflows of Resources | Deferred Inflows of Resources | Deferred Outflows of Resources | Deferred Inflows of Resources |
| Differences between expected and actual experience | $ 718,682 | $ - | $ 161,818 | $ (23,458) |
| Changes of assumptions | 1,863,569 | - | 305,595 | (824,753) |
| Net difference between projected and actual earnings on pension plan investments | 999,164 | - | 7,719 | - |
| Changes in proportion and differences between City pension plan contributions and proportionate share of contributions | 1,279,117 | - | 681,111 | (61,819) |
| Employer contributions subsequent to the measurement date | 499,654 | - | 85,517 | - |
| Totals | $ 5,360,186 | $ - | $ 1,241,760 | $ (910,030) |

Deferred outflows of resources related to employer contributions paid subsequent to the measurement date and prior to the employer's fiscal year end will be recognized as a reduction of the net pension liability in the reporting period ending September 30, 2022. Other pension-related amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

| Year Ending September 30, | FRS | HIS |
|---|---|---|
| 2023 | $ 1,247,286 | $ 92,475 |
| 2024 | 653,253 | 86,100 |
| 2025 | (5,236) | 77,925 |
| 2026 | 2,751,963 | 32,282 |
| 2027 | 213,265 | (27,473) |
| Thereafter | - | (15,096) |
| Totals | $ 4,860,531 | $ 246,213 |

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### A. Florida Retirement Systems *(Continued)*

Actuarial Assumptions

The total pension liability for each of the defined benefit plans was measured as of June 30, 2022. The total pension liability for the FRS Pension Plans was determined by an actuarial valuation dated July 1, 2022 and by a valuation dated July 1, 2021, updated to July 1, 2022 for HIS. The individual entry age normal actuarial cost method was used for each plan, along with the following significant actuarial assumptions:

| | FRS | HIS |
|---|---|---|
| Inflation | 2.40% | 2.40% |
| Salary increases | 3.25% | 3.25% |
| Investment rate of return | 6.70% | N/A |
| Discount rate | 6.70% | 3.54% |

Mortality assumptions for both the FRS Pension Plan and the HIS Program were based off the PUB-2010 base table projected generationally with Scale MP-2018.

The most recent experience study for the FRS Pension Plan was completed in 2019 for the period July 1, 2013, through June 30, 2018. Because the HIS Program is funded on a pay-as-you-go basis, no experience study has been completed for that program. The actuarial assumptions that determined the total pension liability for the HIS Program were based on certain results of the most recent experience study for the FRS Pension Plan.

The following changes in key actuarial assumptions occurred in 2022:

FRS: The long-term expected rate of return was decreased from 6.8% to 6.7%.

HIS: The demographic assumptions for the Special Risk class were updated to reflect plan changes due to HB5007, HB689 and SB838.

The election assumption for vested terminated members was updated from 20% to 50% to reflect recent experience.

The municipal bond rate used to determine total pension liability was increased from 2.16% to 3.54%.

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### A. Florida Retirement Systems *(Continued)*

The long-term expected investment rate of return was not based on historical returns, but instead was based on a forward-looking capital market economic model. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. For the FRS Pension Plan, the table below summarizes the consulting actuary's assumptions based on the long-term target asset allocation:

| Asset Class | Target Allocation | Annual Arithmetic Return | Compound Annual (Geometric) Return |
|---|---|---|---|
| Cash | 1.0% | 2.6% | 2.6% |
| Fixed income | 19.8% | 4.4% | 4.4% |
| Global equity | 54.0% | 8.8% | 7.3% |
| Real estate | 10.3% | 7.4% | 6.3% |
| Private equity | 11.1% | 12.0% | 8.9% |
| Strategic investments | 3.8% | 6.2% | 5.9% |
| | 100% | | |

Discount Rate

The discount rate used to measure the total pension liability for the FRS Pension Plan was 6.70%. The FRS Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Because the HIS Program is essentially funded on a pay-as-you-go basis, a municipal bond rate of 3.54% was used to determine the total pension liability for the program. The Bond Buyer General Obligation Bond 20-Bond Municipal Bond Index was used as the applicable municipal bond index.

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### A. Florida Retirement Systems *(Continued)*

Sensitivity Analysis

The following tables demonstrate the sensitivity of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the employer's proportionate share of the net pension liability if the discount rate was 1% higher or 1% lower than the current discount rate:

| | FRS | | | HIS | | |
|---|---|---|---|---|---|---|
| | 1% Decrease (5.70)% | Current Discount Rate (6.70)% | 1% Increase (7.70)% | 1% Decrease (2.54)% | Current Discount Rate (3.54)% | 1% Increase (4.54)% |
| Employer's proportionate share of the net pension liability | $ 26,169,748 | $ 15,131,997 | $ 5,903,123 | $ 6,099,479 | $ 5,331,330 | $ 4,695,702 |

Pension Plans' Fiduciary Net Position

Detailed information about the pension plans' fiduciary net position is available in the State's separately issued financial reports.

Defined Contribution Plan

Pursuant to Chapter 121, Florida Statutes, the Florida Legislature created the Florida Retirement Investment Plan ("FRS Investment Plan"), a defined contribution pension plan qualified under Section 401(a) of the Internal Revenue Code. The FRS Investment Plan is an alternative retirement plan available to members of the FRS in lieu of the defined benefit plan. There is a uniform contribution rate covering both the defined benefit and defined contribution plans, depending on membership class.

### B. City-Provided – Defined Benefit Plans

The City maintains three separate single-employer defined benefit pension plans for firefighters, police officers and those full-time City employees who did not elect to be in the Florida Retirement System as of March 1, 2009. They are accounted for as pension trust funds and reported herein as part of the City's reporting entity. Each plan is administered through its own Board of Trustees.

*Summary of Significant Accounting Policies* – The financial statements are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which contributions are due. Employer contributions are recognized when due and the employer has made a formal commitment to provide the contributions. Investments are reported at fair value.

**NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)***

**B. City-Provided – Defined Benefit Plans *(Continued)***

Short-term investments are reported at cost, which approximates fair value. Securities traded on a national or international exchange are valued at the last reported sales price. Investments that do not have an established market are reported at estimated fair value.

The City recognized as revenues and expenditures-on-behalf-of payments relating to pension contributions for its public safety employees that the State of Florida paid to the Police Officers and Firefighters retirement plans in the amounts of $207,445 and $142,337, respectively. These contributions are funded by an excise tax upon certain casualty insurance companies on their gross receipts of premiums from policyholders.

*Funding Policy* – The City uses the Entry Age Normal Actuarial Cost Method ("EANACM") for the General Employees Retirement Plan, the Firefighters Retirement Plan and the Police Officers Retirement Plan to determine required contributions under its retirement systems because it provides for the systematic funding of the normal cost and any unfunded actuarial accrued liabilities. This is an acceptable method to the State of Florida. These liabilities are being funded over a 20-year period for the General Employees Retirement Plan, Police Officers Retirement Plan and Firefighters Retirement Plan.

The State of Florida has established guidelines for state and local pension plan funding and requires submission to and approval of the local government's actuarial reports by a State Bureau, at least every third year. The City's pension plans, by policy, require the following:

1. Annual actuarial reports as of October 1 of each year to determine the next year's required contributions.

2. Employee contributions at 6.5% of compensation for the Police Officers Retirement Plan and the Firefighters Retirement Plan. As of October 1, 2020, there are no required employee contributions for the General Pension plan as there are no active employees.

3. Employer contributions in accordance with the actuarially determined requirement using the EANACM for the General Employees Retirement Plan, the Firefighters Retirement Plan, and the Police Officers Retirement Plan.

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### B. City-Provided – Defined Benefit Plans *(Continued)*

Plan Description

| Firefighters' Pension Plan | General Employees' Pension Plan | Police Officers' Pension Plan |
|---|---|---|
| *Plan Administration* | *Plan Administration* | *Plan Administration* |
| The Plan is administered by a Board of Trustees comprised of:<br>a) Two City Council appointees,<br>b) Two Members of the System elected by a majority of the other covered Firefighters, and<br>c) A fifth Member elected by the other 4 and appointed by Council. | The Plan is administered by a Board of Trustees comprised of:<br>a) Two Council appointees (City residents), and<br>b) Three Plan Members elected by the Membership. | The Plan is administered by a Board of Trustees comprised of:<br>a) Two City Council appointees,<br>b) Two Members of the System elected by a majority of the other covered Police Officers, and c) A fifth Member elected by the other 4 and appointed by Council. |

| Plan membership as of October 1, 2021 | Firefighters' Pension Plan | General Employees' Pension Plan | Police Officers' Pension Plan |
|---|---|---|---|
| Inactive Plan Members or Beneficiaries Currently Receiving Benefits | 50 | 37 | 54 |
| Inactive Plan Members Entitled to but Not Yet Receiving Benefits | 8 | - | 11 |
| Active Plan Members | 39 | - | 59 |
| Total Plan Members | 97 | 37 | 124 |

Benefits Provided
All three plans provide retirement, termination, disability and death benefits.

*Firefighters' Pension Plan:*

Normal Retirement:
Date: Employees hired after November 8, 2015: Earlier of age 55 with 10 years of service or the completion of 25 years of Credited Service. . Employees hired January 1, 1999 to November 8, 2015: Earlier of age 52 and 10 years of Credited Service or the completion of 25 years of Credited Service. Employees hired prior to January 1, 1999: Earlier of age 52 or the completion of 25 years of Credited Service.

Benefit: 3% of AME times Years of Credited Service.

Form of Benefit: Ten year certain and Life Annuity (options available)

Early Retirement:
Date: Age 50 and 10 years of Credited Service.

Benefit: Accrued benefit, reduced 3% per year.

**NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)***

**B. City-Provided – Defined Benefit Plans *(Continued)***

Delayed Retirement:
Allowable beyond age 70, with consent of the Board. Benefit continues to accrue.

Cost of Living Adjustment for Retirees:
Up to 3% per year beginning at age 65.

Vesting (Termination of Employment):
Less than 10 years of Service: Refund of Member Contributions, with interest.
10 years or more: Accrued pension payable at Normal Retirement, or, on a reduced basis at Early Retirement, or refund of contributions with interest.

Disability:
Eligibility: Total and permanent; not able to perform any useful duties or service for Fire Department. Board can require periodic re-examination.

Waiting Period Service Connected: At expiration of sick pay and accrued vacation pay.

Waiting Period Non-Service Connected: 6 months from date of disability.

Exclusions: Disability resulting from use of drugs, illegal participation in riots, service in the military, etc.

Benefit Amount Service Connected: Accrued benefit (at the 3% benefit rate) with a minimum of 42% of AME. If the disability occurred during an active shooter event, the benefit shall equal the member's accrued benefit (at a 2% benefit rate) with a minimum of 60% of AME.

Benefit Amount Non-Service Connected: 25% of pay on date of disability.

Pre-Retirement Death Benefits:
Vested Line-of-Duty: Accrued Benefit (at the 3.0% benefit rate) with a minimum of 42% of AME, payable for the life of the spouse. If the death occurred during an active shooter event, the benefit shall equal the member's accrued benefit (at the 3% benefit rate) with a minimum of 60% of AME.

Not In-Line of Duty: Vested: Accrued benefit (using a 2% benefit multiplier rate) payable to the beneficiary for 120 months at the Normal Retirement Date (unreduced), Early Retirement Date (reduced as for Early Retirement), or immediately (actuarially reduced for commencement prior to the Early Retirement Date).

Non-Vested: Refund of contributions plus 4.5% interest.

*General Employees' Pension Plan:*

Normal Retirement:
Date: Age 50 and 25 years of Credited Service, or age 57 (age 57 and 10 years of service if hired after 3/31/94).

Benefit: 3% of Average Final Compensation times Credited Service.

**NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)***

**B. City-Provided – Defined Benefit Plans *(Continued)***

Early Retirement:
Date: Age 55 and 10 years of Credited Service.

Benefit: Accrued benefit, reduced 1/15th for each of the first 5 years and 1/30th for each of the next 5 years prior to Normal Retirement.

Cost of Living Increases for Retirees:
3% per year beginning at age 65.

Vesting:
Less Than 10 Years: Refund of Member Contributions, with interest.
10 or More Years: Accrued pension payable at Normal Retirement, or refund of Member Contributions, with interest.

Disability:
Eligibility: Total and permanent; unable to perform any regular and continuous duties as a General Employee (as determined by the Board).

Benefit: Service Incurred 50% of average pay for the 12 months preceding disability. Non-Service Incurred: 25% of average pay for the 12 months preceding disability.

Duration: Benefit payable for life with 120 payments guaranteed or until recovery (as determined by the Board)

Benefit Offsets: If the Plan benefit plus Social Security and/or Workers' Compensation exceeds 100% of pay, Plan benefit is reduced so total is 100% of pay.

Pre-Retirement Death Benefits:
Vested or Eligible to Retire: Beneficiary receives accrued benefit for 10 years at the otherwise Normal (unreduced) or Early (reduced) Retirement Date, or refund of member contributions, with interest.

Not Vested or Eligible to Retire: Refund of member contributions, with interest.

*Police Officers' Pension Plan:*

Normal Retirement:
Date: Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) 25 years of Credited Service, regardless of age.

Benefit: 3% of Average Monthly Earnings ("AME") times Years of Credited Service.

Vesting (Termination of Employment):
Less than 10 Years: Refund of member contributions, with interest.

10 Years or More: Accrued pension payable at age 50, or refund of member contributions with interest.

**NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)***

**B. City-Provided – Defined Benefit Plans *(Continued)***

Cost of Living Adjustment:
Up to 3% per year beginning at age 65.

Disability:
Eligibility: Total and permanent; not able to perform useful and efficient service as a police officer. Board can require periodic re-examination. 10 years of service required for Non-Service Incurred benefits.

Benefit: Service Connected: Greater of 1) Accrued benefit, 2) 42% of Average Monthly Earnings, or 3) 50% of regular base pay on date of disability.

Non-Service Connected: Accrued benefit.

Benefit Offsets: If the 50% or 25% of pay benefit plus all Primary and Family Social Security benefits and/or all regular or periodic payments under Workers' Compensation exceeds 100% of regular base pay on the date of disability, the Plan benefit will be reduced so that the sum of all such payments equal 100% of pay. (In no event will offset reduce benefits below 42% of AME for service connected, or 25% of AME for Non-Service Connected disability.)

Pre-Retirement Death Benefits:
Vested or Eligible to Retire: Accrued benefits payable to beneficiary for 10 years, or in accordance with available options.

If Not Vested or Eligible for Early or Normal Retirement: Refund of contributions plus 4.5% interest.

*Investment Policy:*
The following was the Board's adopted asset allocation policy as of September 30, 2022:

| | Target Allocation | | |
|---|---|---|---|
| Asset Class | Firefighters' Pension Plan | General Employees' Pension Plan | Police Officers' Pension Plan |
| Domestic Equity | - | 45% | 40% |
| International Equity | 10% | 15% | 12% |
| Broad Market Fixed Income | - | 10% | - |
| Global Fixed Income | - | 5% | - |
| Real Estate | 15% | 15% | - |
| Bonds | - | - | 25% |
| Convertibles | - | - | 10% |
| REITS | - | - | 8% |
| MLPs | - | - | - |
| Large Cap Equity | 40% | - | - |
| Smid Cap Equity | 20% | - | - |
| Fixed Income | 15% | - | - |
| Alternative | - | 10% | - |
| Infrastructure | - | - | 5% |
| Total | 100% | 100% | 100% |

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### B. City-Provided – Defined Benefit Plans *(Continued)*

*Concentrations:*

The Plan did not hold investments in any one organization that represents 5% or more of the Pension Plans' fiduciary net position.

*Rate of Return:*

For the year ended September 30, 2022, the annual money-weighted rate of return on Firefighters', General Employees', and Police Officers' Pension Plan investments, net of pension plan investment expense, was (17.24%), (14.82%), and (14.54%), respectively.

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

*Deferred Retirement Option Program:*

| | Firefighters' Pension Plan | General Employees' Pension Plan | Police Officers' Pension Plan |
|---|---|---|---|
| Eligibility | Satisfaction of Normal Retirement requirements. | Satisfaction of Normal Retirement requirements. | Satisfaction of Normal Retirement requirements. |
| Participation | Not to exceed 60 months. | Not to exceed 60 months. | Not to exceed 60 months. |
| Rate of Return | DROP Entry prior to April 1, 2012: At Participant's election (may change semi-annually), either: a) Actual net rate of investment return (total return net of brokerage commissions, management fees, and transaction costs), credited each fiscal year quarter, or b) 7.99% fixed.<br><br>DROP Entry after March 31, 2012: At Participant's election (may change semi-annually), either: a) Actual net rate of investment return (total return net of brokerage commissions, management fees, and transaction costs), credited each fiscal year quarter, or b) Net rate of investment return, not less than 4%, not greater than 6.5%. | Actual net rate of investment return (total return net of brokerage commissions, transaction costs, and management fees) based on Actuarial Value of plan assets. | Actual net investment rate or fixed interest, at member's election. |

*Net Pension Liability of the City:*

The components of the net pension liability (asset) of the City on September 30, 2022 were as follows:

| | Firefighters' Pension Plan | General Employees' Pension Plan | Police Officers' Pension Plan |
|---|---|---|---|
| Total Pension Liability | $ 33,410,725 | $ 14,557,568 | $ 39,522,586 |
| Plan Fiduciary Net Position | (22,813,551) | (12,883,724) | (32,678,715) |
| City's Net Pension Liability | $ 10,597,174 | $ 1,673,844 | $ 6,843,871 |

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### B. City-Provided – Defined Benefit Plans *(Continued)*

*Actuarial Assumptions:*

The total pension liability was determined by an actuarial valuation as of October 1, 2021 updated to September 30, 2022 using the following actuarial assumptions applied to all measurement periods.

| | Firefighters' Pension Plan | General Employees' Pension Plan | Police Officers' Pension Plan |
|---|---|---|---|
| Inflation | 3.00% | 2.50% | 2.70% |
| Salary Increases | service based | - | service based |
| Discount Rate | 7.15% | 6.70% | 7.25% |
| Investment Rate of Return | 7.15% | 6.70% | 7.25% |

| Firefighters' Pension Plan | General Employees' Pension Plan | Police Officers' Pension Plan |
|---|---|---|
| Mortality Rate Healthy Lives: Female: PubS.H-2010 (Below Median) for Employees, set forward one year. Male: PubS.H-2010 (Below Median) for Employees, set forward one year. Mortality Rate Disabled Lives: 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees | Mortality Rate Healthy Lives: Female: PubG.H-2010 (Above Median) for Healthy Retirees. Male: PubG.H-2010 for Healthy Retirees, set back one year. Mortality Rate Disabled Lives: PubG.H-2010 for Disabled Retirees, set forward three years. | Mortality Rate Healthy Lives: Female: PubS.H-2010 (Below Median) for Employees, set forward one year. Male: PubS.H-2010 (Below Median) for Employees, set forward one year. Mortality Rate Disabled Lives: 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees |
| The most recent actuarial experience study used to review the other significant assumptions was dated August 15, 2018. | The date of the most recent experience study for which significant assumptions are based upon is not available. | The most recent actuarial experience study used to review the other significant assumptions was dated August 17, 2018. |

Changes to the actuary assumptions used for the September 30, 2021 valuations for the Firefighters' Pension Plan were to lower the investment return assumption from 7.5% to 7.15% per year. Changes to assumptions used for the September 30, 2021 valuation for the Police Officers' Pension Plan were to lower the investment return assumption from 7.5% to 7.25% per year. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class.

**NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)***

**B. City-Provided – Defined Benefit Plans *(Continued)***

These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2022 are summarized in the following table:

| | Long Term Expected Real Rate of Return | | |
|---|---|---|---|
| Asset Class | Firefighters' Pension Plan | General Employees' Pension Plan | Police Officers' Pension Plan |
| Domestic Equity | - | 7.50% | 7.10% |
| International Equity | 5.18% | 8.50% | 3.10% |
| Broad Market Fixed Income | - | 2.50% | - |
| Global Fixed Income | - | 3.50% | - |
| Real Estate | 6.96% | 4.50% | - |
| Bonds | - | - | 2.00% |
| Convertibles | - | - | 6.40% |
| REITS | - | - | 6.40% |
| Infrastructure | - | - | 5.60% |
| Large Cap Equity | 8.30% | - | - |
| Smid Cap Equity | 8.89% | - | - |
| Fixed Income | 0.40% | - | - |
| Alternative | - | 6.39% | - |

*Discount Rate:*

The discount rate used to measure the total pension liability for the Firefighters, General Employees, and Police Officers Pension Plan investments was 7.15%, 6.70%, and 7.25%, respectively.

The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the Member rate. Based on those assumptions, the Pension Plans' Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the Long-Term Expected Rate of Return on Pension Plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### B. City-Provided – Defined Benefit Plans *(Continued)*

*Change in Net Pension Liability*

| Firefighters' Pension Plan | Increase (Decrease) Total Pension Liability (a) | Plan Fiduciary Net Position (b) | Net Pension Liability (a) - (b) |
|---|---|---|---|
| Balances at September 30, 2021 | $ 31,808,367 | $ 27,548,038 | 4,260,329 |
| Changes for a Year: | | | |
| Service Cost | 654,506 | - | 654,506 |
| Interest | 2,256,795 | - | 2,256,795 |
| Differences between Expected and Actual Experience | 489,683 | - | 489,683 |
| Changes of assumptions | - | - | - |
| Changes of benefit terms | - | - | - |
| Contributions - Employer | - | 1,566,455 | (1,566,455) |
| Contributions - State | - | 142,337 | (142,337) |
| Contributions - Employee | - | 159,517 | (159,517) |
| Net Investment Income | - | (4,721,923) | 4,721,923 |
| Benefit Payments, including Refunds of Employees Contributions | (1,798,626) | (1,798,626) | - |
| Administrative Expense | - | (82,247) | 82,247 |
| Net Changes | 1,602,358 | (4,734,487) | 6,336,845 |
| Balances at September 30, 2022 | $ 33,410,725 | $ 22,813,551 | 10,597,174 |

| General Employees' Pension Plan | Increase (Decrease) Total Pension Liability (a) | Plan Fiduciary Net Position (b) | Net Pension Liability/Asset (a) - (b) |
|---|---|---|---|
| Balances at September 30, 2021 | $ 15,455,639 | $ 16,232,820 | $ (777,181) |
| Changes for a Year: | | | |
| Service Cost | - | - | - |
| Interest | 997,820 | - | 997,820 |
| Differences between expected and actual experience | (770,285) | - | (770,285) |
| Changes of assumptions | - | - | - |
| Contributions - Employer | - | 189,622 | (189,622) |
| Contributions - Employee | - | - | - |
| Net Investment Income | - | (2,349,671) | 2,349,671 |
| Benefit payments, including refunds of employees contributions | (1,125,606) | (1,125,606) | - |
| Administrative expense | - | (63,441) | 63,441 |
| Net Changes | (898,071) | (3,349,096) | 2,451,025 |
| Balances at September 30, 2022 | $ 14,557,568 | $ 12,883,724 | $ 1,673,844 |

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### B. City-Provided – Defined Benefit Plans *(Continued)*

| Police Officers' Pension Plan | Increase (Decrease) Total Pension Liability (a) | Plan Fiduciary Net Position (b) | Net Pension Liability/Asset (a) - (b) |
|---|---|---|---|
| Balances at September 30, 2021 | $ 37,345,945 | $ 39,321,429 | $ (1,975,484) |
| Changes for a Year: | | | |
| Service Cost | 718,347 | - | 718,347 |
| Interest | 2,692,421 | - | 2,692,421 |
| Differences between expected and actual experience | 620,771 | - | 620,771 |
| Changes of assumptions | - | - | - |
| Changes of benefit terms | - | - | - |
| Contributions - Employer | - | 543,654 | (543,654) |
| Contributions - State | - | 207,445 | (207,445) |
| Contributions - Employee | - | 248,755 | (248,755) |
| Net Investment Income | - | (5,685,506) | 5,685,506 |
| Benefit payments, including refunds of employees contributions | (1,854,898) | (1,854,898) | - |
| Administrative expense | - | (102,164) | 102,164 |
| Net Changes | 2,176,641 | (6,642,714) | 8,819,355 |
| Balances at September 30, 2022 | $ 39,522,586 | $ 32,678,715 | $ 6,843,871 |

*Sensitivity of the Net Pension Liability to Changes in the Discount Rate*

The following presents the net pension liability (asset) of the City, calculated using the discount rate, as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

| Sponsor's Net Pension Liability | 1% Decrease 6.15% | Current Discount Rate 7.15% | 1% Increase 8.15% |
|---|---|---|---|
| Firefighters' Pension Plan | $ 14,732,711 | $ 10,597,174 | $ 7,196,163 |

| Sponsor's Net Pension Liability (Asset) | 1% Decrease 5.70% | Current Discount Rate 6.70% | 1% Increase 7.70% |
|---|---|---|---|
| General Employees' Pension Plan | $ 3,108,568 | $ 1,673,844 | $ 460,544 |

| Sponsor's Net Pension Liability (Asset) | 1% Decrease 6.25% | Current Discount Rate 7.25% | 1% Increase 8.25% |
|---|---|---|---|
| Police Officers' Pension Plan | $ 12,037,687 | $ 6,843,871 | $ 2,589,845 |

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### B. City-Provided – Defined Benefit Plans *(Continued)*

*Pension Plan Fiduciary Net Position*

Detailed information about pension plan Fiduciary Net Position is available in a separately issued financial report for each pension plan.

For the year ended September 30, 2022, the pension expense recognized on the Firefighters', General Employees', and Police Officers' Pension Plans, was $1,787,794, ($622,042), and $1,815,615, respectively.

On September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

| Firefighters' Pension Plan | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Differences between expected and actual experience | $ 692,944 | $ 749,368 |
| Change of assumptions | 1,152,324 | 89,174 |
| Net difference between projected and actual earnings on pension plan investments | 2,982,791 | - |
| Total Firefighters' Pension Plan | 4,828,059 | 838,542 |
| General Employees' Pension Plan | | |
| Net difference between projected and actual earnings on pension plan investments | 1,306,211 | - |
| Total General Employees' Pension Plan | 1,306,211 | - |
| Police Officers' Pension Plan | | |
| Differences between expected and actual experience | 747,963 | 419,274 |
| Change of assumptions | 542,622 | 150,086 |
| Net difference between projected and actual earnings on pension plan investments | 4,036,559 | - |
| Total Police Officers' Pension Plan | 5,327,144 | 569,360 |
| Total deferred outflows and deferred inflows of resources related to pensions | $ 11,461,414 | $ 1,407,902 |

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### B. City-Provided – Defined Benefit Plans *(Continued)*

Amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| Year Ending September 30, | Firefighters' Pension Plan | General Employees' Pension Plan | Police Officers' Pension Plan |
|---|---|---|---|
| 2023 | $ 1,033,823 | $ 258,698 | $ 1,217,723 |
| 2024 | 738,686 | 134,301 | 909,882 |
| 2025 | 659,247 | 232,454 | 929,857 |
| 2026 | 1,476,147 | 680,758 | 1,700,322 |
| 2027 | 81,614 | - | - |
| Total | $ 3,989,517 | $ 1,306,211 | $ 4,757,784 |

### C. Defined Contribution Plans

Defined Contribution 401(a) Retirement Plan

During July 1996, the City made available to all permanent, full-time personnel who were not certified firefighters or sworn police officers an opportunity to participate in a Defined Contribution 401(a) Retirement Plan. This Plan was established under the authority of, and governed by, the United States Internal Revenue Code, as amended; Part VII, Chapter 112, Florida Statutes; and ordinances as adopted by the City. The Plan is administered by the City through the Human Resources Department, with Mission Square serving as the trustee. The effective date of the City of Cocoa, Florida Defined Contribution Plan is July 1, 1996. Participation in the Plan was mandatory. Any individual who was a permanent, full-time employee of the City on or after July 1, 1996 but prior to March 1, 2009 (other than certified firefighters and sworn police officers) became a participant of the Plan on the date of their employment. Effective March 1, 2009, when the city began participation in FRS, the Plan was closed to new participants.

The Plan requires the employer to contribute an amount equal to 12% of each participant's compensation. Pursuant to the provisions of the Defined Contribution Plan, any amounts forfeited by employees as a result of termination prior to vesting shall be used to reduce contributions of the employer. During 2022, the Plan had no forfeitures. Employer contributions for 2022 totaled $26,691. At September 30, 2022, the remaining forfeiture balance from previous years was $-0-. The employee contributes 5% of their compensation. Employee contributions for 2022 totaled $11,348. Employees may also make voluntary contributions to the Plan. Total voluntary contributions made by the employees in the amount of $-0- are not matched by the employer. Contributions for highly compensated employees are in accordance with any employment agreements and are negotiated.

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### D. Net Activity by Pension Plan

The pension trust funds' fiduciary net position activity as of September 30, 2022 was as follows:

| | Defined Contribution Plans | Firefighters' Pension Plan | General Employees' Pension Plan | Police Officers' Pension Plan | Total |
|---|---|---|---|---|---|
| **ASSETS** | | | | | |
| Cash and cash equivalents | $ - | $ 1,134,749 | $ 171,625 | $ 1,082,488 | $ 2,388,862 |
| Investments at fair value: | | | | | |
| Equity funds | | 1,461,814 | | 1,586,751 | 3,048,565 |
| Blended mutual funds | 1,994,976 | 3,947,760 | 2,752,125 | 24,052,231 | 32,747,092 |
| Fixed income funds | 125,172 | - | | | 125,172 |
| Mortgage-backed securities | - | | | - | - |
| Corporate stock | - | 8,799,748 | 6,082,922 | 270,050 | 15,152,720 |
| Corporate bonds | - | 1,404,171 | 495,134 | 1,602,537 | 3,501,842 |
| Foreign equity funds | | - | - | - | - |
| Government securities | - | 1,186,507 | 738,998 | - | 1,925,505 |
| US real estate investment fund | | 5,006,737 | 2,645,836 | 4,107,135 | 11,759,708 |
| Accounts receivable | - | 6 | - | - | 6 |
| Interest receivable | - | 23,320 | 10,671 | 19,350 | 53,341 |
| Total assets | 2,120,148 | 22,964,812 | 12,897,311 | 32,720,542 | 70,702,813 |
| **LIABILITIES** | | | | | |
| Accounts payable | - | 151,261 | 13,587 | 41,827 | 206,675 |
| Total liabilities | - | 151,261 | 13,587 | 41,827 | 206,675 |
| **NET POSITION** | | | | | |
| Held in trust for pension benefits | $ 2,120,148 | $ 22,813,551 | $ 12,883,724 | $ 32,678,715 | $ 70,496,138 |

## NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

### E. Change in Fiduciary Net Position by Pension Plan

The pension trust funds' change in fiduciary net position activity as of September 30, 2022 was as follows:

| | Defined Contribution Plans | Firefighters' Pension Plan | General Employees' Pension Plan | Police Officers' Pension Plan | Total |
|---|---|---|---|---|---|
| **ADDITIONS** | | | | | |
| Contributions: | | | | | |
| Employee contributions | 11,348 | 159,517 | - | 248,755 | 419,620 |
| Employer contributions | $ 26,691 | $ 1,566,455 | $ 189,622 | $ 543,654 | $ 2,326,422 |
| | - | - | - | - | |
| | - | - | - | - | |
| State contributions | - | 142,337 | - | 207,445 | - |
| Total contributions | 38,039 | 1,868,309 | 189,622 | 999,854 | 2,746,042 |
| Investment earnings: | | | | | |
| Net increase (decrease) in the fair value of investments | (612,737) | (4,948,322) | (3,090,728) | (6,988,005) | (15,639,792) |
| Interest and dividends | 100,086 | 377,087 | 774,799 | 1,455,007 | 2,706,979 |
| Total investment earnings | (512,651) | (4,571,235) | (2,315,929) | (5,532,998) | (12,932,813) |
| Less investment expense | 6,809 | 150,688 | 33,742 | 149,780 | 341,019 |
| Net investment earnings | (519,460) | (4,721,923) | (2,349,671) | (5,682,778) | (13,273,832) |
| Total additions | (481,421) | (2,853,614) | (2,160,049) | (4,682,924) | (10,178,008) |
| **DEDUCTIONS** | | | | | |
| Benefit payments | 30,211 | 1,798,626 | 1,125,606 | 1,857,626 | 4,812,069 |
| Administrative expenses | - | 82,247 | 63,441 | 102,164 | 247,852 |
| Total deductions | 30,211 | 1,880,873 | 1,189,047 | 1,959,790 | 5,059,921 |
| Change in net position | (511,632) | (4,734,487) | (3,349,096) | (6,642,714) | (15,237,929) |
| Net position, beginning of year | 2,631,780 | 27,548,038 | 16,232,820 | 39,321,429 | 85,734,067 |
| Net position, end of year | $ 2,120,148 | $ 22,813,551 | $ 12,883,724 | $ 32,678,715 | $ 70,496,138 |

## NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS

The City follows Governmental Accounting Standards Board Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* ("OPEB"), for certain postemployment healthcare benefits provided by the City.

### A. Plan Description and Benefits Provided

The City administers a single-employer defined benefit healthcare plan (the "Plan") that provides medical insurance to its employees and their eligible dependents. Pursuant to Section 112.0801, Florida Statutes, the City is required to provide eligible retirees (as defined in the City's pension plans) the opportunity to participate in this Plan at the same cost that is applicable to active employees.

Employees and their dependents may elect to remain in the Plan upon retirement up to age 65. After age 65, the City's insurance coverage becomes secondary to the retirees' Medicare insurance. The Plan has 160 retirees and spouses receiving benefits and has a total of 422 active participants and dependents.

Benefit provisions for the Plan were established by the City Council by Resolution on June 27, 1995 (amended as of July 22, 2008) and may only be amended by the City Council. The City has not established a trust or agency fund for the Plan. The City does not issue stand-alone financial statements for this Plan. All financial information related to the Plan is accounted for in the City's basic financial statements.

### B. Funding Policy

The City is funding the Plan on a pay-as-you-go basis. The City pays insurance premiums for medical, dental and vision incurred by pre-Medicare retirees at rates of 100% for retirees hired prior to January 14, 1992 and 50% for retirees hired after January 14, 1992. Regardless of their date of hire, Department Directors and the Assistant City Manager receive 100% of the premium for life. These members are generally eligible for this benefit after ten years of employment with the City and having reached the age of 55. In all cases, retirees may purchase coverage for dependents at their expense. In addition to the explicit subsidies described above, there is an implied subsidy in the insurance premiums for all employees because the premium charged for retirees is the same as the premium charged for active employees, who are younger than retirees on average.

For the year ended September 30, 2022, the City's contribution was $1,290,637, which included both an estimate of the implied subsidy described above, and the explicit subsidy paid on behalf of eligible retirees. Contributions by the City for Plan members not eligible for an explicit subsidy totaled $-0- for retirees and approximately $279,058 for spouses for the year ended September 30, 2022.

### C. Total OPEB Liability

The City's total OPEB liability of $33,556,580 was measured as of September 30, 2022 and was determined by an actuarial valuation as of September 30, 2020.

**NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS *(Continued)***

### D. Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the Plan as understood by the employer and the Plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and Plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

Actuarial valuations for an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Actuarially determined amounts are subject to continuous revision as actual results are compared to past expectations and new estimates about the future are formulated. Although the valuation results are based on values that the City's actuarial consultant believes are reasonable assumptions, the valuation results reflect a long-term perspective and, as such, are merely an estimate of what future costs may actually be. Deviations in any of several factors, such as future interest rates, medical cost inflation, Medicare coverage, and changes in marital status, could result in actual costs being less or greater than estimated.

In the September 30, 2020 actuarial valuation, the entry age normal actuarial cost method was used. The actuarial assumptions used for the September 30, 2021 calculations included a 4.25% investment rate of return (including inflation of 2.25%) and an annual healthcare cost trend rate of 6% for FY22 and gradually decreasing to an ultimate trend of 3.99%. The discount rate utilized was 2.19%. The mortality for all groups was updated to the tables used by the Florida Retirement System for its July 1, 2020 Valuation. The actuarial methods and assumptions used are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

### E. Changes in Total OPEB Liability

| | |
|---|---|
| Service Cost | $ 1,116,296 |
| Interest on the Total OPEB Liability | 785,136 |
| Changes of benefit terms | - |
| Difference between expected and actual experience of the Total OPEB Liability | - |
| Changes of assumptions and other inputs | 838,504 |
| Benefit payments | (1,290,637) |
| Net change in Total OPEB Liability | 1,449,299 |
| **Total OPEB Liability - Beginning** | 32,107,281 |
| **Total OPEB Liability - Ending** | $ 33,556,580 |

Changes in assumptions reflect a change in the discount rate from 2.41% as of the beginning of the measurement period to 2.19% for the fiscal year ended September 30, 2022.

## NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS *(Continued)*

### F. Sensitivity Analysis

#### Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

| | Discount Rate | | |
|---|---|---|---|
| | 1% Decrease 1.19% | Current Discount Rate 2.19% | 1% Increase 3.19% |
| Total OPEB liability | $ 37,817,550 | $ 33,556,580 | $ 29,991,596 |

#### Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

| | Healthcare Cost Trend Rate | | |
|---|---|---|---|
| | 1% Decrease 5.00% | Current Healthcare Cost Rate 6.00% | 1% Increase 7.00% |
| Total OPEB liability | $ 29,377,326 | $ 33,556,580 | $ 38,623,352 |

### G. Deferred Inflows of Resources/Deferred Outflows of Resources

#### OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

OPEB expense for the fiscal year ended September 30, 2022 was $1,182,696. On September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB to be recognized in future OPEB expenses from the following sources:

| | Deferred Outflows of Resources | Deferred Inflows of Resource |
|---|---|---|
| Changes in assumptions | $ 3,717,682 | $ (6,087,786) |
| Differences between expected and actual experience | 356,373 | (1,354,697) |
| Transactions after measurement date | 1,409,881 | - |
| Totals | $ 5,483,936 | $ (7,442,483) |

## NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS *(Continued)*

### G. Deferred Inflows of Resources/Deferred Outflows of Resources

#### Deferred Outflows/Inflows of Resources Schedule for Future Years

The amount of $1,409,881 reported as deferred outflows of resources related to OPEB resulting from benefit payments made subsequent to the measurement date will be recognized as a decrease of the total OPEB liability in fiscal year 2023. Other amounts reported as deferred outflows and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

| Fiscal Year Ending September 30, | Deferred Outflows/(Inlfows) |
|---|---|
| 2023 | $ (718,736) |
| 2024 | (718,736) |
| 2025 | (511,183) |
| 2026 | (311,004) |
| 2027 | (732,213) |
| Thereafter | (376,556) |
| Total | $ (3,368,428) |

## NOTE 12 - LITIGATION

The City was involved in a lawsuit filed by the Petitioner against the Florida Department of Environmental Protection and the City of Cocoa to obtain a 25-year sovereign submerged land lease related to a boardwalk and promenade constructed jointly by the City and the Petitioner. On November 8, 2005, the parties reached a settlement agreement whereby the Petitioner agreed to reimburse the City for its portion of construction costs in the amount of $607,837 to be paid in installments through 2009. In accordance with the settlement agreement, the City received $135,946 and $200,000 during 2007 and 2006, respectively. During 2008, the Petitioner suspended payments, as the note payable to the City is subordinate to other debt of the Petitioner. At such time as the priority debt is paid by the Petitioner, they will resume payments to the City. A receivable for the remaining amount due, $271,891, is recorded as of September 30, 2022 in the Cocoa Redevelopment Agency fund as a settlement receivable. The related revenue has been deferred in the governmental fund statements, as it is not collectible soon enough to pay liabilities of the current period.

Various other lawsuits in the ordinary course of operations are pending against the City. While the ultimate effect of such litigation cannot be ascertained at this time, in the opinion of counsel for the City, the liabilities that may arise from such actions would not result in losses that would exceed the liability insurance limits in effect at the time the claim arose or otherwise materially affect the financial position of the City or results of operations.

## NOTE 13 - COLLECTIVE BARGAINING UNIT

Substantially all of the City's non-management operations, maintenance and public safety employees are covered by collective bargaining agreements. The Agreements with the employees covered by the Laborers' International Union of North America ("LIUNA"), the International Association of Firefighters (IAFF) and the Coastal Florida Police Benevolent Association (PBA) extend through September 30, 2024. The Agreements covering police lieutenants (PBA) and fire district chiefs (Teamsters) expire September 30, 2023.

## NOTE 14 - FUTURE PRONOUNCEMENTS

1. GASB Statement No. 101, *Compensated Absences*:

   - Updates the recognition and measurement guidance for compensated absences by:
     - Aligning the recognition and measurement guidance under a unified model
     - Amending certain previously required disclosures
   - Amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability

2. GASB Statement No. 100, *Accounting Changes and Error Corrections* – an amendment of GASB Statement No. 62

   - Enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability
   - Requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature
   - Addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI)

3. GASB Statement No. 91, *Conduit Debt Obligations*

   - Clarifies the existing definition of conduit debt obligation (CDO)
   - Establishes that a CDO is not a liability of the issuer
   - Establishes standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with CDOs
   - Improves note disclosures related to CDOs

4. GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*

   GASB 94:

   - Defines and establishes criteria for public-private and public-public partnerships (PPPs)
   - Defines and establishes certain criteria where service concession arrangements are considered PPPs
   - Defines and establishes criteria for availability payment arrangements (APA)

**NOTE 14 - FUTURE PRONOUNCEMENTS *(Continued)***

5. GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*,

   GASB 96:

   - Defines and establishes criteria for subscription-based information technology arrangements (SBITAs)
   - Defines and establishes certain criteria where a SBITA results in a right-to-use subscription asset (an intangible asset) and a corresponding subscription liability
   - Provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA
   - Requires note disclosures regarding SBITAs

The City is currently evaluating the effects that these statements will have on its 2023 financial statements.

The guidance most likely to have the most significant impact on the City's financial statements is No. 96 "Subscription Based Information Technology Arrangements". The objective of this guidance is to improve financial reporting by establishing a definition for SBITAs and providing uniform guidance for accounting and financial reporting for transactions that meet that definition. That definition and uniform guidance will result in greater consistency in practice. This Statement also will enhance the relevance and reliability of a government's financial statements by requiring a government to report a subscription asset and subscription liability for a SBITA and to disclose essential information about the arrangement. The disclosures will allow users to understand the scale and important aspects of a government's SBITA activities and evaluate a government's obligations and assets resulting from SBITAs. Management will continue the process of determining what, if any, impact the implementation of the guidance will have on the City's financial statements.

The pronouncements that the City will be evaluating include: *GASB Statements 96, 100 and 101.*

REQUIRED SUPPLEMENTARY INFORMATION OTHER THAN

MANAGEMENT'S DISCUSSION AND ANALYSIS

# City of Cocoa, Florida
## Required Pension Supplementary Information - Schedule of Proportionate Share of Net Pension Liability - Florida Retirement System
## Last Ten Fiscal Years*

**Florida Retirement System (FRS)**

| | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|
| City's proportion of the collective net pension liability | 0.0407% | 0.0376% | 0.3620% | 0.0351% | 0.0339% |
| City's proportionate share of the collective net pension liability | $ 15,131,997 | $ 2,838,374 | $ 15,690,345 | $ 12,093,584 | $ 10,208,790 |
| City's covered payroll | 18,513,300 | 16,136,917 | 16,151,468 | 15,476,496 | 14,746,847 |
| City's proportionate share of the collective net pension liability as a percentage of its covered payroll | 81.74% | 17.59% | 97.15% | 78.14% | 69.23% |
| Plan fiduciary net position as a percentage of the total pension liability | 82.89% | 96.40% | 78.85% | 82.61% | 84.26% |

**Health Insurance Subsidy (HIS)**

| | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|
| City's proportion of the collective net pension liability | 0.0503% | 0.4520% | 0.0460% | 0.0459% | 0.0449% |
| City's proportionate share of the collective net pension liability | $ 5,331,330 | $ 5,545,688 | $ 5,618,912 | $ 5,144,901 | $ 4,744,957 |
| City's covered payroll | 18,513,300 | 16,136,917 | 16,151,468 | 15,476,496 | 14,746,847 |
| City's proportionate share of the collective net pension liability as a percentage of its covered payroll | 28.80% | 34.37% | 34.79% | 33.24% | 32.18% |
| Plan fiduciary net position as a percentage of the total pension liability | 4.81% | 3.56% | 3.00% | 2.63% | 2.15% |

*GASB 67 requires information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information only for the years for which information is available. The City implemented GASB 68 for the fiscal year ended September 30, 2015.

Note 1: The Plan's fiduciary net position as a percentage of the total pension liability is published in Note 4 of the Plan's Annual Comprehensive Financial Report.

Note 2: The amounts presented for each fiscal year were determined as of 6/30, the measurement date.

**City of Cocoa, Florida**
**Required Pension Supplementary Information - Schedule of Proportionate Share of Net Pension Liability - Florida Retirement System**
**Last Ten Fiscal Years***

| 2017 | 2016 | 2015 |
|---|---|---|
| 0.0329% | 0.0290% | 0.0309% |
| $ 9,723,144 | $ 7,318,096 | $ 3,984,745 |
| $ 12,997,287 | $ 13,039,745 | $ 10,982,455 |
| 74.81% | 56.12% | 36.28% |
| 83.89% | 84.88% | 92.00% |

| 2017 | 2016 | 2015 |
|---|---|---|
| 0.0428% | 0.0385% | 0.0383% |
| $ 4,579,133 | $ 4,490,228 | $ 3,908,990 |
| $ 12,997,287 | $ 13,039,745 | $ 10,982,455 |
| 35.23% | 34.43% | 35.59% |
| 1.64% | 0.97% | 0.50% |

# City of Cocoa, Florida
## Required Pension Supplementary Information - Schedule of Contributions
## Florida Retirement System
## Last Ten Fiscal Years*

**Florida Retirement System (FRS)**

| | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|
| Contractually required contribution | $ 1,806,924 | $ 1,507,060 | $ 1,247,810 | $ 1,135,700 | $ 981,272 |
| Contributions in relation to the contractually required contribution | (1,806,924) | (1,507,060) | (1,247,810) | (1,135,700) | (981,272) |
| Contribution deficiency (excess) | $ - | $ - | $ - | $ - | $ - |
| City's covered payroll | $ 19,361,571 | $ 16,569,111 | $ 15,990,658 | $ 15,868,536 | $ 14,757,014 |
| Contributions as a percentage of covered payroll | 9.33% | 9.10% | 7.80% | 7.16% | 6.65% |

**Health Insurance Subsidy (HIS)**

| | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|
| Contractually required contribution | $ 317,509 | $ 272,665 | $ 262,719 | $ 262,384 | $ 242,596 |
| Contributions in relation to the contractually required contribution | (317,509) | (272,665) | (262,719) | (262,384) | (242,596) |
| Contribution deficiency (excess) | $ - | $ - | $ - | $ - | $ - |
| City's covered payroll | $ 19,361,571 | $ 16,569,111 | $ 15,990,658 | $ 15,868,356 | $ 14,757,014 |
| Contributions as a percentage of covered payroll | 1.64% | 1.65% | 1.64% | 1.65% | 1.64% |

*GASB 67 requires information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information only for the years for which information is available. The City implemented GASB 68 for the fiscal year ended September 30, 2015.

Note 1: Amounts are presented as of 9/30, the report date.

**City of Cocoa, Florida**
**Required Pension Supplementary Information - Schedule of Contributions**
**Florida Retirement System**
**Last Ten Fiscal Years***

| 2017 | 2016 | 2015 |
|---|---|---|
| $ 883,954 | $ 823,709 | $ 824,677 |
| (883,954) | (823,709) | (824,677) |
| $ - | $ - | $ - |
| $ 13,532,920 | $ 12,170,167 | $ 10,982,455 |
| 6.53% | 6.77% | 7.51% |

| 2017 | 2016 | 2015 |
|---|---|---|
| $ 235,608 | $ 216,473 | $ 10,524 |
| (235,608) | (216,473) | (10,524) |
| $ - | $ - | $ - |
| $ 13,532,920 | $ 12,170,167 | $ 10,982,455 |
| 1.74% | 1.78% | 0.10% |

## City of Cocoa, Florida
## Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios *(Continued)*
## Last Ten Fiscal Years*

**Firefighters' Pension Plan**

| | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|
| **Total Pension Liability** | | | | | |
| Service Cost | $ 654,506 | $ 556,470 | $ 550,549 | $ 485,600 | $ 517,114 |
| Interest | 2,256,795 | 2,275,166 | 2,223,242 | 2,188,638 | 2,105,795 |
| Change in Excess State Money | | - | - | - | - |
| Changes of Benefit Terms | - | 31,623 | - | 18,691 | - |
| Differences between Expected and Actual Experience | 489,683 | (916,111) | 384,149 | (415,884) | 556,795 |
| Changes of Assumptions | - | 1,253,913 | (135,092) | 949,138 | (129,772) |
| Benefit Payments, Including Refund of Employee Contributions | (1,798,626) | (2,280,287) | (1,675,774) | (1,771,291) | (1,539,253) |
| Net Change in Total Pension Liability | 1,602,358 | 920,774 | 1,347,074 | 1,454,892 | 1,510,679 |
| Total Pension Liability - Beginning | 31,808,367 | 30,887,593 | 29,540,519 | 28,085,627 | 26,574,948 |
| Total Pension Liability - Ending (a) | 33,410,725 | 31,808,367 | 30,887,593 | 29,540,519 | 28,085,627 |
| **Plan Fiduciary Net Position** | | | | | |
| Contributions - Employer | 1,566,455 | 1,587,758 | 1,517,830 | 1,351,865 | 1,279,709 |
| Contributions - State | 142,337 | 124,461 | 112,427 | 105,146 | 109,866 |
| Contributions - Employee | 159,517 | 143,812 | 140,965 | 143,125 | 142,644 |
| Net Investment Income | (4,721,923) | 5,932,181 | 1,605,655 | 472,802 | 2,019,990 |
| Benefit Payments, Including Refunds of Employee Contributions | (1,798,626) | (2,280,287) | (1,675,774) | (1,771,291) | (1,539,253) |
| Administrative Expense | (82,247) | (80,803) | (77,293) | (100,198) | (88,571) |
| Net Change in Plan Fiduciary Net Position | (4,734,487) | 5,427,122 | 1,623,810 | 201,449 | 1,924,385 |
| Plan Fiduciary Net Position - Beginning | 27,548,038 | 22,120,916 | 20,497,106 | 20,295,657 | 18,371,272 |
| Plan Fiduciary Net Position - Ending (b) | 22,813,551 | 27,548,038 | 22,120,916 | 20,497,106 | 20,295,657 |
| Net Pension Liability - Ending (a) - (b) | $ 10,597,174 | $ 4,260,329 | $ 8,766,677 | $ 9,043,413 | $ 7,789,970 |
| Plan Fiduciary Net Position as a Percentage of the Total Pension Liability | 68.28% | 86.61% | 71.61% | 69.39% | 72.26% |
| Covered Payroll | $ 2,454,101 | $ 2,212,494 | $ 2,168,687 | $ 2,201,921 | $ 2,194,527 |
| Net Pension Liability as a Percentage of Covered Payroll | 431.81% | 192.56% | 404.30% | 410.71% | 354.97% |

* The amounts presented for each fiscal year were determined as of September 30. The City implemented GASB Statement No. 67 for the fiscal year ending September 30, 2014. As a result the City is presenting information only for the years for which the information is available.

Notes to the schedules:
(1) The Covered Payroll numbers shown are in compliance with GASB 82, except for the September 30, 2015 measurement period which includes DROP payroll.

**City of Cocoa, Florida**
**Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios *(Continued)***
**Last Ten Fiscal Years***

| 2017 | 2016 | 2015 | 2014 |
|---|---|---|---|
| $ 497,902 | $ 437,785 | $ 428,719 | $ 433,714 |
| 1,964,536 | 1,793,566 | 1,712,414 | 1,731,706 |
| - | - | - | 34,809 |
| - | - | (1,070,557) | - |
| 786,130 | 494,099 | 7,133 | - |
| - | 1,122,630 | - | - |
| (1,464,836) | (2,077,311) | (1,309,918) | (1,352,119) |
| 1,783,732 | 1,770,769 | (232,209) | 848,110 |
| 24,791,216 | 23,020,447 | 23,252,656 | 22,404,546 |
| 26,574,948 | 24,791,216 | 23,020,447 | 23,252,656 |
| 1,306,976 | 1,391,074 | 1,442,906 | 1,720,919 |
| 130,749 | 115,233 | 128,299 | 129,468 |
| 146,845 | 152,199 | 140,228 | 134,687 |
| 1,977,411 | 1,340,094 | (79,330) | 1,370,989 |
| (1,464,836) | (2,077,311) | (1,309,918) | (1,352,119) |
| (63,579) | (84,495) | (95,930) | (56,334) |
| 2,033,566 | 836,794 | 226,255 | 1,947,610 |
| 16,337,706 | 15,500,912 | 15,274,657 | 13,327,047 |
| 18,371,272 | 16,337,706 | 15,500,912 | 15,274,657 |
| $ 8,203,676 | $ 8,453,510 | $ 7,519,535 | $ 7,977,999 |
| 69.13% | 65.90% | 67.34% | 65.69% |
| $ 2,259,154 | $ 2,341,531 | $ 2,257,178 | $ 2,072,106 |
| 363.13% | 361.02% | 333.14% | 385.02% |

# City of Cocoa, Florida
## Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios *(Continued)*
## Last Ten Fiscal Years*

| | General Employees' Pension Plan | | | | |
|---|---|---|---|---|---|
| | 2022 | 2021 | 2020 | 2019 | 2018 |
| **Total Pension Liability** | | | | | |
| Service Cost | $ - | $ - | $ 10,118 | $ 8,673 | $ 16,218 |
| Interest | 997,820 | 1,026,769 | 1,090,679 | 1,146,191 | 1,180,886 |
| Differences between Expected and Actual Experience | (770,285) | (137,270) | (649,539) | (449,972) | (353,443) |
| Changes of Assumptions | - | - | 212,596 | 303,069 | - |
| Benefit payments, including Refunds of Employee Contributions | (1,125,606) | (1,517,538) | (1,218,899) | (1,469,442) | (1,194,075) |
| Net Change in Total Pension Liability | (898,071) | (628,039) | (555,045) | (461,481) | (350,414) |
| Total Pension Liability - Beginning | 15,455,639 | 16,083,678 | 16,638,723 | 17,100,204 | 17,450,618 |
| Total Pension Liability - Ending (a) | 14,557,568 | 15,455,639 | 16,083,678 | 16,638,723 | 17,100,204 |
| **Plan Fiduciary Net Position** | | | | | |
| Contributions - Employer | 189,622 | 218,100 | 342,201 | 540,614 | 585,825 |
| Contributions - Employee | - | - | 1,101 | 3,631 | 3,954 |
| Net Investment Income | (2,349,671) | 3,162,718 | 1,408,014 | 364,341 | 1,525,741 |
| Benefit Payments, Including Refunds of Employee Contributions | (1,125,606) | (1,517,538) | (1,218,899) | (1,469,442) | (1,194,075) |
| Administrative Expense | (63,441) | (58,758) | (61,707) | (69,029) | (65,202) |
| Net Change in Plan Fiduciary Net Position | (3,349,096) | 1,804,522 | 470,710 | (629,885) | 856,243 |
| Plan Fiduciary Net Position - Beginning | 16,232,820 | 14,428,298 | 13,957,588 | 14,587,473 | 13,731,230 |
| Plan Fiduciary Net Position - Ending (b) | 12,883,724 | 16,232,820 | 14,428,298 | 13,957,588 | 14,587,473 |
| Net Pension Liability (Asset)- Ending (a) - (b) | $ 1,673,844 | $ (777,181) | $ 1,655,380 | $ 2,681,135 | $ 2,512,731 |
| Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset) | 88.50% | 105.03% | 89.71% | 83.89% | 85.31% |
| Covered Payroll | N/A | N/A | $ 22,014 | $ 79,071 | $ 79,071 |
| Net Pension Liability (Asset) as a Percentage of Covered Payroll | | N/A | 7519.67% | 3390.79% | 3177.82% |

*GASB 67 requires information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information only for the years for which information is available.

Notes to the schedules:
(1) The Covered Payroll numbers shown are in compliance with GASB 82, except for the September 30, 2015 measurement period which includes DROP payroll.
(2) As of 9/30/2021, there are no longer any active employees in the General Pension Plan.

**City of Cocoa, Florida**
**Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios *(Continued)***
**Last Ten Fiscal Years***

| 2017 | 2016 | 2015 | 2014 |
|---|---|---|---|
| $ 14,181 | $ 29,795 | $ 42,355 | $ 47,142 |
| 1,249,866 | 1,188,448 | 1,212,220 | 1,212,422 |
| (810,338) | 90,981 | (148,809) | - |
| 320,883 | 1,307,508 | 280,514 | - |
| (1,338,089) | (1,265,867) | (1,261,866) | (1,253,011) |
| (563,497) | 1,350,865 | 124,414 | 6,553 |
| 18,014,115 | 16,663,250 | 16,538,836 | 16,532,283 |
| 17,450,618 | 18,014,115 | 16,663,250 | 16,538,836 |
| 622,133 | 651,442 | 711,229 | 789,489 |
| 4,993 | 8,293 | 11,199 | 14,167 |
| 1,621,502 | 1,014,663 | 88,087 | 1,269,824 |
| (1,338,089) | (1,265,867) | (1,261,866) | (1,253,011) |
| (58,842) | (58,000) | (63,707) | (48,959) |
| 851,697 | 350,531 | (515,058) | 771,510 |
| 12,879,533 | 12,529,002 | 13,044,060 | 12,272,550 |
| 13,731,230 | 12,879,533 | 12,529,002 | 13,044,060 |
| $ 3,719,388 | $ 5,134,582 | $ 4,134,248 | $ 3,494,776 |
| 78.69% | 71.50% | 75.19% | 78.87% |
| $ 99,870 | $ 165,865 | $ 360,114 | $ 282,176 |
| 3724.23% | 3095.64% | 1148.04% | 1238.51% |

# City of Cocoa, Florida
## Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios *(Continued)*
## Last Ten Fiscal Years*

**Police Officers' Pension Plan**

| | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|
| **Total Pension Liability** | | | | | |
| Service Cost | $ 718,347 | $ 637,629 | $ 676,591 | $ 622,141 | $ 674,529 |
| Interest | 2,692,421 | 2,668,887 | 2,580,719 | 2,416,957 | 2,446,824 |
| Changes of Benefit Terms | | - | - | - | 308,630 |
| Differences between Expected and Actual Experience | 620,771 | (838,548) | 321,621 | 768,679 | (562,521) |
| Changes of Assumptions | - | 1,085,244 | (375,217) | - | 854,009 |
| Contributions - Buy Back | - | - | - | - | - |
| Benefit Payments, Including Refund of Employee Contributions | (1,854,898) | (2,309,607) | (1,668,734) | (1,688,734) | (1,750,601) |
| Net Change in Total Pension Liability | 2,176,641 | 1,243,605 | 1,534,980 | 2,119,043 | 1,970,870 |
| Total Pension Liability - Beginning | 37,345,945 | 36,102,340 | 34,567,360 | 32,448,317 | 30,477,447 |
| Total Pension Liability - Ending (a) | 39,522,586 | 37,345,945 | 36,102,340 | 34,567,360 | 32,448,317 |
| **Plan Fiduciary Net Position** | | | | | |
| Contributions - Employer | 543,654 | 693,459 | 815,347 | 867,341 | 829,616 |
| Contributions - State | 207,445 | 188,475 | 185,915 | 182,386 | 171,608 |
| Contributions - Employee | 248,755 | 236,028 | 220,107 | 212,363 | 208,055 |
| Contributions - Buy Back | - | - | - | - | - |
| Net Investment Income | (5,685,506) | 7,093,195 | 2,685,732 | 1,488,348 | 1,849,653 |
| Benefit Payments, Including Refunds of Employee Contributions | (1,854,898) | (2,309,607) | (1,668,734) | (1,688,734) | (1,750,601) |
| Administrative Expense | (102,164) | (82,625) | (81,326) | (95,675) | (80,644) |
| Net Change in Plan Fiduciary Net Position | (6,642,714) | 5,818,925 | 2,157,041 | 966,029 | 1,227,687 |
| Plan Fiduciary Net Position - Beginning | 39,321,429 | 33,502,504 | 31,345,463 | 30,379,434 | 29,151,747 |
| Plan Fiduciary Net Position - Ending (b) | 32,678,715 | 39,321,429 | 33,502,504 | 31,345,463 | 30,379,434 |
| Net Pension Liability (Asset) - Ending (a) - (b) | $ 6,843,871 | $ (1,975,484) | $ 2,599,836 | $ 3,221,897 | $ 2,068,883 |
| Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset) | 82.68% | 105.29% | 92.80% | 90.68% | 93.62% |
| Covered Payroll | $ 3,827,002 | $ 3,631,200 | $ 3,386,265 | $ 3,267,124 | $ 3,200,845 |
| Net Pension Liability (Asset) as a Percentage of Covered Payroll | 178.83% | -54.40% | 76.78% | 98.62% | 64.64% |

* The amounts presented for each fiscal year were determined as of September 30. The City implemented GASB Statement No. 67 for the fiscal year ending September 30, 2014. As a result the City is presenting information only for the years for which the information is available.

Notes to the schedules:
(1) The Covered Payroll numbers shown are in compliance with GASB 82, except for the September 30, 2015 measurement period which includes DROP payroll.
(2) For measurement date 9/30/21, the investment rate of return was lowered from 7.5% to 7.25% per year, net of investment related expense.

**City of Cocoa, Florida**
**Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios *(Continued)***
**Last Ten Fiscal Years***

| 2017 | 2016 | 2015 | 2014 |
|---|---|---|---|
| $ 635,256 | $ 618,297 | $ 618,844 | $ 674,987 |
| 2,321,762 | 2,201,265 | 2,131,633 | 2,089,717 |
| - | - | (997,832) | - |
| 153,793 | (374,962) | (513,866) | - |
| - | 1,036,841 | - | - |
| - | 10,045 | 6,362 | - |
| (2,040,254) | (1,964,221) | (1,414,928) | (958,641) |
| 1,070,557 | 1,527,265 | (169,787) | 1,806,063 |
| 29,406,890 | 27,879,625 | 28,049,412 | 26,243,349 |
| 30,477,447 | 29,406,890 | 27,879,625 | 28,049,412 |
| 586,260 | 943,008 | 1,052,280 | 1,247,515 |
| 154,134 | 146,531 | 135,036 | 137,207 |
| 195,078 | 206,653 | 197,582 | 188,931 |
| - | 10,045 | 6,362 | - |
| 2,676,958 | 2,337,754 | (751,053) | 2,455,052 |
| (2,040,254) | (1,964,221) | (1,414,928) | (958,641) |
| (65,640) | (68,661) | (70,689) | (64,627) |
| 1,506,536 | 1,611,109 | (845,410) | 3,005,437 |
| 27,645,211 | 26,034,102 | 26,879,512 | 23,874,075 |
| 29,151,747 | 27,645,211 | 26,034,102 | 26,879,512 |
| $ 1,325,700 | $ 1,761,679 | $ 1,845,523 | $ 1,169,900 |
| 95.65% | 94.01% | 93.38% | 95.83% |
| $ 3,001,194 | $ 3,179,278 | $ 3,657,284 | $ 2,906,638 |
| 44.17% | 55.41% | 50.46% | 40.25% |

# City of Cocoa, Florida
## Required Other Supplementary Information - Schedule of Contributions
## Last Ten Fiscal Years*

| | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|
| Firefighters' Pension Plan | | | | | |
| Actuarially Determined Contribution | $ 1,699,711 | $ 1,696,098 | $ 1,628,901 | $ 1,457,011 | $ 1,389,575 |
| Contributions in Relation to the Actuarially Determined Contributions | (1,708,792) | (1,712,219) | (1,628,901) | (1,457,011) | (1,389,575) |
| Contribution Deficiency (Excess) | $ (9,081) | $ (16,121) | $ - | $ - | $ - |
| Covered Payroll | $ 2,454,101 | $ 2,212,494 | $ 2,168,687 | $ 2,201,921 | $ 2,194,527 |
| Contributions as a Percentage of Covered Payroll | 69.63% | 77.39% | 75.11% | 66.17% | 63.32% |
| General Employees' Pension Plan | | | | | |
| Actuarially Determined Contribution | $ 189,622 | $ 236,082 | $ 342,201 | $ 522,632 | $ 585,687 |
| Contributions in Relation to the Actuarially Determined Contributions | (189,622) | (218,100) | (342,201) | (540,614) | (585,825) |
| Contribution Deficiency (Excess) | $ - | $ 17,982 | $ - | $ (17,982) | $ (138) |
| Covered Payroll | N/A | N/A | $ 22,014 | $ 79,071 | $ 79,071 |
| Contributions as a Percentage of Covered Payroll | N/A | N/A | 1554.47% | 660.97% | 740.71% |
| Police Officers' Pension Plan | | | | | |
| Actuarially Determined Contribution | $ 765,400 | $ 868,583 | $ 958,990 | $ 1,049,727 | $ 1,001,224 |
| Contributions in Relation to the Actuarially Determined Contributions | (751,099) | (881,934) | (1,001,262) | (1,049,727) | (1,001,224) |
| Contribution Deficiency (Excess) | $ 14,301 | $ (13,351) | $ (42,272) | $ - | $ - |
| Covered Employee Payroll | $ 3,827,002 | $ 3,631,200 | $ 3,386,265 | $ 3,267,124 | $ 3,200,845 |
| Contributions as a Percentage of Covered Payroll | 19.63% | 24.29% | 29.57% | 32.13% | 31.28% |

* GASB 67 requires information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information only for the years for which information is available. The City implemented GASB 67 for the fiscal year ended September 30, 2014.

Notes to the schedules:

(2) The Covered Payroll numbers shown are in compliance with GASB 82, except for the September 30, 2015 measurement period which includes DROP payroll. As of 9/30/21, there are no longer any active employees in the General Pension Plan.

## City of Cocoa, Florida
## Required Other Supplementary Information - Schedule of Contributions
## Last Ten Fiscal Years*

| 2017 | 2016 | 2015 | 2014 |
|---|---|---|---|
| $ 1,437,725 | $ 1,506,307 | $ 1,571,205 | $ 1,815,579 |
| (1,437,725) | (1,506,307) | (1,571,205) | (1,815,579) |
| $ - | $ - | $ - | $ - |
| $ 2,259,157 | $ 2,341,531 | $ 2,257,178 | $ 2,072,106 |
| 63.64% | 64.33% | 69.61% | 87.62% |
| $ 622,133 | $ 651,442 | $ 711,229 | $ 789,489 |
| (622,133) | (651,442) | (711,229) | (789,489) |
| $ - | $ - | $ - | $ - |
| $ 99,870 | $ 165,865 | $ 360,114 | $ 282,176 |
| 622.94% | 392.75% | 197.50% | 279.79% |
| $ 740,394 | $ 1,089,539 | $ 1,187,316 | $ 1,384,722 |
| (740,394) | (1,089,539) | (1,187,316) | (1,384,722) |
| $ - | $ - | $ - | $ - |
| $ 3,001,194 | $ 3,179,278 | $ 3,657,284 | $ 2,906,638 |
| 24.67% | 34.27% | 32.46% | 47.64% |

## City of Cocoa, Florida
## Required Other Pension Supplementary Information - Notes to Schedule

Notes to Schedule

Valuation Date: 10/01/2021

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fisal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

### FIREFIGHTERS' PENSION PLAN

| | |
|---|---|
| Valuation Date: | 10/01/2021 |
| Mortality | *Healthy Lives:*<br>Female: PubS.H-2010 (Below Median) for Employees, set forward one year.<br>Male: PubS.H-2010 (Below Median) for Employees, set forward one year.<br>*Beneficiary Lives:*<br>Female: PubG.H-2010 for Healthy Retirees.<br>Male: PubG.H-2010 for Healthy Retirees set back one year.<br>*Disabled Lives:*<br>Female: 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.<br>Male: 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees. |
| Interest Rate | 7.15% per year compounded annually, net of investment related expenses. |
| Retirement Age | Earlier of age 52 or the completion of 25 years of Credited Service if hired prior to 01/01/1999.<br>Earlier of age 52 with 10 years of service or the completion of 25 years of Credited Service if hired between 01/01/1999 and 11/08/2015.<br>Earlier of age 55 with 10 years of service or the completion of 25 years of Credited Service if hired after 11/08/2015. |
| Salary Increases | 10.0% for 0 years of service, 5.0% for 1-9 years of service, 4.5% for 10-14 years of service, 4.0% for 15 or more years of service. |
| Payroll Growth | None. |
| Cost of Living Increase | 3.0% per year beginning at age 65. |
| Funding Method | Entry Age Normal Actuarial Cost Method. |
| Asset Smoothing Methodology | The Actuarial Value of Assets is brought forward using the historical 4-year geometric average of Market Value Returns, net of fees. Over time, this may result in a de minimis bias that is above or below the Market Value of Assets. |

| Termination and Disability Rate Table<br>Years of Service / Age | % Terminating<br>During the Year | % Becoming Disabled<br>During the Year |
|---|---|---|
| 0-2 / 20 | 7.0% | 0.18% |
| 3+ / 30 | 0.0% | 0.23% |
| N/A / 40 | N/A | 0.38% |
| N/A / 50 | N/A | 1.25% |
| N/A / 60+ | N/A | 2.61% |

## GENERAL EMPLOYEES' PENSION PLAN

| | |
|---|---|
| Valuation Date: | 10/01/2021 |
| Mortality | *Healthy Lives:*<br>Female: PubG.H-2010 (Above Median) for Healthy Retirees.<br>Male: PubG.H-2010 for Healthy Retirees, set back one year.<br>*Beneficiary Lives:*<br>Female: PubG.H-2010 for Healthy Retirees.<br>Male: PubG.H-2010 (Above Median) for Healthy Retirees, set back one year.<br>*Disabled Lives:*<br>Female: PubG.H-2010 for Disabled Retirees, set forward three years.<br>Male: PubG.H-2010 for Disabled Retirees, set forward three years. |
| Interest Rate | 6.70% per year compounded annually, net of investment related expenses. |
| Retirement Age | Age 50 and 25 years of Credited Service, or age 57 (age 57 and 10 years of service if hired after 3/31/94). |
| Early Retirement | Age 55 and 10 years of credited service. |
| Payroll Growth | None. |
| Cost of Living Increase | 3.0% per year beginning at age 65. |
| Funding Method | Entry Age Normal Actuarial Cost Method. An interest load equal to 1 year has been applied for determination of required sponsor contributions. |
| Asset Valuation Method | Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value Returns, net of fees. It is possible that over time this technique will produce an insignificant bias above or below Market Value. |
| Termination and Disability Rate Table | The Plan has no active members therefore termination and disability rates do not apply. |

## POLICE OFFICERS' PENSION PLAN

| | |
|---|---|
| Valuation Date: | 10/01/2021 |
| Mortality | *Healthy Lives:*<br>Female: PubS.H-2010 (Below Median) for Employees, set forward one year.<br>Male: PubS.H-2010 (Below Median) for Employees, set forward one year.<br>*Beneficiary Lives:*<br>Female: PubG.H-2010 for Healthy Retirees.<br>Male: PubG.H-2010 for Healthy Retirees.<br>*Disabled Lives:*<br>Female: 80% PubG.H-2010 for Disabled Retirees / 20% Pub S.H-2010 for Disabled Retirees.<br>Male: 80% PubG.H-2010 for Disabled Retirees / 20% Pub S.H-2010 for Disabled Retirees. |
| Interest Rate | 7.25% per year compounded annually, net of investment related expenses. |
| Retirement Age | Earlier of: 1) Age 50 with 10 years of Credited Service, or 2) 25 years of Credited Service, regardless of age. |
| Salary Increases | 6.5% for 0 years of service, 4.5% for 1 to 5 years of service, 4.0% for 6 or more<br>years of service. |
| Payroll Growth | None. |
| Cost of Living Increase | 3.0% per year beginning at age 65. |
| Funding Method | Entry Age Normal Actuarial Cost Method. |
| Asset Smoothing Methodology | The Actuarial Value of Assets is brought forward using the historical 4-year geometric average of Market Value Returns, net of fees. Over time, this may result in a de minimis bias that is above or below the Market Value of Assets. |

Termination and Disability

| Rate Table<br>Years of Service / Age | % Terminating<br>During the Year | % Becoming Disabled<br>During the Year |
|---|---|---|
| 0-1 / 20 | 17.0% | 0.14% |
| 2 / 30 | 10.0% | 0.18% |
| 3-19 / 40 | 4.0% | 0.30% |
| 20+ / 50 | 0.0% | 1.00% |
| N/A / 60+ | N/A | 2.09% |

# City of Cocoa, Florida
## Required Other Pension Supplementary Information - Schedule of Investment Returns
## Last Ten Fiscal Years*

| | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 |
|---|---|---|---|---|---|---|---|---|---|
| Annual Money-Weighted Rate of Return | | | | | | | | | |
| Net of Investment Expense | | | | | | | | | |
| Firefighters' Pension Plan | -17.24% | 27.25% | 7.89% | 2.36% | 11.12% | 12.23% | 9.03% | -0.19% | 10.29% |
| General Employees' Pension Plan | -14.82% | 22.57% | 10.26% | 2.59% | 11.42% | 13.04% | 8.39% | 0.69% | 10.60% |
| Police Officers' Pension Plan | -14.54% | 21.38% | 8.55% | 4.93% | 6.41% | 9.83% | 9.11% | -2.80% | 10.27% |

* The amounts presented for each fiscal year were determined as of September 30. GASB 67 requires information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information only for the years for which information is available.

## City of Cocoa, Florida
## Schedule of Changes in the City's Total OPEB Liability and Related Ratios
## Last Ten Fiscal Years*

| | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|
| **Total OPEB Liability** | | | | | |
| Service Cost | $ 1,116,296 | $ 1,156,667 | $ 858,707 | $ 950,505 | $ 1,007,663 |
| Interest on the Total OPEB Liability | 785,136 | 1,089,009 | 1,279,470 | 1,197,534 | 1,092,025 |
| Changes in benefit terms | - | - | 56,557 | (12,150) | - |
| Difference between expected and actual experience of the Total OPEB Liability | - | (1,838,517) | - | 788,341 | - |
| Changes of assumptions and other inputs | 838,504 | (6,054,967) | 5,055,380 | (2,334,802) | (1,867,983) |
| Benefit payments | (1,290,637) | (1,377,173) | (1,331,321) | (1,281,410) | (1,090,399) |
| **Net Change in Total OPEB Liability** | 1,449,299 | (7,024,981) | 5,918,793 | (691,982) | (858,694) |
| **Total OPEB Liability (Beginning)** | 32,107,281 | 39,132,262 | 33,213,469 | 33,905,451 | 34,764,145 |
| **Total OPEB Liability (Ending)** | $ 33,556,580 | $ 32,107,281 | $ 39,132,262 | $ 33,213,469 | $ 33,905,451 |
| Covered Employee Payroll at Measurement Period | $ 22,224,560 | $ 19,179,731 | $ 22,758,924 | $ 21,560,496 | $ 21,096,736 |
| Total OPEB Liability as a Percentage of Covered Employee Payroll | 150.99% | 167.40% | 171.94% | 154.05% | 160.71% |

* GASB Statement No. 75 was implemented during the Fiscal Year 2018. GASB 75 requires information for 10 years. However, until a full 10-year trend is compiled, the City is only presenting information for the years for which information is available.

The discount rate was changed from 2.41% as of the beginning of the measurement period to 2.19% as of September 30, 2022 to reflect the changes in yields on the 20-year general obligation bonds between Spetember 30, 2020 and September 30, 2021.
There are no assets accumulated in a trust for Other Post-Employment Benefits. The City utilizes a pay-as-you-go method of funding.

# City of Cocoa, Florida
# Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - General Fund
# Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Taxes | $ 11,054,437 | $ 11,054,437 | $ 11,361,377 | $ 306,940 |
| Special assessments | 3,055,407 | 3,055,407 | 3,119,213 | 63,806 |
| Licenses and permits | 1,604,402 | 1,604,402 | 2,055,611 | 451,209 |
| Intergovernmental | 2,611,263 | 3,019,811 | 3,484,349 | 464,538 |
| Charges for services | 13,797,845 | 6,759,269 | 7,456,969 | 697,700 |
| Fines and forfeitures | 14,000 | 14,000 | 40,941 | 26,941 |
| Interest earnings/(loss) | 203,300 | 203,300 | (264,848) | (468,148) |
| Miscellaneous | 426,858 | 388,567 | 642,856 | 254,289 |
| Total revenues | 32,767,512 | 26,099,193 | 27,896,468 | 1,797,275 |
| **Expenditures:** | | | | |
| Category: | | | | |
| City council: | | | | |
| Personal services | 114,689 | 61,132 | 38,337 | 22,795 |
| Operating expenditures | 80,216 | 42,757 | 16,843 | 25,914 |
| | 194,905 | 103,889 | 55,180 | 48,709 |
| City manager: | | | | |
| Personal services | 772,312 | 402,169 | 188,327 | 213,842 |
| Operating expenditures | 89,320 | 57,336 | 10,829 | 46,507 |
| | 861,632 | 459,505 | 199,156 | 260,349 |
| Information technology: | | | | |
| Personal services | 879,511 | 501,603 | 301,097 | 200,506 |
| Operating expenditures | 1,269,084 | 676,012 | 363,809 | 312,203 |
| Capital outlay | - | 44,179 | 253,667 | (209,488) |
| | 2,148,595 | 1,221,794 | 918,573 | 303,221 |
| General accounting: | | | | |
| Personal services | 1,080,348 | 717,742 | 354,264 | 363,478 |
| Operating expenditures | 25,885 | 28,296 | 8,832 | 19,464 |
| | 1,106,233 | 746,038 | 363,096 | 382,942 |
| Purchasing: | | | | |
| Personal services | 285,367 | 153,893 | 94,784 | 59,109 |
| Operating expenditures | 10,190 | 5,431 | 1,866 | 3,565 |
| | 295,557 | 159,324 | 96,650 | 62,674 |
| Utility accounting: | | | | |
| Personal services | 1,365,330 | 784,427 | 450,578 | 333,849 |
| Operating expenditures | 761,400 | 409,076 | 221,333 | 187,743 |
| Capital outlay | - | 38,088 | 35,719 | 2,369 |
| | 2,126,730 | 1,231,591 | 707,630 | 523,961 |
| General operations: | | | | |
| Personal services | 1,872,826 | 792,976 | 722,647 | 70,329 |
| Operating expenditures | 2,225,843 | 2,868,346 | 820,040 | 2,048,306 |
| Grants and Other Aids | 1,174,996 | 1,174,996 | 1,105,744 | 69,252 |
| | 5,273,665 | 4,836,318 | 2,648,431 | 2,187,887 |
| Emergency disaster: | | | | |
| Personal services | - | 82,402 | 82,397 | 5 |
| Operating expenditures | 58,900 | 16,301 | 280 | 16,021 |
| | 58,900 | 98,703 | 82,677 | 16,026 |
| Human resources: | | | | |
| Personal services | 657,532 | 371,938 | 234,773 | 137,165 |
| Operating expenditures | 22,350 | 13,352 | 7,160 | 6,192 |
| | 679,882 | 385,290 | 241,933 | 143,357 |
| City clerk: | | | | |
| Personal services | 232,247 | 133,185 | 82,142 | 51,043 |
| Operating expenditures | 20,969 | 11,177 | 4,769 | 6,408 |
| | 253,216 | 144,362 | 86,911 | 57,451 |



The accompanying note to required supplementary information is an integral part of this schedule.

# City of Cocoa, Florida
## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - General Fund (Continued)
## Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Expenditures:** | | | | |
| Category: | | | | |
| Community services administration: | | | | |
| Personal services | 692,916 | 758,469 | 435,342 | 323,127 |
| Operating expenditures | 43,180 | 175,025 | 96,157 | 78,868 |
| Grants and Other Aids | 2,500 | 2,500 | - | 2,500 |
| Capital outlay | - | 1,208,621 | 458,621 | 750,000 |
| | 738,596 | 2,144,615 | 990,120 | 1,154,495 |
| Fleet maintenance: | | | | |
| Personal services | 573,132 | 338,381 | 204,181 | 134,200 |
| Operating expenditures | 208,294 | 111,026 | 61,860 | 49,166 |
| Capital outlay | 103,000 | 353,986 | 341,815 | 12,171 |
| | 884,426 | 803,393 | 607,856 | 195,537 |
| Facility management: | | | | |
| Personal services | 690,425 | 390,363 | 240,634 | 149,729 |
| Operating expenditures | 813,830 | 399,169 | 205,647 | 193,522 |
| Capital outlay | 99,060 | 521,056 | 319,650 | 201,406 |
| | 1,603,315 | 1,310,588 | 765,931 | 544,657 |
| Total General Government | 16,225,652 | 13,645,410 | 7,764,144 | 5,881,266 |
| Police administration: | | | | |
| Personal services | 7,606,659 | 7,673,353 | 7,356,892 | 316,461 |
| Operating expenditures | 1,055,663 | 1,145,308 | 989,375 | 155,933 |
| Capital outlay | 443,048 | 457,595 | 457,595 | - |
| | 9,105,370 | 9,276,256 | 8,803,862 | 472,394 |
| Police communications: | | | | |
| Personal services | 1,337,813 | 1,349,312 | 1,196,711 | 152,601 |
| Operating expenditures | 136,586 | 235,136 | 210,849 | 24,287 |
| Capital outlay | 106,757 | - | - | - |
| | 1,581,156 | 1,584,448 | 1,407,560 | 176,888 |
| Police code enforcement: | | | | |
| Personal services | 329,414 | 404,850 | 343,140 | 61,710 |
| Operating expenditures | 58,505 | 49,840 | 41,674 | 8,166 |
| | 387,919 | 454,690 | 384,814 | 69,876 |
| Fire department administration: | | | | |
| Personal services | 646,228 | 687,608 | 687,610 | (2) |
| Operating expenditures | 51,287 | 31,383 | 30,156 | 1,227 |
| Capital outlay | 38,725 | 45,340 | 43,158 | 2,182 |
| | 736,240 | 764,331 | 760,924 | 3,407 |
| Fire department operations: | | | | |
| Personal services | 5,109,082 | 5,282,902 | 5,282,901 | 1 |
| Operating expenditures | 923,779 | 937,195 | 812,018 | 125,177 |
| Capital outlay | 88,000 | 93,464 | 92,464 | 1,000 |
| | 6,120,861 | 6,313,561 | 6,187,383 | 126,178 |
| Total Public Safety | 17,931,546 | 18,393,286 | 17,544,543 | 848,743 |



The accompanying note to required supplementary information is an integral part of this schedule.

# City of Cocoa, Florida
## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - General Fund (Continued)
## Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Expenditures:** | | | | |
| Category: | | | | |
| Leisure services: | | | | |
| Personal services | 363,950 | 380,295 | 344,977 | 35,318 |
| Operating expenditures | 54,220 | 56,072 | 40,299 | 15,773 |
| | 418,170 | 436,367 | 385,276 | 51,091 |
| Parks and beautification: | | | | |
| Personal services | 885,262 | 947,996 | 869,608 | 78,388 |
| Operating expenditures | 741,102 | 710,962 | 605,331 | 105,631 |
| Capital outlay | 90,288 | 632,792 | 473,778 | 159,014 |
| | 1,716,652 | 2,291,750 | 1,948,717 | 343,033 |
| Total Recreation | 2,134,822 | 2,728,117 | 2,333,993 | 394,124 |
| Economic development: | | | | |
| Personal services | 189,016 | 156,235 | 156,234 | 1 |
| Operating expenditures | 27,592 | 42,545 | 31,970 | 10,575 |
| | 216,608 | 198,780 | 188,204 | 10,576 |
| Total Economic Development | 216,608 | 198,780 | 188,204 | 10,576 |
| Public works administration: | | | | |
| Personal services | 225,983 | 247,011 | 239,292 | 7,719 |
| Operating expenditures | 18,084 | 20,684 | 17,309 | 3,375 |
| Capital outlay | - | 25,000 | - | 25,000 |
| | 244,067 | 292,695 | 256,601 | 36,094 |
| Sanitation: | | | | |
| Operating expenditures | 2,829,638 | 2,942,014 | 2,942,013 | 1 |
| | 2,829,638 | 2,942,014 | 2,942,013 | 1 |
| Capital projects management: | | | | |
| Personal services | 180,247 | 184,631 | 171,121 | 13,510 |
| Operating expenditures | 60,752 | 195,112 | 66,004 | 129,108 |
| Capital outlay | 45,000 | 2,479,504 | 170,657 | 2,308,847 |
| | 285,999 | 2,859,247 | 407,782 | 2,451,465 |
| Total Physical Environment | 3,359,704 | 6,093,956 | 3,606,396 | 2,487,560 |
| Transportation: | | | | |
| Personal services | 359,641 | 337,265 | 286,032 | 51,233 |
| Operating expenditures | 758,198 | 770,756 | 583,397 | 187,359 |
| Capital outlay | 398,568 | 867,308 | 735,769 | 131,539 |
| | 1,516,407 | 1,975,329 | 1,605,198 | 370,131 |
| Total Transportation | 1,516,407 | 1,975,329 | 1,605,198 | 370,131 |
| Debt Service: | | | | |
| Debt Service Principal | - | - | 50,876 | (50,876) |
| Debt Service Interest | - | - | 820 | (820) |
| | - | - | 51,696 | (51,696) |
| Total Debt Service | - | - | 51,696 | (51,696) |
| Total expenditures | 41,384,739 | 43,034,878 | 33,094,174 | 9,940,704 |
| Excess (deficiency) of revenues over (under) expenditures | (8,617,227) | (16,935,685) | (5,197,706) | 11,737,979 |
| **Other Financing Sources (Uses):** | | | | |
| Transfers in | 10,202,649 | 11,431,579 | 12,695,338 | 1,263,759 |
| Transfers out | (1,749,088) | (1,935,775) | (1,935,776) | (1) |
| Proceeds from sales of capital assets | - | - | 42,206 | 42,206 |
| Lease proceeds | - | - | 213,323 | 213,323 |
| Net other financing sources (uses) | 8,453,561 | 9,495,804 | 11,015,091 | 1,519,287 |
| Net change in fund balance | (163,666) | (7,439,881) | 5,817,385 | 13,257,266 |
| Fund balances, beginning of year | 163,666 | 7,439,881 | 32,223,609 | 24,783,728 |
| Fund balances, end of year | $ - | $ - | $ 38,040,994 | $ 38,040,994 |



The accompanying note to required supplementary information is an integral part of this schedule.

# City of Cocoa, Florida
# Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Cocoa Redevelopment Agency
# Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Intergovernmental | $ 1,619,080 | $ 1,619,080 | $ 1,481,997 | $ (137,083) |
| Interest earnings/(loss) | - | - | 16,580 | 16,580 |
| Miscellaneous | 42,248 | 42,248 | 42,359 | 111 |
| Total revenues | 1,661,328 | 1,661,328 | 1,540,936 | (120,392) |
| **Expenditures:** | | | | |
| Economic development | 1,486,980 | 784,149 | 130,761 | 653,388 |
| Capital outlay | - | 743,289 | 1,354,864 | (611,575) |
| Principal | - | - | 57,799 | (57,799) |
| Interest | - | - | 2,715 | (2,715) |
| Total expenditures | 1,486,980 | 1,527,438 | 1,546,139 | (18,701) |
| Excess (deficiency) of revenues over (under) expenditures | 174,348 | 133,890 | (5,203) | (139,093) |
| Transfers in | - | - | 3,221 | 3,221 |
| Transfers out | (2,074,348) | (2,074,348) | (1,402,380) | 671,968 |
| Lease proceeds | - | - | 652,108 | 652,108 |
| Other financing sources | (2,074,348) | (2,074,348) | (747,051) | 1,327,297 |
| Net change in fund balance | (1,900,000) | (1,940,458) | (752,254) | 1,188,204 |
| **Fund balances, beginning of year** | 1,900,000 | 1,940,458 | 2,451,422 | 510,964 |
| **Fund balances, end of year** | $ - | $ - | $ 1,699,168 | $ 1,699,168 |

The accompanying note to required supplementary information is an integral part of this schedule.

# City of Cocoa, Florida
# Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - American Rescue Plan
# Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Intergovernmental | $ - | $ 3,316,892 | $ 761,141 | $ (2,555,751) |
| Interest earnings/(loss) | - | - | 10,217 | 10,217 |
| Total revenues | - | 3,316,892 | 771,358 | (2,545,534) |
| **Expenditures:** | | | | |
| General government | - | 191,435 | 61,434 | 130,001 |
| Economic development | - | 80,603 | 30,603 | 50,000 |
| Physical environment | - | 731,636 | - | 731,636 |
| Capital outlay | - | 2,313,218 | 669,105 | 1,644,113 |
| Total expenditures | - | 3,316,892 | 761,142 | 2,555,750 |
| Net change in fund balance | - | - | 10,216 | 10,216 |
| **Fund balances, beginning of year** | - | - | 3,266 | 3,266 |
| **Fund balances, end of year** | $ - | $ - | $ 13,482 | $ 13,482 |

The accompanying note to required supplementary information is an integral part of this schedule.

**CITY OF COCOA, FLORIDA**

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

**September 30, 2022**

## NOTE A - BUDGETARY INFORMATION

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior to September 1, the City Manager submits to the City Council a proposed budget for the fiscal year commencing the following October 1. The proposed budget includes proposed expenditures and the means of financing them. Complete copies of the proposed budget are open for public inspection until the budget is finally adopted.

- The required number of public hearings pursuant to Florida Statute are held by the City Council in September.

- Prior to October 1, the budget is legally enacted through passage of a resolution, which indicates amounts appropriated. The appropriated budget is prepared by fund, function and department.

- The budgets for governmental funds are adopted on a basis that is consistent with generally accepted accounting principles (GAAP). Budgeted amounts reflected in the accompanying budget and actual comparisons are as adopted, and subsequently amended, by the City Council.

- All appropriations which are not expended or accrued lapse at year end.

- The City's Charter establishes the level at which expenditures may not exceed appropriations at the general classification level. Resolution 2006-142, which amended the Office of Management and Budget (OMB) Policies and Procedures now known as the Financial Operations Manual (Policy), defines "general classification" as the object level as defined by the State of Florida Uniform Accounting System Manual. Expenditures are monitored and adjusted by management in accordance with the City's policies and procedures. In addition, management may not amend the original budget without approval of the City Council. The City Council, by majority vote, may amend the budget at any time during the fiscal year during its regular meetings.

Final adopted budgeted expenditures exceeded budgeted revenues in the General Fund, , Brevard County Home Program Fund, Building Permits Fund, Loan Guarantee Fund, Police Confiscated Fund Capital Projects Fund, and Debt Service Fund pursuant to the legally adopted budgets.




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# CITY OF COCOA, FLORIDA

## Nonmajor Governmental Funds

### Special Revenue and Debt Service Funds

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Special revenue funds are used to account for specific revenues that are legally restricted to expenditures for particular purposes.

Debt service funds are used to account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

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***Community Development Block Grant*** – This fund is used to account for revenues received from the Department of Housing and Urban Development (HUD). These monies are restricted specific projects approved by HUD under the terms of the agreement.

***Brevard County Home Program*** – This fund is used to account for revenues received from the Department of Housing and Urban Development (HUD). through an interlocal agreement with Brevard County to act as the Participating Jurisdiction (lead agency) in the Brevard Consortium agreement with HUD. These monies are restricted by statute to specific projects approved by HUD under the terms of the interlocal agreement with Brevard County.

***Cocoa Housing Assistance Trust Fund*** – This fund is used to account for funds received for the State Housing Initiatives Partnership (SHIP). The purpose of the program is to provide funds to local governments as an incentive for creating partnerships to produce and preserve affordable housing.

***Loan Guarantee Fund*** – This is a special revenue fund that recorded the debt proceeds (Section 108 Loan Guarantee Program) of $894,000 from HUD/U.S. Department of Housing & Urban Development to partially fund the Dr. Joe Lee Smith Community Center capital project. Debt service payments on the loan are also recorded in this fund.

***Building Permits Fund -*** This special revenue fund is to account for building permit related revenue to assist with eaase in ensuring compliance with Florida Building Code.

***Arbor Mitigation Fund -*** This special revenue fund was created to collect contributions to fund replacement trees on public property to enhance the City's tree preservvation and replacement requirements.

***Police Confiscated Fund*** – This fund is used to account for police confiscated funds.

***Police Special Education Fund***– This fund is used to account for portions of revenues received from traffic fines. The purpose of the

fund is to administer police special education programs.

***Federal Forfeiture Fund -*** This fund is used to account for funds receved from the fedeeral government through settled federal police cases.

***Debt Service Fund*** – This fund is used to account for the servicing of general long-term debt not being financed by proprietary funds.

***Capital Projects Fund -*** This fund was created to assist with reconciliation of large capital projects.

# City of Cocoa, Florida
# Combining Balance Sheet - Nonmajor Governmental Funds
# September 30, 2022

| | Special Revenue | | | |
|---|---|---|---|---|
| | Community Development Block Grant | Brevard County Home Program | Cocoa Housing Assistance Trust Fund | Loan Guarantee |
| **Assets:** | | | | |
| Cash and cash equivalents | $ 119,201 | $ 71,083 | $ 185,434 | $ 227 |
| Investments | - | - | - | - |
| Accounts receivable, net | - | 4,529 | - | - |
| Due from other governments | 159,041 | 124,085 | - | - |
| Total assets | $ 278,242 | $ 199,697 | $ 185,434 | $ 227 |
| **Liabilities:** | | | | |
| Accounts payable | 12,842 | 40,037 | 18,937 | - |
| Accrued payroll and related liabilities | 1,032 | - | - | - |
| Unearned revenue | - | - | 117,816 | - |
| Due to other governments | - | 8,989 | - | - |
| Escrow deposits | - | - | - | - |
| Total liabilities | 13,874 | 49,026 | 136,753 | - |
| **Fund Balances:** | | | | |
| Restricted | 264,368 | 150,671 | 48,681 | 227 |
| Committed | - | - | - | - |
| Total fund balances (deficits) | 264,368 | 150,671 | 48,681 | 227 |
| Total liabilities and fund balances (deficits) | $ 278,242 | $ 199,697 | $ 185,434 | $ 227 |

| Special Revenue | | | | | | Debt Service | Capital Projects |
|---|---|---|---|---|---|---|---|
| Police Confiscated Funds | Police Special Education | Federal Forfeiture | Arbor Mitigation | Building Permits Fund | | Debt Service | Capital Projects Fund |
| $ 41,852 | $ 35,189 | $ 8,102 | $ 41,366 | $ 1,148,823 | | $ 180,993 | $ 2,422,028 |
| - | - | - | - | - | | 547,023 | - |
| - | - | - | - | - | | - | - |
| - | 127 | 24,656 | - | - | | - | - |
| $ 41,852 | $ 35,316 | $ 32,758 | $ 41,366 | $ 1,148,823 | | $ 728,016 | $ 2,422,028 |
| - | 569 | - | - | 17,852 | | 136,274 | - |
| - | - | - | - | 5,764 | | - | - |
| - | - | - | - | - | | - | - |
| - | - | - | - | 2,056 | | - | - |
| 25,878 | - | - | - | - | | - | - |
| 25,878 | 569 | - | - | 25,672 | | 136,274 | - |
| 15,974 | 34,747 | 32,758 | - | 1,123,151 | | 591,742 | - |
| - | - | - | 41,366 | - | | - | 2,422,028 |
| 15,974 | 34,747 | 32,758 | 41,366 | 1,123,151 | | 591,742 | 2,422,028 |
| $ 41,852 | $ 35,316 | $ 32,758 | $ 41,366 | $ 1,148,823 | | $ 728,016 | $ 2,422,028 |

Continued

# City of Cocoa, Florida
# Combining Balance Sheet - Nonmajor Governmental Funds
# September 30, 2022

| | Total Nonmajor Governmental Funds |
|---|---|
| **Assets:** | |
| Cash and cash equivalents | $ 4,254,298 |
| Investments | 547,023 |
| Accounts receivable, net | 4,529 |
| Due from other governments | 307,909 |
| Total assets | $ 5,113,759 |
| **Liabilities:** | |
| Accounts payable | 226,511 |
| Accrued payroll and related liabilities | 6,796 |
| Unearned revenue | 117,816 |
| Due to other governments | 11,045 |
| Escrow deposits | 25,878 |
| Total liabilities | 388,046 |
| **Fund Balances:** | |
| Restricted | 2,262,319 |
| Committed | 2,463,394 |
| Total fund balances (deficits) | 4,725,713 |
| Total liabilities and fund balances (deficits) | $ 5,113,759 |

# City of Cocoa, Florida
## Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
## Nonmajor Governmental Funds
## Year Ended September 30, 2022

| | Special Revenue | | | |
|---|---|---|---|---|
| | Community Development Block Grant | Brevard County Home Program | Cocoa Housing Assistance Trust Fund | Loan Guarantee |
| **Revenues** | | | | |
| Licenses, permits, and fees | $ - | $ - | $ - | $ - |
| Intergovernmental | 240,057 | 130,454 | 132,191 | - |
| Fines and forfeitures | - | - | - | - |
| Interest earnings/(loss) | 809 | 678 | 955 | 226 |
| Miscellaneous | 15,748 | 7,354 | - | - |
| Total revenues | 256,614 | 138,486 | 133,146 | 226 |
| **Expenditures** | | | | |
| Current: | | | | |
| General government | - | - | - | - |
| Public safety | - | - | - | - |
| Economic development | 142,713 | 132,349 | 132,602 | - |
| Capital outlay | - | - | - | - |
| Debt service: | | | | |
| Principal | - | - | - | 110,000 |
| Interest | - | - | - | 5,252 |
| Total expenditures | 142,713 | 132,349 | 132,602 | 115,252 |
| Excess (deficiency) of revenues over (under) expenditures | 113,901 | 6,137 | 544 | (115,026) |
| **Other Financing Sources** | | | | |
| Transfers in | 147 | 1,494 | - | 115,252 |
| Transfers out | (115,252) | - | - | - |
| Total other financing sources | (115,105) | 1,494 | - | 115,252 |
| Net change in fund balances | (1,204) | 7,631 | 544 | 226 |
| Fund balances, beginning of year | 265,572 | 143,040 | 48,137 | 1 |
| Fund balances (deficit), end of year | $ 264,368 | $ 150,671 | $ 48,681 | $ 227 |

| Special Revenue | | | | | Debt Service | Capital Projects |
|---|---|---|---|---|---|---|
| Police Confiscated Funds | Police Special Education | Federal Forfeiture | Arbor Mitigation | Building Permits Fund | Debt Service | Capital Projects Fund |
| $ - | $ - | $ - | $ - | $ 766,991 | $ - | $ - |
| - | - | - | - | - | - | - |
| 12,547 | 2,988 | 24,656 | - | - | - | - |
| 229 | 189 | 45 | 185 | 6,217 | (33,214) | 15,951 |
| - | - | - | 41,181 | 3,829 | - | - |
| 12,776 | 3,177 | 24,701 | 41,366 | 777,037 | (33,214) | 15,951 |
| - | - | - | - | - | 45 | - |
| - | 1,507 | - | - | 495,216 | (93) | - |
| - | - | - | - | - | - | - |
| 12,548 | - | - | - | 30,459 | - | - |
| - | - | - | - | - | 1,298,000 | - |
| - | - | - | - | - | 588,644 | - |
| 12,548 | 1,507 | - | - | 525,675 | 1,886,596 | - |
| 228 | 1,670 | 24,701 | 41,366 | 251,362 | (1,919,810) | 15,951 |
| - | - | - | - | 11,979 | 1,897,001 | - |
| - | - | - | - | - | (18,991) | (778,819) |
| - | - | - | - | 11,979 | 1,878,010 | (778,819) |
| 228 | 1,670 | 24,701 | 41,366 | 263,341 | (41,800) | (762,868) |
| 15,746 | 33,077 | 8,057 | - | 859,810 | 633,542 | 3,184,896 |
| $ 15,974 | $ 34,747 | $ 32,758 | $ 41,366 | $ 1,123,151 | $ 591,742 | $ 2,422,028 |

Continued

# City of Cocoa, Florida
## Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
## Nonmajor Governmental Funds
## Year Ended September 30, 2022

| | Total Nonmajor Governmental Funds |
|---|---|
| **Revenues** | |
| Licenses, permits, and fees | $ 766,991 |
| Intergovernmental | 502,702 |
| Fines and forfeitures | 40,191 |
| Interest earnings/(loss) | (7,730) |
| Miscellaneous | 68,112 |
| Total revenues | 1,370,266 |
| **Expenditures** | |
| Current: | |
| General government | 45 |
| Public safety | 496,630 |
| Economic development | 407,664 |
| Capital outlay | 43,007 |
| Debt service: | |
| Principal | 1,408,000 |
| Interest | 593,896 |
| Total expenditures | 2,949,242 |
| Excess (deficiency) of revenues over (under) expenditures | (1,578,976) |
| **Other Financing Sources** | |
| Transfers in | 2,025,873 |
| Transfers out | (913,062) |
| Total other financing sources | 1,112,811 |
| Net change in fund balances | (466,165) |
| Fund balances, beginning of year | 5,191,878 |
| Fund balances (deficit), end of year | $ 4,725,713 |

# City of Cocoa, Florida
## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Community Development Block Grant Program
## Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Intergovernmental | $ 351,455 | $ 357,085 | $ 240,057 | $ (117,028) |
| Interest earnings/(loss) | - | - | 809 | 809 |
| Miscellaneous | - | 7,636 | 15,748 | 8,112 |
| Total revenues | 351,455 | 364,721 | 256,614 | (108,107) |
| **Expenditures:** | | | | |
| Economic development | 264,908 | 256,511 | 142,713 | 113,798 |
| Total expenditures | 264,908 | 256,511 | 142,713 | 113,798 |
| Excess (deficiency) of revenues over (under) expenditures | 86,547 | 108,210 | 113,901 | 5,691 |
| **Other Financing Sources:** | | | | |
| Transfers in | - | - | 147 | 147 |
| Transfers out | (112,258) | (115,252) | (115,252) | - |
| Net other financing sources | (112,258) | (115,252) | (115,105) | 147 |
| Net change in fund balance | (25,711) | (7,042) | (1,204) | 5,838 |
| **Fund balances, beginning of year** | 25,711 | 7,042 | 265,572 | 258,530 |
| **Fund balances, end of year** | $ - | $ - | $ 264,368 | $ 264,368 |

# City of Cocoa, Florida
# Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Brevard County Home Program Fund
# Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Intergovernmental | $ 230,501 | $ 79,466 | $ 130,454 | $ 50,988 |
| Interest earnings/(loss) | - | - | 678 | 678 |
| Miscellaneous | - | - | 7,354 | 7,354 |
| Total revenues | 230,501 | 79,466 | 138,486 | 59,020 |
| **Expenditures:** | | | | |
| Economic development | 476,284 | 443,626 | 132,349 | 311,277 |
| Total expenditures | 476,284 | 443,626 | 132,349 | 311,277 |
| Excess (deficiency) of revenues over (under) expenditures | (245,783) | (364,160) | 6,137 | 370,297 |
| **Other Financing Sources:** | | | | |
| Transfers in | - | - | 1,494 | 1,494 |
| Net other financing sources | - | - | 1,494 | 1,494 |
| Net change in fund balance | (245,783) | (364,160) | 7,631 | 371,791 |
| **Fund balances, beginning of year** | 245,783 | 364,160 | 143,040 | (221,120) |
| **Fund balances, end of year** | $ - | $ - | $ 150,671 | $ 150,671 |

# City of Cocoa, Florida
## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Cocoa Housing Assistance Trust Fund
## Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Intergovernmental | $ 139,978 | $ 132,191 | $ 132,191 | $ - |
| Interest earnings/(loss) | - | 295 | 955 | 660 |
| Total revenues | 139,978 | 132,486 | 133,146 | 660 |
| **Expenditures:** | | | | |
| Economic development | 139,978 | 146,367 | 132,602 | 13,765 |
| Total expenditures | 139,978 | 146,367 | 132,602 | 13,765 |
| Excess (deficiency) of revenues over (under) expenditures | - | (13,881) | 544 | 14,425 |
| Net change in fund balance | - | (13,881) | 544 | 14,425 |
| **Fund balances, beginning of year** | - | 13,881 | 48,137 | 34,256 |
| **Fund balances, end of year** | $ - | $ - | $ 48,681 | $ 48,681 |

# City of Cocoa, Florida
# Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Loan Guarantee Fund
# Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Interest earnings/(loss) | $ - | $ - | $ 226 | $ 226 |
| Total revenues | - | - | 226 | 226 |
| **Expenditures:** | | | | |
| Principal | 108,536 | 110,000 | 110,000 | - |
| Interest | 3,722 | 5,252 | 5,252 | - |
| Total expenditures | 112,258 | 115,252 | 115,252 | - |
| Excess (deficiency) of revenues over (under) expenditures | (112,258) | (115,252) | (115,026) | 226 |
| **Other Financing Sources:** | | | | |
| Transfers in | 112,258 | 115,252 | 115,252 | - |
| Net other financing sources | 112,258 | 115,252 | 115,252 | - |
| Net change in fund balance | - | - | 226 | 226 |
| **Fund balances, beginning of year** | - | - | 1 | 1 |
| **Fund balances, end of year** | $ - | $ - | $ 227 | $ 227 |

# City of Cocoa, Florida
# Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Police Confiscated Funds
# Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Fines and forfeitures | $ - | $ 12,547 | $ 12,547 | $ - |
| Interest earnings/(loss) | - | - | 229 | 229 |
| Total revenues | - | 12,547 | 12,776 | 229 |
| **Expenditures:** | | | | |
| Public safety | 6,104 | 6,104 | - | 6,104 |
| Capital outlay | - | 12,547 | 12,548 | (1) |
| Total expenditures | 6,104 | 18,651 | 12,548 | 6,103 |
| Excess (deficiency) of revenues over (under) expenditures | (6,104) | (6,104) | 228 | 6,332 |
| Net change in fund balance | (6,104) | (6,104) | 228 | 6,332 |
| **Fund balances, beginning of year** | 6,104 | 6,104 | 15,746 | 9,642 |
| **Fund balances, end of year** | $ - | $ - | $ 15,974 | $ 15,974 |

# City of Cocoa, Florida
# Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Police Special Education Fund
# Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Fines and forfeitures | $ 4,500 | $ 4,500 | $ 2,988 | $ (1,512) |
| Interest earnings/(loss) | - | - | 189 | 189 |
| Total revenues | 4,500 | 4,500 | 3,177 | (1,323) |
| **Expenditures:** | | | | |
| Public safety | 4,500 | 4,500 | 1,507 | 2,993 |
| Total expenditures | 4,500 | 4,500 | 1,507 | 2,993 |
| Excess (deficiency) of revenues over (under) expenditures | - | - | 1,670 | 1,670 |
| Net change in fund balance | - | - | 1,670 | 1,670 |
| **Fund balances, beginning of year** | - | - | 33,077 | 33,077 |
| **Fund balances, end of year** | $ - | $ - | $ 34,747 | $ 34,747 |

# City of Cocoa, Florida
# Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Federal Forfeiture
# Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Fines and forfeitures | $ - | $ - | $ 24,656 | $ 24,656 |
| Interest earnings/(loss) | - | - | 45 | 45 |
| Total revenues | - | - | 24,701 | 24,701 |
| Net change in fund balance | - | - | 24,701 | 24,701 |
| **Fund balances, beginning of year** | - | - | 8,057 | 8,057 |
| **Fund balances, end of year** | $ - | $ - | $ 32,758 | $ 32,758 |

# City of Cocoa, Florida
# Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Arbor Mitigation
# Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Interest earnings/(loss) | $ - | $ - | $ 185 | $ 185 |
| Miscellaneous | - | - | 41,181 | 41,181 |
| Total revenues | - | - | 41,366 | 41,366 |
| Net change in fund balance | - | - | 41,366 | 41,366 |
| **Fund balances, beginning of year** | - | - | - | - |
| **Fund balances, end of year** | $ - | $ - | $ 41,366 | $ 41,366 |

# City of Cocoa, Florida
# Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Building Permits Fund
# Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Licenses, permits, and fees | $ 303,000 | $ 303,000 | $ 766,991 | $ 463,991 |
| Interest earnings/(loss) | - | - | 6,217 | 6,217 |
| Miscellaneous | - | - | 3,829 | 3,829 |
| Total revenues | 303,000 | 303,000 | 777,037 | 474,037 |
| **Expenditures:** | | | | |
| Public safety | 620,060 | 696,521 | 495,216 | 201,305 |
| Capital outlay | - | 30,459 | 30,459 | - |
| Total expenditures | 620,060 | 726,980 | 525,675 | 201,305 |
| Excess (deficiency) of revenues over (under) expenditures | (317,060) | (423,980) | 251,362 | 675,342 |
| **Other Financing Sources:** | | | | |
| Transfers in | - | (2,141) | 11,979 | 14,120 |
| Net other financing sources | - | (2,141) | 11,979 | 14,120 |
| Net change in fund balance | (317,060) | (426,121) | 263,341 | 689,462 |
| **Fund balances, beginning of year** | 317,060 | 426,121 | 859,810 | 433,689 |
| **Fund balances, end of year** | $ - | $ - | $ 1,123,151 | $ 1,123,151 |

# City of Cocoa, Florida
# Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Debt Service Fund
# Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Interest earnings/(loss) | $ - | $ 2,605 | $ (33,214) | $ (35,819) |
| Total revenues | - | 2,605 | (33,214) | (35,819) |
| **Expenditures:** | | | | |
| General government | - | 48 | 45 | 3 |
| Public safety | - | - | (93) | 93 |
| Principal | 1,163,000 | 1,298,000 | 1,298,000 | - |
| Interest | 586,088 | 589,927 | 588,644 | 1,283 |
| Total expenditures | 1,749,088 | 1,887,975 | 1,886,596 | 1,379 |
| Excess (deficiency) of revenues over (under) expenditures | (1,749,088) | (1,885,370) | (1,919,810) | (34,440) |
| **Other Financing Sources:** | | | | |
| Transfers in | 1,749,088 | 1,897,001 | 1,897,001 | - |
| Transfers out | - | (18,993) | (18,991) | 2 |
| Net other financing sources | 1,749,088 | 1,878,008 | 1,878,010 | 2 |
| Net change in fund balance | - | (7,362) | (41,800) | (34,438) |
| **Fund balances, beginning of year** | - | 7,362 | 633,542 | 626,180 |
| **Fund balances, end of year** | $ - | $ - | $ 591,742 | $ 591,742 |

# City of Cocoa, Florida
# Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Capital Projects Fund
# Year Ended September 30, 2022

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Intergovernmental | $ - | $ 2,319,585 | $ - | $ (2,319,585) |
| Interest earnings/(loss) | - | - | 15,951 | 15,951 |
| Total revenues | - | 2,319,585 | 15,951 | (2,303,634) |
| **Expenditures:** | | | | |
| Physical environment | 671,968 | 671,968 | - | 671,968 |
| Capital outlay | - | 3,819,585 | - | 3,819,585 |
| Total expenditures | 671,968 | 4,491,553 | - | 4,491,553 |
| Excess (deficiency) of revenues over (under) expenditures | (671,968) | (2,171,968) | 15,951 | 2,187,919 |
| **Other Financing Sources:** | | | | |
| Transfers in | 671,968 | 671,968 | - | (671,968) |
| Transfers out | - | (778,819) | (778,819) | - |
| Net other financing sources | 671,968 | (106,851) | (778,819) | (671,968) |
| Net change in fund balance | - | (2,278,819) | (762,868) | 1,515,951 |
| **Fund balances, beginning of year** | - | 2,278,819 | 3,184,896 | 906,077 |
| **Fund balances, end of year** | $ - | $ - | $ 2,422,028 | $ 2,422,028 |

# CITY OF COCOA, FLORIDA

## Internal Service Funds

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Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its workers compensation insurance and health care insurance.

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The City maintains the following Internal Service Funds**:**

***Workers Compensation Internal Service Fund*** – This fund is used to account for workers compensation services provided to other funds and the component units of the City on a cost reimbursement basis.

***Health Insurance Internal Service Fund*** – This fund is used to account for health care insurance services provided to employees and eligible retirees of the City on a cost reimbursement basis.The Health Insurance Fund was closed as of September 30, 2022 due to the City being fully insured for health insurance.




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# City of Cocoa, Florida
## Combining Statement of Net Position - Internal Service Funds
## September 30, 2022

| | Internal Service Fund | | |
|---|---|---|---|
| | Workers' Compensation | Health Care Insurance | Total |
| **Assets:** | | | |
| Current assets: | | | |
| Cash and cash equivalents | $ 1,213,273 | $ - | $ 1,213,273 |
| Investments | 2,740,437 | - | 2,740,437 |
| Prepaid items | 228,755 | - | 228,755 |
| Total assets | 4,182,465 | - | 4,182,465 |
| **Liabilities:** | | | |
| Current liabilities (payable from current assets): | | | |
| Accounts and claims payable | 63,975 | - | 63,975 |
| Accrued claims payable | 992,000 | - | 992,000 |
| Due to other governments | 3,107 | - | 3,107 |
| Total current liabilities | 1,059,082 | - | 1,059,082 |
| Noncurrent liabilities: | | | |
| Accrued claims payable | 1,084,000 | - | 1,084,000 |
| Total noncurrent liabilities | 1,084,000 | - | 1,084,000 |
| Total liabilities | 2,143,082 | - | 2,143,082 |
| **Net Position** | | | |
| Unrestricted (deficit) | 2,039,383 | - | 2,039,383 |
| Total net position | $ 2,039,383 | $ - | $ 2,039,383 |

# City of Cocoa, Florida
## Combining Statement of Revenue, Expenses, and Changes in Fund Net Position - Internal Service Funds
## Year Ended September 30, 2022

| | Internal Service Fund | | |
|---|---|---|---|
| | Workers' Compensation | Health Care Insurance | Total |
| **Operating revenues:** | | | |
| Charges for services | $ 1,230,523 | $ 210,145 | $ 1,440,668 |
| Other charges and fees | 43,171 | - | 43,171 |
| Total operating revenues | 1,273,694 | 210,145 | 1,483,839 |
| **Operating expenses:** | | | |
| Insurance claims and expenses | 280,454 | (922,899) | (642,445) |
| Total operating expenses | 280,454 | (922,899) | (642,445) |
| Operating income (loss) | 993,240 | 1,133,044 | 2,126,284 |
| **Nonoperating revenues (expenses):** | | | |
| Interest Income/(loss) | (180,637) | 11,674 | (168,963) |
| Total nonoperating revenues (expenses) | (180,637) | 11,674 | (168,963) |
| Income (loss) before transfers | 812,603 | 1,144,718 | 1,957,321 |
| Transfers in | 39,539 | - | 39,539 |
| Transfers out | (315,356) | (2,235,202) | (2,550,558) |
| Change in net position | 536,786 | (1,090,484) | (553,698) |
| Net position (deficit), beginning | 1,502,597 | 1,090,484 | 2,593,081 |
| Net position (deficit), end of year | $ 2,039,383 | $ - | $ 2,039,383 |

# City of Cocoa, Florida
## Combining Statement of Cash Flows - Internal Service Funds
## Year Ended September 30, 2022

| | Internal Service Fund | | |
|---|---|---|---|
| | Workers' Compensation | Health Care Insurance | Total |
| **Cash flows from operating activities** | | | |
| Cash received from customers for sales and services | $ 1,308,097 | $ 240,708 | $ 1,548,805 |
| Cash paid to suppliers for goods and services | 3,107 | - | 3,107 |
| Cash payments for insurance and claims expenses | (1,456,450) | (305,842) | (1,762,292) |
| Net cash provided by (used in) operating activities | (145,246) | (65,134) | (210,380) |
| **Cash flows from noncapital financing** | | | |
| Cash transfers in from other funds | 39,539 | - | 39,539 |
| Cash transfers out to other funds | (315,356) | (2,235,202) | (2,550,558) |
| Net cash provided by (used in) noncapital financing | (275,817) | (2,235,202) | (2,511,019) |
| **Cash flows from investing activities:** | | | |
| Investment income/(loss) | (180,637) | 11,674 | (168,963) |
| Purchase of investments | 483,253 | - | 483,253 |
| Net cash provided by (used in) investing activities | 302,616 | 11,674 | 314,290 |
| **Net increase (decrease) in cash and cash equivalents** | (118,447) | (2,288,662) | (2,407,109) |
| Cash and cash equivalents, beginning of year | 1,331,720 | 2,288,662 | 3,620,382 |
| Cash and cash equivalents, end of year | $ 1,213,273 | $ - | $ 1,213,273 |
| **Reconciliation of operating income (loss) to net cash used in operating activities** | | | |
| Operating income (loss) | $ 993,240 | $ 1,133,044 | $ 2,126,284 |
| Adjustments to reconcile operating income (loss) to net cash used in operating activities: | | | |
| Change in assets and liabilities: | | | |
| (Increase) decrease in assets: | | | |
| Accounts receivable | 34,403 | 30,563 | 64,966 |
| Prepaid items | (40,127) | - | (40,127) |
| Increase (decrease) in liabilities: | | | |
| Accounts and claims payable | (276,869) | - | (276,869) |
| Due to Other Governments | 3,107 | - | 3,107 |
| Accrued claims payable | (859,000) | (1,228,741) | (2,087,741) |
| Total adjustments | (1,138,486) | (1,198,178) | (2,336,664) |
| Net cash used in operating activities | $ (145,246) | $ (65,134) | $ (210,380) |
| **Noncash capital and related financing activities:** | | | |
| There were no significant non-cash transactions | | | |




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STATISTICAL SECTION

## STATISTICAL SECTION

This part of the City of Cocoa, Florida's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

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**A. Financial Trends**

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

**Schedule 1** Net Position by Component

**Schedule 2** Changes in Net Position

**Schedule 3** Fund Balances, Governmental Funds

**Schedule 4** Changes in Fund Balances, Governmental Funds

**B. Revenue Capacity**

These schedules contain information to help the reader assess the City's most significant local own-source revenues such as ad valorem property taxes, local business taxes, and building permit revenues.

**Schedule 5** General Governmental Revenues by Source

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## C. Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of debt outstanding and the City's ability to issue additional debt in the future, as necessary.

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## D. Demographic and Economic Information Financial Trends

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

**Schedule 18** Demographic and Economic Statistics

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## E. Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

**Schedule 20** Full-Time Equivalent City Government Employees by Function/Program

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**Schedule 22** Capital Assets by Function/Program

## Additional Notes

Unless otherwise noted, the information in these schedules is derived from the City's Annual Comprehensive Financial Report (ACFR), financial records, and other departmental sources for the relevant year.

**City of Cocoa, Florida**
Net Position by Component
Last Ten Fiscal Years - (accrual basis of accounting)

| | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|
| **Governmental activities** | | | | | |
| Net investment in capital assets | $ 38,679,745 | $ 35,752,513 | $ 35,811,644 | $ 29,498,816 | $ 28,913,932 |
| Restricted | 4,041,969 | 1,453,324 | 852,844 | 941,298 | 695,990 |
| Unrestricted | 3,335,395 | 2,992,511 | (6,113,171) | (2,679,661) | 186,695 |
| Total governmental activities net position | 46,057,109 | 40,198,348 | 30,551,317 | 27,760,453 | 29,796,617 |
| **Business-type activities** | | | | | |
| Net investment in capital assets | 147,634,466 | 144,119,852 | 144,746,450 | 142,364,912 | 138,261,322 |
| Restricted | 37,630,039 | 33,156,536 | 27,826,376 | 11,381,896 | 11,227,943 |
| Unrestricted | 25,942,805 | 2,089,919 | 8,350,313 | 12,438,861 | 6,749,377 |
| Total business-type activities net position | 211,207,310 | 179,366,307 | 180,923,139 | 166,185,669 | 156,238,642 |
| **Primary government** | | | | | |
| Net investment in capital assets | 186,314,211 | 179,872,365 | 180,558,094 | 171,863,728 | 167,175,254 |
| Restricted | 41,672,008 | 34,609,860 | 28,679,220 | 12,323,194 | 11,923,933 |
| Unrestricted | 29,278,200 | 5,082,430 | 2,237,142 | 9,759,200 | 6,936,072 |
| Total primary government net position | $ 257,264,419 | $ 219,564,655 | $ 211,474,456 | $ 193,946,122 | $ 186,035,259 |

Note: Accounting standards require that net position be reported in three components in the financial statements. Net investment in capital assets; restricted; and unrestricted. Net position is considered restricted only when an external part, such as the state or federal government, places a restriction on how the resources may be used, or through enabling legislation enacted by the City.

The City began identifying the Working Capital Reserve component of net position on the financial statements in FY2020. The Working Capital Reserve is equal to 6 months of the Utility and the Stormwater Fund's operating expenses.

## City of Cocoa, Florida

Net Position by Component

Last Ten Fiscal Years - (accrual basis of accounting)

| 2017 | 2016 | 2015 | 2014 | 2013 |
|---|---|---|---|---|
| $ 19,280,723 | $ 25,293,324 | $ 20,134,496 | $ 19,145,644 | $ 18,770,655 |
| 260,393 | 281,203 | 252,338 | 87,030 | 80,456 |
| 17,399,902 | 11,063,634 | 10,786,642 | 23,184,495 | 18,771,455 |
| 36,941,018 | 36,638,161 | 31,173,476 | 42,417,169 | 37,622,566 |
| 132,683,806 | 115,435,116 | 103,777,006 | 93,350,606 | 81,193,813 |
| 12,395,504 | 11,818,615 | 11,822,514 | 11,824,666 | 12,658,876 |
| 7,335,232 | 12,143,637 | 16,743,125 | 29,178,323 | 36,216,604 |
| 152,414,542 | 139,397,368 | 132,342,645 | 134,353,595 | 130,069,293 |
| 151,964,529 | 140,728,440 | 123,911,502 | 112,496,250 | 99,964,468 |
| 12,655,897 | 12,099,818 | 12,074,852 | 11,911,696 | 12,739,332 |
| 24,735,134 | 23,207,271 | 27,529,767 | 52,362,818 | 54,988,059 |
| $ 189,355,560 | $ 176,035,529 | $ 163,516,121 | $ 176,770,764 | $ 167,691,859 |

**City of Cocoa, Florida**
Changes in Net Position
Last Ten Fiscal Years - (accrual basis of accounting)

| | 2022 | 2021 | 2020 | 2019 |
|---|---|---|---|---|
| **Expenses** | | | | |
| Governmental activities: | | | | |
| General government | $ 8,369,986 | $ 15,177,191 | $ 14,796,779 | $ 14,712,121 |
| Public safety | 19,124,110 | 14,482,282 | 17,278,095 | 18,071,667 |
| Recreation | 1,982,854 | 1,496,465 | 1,535,106 | 1,607,032 |
| Economic development | 1,062,590 | 1,453,161 | 834,415 | 3,008,059 |
| Physical environment | 3,444,418 | 2,496,002 | 2,621,199 | 2,376,579 |
| Transportation | 1,103,133 | 1,075,246 | 1,445,676 | 1,221,639 |
| Interest on long-term debt | 573,249 | 5,959,900 | 621,498 | 649,182 |
| Unallocated depreciation | - | - | - | - |
| Total governmental activities expenses | 35,660,340 | 42,140,247 | 39,132,768 | 41,646,279 |
| Business-type activities: | | | | |
| Water and sewer | 55,222,159 | 50,809,040 | 54,022,806 | 52,538,165 |
| Stormwater utility | 1,330,825 | 1,347,820 | 1,635,171 | 1,522,778 |
| Total business-type activities | 56,552,984 | 52,156,860 | 55,657,977 | 54,060,943 |
| Total primary government activities | $ 92,213,324 | $ 94,297,107 | $ 94,790,745 | $ 95,707,222 |
| **Program Revenues** | | | | |
| Governmental activities: | | | | |
| Charges for services: | | | | |
| General government | $ 419,433 | $ 7,137,848 | $ 7,301,994 | $ 6,599,101 |
| Public safety | 4,492,653 | 4,288,892 | 3,160,398 | 3,013,695 |
| Recreation | 109,397 | 103,524 | 97,240 | 140,797 |
| Economic development | - | - | - | - |
| Physical environment | 6,622,088 | 5,718,099 | 5,168,075 | 5,330,167 |
| Operating grants and contributions | 2,771,593 | 3,055,169 | 1,956,391 | 2,439,991 |
| Capital grants and contributions | 755,253 | 1,600,242 | 1,803,247 | 600,292 |
| Total governmental activities program revenues | 15,170,417 | 21,903,774 | 19,487,345 | 18,124,043 |
| Business-type activities: | | | | |
| Charges for services: | | | | |
| Water and sewer | 75,562,582 | 70,592,100 | 71,399,930 | 65,298,095 |
| Stormwater utility | 1,984,061 | 1,869,683 | 1,680,054 | 1,654,080 |
| Operating grants and contributions | 26,954 | - | - | - |
| Capital grants and contributions | 2,685,358 | 5,338,039 | 4,280,474 | 3,324,099 |
| Total business-type activities program revenues | 80,258,955 | 77,799,822 | 77,360,458 | 70,276,274 |
| Total primary government program revenues | $ 95,429,372 | $ 99,703,596 | $ 96,847,803 | $ 88,400,317 |

| 2018 | 2017 | 2016 | 2015 | 2014 | 2013 |
|---|---|---|---|---|---|
| $ 14,324,743 | $ 13,131,276 | $ 12,001,545 | $ 12,192,945 | $ 11,008,561 | $ 10,744,769 |
| 16,768,238 | 16,180,830 | 12,593,567 | 15,887,751 | 15,569,379 | 15,157,432 |
| 1,476,661 | 1,404,532 | 1,221,987 | 1,236,510 | 1,248,559 | 1,153,649 |
| 1,192,366 | 1,534,682 | 817,422 | 1,075,995 | 849,547 | 943,819 |
| 2,304,779 | 3,144,201 | 3,055,646 | 3,061,232 | 2,774,929 | 2,875,482 |
| 774,532 | | | | | |
| 676,437 | 1,180,788 | 565,742 | 592,542 | 608,239 | 624,801 |
| - | 129,012 | 128,124 | 1,303,323 | 1,720,039 | 1,703,523 |
| 37,517,756 | 36,705,321 | 30,384,033 | 35,350,298 | 33,779,253 | 33,203,475 |
| 47,733,339 | 46,549,681 | 44,710,558 | 43,873,364 | 41,911,372 | 41,298,779 |
| 1,218,376 | 1,152,168 | 1,167,900 | 1,023,881 | 1,014,924 | 950,220 |
| 48,951,715 | 47,701,849 | 45,878,458 | 44,897,245 | 42,926,296 | 42,248,999 |
| $ 86,469,471 | $ 84,407,170 | $ 76,262,491 | $ 80,247,543 | $ 76,705,549 | $ 75,452,474 |
| $ 6,254,900 | $ 7,095,604 | $ 6,040,226 | $ 5,975,125 | $ 5,969,111 | $ 5,988,279 |
| 2,560,844 | 2,292,471 | 2,219,789 | 2,000,615 | 1,669,761 | 1,294,010 |
| 123,745 | 132,735 | 197,801 | 182,574 | 253,249 | 269,316 |
| - | 195,121 | 78,120 | 166,553 | 232,543 | 374,430 |
| 5,312,519 | 5,346,364 | 5,367,608 | 5,374,671 | 5,275,079 | 5,161,816 |
| 1,953,430 | 2,862,670 | 2,070,571 | 2,082,850 | 2,528,861 | 2,128,951 |
| 72,781 | 946,130 | 1,650,174 | 683,729 | 628,308 | 562,776 |
| 16,278,219 | 18,871,095 | 17,624,289 | 16,466,117 | 16,556,912 | 15,779,578 |
| 62,391,805 | 59,695,998 | 56,433,043 | 54,719,795 | 55,488,254 | 53,740,469 |
| 1,704,541 | 1,481,312 | 1,376,341 | 1,312,233 | 1,212,723 | 1,154,911 |
| - | 762,202 | 608,791 | 605,525 | 606,178 | 624,792 |
| 3,783,027 | 5,098,296 | 1,283,545 | 2,797,467 | 2,123,484 | 862,205 |
| 67,879,373 | 67,037,808 | 59,701,720 | 59,435,020 | 59,430,639 | 56,382,377 |
| $ 84,157,592 | $ 85,908,903 | $ 77,326,009 | $ 75,901,137 | $ 75,987,551 | $ 72,161,955 |

## Schedule 2 (continued)

| Net (Expense)/Revenue | 2022 | 2021 | 2020 | 2019 |
|---|---|---|---|---|
| Governmental activities | $ (20,489,923) | $ (14,872,563) | $ (19,665,359) | $ (23,522,236) |
| Business-type activities | 23,705,971 | 25,642,962 | 21,702,481 | 16,215,331 |
| Total primary government net revenue (expense) | $ 3,216,048 | $ 10,770,399 | $ 2,037,122 | $ (7,306,905) |
| **General Revenues and Other Changes in Net Position** | | | | |
| Governmental activities: | | | | |
| Property taxes | $ 7,675,100 | $ 6,769,653 | $ 6,387,378 | $ 5,635,515 |
| Public utility and telecommunication taxes | 3,067,937 | 2,905,770 | 2,696,257 | 2,611,295 |
| Franchise taxes | 1,987,873 | 1,644,489 | 1,501,869 | 1,556,102 |
| Shared revenues not restricted to specific programs | 3,369,050 | 3,014,567 | 2,790,053 | 2,435,036 |
| Gain on sale of capital assets | 42,206 | 41,655 | 36,113 | - |
| Unrestricted investment earnings | (414,746) | 150,447 | 358,105 | 668,857 |
| Miscellaneous | 2,659,069 | 828,665 | 477,476 | 195,168 |
| Transfers, net | 7,962,195 | 9,164,348 | 8,208,972 | 8,384,099 |
| Special item | - | - | - | - |
| Total governmental activities | 26,348,684 | 24,519,594 | 22,456,223 | 21,486,072 |
| Business-type activities: | | | | |
| Unrestricted investment earnings | (2,338,768) | 101,372 | 1,046,181 | 2,041,815 |
| Miscellaneous | 227,026 | 49,245 | 124,444 | - |
| Gain on sale of capital assets | 8,969 | 13,937 | 73,336 | 73,980 |
| Transfers, net | (7,962,195) | (9,164,348) | (8,208,972) | (8,384,099) |
| Special item | - | - | - | - |
| Total business-type activities | (10,064,968) | (8,999,794) | (6,965,011) | (6,268,304) |
| Total primary government | $ 16,283,716 | $ 15,519,800 | $ 15,491,212 | $ 15,217,768 |
| **Change in Net Position** | | | | |
| Governmental activities | $ 5,858,761 | $ 9,647,031 | $ 2,790,864 | $ (2,036,164) |
| Business-type activities | 13,641,003 | 16,643,168 | 14,737,470 | 9,947,027 |
| Total primary government | $ 19,499,764 | $ 26,290,199 | $ 17,528,334 | $ 7,910,863 |

**City of Cocoa, Florida**
Changes in Net Position (Continued)
Last Ten Fiscal Years - (accrual basis of accounting)

| 2018 | 2017 | 2016 | 2015 | 2014 | 2013 |
|---|---|---|---|---|---|
| $ (21,239,537) | $ (17,834,226) | $ (12,759,744) | $ (18,884,181) | $ (17,222,341) | $ (17,423,897) |
| 18,927,658 | 19,335,959 | 13,823,262 | 14,537,775 | 16,504,343 | 14,133,378 |
| $ (2,311,879) | $ 1,501,733 | $ 1,063,518 | $ (4,346,406) | $ (717,998) | $ (3,290,519) |
| | | | | | |
| $ 5,168,838 | $ 5,000,611 | $ 4,699,241 | $ 4,528,807 | $ 4,520,106 | $ 4,435,865 |
| 2,628,618 | 2,169,692 | 2,179,176 | 2,142,546 | 2,011,573 | 2,152,855 |
| 1,454,938 | 1,438,506 | 1,418,014 | 1,427,925 | 1,392,338 | 1,332,827 |
| 3,706,378 | 2,340,469 | 2,088,744 | 2,012,550 | 1,983,054 | 1,917,889 |
| 9,271 | | | | | |
| 142,396 | 56,406 | 100,577 | 154,667 | 90,445 | 182,955 |
| 395,608 | 550,203 | 503,570 | 829,289 | 529,855 | 739,177 |
| 7,280,466 | 6,590,172 | 7,226,129 | 11,102,408 | 11,706,620 | 9,516,047 |
| - | - | - | - | - | - |
| 20,786,513 | 18,146,059 | 18,215,451 | 22,198,192 | 22,233,991 | 20,277,615 |
| 217,198 | 175,279 | 235,491 | 283,248 | 232,887 | (90,540) |
| - | 42,959 | 69,094 | 75,422 | 127,933 | 44,805 |
| 97,002 | 53,149 | 153,005 | - | - | - |
| (7,280,466) | (6,590,172) | (7,226,129) | (11,102,408) | (11,706,620) | (9,516,047) |
| - | - | - | - | - | - |
| (6,966,266) | (6,318,785) | (6,768,539) | (10,743,738) | (11,345,800) | (9,561,782) |
| $ 13,820,247 | $ 11,827,274 | $ 11,446,912 | $ 11,454,454 | $ 10,888,191 | $ 10,715,833 |
| | | | | | |
| $ (453,024) | $ 311,833 | $ 5,455,707 | $ 3,314,011 | $ 5,011,650 | $ 2,853,718 |
| 11,961,392 | 13,017,174 | 7,054,723 | 3,794,037 | 5,158,543 | 4,571,596 |
| $ 11,508,368 | $ 13,329,007 | $ 12,510,430 | $ 7,108,048 | $ 10,170,193 | $ 7,425,314 |

**City of Cocoa, Florida**
Fund Balances, Governmental Funds
Last Ten Fiscal Years - (modified accrual basis of accounting)

| | 2022 | 2021 | 2020 | 2019 |
|---|---|---|---|---|
| General Fund | | | | |
| Nonspendable | $ 338,544 | $ 1,619,914 | $ 1,470,589 | $ 1,666,589 |
| Restricted | 67,000 | 67,000 | 69,234 | - |
| Committed | 11,844,641 | 11,844,641 | 12,271,647 | 12,288,375 |
| Assigned | 12,260,884 | 8,640,013 | 8,779,000 | 6,250,000 |
| Unassigned | 13,529,925 | 10,052,041 | 4,894,070 | 5,396,667 |
| Total general fund | $ 38,040,994 | $ 32,223,609 | $ 27,484,540 | $ 25,601,631 |
| All other Governmental Funds | | | | |
| Nonspendable | $ - | $ 6,878 | $ 5,435 | $ 6,603 |
| Restricted | 3,974,969 | 4,451,526 | 3,366,108 | 3,314,866 |
| Committed | 2,463,394 | 3,184,896 | 3,568,732 | 7,981,809 |
| Assigned | - | - | - | - |
| Unassigned (deficit) | - | - | - | (66,298) |
| Total all other government funds | $ 6,438,363 | $ 7,643,300 | $ 6,940,275 | $ 11,236,980 |

| 2018 | 2017 | 2016 | 2015 | 2014 | 2013 |
|---|---|---|---|---|---|
| $ 1,768,057 | $ 297,130 | $ 172,051 | $ 438,024 | $ 232,583 | $ 245,679 |
| - | - | - | - | - | - |
| 11,400,743 | 10,403,251 | 10,000,000 | 10,000,000 | 10,200,000 | 10,200,000 |
| 14,494,250 | 11,600,000 | 10,855,020 | 10,855,020 | 1,520,181 | 1,370,443 |
| 5,148,440 | 9,877,964 | 11,976,517 | 14,297,920 | 18,192,939 | 11,823,962 |
| $ 32,811,490 | $ 32,178,345 | $ 33,003,588 | $ 35,590,964 | $ 30,145,703 | $ 23,640,084 |
| | | | | | |
| $ 4,915 | $ 848,268 | $ 898,415 | $ 968,115 | $ 996,435 | $ 1,041,106 |
| 2,551,525 | 1,236,715 | 281,203 | 252,338 | 87,030 | 80,456 |
| 1,716,632 | - | - | - | - | - |
| - | 5,860,345 | 1,915,995 | 2,358,327 | 2,674,300 | 3,020,454 |
| - | (123,735) | 237,552 | (63,357) | (271,886) | (426,370) |
| $ 4,273,072 | $ 7,821,593 | $ 3,333,165 | $ 3,515,423 | $ 3,485,879 | $ 3,715,646 |

**City of Cocoa, Florida**
Changes in Fund Balances, Governmental Funds
Last Ten Fiscal Years - (modified accrual basis of accounting)

| | 2022 | 2021 | 2020 | 2019 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Taxes* | $ 11,361,377 | $ 10,275,024 | $ 9,677,404 | $ 8,829,764 |
| Special Assessments | 3,119,213 | 2,820,550 | 2,721,693 | - |
| Licenses and permits* | 2,822,602 | 2,731,283 | 1,963,338 | 4,485,335 |
| Intergovernmental* | 6,230,189 | 6,421,491 | 5,446,234 | 4,559,650 |
| Charges for services* | 7,456,969 | 12,923,865 | 12,117,136 | 11,637,669 |
| Fines and forfeitures | 81,132 | 22,350 | 21,024 | 28,802 |
| Investment earnings | (245,781) | 135,609 | 299,109 | 492,683 |
| Miscellaneous | 753,327 | 781,243 | 1,285,582 | 1,286,535 |
| Total revenues | 31,579,028 | 36,111,415 | 33,531,520 | 31,320,438 |
| **Expenditures** | | | | |
| General government | 6,416,151 | 13,489,944 | 13,823,252 | 12,770,519 |
| Public safety | 17,447,956 | 16,365,131 | 15,367,802 | 15,082,113 |
| Economic development | 757,232 | 1,419,925 | 680,050 | 2,252,073 |
| Recreation | 1,860,215 | 1,399,392 | 1,326,355 | 1,391,840 |
| Physical environment | 3,435,739 | 2,566,011 | 2,500,070 | 2,266,188 |
| Transportation | 869,429 | 880,011 | 1,262,206 | 1,070,922 |
| Capital outlay | 5,449,869 | 1,747,473 | 8,354,051 | 2,494,869 |
| Principal | 1,516,675 | 1,384,000 | 1,105,000 | 1,302,873 |
| Interest | 597,431 | 620,171 | 645,679 | 726,183 |
| Other Debt Service | - | - | 19,936 | - |
| Bond issuance costs | - | - | - | - |
| Total expenditures | 38,350,697 | 39,872,058 | 45,084,401 | 39,357,580 |
| Deficiency of revenues under expenditures | (6,771,669) | (3,760,643) | (11,552,881) | (8,037,142) |
| **Other financing sources (uses)** | | | | |
| Transfers in | 14,724,432 | 12,480,592 | 11,217,983 | 16,298,453 |
| Transfers out | (4,251,218) | (3,316,244) | (3,009,011) | (7,914,354) |
| Proceeds from sale of capital assets | 42,206 | 41,655 | 36,113 | 18,069 |
| Lease proceeds | 865,431 | - | - | - |
| Payment to refunded debt escrow agent | - | - | - | - |
| Bond discount | - | - | - | - |
| Bond premium | - | - | - | - |
| Debt issuance | - | - | 894,000 | - |
| Total other financing sources (uses) | 11,380,851 | 9,206,003 | 9,139,085 | 8,402,168 |
| Net change in fund balances | $ 4,609,182 | $ 5,445,360 | $ (2,413,796) | $ 365,026 |
| Debt service as a percentage of noncapital expenditures | 6.4% | 5.3% | 0.0% | 5.5% |

*2012 and 2011 amounts have been restated to be consistent with the 2013 presentation.

| 2018 | 2017 | 2016 | 2015 | 2014 | 2013 |
|---|---|---|---|---|---|
| $ 7,797,456 | $ 7,170,303 | $ 8,296,431 | $ 8,099,278 | $ 7,924,017 | $ 7,921,547 |
| - | - | - | - | - | - |
| 4,122,684 | 5,005,518 | 313,935 | 181,103 | 167,418 | 203,595 |
| 5,342,696 | 6,091,329 | 5,495,267 | 5,238,875 | 4,512,528 | 4,361,263 |
| 11,376,107 | 11,247,118 | 13,404,589 | 13,292,807 | 12,917,593 | 12,458,121 |
| 43,643 | 42,184 | 93,881 | 42,560 | 62,464 | 35,669 |
| 73,525 | 89,494 | 131,533 | 192,048 | 70,053 | 173,736 |
| 1,269,512 | 732,555 | 705,100 | 858,069 | 885,609 | 1,576,734 |
| 30,025,623 | 30,378,501 | 28,440,736 | 27,904,740 | 26,539,682 | 26,730,665 |
| 11,940,914 | 11,519,260 | 10,342,933 | 9,987,287 | 9,199,043 | 9,186,111 |
| 14,249,945 | 13,586,273 | 14,348,468 | 13,521,776 | 13,588,277 | 13,124,375 |
| 1,003,355 | 1,563,100 | 959,938 | 1,155,565 | 950,343 | 1,048,240 |
| 1,231,144 | 1,203,552 | 1,106,032 | 1,142,761 | 1,194,672 | 1,061,993 |
| 2,198,447 | 3,188,741 | 2,826,143 | 3,161,046 | 2,498,692 | 2,685,860 |
| 621,326 | - | - | - | - | - |
| 7,210,525 | 7,759,900 | 6,431,769 | 5,028,077 | 3,022,931 | 2,808,239 |
| 1,084,910 | 1,031,000 | 1,143,729 | 1,070,500 | 934,036 | 1,198,393 |
| 700,618 | 628,762 | 557,042 | 583,843 | 599,540 | 616,102 |
| - | - | - | - | - | - |
| - | 283,542 | - | - | - | - |
| 40,241,184 | 40,764,130 | 37,716,054 | 35,650,855 | 31,987,534 | 31,729,313 |
| (10,215,561) | (10,385,629) | (9,275,318) | (7,746,115) | (5,447,852) | (4,998,648) |
| 7,990,703 | 7,014,528 | 7,873,404 | 11,159,572 | 11,877,562 | 9,564,909 |
| (816,158) | (424,356) | (1,457,807) | (57,164) | (170,942) | (48,862) |
| 23,773 | 52,486 | 90,087 | 108,512 | 17,084 | 2,023 |
| 101,472 | - | - | - | - | - |
| - | (9,928,053) | - | - | - | - |
| - | (42,045) | - | - | - | - |
| - | 511,647 | - | - | - | - |
| - | 16,865,000 | - | 2,010,000 | - | 1,250,000 |
| 7,299,790 | 14,049,207 | 6,505,684 | 13,220,920 | 11,723,704 | 10,768,070 |
| $ (2,915,771) | $ 3,663,578 | $ (2,769,634) | $ 5,474,805 | $ 6,275,852 | $ 5,769,422 |
| 5.4% | 5.0% | 5.4% | 5.4% | 5.3% | 6.3% |

**City of Cocoa, Florida**
General Governmental Revenues by Sources
Last Ten Fiscal Years - (accrual basis of accounting) **Schedule 5**

| Fiscal Year | Property Taxes | Utility Taxes and Franchise Fees | Inter-governmental (1)* | Other* | Totals |
|---|---|---|---|---|---|
| 2022 | $ 7,675,100 | $ 5,055,810 | $ 6,230,189 | $ 12,617,929 | $ 31,579,028 |
| 2021 | 6,769,653 | 5,149,860 | 6,421,491 | 17,770,411 | 36,111,415 |
| 2020 | 6,387,378 | 4,198,126 | 5,446,234 | 17,499,782 | 33,531,520 |
| 2019 | 5,635,515 | 4,167,397 | 4,559,650 | 16,957,876 | 31,320,438 |
| 2018 | 5,168,838 | 4,083,555 | 5,342,696 | 15,430,534 | 30,025,623 |
| 2017 | 5,000,611 | 3,608,198 | 6,091,329 | 15,678,363 | 30,378,501 |
| 2016 | 4,699,241 | 3,597,190 | 5,495,267 | 14,570,284 | 28,361,982 |
| 2015 | 4,528,807 | 3,570,471 | 5,238,875 | 14,501,130 | 27,839,283 |
| 2014 | 4,520,106 | 3,403,911 | 4,512,528 | 14,041,442 | 26,477,987 |
| 2013 | 4,435,865 | 3,485,682 | 4,361,263 | 14,018,816 | 26,301,626 |

(1) Includes local option gas tax.
Note: Includes General, Special Revenue, Capital Projects and Debt Service Funds, as applicable.




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**City of Cocoa, Florida**
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

| Fiscal Year | Real Property | Personal Property | Centrally Assessed Property | Less: Tax-Exempt Property |
|---|---|---|---|---|
| 2022 | $ 1,443,390,470 | $ 253,655,264 | $ 6,374,418 | $ 475,009,058 |
| 2021 | 1,356,570,120 | 261,328,133 | 4,092,279 | 449,968,814 |
| 2020 | 1,259,462,890 | 270,050,324 | 4,163,609 | 433,914,576 |
| 2019 | 1,090,255,400 | 271,171,634 | 4,097,166 | 393,758,161 |
| 2018 | 1,002,254,870 | 261,193,143 | 4,067,057 | 376,627,031 |
| 2017 | 940,958,240 | 270,529,563 | 3,869,600 | 355,293,089 |
| 2016 | 874,284,810 | 277,265,631 | 3,514,003 | 337,493,706 |
| 2015 | 838,137,370 | 268,432,534 | 2,656,441 | 328,336,969 |
| 2014 | 820,754,020 | 277,223,578 | 2,335,457 | 325,183,520 |
| 2013 | 846,372,850 | 284,164,503 | 2,089,111 | 334,960,096 |

Source: Brevard County Property Appraiser.

| Total Taxable Assessed Value | Total Direct Tax Rate | Estimated Actual Taxable Value | Taxable Assessed Value as a Percentage of Actual Taxable Value |
|---|---|---|---|
| $ 1,228,411,094 | 6.453% | $ 1,222,019,304 | 100.523% |
| 1,172,021,718 | 5.979% | 1,166,698,204 | 100.456% |
| 1,099,762,247 | 5.979% | 1,093,766,539 | 100.548% |
| 971,766,039 | 5.979% | 967,726,786 | 100.417% |
| 890,888,039 | 5.979% | 888,479,522 | 100.271% |
| 860,064,314 | 5.979% | 857,337,863 | 100.318% |
| 817,570,738 | 5.979% | 818,427,691 | 99.895% |
| 780,889,376 | 5.979% | 782,374,729 | 99.810% |
| 775,129,535 | 5.979% | 775,765,766 | 99.918% |
| 797,666,368 | 5.981% | 798,015,398 | 99.956% |

**City of Cocoa, Florida**
Direct and Overlapping Property Tax Rates (1)
Last Ten Fiscal Years

**Schedule 7**

| Fiscal Year | City Direct Rate | Overlapping Rates | | | Total Direct and Overlapping Rates |
|---|---|---|---|---|---|
| | Basic Rate | Brevard County | Brevard County Public School | Independent Special Districts | |
| 2022 | 6.4532 | 4.8700 | 5.8500 | 0.2509 | 17.4241 |
| 2021 | 5.9790 | 5.0381 | 5.9420 | 0.2607 | 17.2198 |
| 2020 | 5.9790 | 5.2553 | 6.0860 | 0.2734 | 17.5937 |
| 2019 | 5.9790 | 5.4432 | 6.2990 | 0.2882 | 18.0094 |
| 2018 | 5.9790 | 5.8130 | 6.9160 | 0.4823 | 19.1903 |
| 2017 | 5.9790 | 5.4692 | 7.2750 | 0.3343 | 19.0575 |
| 2016 | 5.9790 | 5.6310 | 7.3390 | 0.3509 | 19.2999 |
| 2015 | 5.9811 | 5.7979 | 7.6060 | 0.3628 | 19.7478 |
| 2014 | 5.9811 | 5.9199 | 8.0960 | 0.3658 | 20.3628 |
| 2013 | 5.5813 | 5.9199 | 8.1120 | 0.3658 | 19.9790 |

(1) Per $1,000 of assessed value.
Source: Brevard County Tax Collector.




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**City of Cocoa, Florida**
Principal Taxpayers
Current and Nine Years Ago

| | | 2022 | |
|---|---|---|---|
| Rank | Tax Payer | Amount Levied | Percentage of Total City Levy |
| 1 | Wal-Mart Stores East LP | $ 449,178 | 5.67% |
| 2 | CF Dolphin COI LLC | 202,773 | 2.56% |
| 3 | East Florida Motor Sales, Inc | 75,887 | 0.96% |
| 4 | Sam's East, Inc. | 57,087 | 0.72% |
| 5 | Cocoa Commons Stations LLC | 54,296 | 0.68% |
| 6 | Mike Erdman Motors, Inc. | 47,030 | 0.59% |
| 7 | Sunrise Mobile Home Park LLC | 40,778 | 0.51% |
| 8 | 12550 LC | 40,181 | 0.51% |
| 9 | ILPT 4S COCOA LLC | 37,906 | 0.48% |
| 10 | Oaks Meadows LTD Partnership | 34,321 | 0.43% |
| | Total | $ 1,039,437 | 13.11% |
| | Total Amount Levied | $ 7,927,087 | |

Source: Brevard County Tax Collector.

| Rank | Taxpayer | 2013 Amount Levied | Percentage of Total City Levy |
|---|---|---|---|
| 1 | Wal-Mart Stores East LP | $ 50,865 | 1.14% |
| 2 | RLV Cocoa Commons | 37,382 | 0.84% |
| 3 | Sam's East, Inc | 35,221 | 0.79% |
| 4 | 12550 LC | 28,709 | 0.64% |
| 5 | Home Depot USA, Inc. | 28,709 | 0.64% |
| 6 | Oaks Meadows LTD Partnership | 21,442 | 0.48% |
| 7 | Monmouth Real Estate | 19,140 | 0.43% |
| 8 | Cocoa Commercial Properties | 18,541 | 0.42% |
| 9 | Sunrise Mobile Home Park LLC | 18,123 | 0.41% |
| 10 | Beyel Brothers | 17,206 | 0.39% |
| | Total | $ 275,338 | 6.18% |
| | Total Amount Levied | $ 4,452,014 | |

Source: Brevard County Tax Collector.

**City of Cocoa, Florida**
Property Tax Levies and Collections
Last Ten Fiscal Years **Schedule 9**

| Fiscal Year | Amount Levied | Current Year Collections: Amount Collected | Current Year Collections: Percentage of Levy | Delinquent Tax Collections (1) | Total Collections to Date: Total Amount Collected | Total Collections to Date: Percentage of Levy |
|---|---|---|---|---|---|---|
| 2022 | $ 7,927,087 | $ 7,378,533 | 93.08% | $ 296,567 | $ 7,675,100 | 96.82% |
| 2021 | 7,007,446 | 6,468,872 | 92.31% | 300,781 | 6,769,653 | 96.61% |
| 2020 | 6,575,409 | 6,023,708 | 91.61% | 363,670 | 6,387,378 | 97.14% |
| 2019 | 5,810,115 | 5,399,899 | 92.94% | 235,616 | 5,635,515 | 96.99% |
| 2018 | 5,324,625 | 4,947,189 | 92.91% | 224,292 | 5,171,481 | 97.12% |
| 2017 | 5,142,260 | 4,768,944 | 92.74% | 231,667 | 5,000,611 | 97.25% |
| 2016 | 4,888,261 | 4,454,794 | 91.13% | 244,447 | 4,699,241 | 96.13% |
| 2015 | 4,668,943 | 4,275,053 | 91.56% | 253,754 | 4,528,807 | 97.00% |
| 2014 | 4,636,129 | 4,235,126 | 91.35% | 284,980 | 4,520,107 | 97.50% |
| 2013 | 4,452,014 | 4,173,107 | 93.74% | 262,758 | 4,435,865 | 99.64% |

Source: Tax Certificate, Brevard County Property Appraiser.
Financial records of the City of Cocoa, Florida.

(1) Includes delinquent taxes, penalties and tax certificates.

**City of Cocoa, Florida**
Water Rates
Last Ten Fiscal Years **Schedule 10**

Tier rate structure as adopted via 2020 Utility Rate Study.

TIER RATE STRUCTURE BY METER SIZE EFFECTIVE 04/01/2021

| Meter Size | 1st Tier | 2nd Tier | 3rd Tier | 4th Tier |
|---|---|---|---|---|
| 3/4" | 0-5 | 6-10 | 11-20 | over 20 |
| 1" | 0-13 | 14-25 | 26-50 | over 50 |
| 1.5" | 0-43 | 44-85 | 86-170 | over 170 |
| 2" | 0-100 | 101-200 | 201-400 | over 400 |
| 3" | 0-300 | 301-600 | 601-1,200 | over 1,200 |
| 4" | 0-425 | 426-850 | 851-1,700 | over 1,700 |
| 6" | 0-3,250 | 3,251-6,500 | 6,501-13,000 | over 13,000 |
| 8" | 0-10,000 | 10,001-20,000 | 20,001-40,000 | over 40,000 |
| 10" | 0-21,000 | 21,001-42,000 | 42,001-84,000 | over 84,000 |

TIER RATE STRUCTURE BY METER SIZE THROUGH 03/31/2021

| Meter Size | 1st Tier | 2nd Tier | 3rd Tier | 4th Tier |
|---|---|---|---|---|
| 3/4" | 0-6 | 7-12 | 13-24 | over 24 |
| 1" | 0-15 | 16-30 | 31-60 | over 60 |
| 1.5" | 0-42 | 43-84 | 85-168 | over 168 |
| 2" | 0-102 | 103-204 | 205-408 | over 408 |
| 3" | 0-420 | 421-840 | 841-1,680 | over 1,680 |
| 4" | 0-690 | 691-1,380 | 1,381-2,760 | over 2,760 |
| 6" | 0-3,300 | 3,301-6,600 | 6,601-13,200 | over 13,200 |
| 8" | 0-12,000 | 12,001-24-000 | 24,001-48,000 | over 48,000 |
| 10" | 0-21,000 | 21,001-42,000 | 42,001-84,000 | over 84,000 |

**INSIDE COCOA CITY LIMITS**

BASE RATES

| | | 2021 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2022 | EFFECTIVE 4/01/21 | 10/01/21-3/30/21 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 |
| 3/4" | $ 15.39 | $ 14.80 | $ 16.44 | $ 16.44 | $ 15.66 | $ 14.91 | $ 14.34 | $ 13.66 | $ 13.26 | $ 13.26 | $ 12.63 |
| 1" | 35.64 | 34.27 | 39.82 | 39.82 | 37.92 | 36.11 | 34.72 | 33.07 | 32.11 | 32.11 | 30.58 |
| 1.5" | 82.89 | 79.70 | 72.22 | 72.22 | 68.78 | 65.50 | 62.98 | 59.98 | 58.23 | 58.23 | 55.46 |
| 2" | 130.14 | 125.13 | 180.63 | 180.63 | 172.03 | 163.84 | 157.54 | 150.04 | 145.67 | 145.67 | 138.73 |
| 3" | 295.50 | 284.13 | 433.62 | 433.62 | 412.97 | 393.30 | 378.17 | 360.16 | 349.67 | 349.67 | 333.02 |
| 4" | 508.10 | 488.56 | 650.42 | 650.42 | 619.45 | 589.95 | 567.26 | 540.25 | 524.51 | 524.51 | 499.53 |
| 6" | 1,081.80 | 1,040.19 | 1,228.63 | 1,228.63 | 1,170.12 | 1,114.40 | 1,071.54 | 1,020.51 | 990.79 | 990.79 | 943.61 |
| 8" | 1,891.72 | 1,818.96 | 1,707.49 | 1,707.49 | 1,626.18 | 1,548.74 | 1,489.17 | 1,418.26 | 1,376.95 | 1,376.95 | 1,311.38 |
| 10" | 2,836.63 | 2,727.53 | 2,189.30 | 2,189.30 | 2,082.05 | 1,982.90 | 1,906.63 | 1,815.84 | 1,762.95 | 1,762.95 | 1,679.00 |
| VOLUME RATES PER THOUSAND GALLONS | | | | | | | | | | | |
| 1st Tier | $ 3.56 | $ 3.42 | $ 3.42 | $ 3.42 | $ 3.26 | $ 3.10 | $ 2.98 | $ 2.84 | $ 2.76 | $ 2.76 | $ 2.63 |
| 2nd Tier | $ 7.01 | $ 6.74 | $ 6.55 | $ 6.55 | $ 6.24 | $ 5.94 | $ 5.71 | $ 5.44 | $ 5.28 | $ 5.28 | $ 5.03 |
| 3rd Tier | $ 9.96 | $ 9.58 | $ 8.54 | $ 8.54 | $ 8.13 | $ 7.74 | $ 7.44 | $ 7.09 | $ 6.88 | $ 6.88 | $ 6.55 |
| 4th Tier | $ 12.99 | $ 12.49 | $ 11.50 | $ 11.50 | $ 10.95 | $ 10.43 | $ 10.03 | $ 9.55 | $ 9.27 | $ 9.27 | $ 8.83 |

**OUTSIDE COCOA CITY LIMITS**

BASE RATES

| | | 2021 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2022 | EFFECTIVE 4/01/21 | 10/01/21-3/30/21 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 |
| 3/4" | $ 16.93 | $ 16.28 | $ 18.08 | $ 18.08 | $ 17.23 | $ 16.40 | $ 15.77 | $ 15.03 | $ 14.59 | $ 14.59 | $ 13.89 |
| 1" | 39.20 | 37.70 | 43.80 | 43.80 | 41.71 | 39.72 | 38.19 | 36.38 | 35.32 | 35.32 | 33.64 |
| 1.5" | 91.18 | 87.67 | 79.44 | 79.44 | 75.66 | 72.05 | 69.28 | 65.98 | 64.06 | 64.06 | 61.01 |
| 2" | 143.15 | 137.64 | 198.69 | 198.69 | 189.23 | 180.22 | 173.29 | 165.04 | 160.23 | 160.23 | 152.60 |
| 3" | 325.05 | 312.54 | 476.98 | 476.98 | 454.27 | 432.63 | 415.99 | 396.18 | 384.64 | 384.64 | 366.32 |
| 4" | 558.91 | 537.41 | 715.46 | 715.46 | 681.40 | 648.95 | 623.99 | 594.28 | 576.96 | 576.96 | 549.48 |
| 6" | 1,189.98 | 1,144.21 | 1,351.49 | 1,351.49 | 1,287.13 | 1,225.84 | 1,178.69 | 1,122.56 | 1,089.87 | 1,089.87 | 1,037.97 |
| 8" | 2,080.89 | 2,000.86 | 1,878.24 | 1,878.24 | 1,788.80 | 1,703.61 | 1,638.09 | 1,560.09 | 1,514.65 | 1,514.65 | 1,442.52 |
| 10" | 3,120.29 | 3,000.28 | 2,408.23 | 2,408.23 | 2,290.26 | 2,181.19 | 2,097.29 | 1,997.42 | 1,939.25 | 1,939.25 | 1,846.90 |
| VOLUME RATES PER THOUSAND GALLONS | | | | | | | | | | | |
| 1st Tier | $ 3.92 | $ 3.76 | $ 3.76 | $ 3.76 | $ 3.59 | $ 3.41 | $ 3.28 | $ 3.12 | $ 3.04 | $ 3.04 | $ 2.89 |
| 2nd Tier | $ 7.71 | $ 7.41 | $ 7.21 | $ 7.21 | $ 6.86 | $ 6.53 | $ 6.28 | $ 5.98 | $ 5.81 | $ 5.81 | $ 5.53 |
| 3rd Tier | $ 10.96 | $ 10.54 | $ 9.39 | $ 9.39 | $ 8.94 | $ 8.51 | $ 8.18 | $ 7.80 | $ 7.57 | $ 7.57 | $ 7.21 |
| 4th Tier | $ 14.29 | $ 13.74 | $ 12.65 | $ 12.65 | $ 12.05 | $ 11.47 | $ 11.03 | $ 10.51 | $ 10.20 | $ 10.20 | $ 9.71 |

**City of Cocoa, Florida**
Waste Water Rates
Last Ten Fiscal Years

**Schedule 11**

**INSIDE COCOA CITY LIMITS**
**BASE RATES**

| Meter Size | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 |
|---|---|---|---|---|---|---|---|---|---|---|
| 3/4" | $ 18.46 | $ 17.75 | $ 15.89 | $ 15.13 | $ 14.41 | $ 13.86 | $ 13.20 | $ 12.82 | $ 12.82 | $ 12.21 |
| 1" | 43.16 | 41.50 | 29.73 | 28.31 | 26.96 | 25.92 | 24.69 | 23.97 | 23.97 | 22.83 |
| 1.5" | 100.78 | 96.90 | 59.62 | 56.78 | 54.08 | 52.00 | 49.52 | 48.08 | 48.08 | 45.79 |
| 2" | 158.40 | 152.31 | 148.96 | 141.87 | 135.11 | 129.91 | 123.72 | 120.12 | 120.12 | 114.40 |
| 3" | 360.08 | 346.23 | 596.15 | 567.76 | 540.72 | 519.92 | 495.16 | 480.74 | 480.74 | 457.85 |
| 4" | 619.38 | 595.56 | 894.22 | 851.64 | 811.09 | 779.89 | 742.75 | 721.12 | 721.12 | 686.78 |
| 6" | 1,319.07 | 1,268.34 | 1,609.61 | 1,532.96 | 1,459.96 | 1,403.81 | 1,336.96 | 1,298.02 | 1,298.02 | 1,236.21 |
| 8" | 2,306.89 | 2,218.16 | 2,575.49 | 2,452.85 | 2,336.05 | 2,246.20 | 2,139.24 | 2,076.93 | 2,076.93 | 1,978.03 |
| 10" | 3,459.33 | 3,326.28 | 3,702.29 | 3,525.99 | 3,358.09 | 3,228.93 | 3,075.17 | 2,985.60 | 2,985.60 | 2,843.43 |
| Volume Rate | | | | | | | | | | |
| Per 1,000 Gal. | $ 7.48 | $ 7.19 | $ 7.53 | $ 7.17 | $ 6.83 | $ 6.57 | $ 6.26 | $ 6.08 | $ 6.08 | $ 5.79 |

**OUTSIDE COCOA CITY LIMITS**
**BASE RATES**

| Meter Size | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 |
|---|---|---|---|---|---|---|---|---|---|---|
| 3/4" | $ 23.08 | $ 22.19 | $ 19.87 | $ 18.92 | $ 18.02 | $ 17.33 | $ 16.50 | $ 16.03 | $ 16.03 | $ 15.26 |
| 1" | 53.94 | 51.87 | 37.16 | 35.39 | 33.70 | 32.40 | 30.86 | 29.96 | 29.96 | 28.54 |
| 1.5" | 125.98 | 121.13 | 74.53 | 70.98 | 67.60 | 65.00 | 61.90 | 60.10 | 60.10 | 57.24 |
| 2" | 198.00 | 190.38 | 186.19 | 177.32 | 168.88 | 162.38 | 154.65 | 150.15 | 150.15 | 143.00 |
| 3" | 450.10 | 432.79 | 745.19 | 709.70 | 675.90 | 649.90 | 618.95 | 600.93 | 600.93 | 572.31 |
| 4" | 774.22 | 744.44 | 1,117.77 | 1,064.54 | 1,013.85 | 974.86 | 928.44 | 901.40 | 901.40 | 858.48 |
| 6" | 1,648.85 | 1,585.43 | 2,012.01 | 1,916.20 | 1,824.95 | 1,754.76 | 1,671.20 | 1,622.53 | 1,622.53 | 1,545.26 |
| 8" | 2,883.61 | 2,772.70 | 3,219.36 | 3,066.06 | 2,920.06 | 2,807.75 | 2,674.05 | 2,596.16 | 2,596.16 | 2,472.54 |
| 10" | 4,324.16 | 4,157.85 | 4,627.86 | 4,407.49 | 4,197.61 | 4,036.16 | 3,843.96 | 3,732.00 | 3,732.00 | 3,554.29 |
| Volume Rate | | | | | | | | | | |
| Per 1,000 Gal. | $ 9.35 | $ 8.99 | $ 9.43 | $ 8.98 | $ 8.55 | $ 8.22 | $ 7.83 | $ 7.60 | $ 7.60 | $ 7.24 |

Source: Financial records of the City of Cocoa, Florida.

**City of Cocoa, Florida**
Water and Waste Water System Growth
Last Ten Fiscal Years

**Schedule 12**

**Water System**

| Year | Number of Customers | Increase in Customers | Annual Revenue* | Increase in Revenue | Avg. Daily Flow (mgd**) | Change in Avg. Daily Flow |
|---|---|---|---|---|---|---|
| 2022 | 87,413 | 1.91% | $ 58,961,835 | 6.61% | 18.409 | -9.87% |
| 2021 | 85,778 | 1.64% | 55,304,853 | 0.30% | 20.424 | -0.82% |
| 2020 | 84,393 | 0.89% | 55,139,169 | 5.60% | 20.592 | 2.11% |
| 2019 | 83,649 | 1.71% | 52,215,889 | 6.02% | 20.166 | -0.65% |
| 2018 | 82,246 | 2.06% | 49,249,171 | 0.75% | 20.298 | -7.44% |
| 2017 | 80,582 | 0.47% | 48,880,866 | 6.78% | 21.929 | 3.21% |
| 2016 | 80,206 | 0.78% | 45,776,069 | 3.15% | 21.247 | -3.22% |
| 2015 | 79,589 | 1.52% | 44,378,086 | -2.15% | 21.954 | 3.44% |
| 2014 | 78,398 | -2.24% | 45,354,935 | 3.20% | 21.223 | -5.13% |
| 2013 | 80,198 | 0.69% | 43,949,338 | 5.08% | 22.370 | -0.27% |

**Waste Water System**

| Year | Number of Customers | Increase in Customers | Annual Revenue* | Increase in Revenue | Avg. Daily Flow (mgd**) | Change in Avg. Daily Flow |
|---|---|---|---|---|---|---|
| 2022 | 7,840 | 2.18% | $ 6,720,122 | 6.23% | 1.766 | -12.57% |
| 2021 | 7,673 | 4.65% | 6,325,718 | 6.79% | 2.020 | -7.97% |
| 2020 | 7,332 | -0.05% | 5,923,625 | 6.34% | 2.195 | 7.60% |
| 2019 | 7,336 | 4.00% | 5,570,678 | 7.72% | 2.040 | -11.61% |
| 2018 | 7,054 | 0.96% | 5,171,562 | -1.85% | 2.308 | 6.07% |
| 2017 | 6,987 | -0.77% | 5,269,276 | 5.25% | 2.176 | 4.77% |
| 2016 | 7,041 | 1.53% | 5,006,306 | 2.99% | 2.077 | -2.90% |
| 2015 | 6,935 | 0.52% | 4,860,790 | 2.52% | 2.139 | 19.10% |
| 2014 | 6,899 | 12.16% | 4,741,096 | 2.40% | 1.796 | -10.65% |
| 2013 | 6,151 | -8.63% | 4,629,901 | 3.62% | 2.010 | 3.61% |

* Revenues exclude miscellaneous charges for services not directly related to consumption.
** mgd = million gallons per day.

Source: Financial records of the City of Cocoa, Florida.

**City of Cocoa, Florida**
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

| | Governmental Activities | | | | | |
|---|---|---|---|---|---|---|
| Fiscal Year | Capital Improvement Revenue Bonds | Fire Protection Assessment Revenue Bond | Cocoa Redevelopment Agency Revenue Bonds | Leases (2) | Note Payable | Net Issuance Discounts & Premiums |
| 2022 | $ 6,960,000 | $ 7,050,000 | $ - | $ 756,755 | $ 974,000 | $ 348,697 |
| 2021 | 7,295,000 | 7,225,000 | - | - | 1,233,000 | 372,878 |
| 2020 | 7,620,000 | 7,395,000 | - | - | 2,761,000 | 397,059 |
| 2019 | 7,935,000 | 7,560,000 | - | 35,652 | 2,492,000 | 421,240 |
| 2018 | 8,731,065 | 7,679,356 | - | 68,562 | 3,103,000 | 445,421 |
| 2017 | 9,051,647 | 7,837,955 | - | - | 3,700,000 | 469,602 |
| 2016 | 9,376,026 | - | - | - | 4,286,000 | (173,974) |
| 2015 | 9,642,327 | - | 297,729 | - | 4,857,000 | (182,673) |
| 2014 | 9,898,628 | - | 573,229 | - | 3,377,000 | (191,372) |
| 2013 | 10,144,929 | - | 838,729 | 64,536 | 3,726,000 | (200,701) |

(1) See Schedule 18 - Demographic and Economic Statistics.

(2)Prior to 10/1/21,the City had Capital Lease agreements. As of 10/1/21, the City had Lease obligations as defined under GASB Statement No. 87.

| Business-type Activities | | | | | | |
|---|---|---|---|---|---|---|
| Water and Sewer Bonds | Leases | Note and Loans Payable | Net Issuance Discounts & Premiums | Total Primary Government | Percentage of Personal Income (1) | Per capita (1) |
| $ 84,916,000 | $ 3,701,791 | $ - | $ 5,897,176 | $ 110,604,419 | 9.6% | $ 5,336 |
| 90,785,002 | - | - | 6,206,855 | 113,117,735 | 11.4% | 5,853 |
| 82,715,000 | - | 13,850,555 | 6,516,536 | 121,255,150 | 13.0% | 6,228 |
| 86,160,000 | - | 15,930,125 | 6,826,218 | 127,360,235 | 14.5% | 6,589 |
| 56,135,000 | - | 17,952,442 | (350,026) | 93,764,820 | 11.2% | 4,862 |
| 57,739,956 | - | 19,919,095 | (380,044) | 98,338,211 | 12.9% | 5,181 |
| 60,295,739 | - | 22,026,569 | (369,261) | 95,441,099 | 12.5% | 5,068 |
| 62,726,522 | - | 24,059,149 | (358,478) | 101,041,576 | 14.1% | 5,517 |
| 65,037,304 | - | 26,161,299 | (347,696) | 104,508,392 | 15.6% | 5,931 |
| 65,224,990 | - | 28,332,602 | (336,913) | 107,794,172 | 16.3% | 6,180 |

**City of Cocoa, Florida**
Ratio of General Bonded Debt Outstanding
Last Ten Fiscal Years **Schedule 14**

| | General Bonded Debt Outstanding | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Fiscal Year | Capital Improvement Revenue Bonds | Fire Protection Assessment Revenue Bond | Net Issuance Discounts & Premiums | Total | Percentage of Actual Taxable Value of Property (in thousands) | Per Capita | Population (1) | Net Assessed Value (in thousands) |
| 2022 | $ 6,960,000 | $ 7,050,000 | $ 348,697 | $ 14,358,697 | 0.012 | $ 721.83 | 19,892 | $ 1,222,019 |
| 2021 | 7,295,000 | 7,225,000 | 372,878 | 14,892,878 | 0.013 | 770.57 | 19,327 | 1,166,698 |
| 2020 | 7,620,000 | 7,395,000 | 397,059 | 15,412,059 | 0.014 | 797.40 | 19,328 | 1,093,767 |
| 2019 | 7,935,000 | 7,560,000 | 421,240 | 15,916,240 | 0.016 | 801.69 | 19,328 | 967,727 |
| 2018 | 8,731,065 | 7,679,356 | 445,421 | 16,855,842 | 0.019 | 850.90 | 19,286 | 888,480 |
| 2017 | 9,051,647 | 7,837,955 | 469,602 | 17,359,204 | 0.020 | 914.51 | 18,982 | 857,338 |
| 2016 | 9,376,026 | - | (173,974) | 9,202,052 | 0.011 | 488.61 | 18,833 | 818,428 |
| 2015 | 9,642,327 | - | (182,673) | 9,459,654 | 0.012 | 516.55 | 18,313 | 782,375 |
| 2014 | 9,898,628 | - | (191,372) | 9,707,256 | 0.013 | 549.12 | 17,678 | 775,766 |
| 2013 | 10,144,929 | - | (200,701) | 9,944,228 | 0.012 | 570.10 | 17,443 | 798,015 |

(1) Source: Bureau of Economic and Business Research, University of Florida.

State Statutes impose no limitation on the amount of bonded debt the City can issue and the City has not adopted a legal debt limit.

**City of Cocoa, Florida**
Direct and Overlapping Governmental Activities Debt
September 30, 2022 **Schedule 16**

| Governmental Unit | Debt Outstanding (1) | Applicable Percentage (2) | City's Estimated Share of Direct and Overlapping Debt |
|---|---|---|---|
| Brevard County | $ 23,174,475 | 2.80% | $ 649,819 |
| City of Cocoa Direct Debt (Governmental Activities) | | | |
| Revenue Bonds net of related premiums and discounts | | | 14,358,697 |
| Revenue Notes | | | 974,000 |
| | | | 15,332,697 |
| Total Direct and Overlapping Debt | | | $ 15,982,516 |

(1) Source: Brevard County Annual Comprehensive Financial Report. Table 12
(2) Source: Brevard County Annual Comprehensive Financial Report. Table 7

**City of Cocoa, Florida**
Pledged Revenue Coverage
Last Ten Fiscal Years - (in thousands of dollars) **Schedule 17**

| | Water and Sewer System Revenue Bonds | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | Debt Service | | | |
| Fiscal Year | Pledged Revenues (1) | Less: Operating Expenses (2) | Net Available Revenue | Principal (3) | Interest | Total | Coverage (4) |
| 2022 | $ 68,498 | $ 33,117 | $ 35,381 | $ 3,755 | $ 3,532 | $ 7,287 | 4.86 |
| 2021 | 66,833 | 29,621 | 37,212 | 3,595 | 3,688 | 7,283 | 5.11 |
| 2020 | 67,067 | 32,010 | 35,057 | 3,445 | 3,837 | 7,282 | 4.81 |
| 2019 | 64,937 | 30,992 | 33,945 | 3,580 | 4,121 | 7,701 | 4.41 |
| 2018 | 59,569 | 32,889 | 26,680 | 2,670 | 3,071 | 5,741 | 4.65 |
| 2017 | 58,263 | 31,557 | 26,706 | 2,545 | 2,994 | 5,539 | 4.82 |
| 2016 | 55,856 | 30,195 | 25,661 | 2,420 | 3,124 | 5,544 | 4.63 |
| 2015 | 53,736 | 29,455 | 24,281 | 2,300 | 3,248 | 5,548 | 4.38 |
| 2014 | 54,392 | 27,793 | 26,599 | 2,180 | 3,362 | 5,542 | 4.80 |
| 2013 | 53,301 | 27,603 | 25,698 | 2,095 | 3,434 | 5,529 | 4.65 |

(1) Pledged revenues include operating and non-operating revenues of Water and Sewer System, excluding impact fees, capital contributions, and intergovernmental. Beginning in 2019, interfund administrative charges are excluded.
(2) Operating expenses excludes interest and depreciation.
(3) Bond proceeds from revenue refunding bonds are excluded since payments are made with proceeds and not pledged revenues. Accordingly, they are not included in the above calculations.
(4) Required coverage is 1.25.

**City of Cocoa, Florida**
Demographic and Economic Statistics
Last Ten Fiscal Years **Schedule 18**

| Fiscal Year | Population (1) | Personal Income | Per Capita Personal Income (2) | Unemployment Rate (3) |
|---|---|---|---|---|
| 2022 | 19,892 | $ 1,103,548,484 | $ 55,477 | 4.0% |
| 2021 | 19,327 | 995,475,789 | 51,507 | 3.8% |
| 2020 | 19,328 | 925,975,897 | 47,911 | 7.2% |
| 2019 | 19,328 | 877,974,400 | 45,425 | 3.3% |
| 2018 | 19,286 | 840,715,312 | 43,592 | 3.7% |
| 2017 | 18,982 | 791,264,670 | 41,685 | 4.6% |
| 2016 | 18,833 | 762,943,663 | 40,511 | 5.2% |
| 2015 | 18,313 | 717,832,974 | 39,198 | 6.1% |
| 2014 | 17,678 | 672,382,730 | 38,035 | 6.9% |
| 2013 | 17,443 | 664,264,326 | 38,082 | 7.9% |

(1) Source :Bureau of Economic and Business Research, University of Florida Annual 2021.

(2) Source: bea.gov/data/income-saving/personal-income-county - metro and other areas.

(3) Source: U.S. Department of Labor, Bureau of Labor Statistics, Palm Bay-Melbourne-Titusville, FL (Metropolitan Areas).




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**City of Cocoa, Florida**
Principal Employers
Current and Nine Years Ago

| | 2022 | | |
|---|---|---|---|
| **Rank** | **Employer (1)** | **Employees (1)** | **% of Total Employment (2)** |
| 1 | Walmart Distribution | 654 | 5.39% |
| 2 | Pubix | 614 | 5.06% |
| 3 | City of Cocoa | 464 | 3.82% |
| 4 | Beyel Brothers, Inc. | 452 | 3.72% |
| 5 | Eastern Florida State College - Cocoa Campus | 411 | 3.39% |
| 6 | Wal-Mart Associates, Inc. | 333 | 2.74% |
| 7 | IRBY Construction Company, Inc. | 230 | 1.89% |
| 8 | Brevard Robotics, Inc. | 179 | 1.47% |
| 9 | Bob Steel Chevrolet, Inc. | 140 | 1.15% |
| 10 | Sam's Club | 140 | 1.15% |
| | | 3,617 | 29.79% |

(1) Source: The companies listed above.
(2) Source: Space Coast Economic Development Council.

## Schedule 19

| | 2013 | | |
|---|---|---|---|
| Rank | Employer | Employees | % of Total Employment |
| 1 | Eastern Florida State College | 657 | 8.06% |
| 2 | City of Cocoa | 393 | 4.82% |
| 3 | Wal-Mart Supercenter | 380 | 4.66% |
| 4 | Dept of Health & Rehab Services | 200 | 2.45% |
| 5 | University of Central Florida | 190 | 2.33% |
| 6 | Beyel Brothers, Inc. | 180 | 2.21% |
| 7 | Sam's Club | 160 | 1.96% |
| 8 | Met-Con, Inc. | 130 | 1.59% |
| 9 | Brevard Robotics, Inc. | 120 | 1.47% |
| 10 | Sun & Skin Care Research LLC | 120 | 1.47% |
| | Total Employees | 2,530 | 31.02% |

Source: Bureau of Economic and Business Research.

**City of Cocoa, Florida**
Full-Time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

| Function/Program | 2022 | 2021 | 2020 | 2019 |
|---|---|---|---|---|
| General government | | | | |
| City Manager/OMB | 4.00 | 4.00 | 4.00 | 5.00 |
| City Clerk | 3.00 | 3.00 | 3.00 | 3.00 |
| Finance | 10.00 | 11.00 | 12.50 | 11.50 |
| Customer Service | 22.00 | 23.00 | 22.00 | 22.00 |
| Human Resources | 7.00 | 7.00 | 6.50 | 6.50 |
| Purchasing | 5.00 | 4.00 | 3.00 | 3.00 |
| Information Technology | 10.00 | 9.00 | 9.00 | 10.50 |
| Fleet Services | 7.00 | 6.00 | 7.00 | 6.50 |
| Growth & Economic Development | 2.00 | | | |
| Community Services | 8.80 | 12.00 | 14.00 | 13.00 |
| Other | 0.00 | 0.00 | 0.00 | 0.00 |
| Public Safety | | | | |
| Police Department | 93.00 | 94.00 | 97.00 | 97.00 |
| Fire Department | 44.00 | 45.00 | 41.00 | 47.00 |
| Public Works | 29.00 | 27.00 | 28.80 | 27.80 |
| Water | 151.00 | 148.00 | 153.50 | 150.50 |
| Wastewater | 46.00 | 40.00 | 39.00 | 37.00 |
| Stormwater | 6.00 | 7.00 | 6.60 | 7.60 |
| Recreation | 9.20 | 6.00 | 9.00 | 8.50 |
| Total | 457.00 | 446.00 | 455.90 | 456.40 |

Source: City of Cocoa Finance Department.

Note 1: Beginning in Fiscal Year 2017, the City of Cocoa moved Code Enforcement from Community Services to Public Safety - Police Department.

Note 2: Beginning in fiscal year 2013 OMB moved to the Finance Department.

Note 3: Beginning in Fiscal Year 2021, the Warehouse Department began reporting to Purchasing.

Note 4: Beginning in Fiscal Year 2022, the City of Cocoa moved Growth and Economic Development into its own Department.

| 2018 | 2017 | 2016 | 2015 | 2014 | 2013 |
|---|---|---|---|---|---|
| 4.00 | 4.00 | 3.00 | 3.00 | 3.00 | 1.00 |
| 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 |
| 11.50 | 11.50 | 12.00 | 11.00 | 12.00 | 10.50 |
| 29.00 | 28.00 | 26.00 | 25.00 | 25.00 | 18.00 |
| 5.50 | 6.50 | 7.00 | 6.00 | 4.00 | 4.00 |
| 3.00 | 3.00 | 3.00 | 3.00 | 2.00 | 2.00 |
| 9.50 | 9.50 | 8.50 | 7.50 | 8.00 | 7.00 |
| 6.00 | 7.00 | 7.00 | 7.00 | 7.00 | 7.00 |
| 9.80 | 11.80 | 16.00 | 18.00 | 17.00 | 15.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 95.00 | 92.50 | 89.50 | 95.25 | 92.00 | 90.00 |
| 48.00 | 45.00 | 44.00 | 44.00 | 43.00 | 39.00 |
| 24.80 | 26.80 | 28.00 | 27.00 | 27.00 | 26.00 |
| 150.00 | 149.00 | 128.00 | 127.00 | 129.00 | 135.50 |
| 36.00 | 36.00 | 33.00 | 33.00 | 28.00 | 30.00 |
| 5.40 | 7.40 | 6.00 | 5.00 | 7.00 | 3.00 |
| 4.50 | 5.00 | 5.00 | 5.00 | 3.00 | 2.00 |
| 445.00 | 446.00 | 419.00 | 419.75 | 410.00 | 393.00 |

**City of Cocoa, Florida**
Operating Indicators by Function/Program
Last Ten Fiscal Years

| Function/Program | 2022 | 2021 | 2020 | 2019 |
|---|---|---|---|---|
| General government | | | | |
| Building permits issued | 1,821 | 1,632 | 1,818 | 2,012 |
| Building inspections conducted | 7,671 | 5,108 | 5,741 | 4,695 |
| Police | | | | |
| Physical arrests | 1,065 | 993 | 1,124 | 1,450 |
| Parking violations | 3 | 11 | 20 | 34 |
| Traffic violations | 1,415 | 1,493 | 1,522 | 2,380 |
| Fire | | | | |
| Emergency responses | 5,956 | 5,821 | 4,770 | 5,323 |
| Fire responses | 151 | 135 | 114 | 95 |
| Inspections | 1,800 | 2,200 | 707 | 1,226 |
| Public Works | | | | |
| Streets resurfacing (miles) | 5 | 2 | 2 | 2 |
| Water | | | | |
| New connections | 1,424 | 1,036 | 1,223 | 1,078 |
| Water main breaks | 101 | 83 | 59 | 84 |
| Average daily consumption (thousands of gallons) | 18,409 | 20,424 | 20,592 | 20,166 |
| Peak daily consumption (thousands of gallons) | 22,842 | 24,991 | 26,175 | 25,292 |
| Wastewater | | | | |
| Average daily sewage treatment (thousands of gallons) | 1,766 | 2,020 | 2,195 | 2,040 |

Source: Various City of Cocoa departments.

(1) In Fiscal Year 2017, the Fire Department began performing new business and annual fire inspections. The Building Division performs initial fire inspections during the building permit process (not included herein).

(2) In Fiscal Year 2013, the City discontinued annual fire inspections. The Building Division conducts inspections for state-licensed facilities upon request.

| 2018 | 2017 (1) | 2016 | 2015 | 2014 | 2013 (2) |
|---|---|---|---|---|---|
| 1,503 | 1,084 | 1,063 | 996 | 917 | 815 |
| 2,738 | 3,294 | 3,618 | 3,669 | 2,890 | 2,118 |
| 1,451 | 1,274 | 1,054 | 1,543 | 1,636 | 1,510 |
| 31 | 49 | 48 | 24 | 12 | 19 |
| 2,455 | 2,568 | 1,630 | 2,096 | 3,161 | 2,455 |
| 5,425 | 5,413 | 5,139 | 4,835 | 4,481 | 4,085 |
| 107 | 144 | 107 | 96 | 108 | 90 |
| 252 | 199 | 83 | 73 | 102 | 349 |
| - | 6 | 4 | 2 | 4 | - |
| 916 | 803 | 707 | 719 | 522 | 612 |
| 75 | 135 | 83 | 107 | 118 | 105 |
| 20,298 | 21,929 | 21,247 | 21,954 | 21,223 | 22,370 |
| 26,444 | 27,695 | 28,271 | 27,550 | 26,867 | 29,028 |
| 2,308 | 2,176 | 2,077 | 2,139 | 1,796 | 1,930 |

**City of Cocoa, Florida**
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

| | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|
| **Function/Program** | | | | | |
| Police Stations | 1 | 1 | 1 | 1 | 1 |
| Fire Stations | 3 | 3 | 3 | 3 | 3 |
| Other Public Works | | | | | |
| Streets (miles) | 79 | 79 | 79 | 79 | 79 |
| Street Lights | 2,212 | 2,182 | 2,182 | 2,182 | 2,182 |
| Traffic Signals | 146 | 146 | 146 | 146 | 146 |
| Water | | | | | |
| Water mains (miles) | 1,388 | 1,375 | 1,376 | 1,369 | 1,360 |
| Fire Hydrants in Cocoa | 730 | 710 | 706 | 701 | 699 |
| Fire Hydrants - Total System | 7,039 | 6,956 | 6,814 | 6,773 | 6,718 |
| Storage capacity | | | | | |
| (thousands of gallons) | 22,500 | 22,500 | 22,500 | 22,500 | 22,500 |
| Wastewater | | | | | |
| Sanitary sewers (miles) (1) | 135 | 135 | 135 | 130 | 130 |
| Treatment capacity | | | | | |
| (thousands of gallons) | 4,500 | 4,500 | 4,500 | 4,500 | 4,500 |

Sources: Various City of Cocoa departments.

(1) City of Cocoa, Sanitary Sewers (miles) for fiscal years 2017, 2016 and 2015 have been restated to exclude Private Sewer miles.

**Schedule 22**

| 2017 | 2016 | 2015 | 2014 | 2013 |
|---|---|---|---|---|
| 1 | 1 | 1 | 1 | 1 |
| 3 | 3 | 3 | 3 | 3 |
| 79 | 79 | 79 | 93 | 93 |
| 2,182 | 2,182 | 2,004 | 2,004 | 2,004 |
| 146 | 146 | 146 | 146 | 146 |
| 1,353 | 1,341 | 1,339 | 1,331 | 1,325 |
| 689 | 687 | 685 | 687 | 684 |
| 6,658 | 6,590 | 6,499 | 6,515 | 6,467 |
| 22,500 | 22,500 | 22,500 | 22,500 | 22,500 |
| 119 | 118 | 118 | 117 | 117 |
| 4,500 | 4,500 | 4,500 | 4,500 | 4,500 |




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## INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Cocoa, Florida, (the "City") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated April 7, 2023.

### Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, grant agreements and contracts, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Pursuant to provisions of Chapter 10.550, *Rules of the Auditor General,* we reported certain matters to management of the City in a separate management letter and Independent Accountant's Report dated April 7, 2023.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
April 7, 2023

MSL
Certified Public Accountants

# INDEPENDENT AUDITOR'S MANAGEMENT LETTER

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

## Report on the Financial Statements

We have audited the basic financial statements of the City of Cocoa, Florida (the "City") as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated April 7, 2023.

## Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* ("Uniform Guidance"); and Chapter 10.550, *Rules of the Auditor General*.

## Other Reporting Requirements

We have also issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*, Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control over Compliance and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance, Schedule of Findings and Questioned Costs, and Independent Accountant's Report on an examination conducted in accordance with AICPA *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated April 7, 2023, should be considered in conjunction with this management letter.

## Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial report. There were no findings and recommendations made in the preceding financial audit report.

## Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority is disclosed in the notes to the financial statements.

**Financial Condition and Management**

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General,* require us to apply appropriate procedures and report the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General,* we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based, in part, on representations made by management and the review of financial information provided by same. The assessment was done as of the fiscal year end.

Section 10.554(1)(i)2., *Rules of the Auditor General,* requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

**Special District Component Units**

Section 10.554(1)(i)5.c., *Rules of the Auditor General,* requires, if appropriate, that we communicated the failure of a special district that is a component unit of a county, municipality, or special district, provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that all special district component units provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.544(1)(i)6, *Rules of the Auditor General,* the Cocoa Community Redevelopment Agency reported:

a. The total number of district employees compensated in the last pay period of the district's fiscal year as zero (0).
b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as seven (7).
c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as zero (0).
d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as $733,718.
e. Each construction project with a total cost of at least $65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:
    1. Lee Wenner Park Dredging - $193,255
    2. Lee Wenner Parking Improvements - $481,934
f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as zero (0).

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.544(1)(i)6, *Rules of the Auditor General,* the Diamond Square Community Redevelopment Agency reported:

a. The total number of district employees compensated in the last pay period of the district's fiscal year as zero (0).

b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as two (2).
c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as zero (0).
d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as $26,957.50.
e. Each construction project with a total cost of at least $65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as zero (0).
f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as zero (0).

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.544(1)(i)6, *Rules of the Auditor General,* the Housing Authority of the City of Cocoa reported:

a. The total number of district employees compensated in the last pay period of the district's fiscal year as eleven (11)
b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as six (6).
c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as $592,192.
d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as $235,621.
e. Each construction project with a total cost of at least $65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as zero (0).
f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as zero (0).

**Additional Matters**

Section 10.554(1)(i)3., *Rules of the Auditor General,* requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Mayor, City Council, and applicable management and is not intended to be, and should not be, used by anyone other than these specified parties.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
April 7, 2023

MSL
Certified Public Accountants

## INDEPENDENT ACCOUNTANT'S REPORT

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

We have examined the City of Cocoa, Florida's (the "City") compliance with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2022. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied with those requirements, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2022.

MSL, P.A.
Certified Public Accountants

Orlando, Florida
April 7, 2023




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MSL
Certified Public Accountants

# INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

## Report on Compliance for Each Major Federal Program

### *Opinion on Each Major Federal Program*

We have audited the compliance of the City of Cocoa, Florida (the "City") with the types of compliance requirements described in the U.S. Office of Management and Budget ("OMB") *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the fiscal year ended September 30, 2022. The City's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the fiscal year ended September 30, 2022.

### *Basis for Opinion for Each Major Federal Program*

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

### *Responsibility of Management for Compliance*

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs and state projects.

***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program and state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

**Report on Internal Control over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

**Report on Internal Control over Compliance *(Continued)***

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses as defined above. However, material weaknesses may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

**Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated April 7, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for the purposes of additional analysis, as required by the Uniform Guidance, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
April 7, 2023

# City of Cocoa, Florida
# Schedule of Expenditures of Federal Awards
# For the Fiscal Year Ended September 30, 2022

| *Federal Agency/Pass-through Grantor/Program Title* | *Contract / Grant No.* | *Assistance Listing No.* | *Expenditures* | *Transfers to Subrecipient* |
|---|---|---|---|---|
| **U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT** | | | | |
| **Direct Program** | | | | |
| Community Development Block Grants/Entitlement Grants | B-21-MC-12-0003 | 14.218 | $ 190,762 | $ 26,287 |
| Community Development Block Grants/Entitlement Grants (CARES CV) | COVID-19-B-20-MW-12-0003 | 14.218 | 52,258 | 23,987 |
| **Subtotal - Direct Programs** | | | **$ 243,020** | **$ 50,274** |
| **Indirect Program, Pass through Brevard County:** | | | | |
| Home Investment Partnerships Program | M-20-DC-12-00200 | 14.239 | $ 132,348 | $ 114,485 |
| **Subtotal - Indirect Programs** | | | **$ 132,348** | **$ 114,485** |
| **Total U.S. Department of Housing & Urban Development** | | | **$ 375,368** | **$ 164,759** |
| **U.S. DEPARTMENT OF JUSTICE** | | | | |
| **Direct Program** | | | | |
| Bulletproof Vest Partnership Program | | | | |
| Public Safety Partnership and Community Policing Grant | 2019-BU-BX-19096472 | 16.607 | **$ 7,653** | **$ -** |
| Public Safety Partnership and Community Policing Grant | 2021-BU-BX-2202 | 16.607 | **588** | **-** |
| Edward Byrne Memorial Justice Assistance Grant Program - 2021 | 2021-15BJA-21-GG-01363-JAGX0 | 16.738 | **4,942** | **-** |
| **Subtotal - Direct Programs** | | | **$ 13,183** | **$ -** |
| **Indirect Program, pass through Florida Attorney District General's Office** | | | | |
| Crime Victim Assistance | VOCA-2019-City of Cocoa Police Depa-00038 | 16.575 | **$ 107,694** | **$ -** |
| **Subtotal - Indirect Programs** | | | **107,694** | **-** |
| **Total U.S. Department of Justice** | | | **$ 120,877** | **$ -** |
| **U.S. DEPARTMENT OF THE TREASURY** | | | | |
| **Direct Programs** | | | | |
| Coronavirus State and Local Fiscal Recovery Funds (American Rescue Plan) | COVID-19-1505-0271 | 21.027 | $ 761,141 | $ 20,000 |
| **Subtotal Direct Programs** | | | **$ 761,141** | **$ 20,000** |
| **Indirect Program, Pass through Florida Housing Finance Corporation** | | | | |
| FEMA/Hazard Mitigation Grant Program (HMGP) | Lift Station 1 4337-232 R | 97.039 | $ 30,713 | $ - |
| **Total Indirect Programs** | | | **$ 30,713** | **$ -** |
| **Total U. S. Department of the Treasury** | | | **$ 791,854** | **$ 20,000** |
| **TOTAL EXPENDITURES OF FEDERAL AWARDS** | | | **$ 1,288,099** | **$ 184,759** |

## NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

### NOTE 1 - REPORTING ENTITY

For reporting entity purposes, the Schedule of Expenditures of Federal Awards includes only the activities of the primary government of the City of Cocoa, Florida.

### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Schedule of Expenditures of Federal Awards is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to governmental organizations.

### NOTE 3 - INDIRECT COST RATE

The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

CITY OF COCOA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

**For the Year Ended September 30, 2022**

## SECTION I - SUMMARY OF INDEPENDENT AUDITOR'S RESULTS

### Financial Statements

| | | |
|---|---|---|
| Type of Auditor's Report Issued: | **Unmodified Opinion** | |
| Internal control over financial reporting: | | |
| • Material weakness(es) identified? | ___ Yes | _X_ No |
| • Significant deficiency(ies) identified? | ___ Yes | _X_ None reported |
| Noncompliance material to financial statements noted? | ___ Yes | _X_ No |

### Federal Awards

| | | |
|---|---|---|
| Internal control over major programs: | | |
| • Material weakness(es) identified? | ___ Yes | _X_ No |
| • Significant deficiency(ies) identified? | ___ Yes | _X_ None reported |
| Type of report issued on compliance for major federal programs: | **Unmodified Opinion** | |
| Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of the Uniform Guidance? | ___ Yes | _X_ No |

**Identification of Major Federal Program(s):**

| AL Number(s) | Name of Federal Program(s) |
|---|---|
| 21.027 | Coronavirus State and Local Fiscal Recovery Funds |

| | | |
|---|---|---|
| Dollar threshold used to distinguish between Type A and Type B programs: | Federal | $750,000 |
| Auditee qualified as low-risk auditee? | _X_ Yes | ___ No |

**Section II - Findings Related to the Financial Statement Audit, as required to be reported in accordance with *Government Auditing Standards***

No matters are reported.

**Section III - Federal Award Findings and Questioned Costs Section reported in accordance with the Uniform Guidance**

No matters are reported.

**Section IV - Status of Prior Year Findings**

No matters were reported in the prior year affecting federal financial assistance programs.

Finance Department
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8600 I Fax: (321) 433-8608

## AFFIDAVIT OF IMPACT FEE COMPLIANCE

The City of Cocoa has complied with Section 163.31801 of Florida Statutes regarding accounting and reporting impact fee collections and expenditures for Fiscal Year 2022.

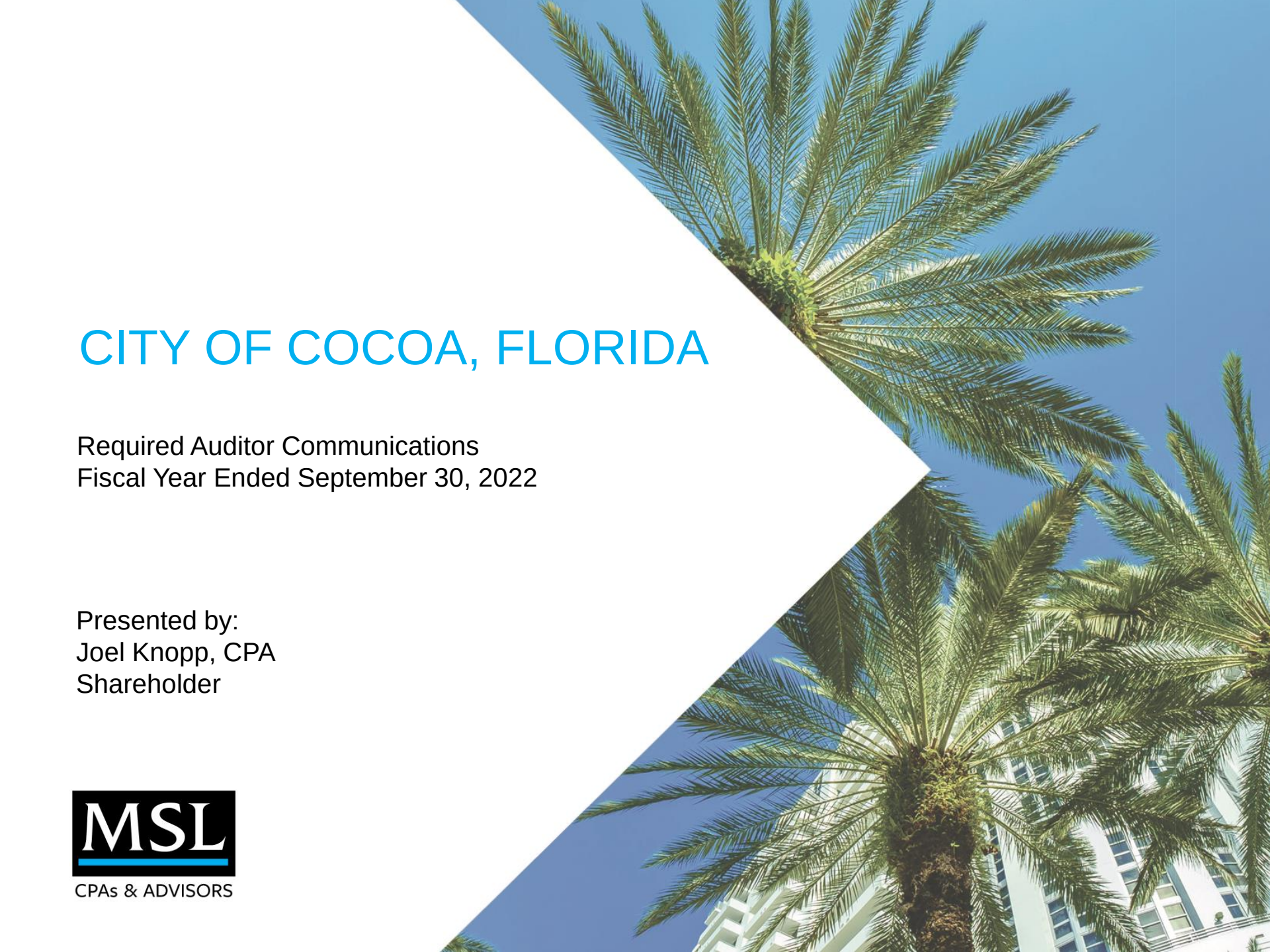
Rebecca J. Bowman, MBA, CGFO, CGFM
Finance Director

STATE OF FLORIDA
COUNTY OF BREVARD:

SWORN TO AND SUBSCRIBED before me this 10th day of April, 2023, by Rebecca J. Bowman who is personally known to me.

SIGNATURE OF NOTARY PUBLIC-STATE OF FLORIDA

CARIE E. SHEALY
Notary Public
State of Florida
Comm# HH144585
Expires 8/30/2025



# CITY OF COCOA, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2022

Presented by:
Joel Knopp, CPA
Shareholder

MSL
CPAs & ADVISORS

# AUDIT OVERVIEW

MSL

FLORIDA ROOTS. GLOBAL REACH.

# Required Communications



- Auditor Responsibilities
- Management Responsibilities
- Internal Controls and Compliance
- Significant Matters
- Management Representations
- Assigned Individual for Oversight
- Audit Schedule

MSL

# Services and Deliverables



## Auditor's Report on Financial Statements

- Unmodified opinion

## Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters

- No current year findings

# Services and Deliverables *(Cont.)*



## Auditor's Management Letter

- No management letter comments

## Independent Accountant's Report

- No investment compliance findings

# Services and Deliverables *(Cont.)*



Auditor's Report on Compliance for Each Major Federal Program and on Internal Control over Compliance and Report on Schedule of Expenditures of Federal Awards

- No compliance findings related to major grants
- No internal control over compliance findings related to major grants

MSL



# FINANCIAL HIGHLIGHTS

MSL

FLORIDA ROOTS. GLOBAL REACH.

# City-Wide Analysis



| | Governmental Activities | | Business-type Activities | |
|---|---|---|---|---|
| | 2022 | 2021 | 2022 | 2021 |
| Total Assets & Def Outflows | $129.2M | $115.4M | $352.8M | $341.3M |
| Total Liabilities & Def Inflows | $83.1M | $75.1M | $141.6M | $143.7M |
| Net Position: | | | | |
| Net Investment in Capital Assets | $38.7M | $35.7M | $147.6M | $144.1M |
| Restricted | 4.0M | 1.5M | 37.6M | 33.1M |
| Unrestricted | 3.3M | 3.0M | 26.0M | 20.3M |
| Total Net Position | $46.0M | $40.2M | $211.2M | $197.5M |
| Unrestricted NP as a % of Total Expenses | 9.0% | 8.1% | 46% | 39% |
| Change in Net Position | $5.9M | $9.6M | $13.6M | $16.6M |

MSL

# General Fund



| | 2022 | 2021 |
|---|---|---|
| Total Assets | $42.9M | $36.3M |
| Total Liabilities & Def Inflows | $4.9M | $4.0M |
| Fund Balance: | | |
| Nonspendable | $0.3M | $1.6M |
| Restricted | 0.1M | 0.1M |
| Committed (includes stabilization fund) | 11.9M | 11.8M |
| Assigned | 12.2M | 8.6M |
| Unassigned | 13.5M | 10.1M |
| Total Fund Balance | $38.0M | $32.2M |
| Unassigned FB as a % of Total Expenditures and Transfers Out | 40.8% | 30.8% |
| Net Change in Fund Balance | $4.7M | $4.7M |

MSL

# General Fund Budget



| | Budget | Actual | Positive (Negative) |
|---|---|---|---|
| Total Revenues & Transfers In | $37.5M | $40.8M | 3.3M |
| Total Expenditures & Transfers Out | 44.9M | 35.0M | 9.9M |
| Net Change in Fund Balance | $(7.4M) | $5.8M | $13.2M |

MSL

# Proprietary Fund – Water and Sewer



| | 2022 | 2021 |
|---|---|---|
| Total Assets & Def Outflows | $345.0M | $334.4M |
| Total Liabilities & Def Inflows | 140.7M | 143.0M |
| Net Position: | | |
| Net Investment in Capital Assets | 142.9M | 139.3M |
| Restricted | 37.1M | 32.6M |
| Unrestricted | 24.3M | 19.4M |
| Total Net Position | $204.3M | $191.3M |
| | | |
| Total Operating Revenues | $75.8M | $70.6M |
| Total Operating Expenses | 51.5M | 46.9M |
| Operating Income | $24.3M | $23.7M |

MSL

# Questions or Comments



# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-252 | **Version:** | 1 | **Name:** | |
| **Type:** | Contract | | | **Status:** | Council Busines |
| **File created:** | 4/13/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Approve the Interlocal Agreement between the Cocoa CRA and the City of Cocoa pertaining to Community Policing in Cocoa Village and authorize the Mayor to sign the agreement. (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Ordinance 14-2022.pdf<br>Interlocal Agreement.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2023
Agenda Date: April 25, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve the Interlocal Agreement between the Cocoa CRA and the City of Cocoa pertaining to Community Policing in Cocoa Village and authorize the Mayor to sign the agreement.

## BACKGROUND:

As part of the Fiscal Year 2023 Budget, the Cocoa CRA implemented and budgeted for Community Policing activities on Thursday, Friday and Saturday nights in the Cocoa CRA. The time for this activity is 10:00pm to 3:00am each of those nights. At the October 25, 2022 City Council meeting, Council adopted Ordinance 14-2022 authorizing the City and the Agency to establish and implement a Community Policing Program designed to reduce crime and opportunities for criminal activity in and around Cocoa Village and the Cocoa CRA district. The Agency completed a minor amendment of its Cocoa CRA Plan to include the adopted program.

At the March 6, Cocoa CRA meeting, Agency members approved and authorized the Chairperson to enter into an interlocal agreement with the City of Cocoa to provide police services in the Cocoa CRA district and appropriate tax increment trust fund for the implementation of community policing innovations. The Agency and Council find that the Cocoa CRA and its downtown area are of vital economic and social importance to the City of Cocoa and is a local and regional focal point for community activities and future development. Implementing community policing strategies will benefit the district and ensure the long-term viability and vibrancy of district as an attractive and safe

place to live, work and visit.

Staff recommends Council approval and execution of this Interlocal Agreement for the purposes of establishing a Community Policing Program in Cocoa CRA.

## STRATEGIC PLAN CONNECTION:

Implement proactive, community-based solutions to build strong community relations.

## BUDGETARY IMPACT:

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

## PREVIOUS ACTION:

October 25, 2022 - Council adopted Ordinance 14-2022 authorizing and establishing a Community Policing Program.
March 6, 2023 - Cocoa CRA approved the Interlocal Agreement for execution after Council approval.

## RECOMMENDED MOTION:

Approve the Interlocal Agreement between the Cocoa CRA and the City of Cocoa pertaining to Community Policing in Cocoa Village and authorize the Mayor to sign the agreement.

**ORDINANCE NO.** 14 **-2022**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8 – COMMUNITY DEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND AGENCY TO ESTABLISH AND IMPLEMENT A COMMUNITY POLICING PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Cocoa created the Cocoa Redevelopment Agency ("Agency") in accordance with the Community Redevelopment Act of 1969, which enactment is codified in the Florida Statutes as Part III of Chapter 163, Sections 163.330 through 163-450 ("Act") and as more specifically set forth in Chapter 8 of the City Code; and

**WHEREAS,** pursuant to Section 163.361, Florida Statutes, if it becomes necessary or desirable to amend or modify the Agency's Redevelopment Plan, the City Council, as the governing body of the City to Cocoa, may amend such plan upon the recommendation of the Agency; and

**WHEREAS,** the Act authorizes a community redevelopment agency to engage in "community policing," which is defined under Section 163.340(23), Florida Statutes as a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol; and

**WHEREAS,** Section 163.387(6)(c)8., Florida Statutes provides that a community redevelopment agency may budget and appropriate from its tax increment trust fund for the development of community policing innovations; and

**WHEREAS**, after giving due consideration to the utilization of community policing innovations within the Agency's area of operation, the Agency proposed an amendment to the Redevelopment Plan, attached hereto as **EXHIBIT "A,"** to authorize the City and Agency to establish and implement a Community Policing Plan as authorized under the Act; and

**WHEREAS,** pursuant to the Section 163.358(5), Florida Statutes, the City Council hereby finds that it has the power to approve the development of community policing innovations by the Agency; and

**WHEREAS,** the City Council and the Local Planning Agency reviewed the plan and found the proposed amendment to the Redevelopment Plan to be consistent with Section 163.360, Florida Statutes and the Comprehensive Plan; and

**WHEREAS,** the City Council desires to amend the Agency's Community Redevelopment Plan to include a Community Policing Program; and

**WHEREAS,** the City Council also finds that the Cocoa Downtown area is of vital economic and social importance to the City of Cocoa and is a local and regional focal point for community activities and future redevelopment and such area presents unique law enforcement issues and problems that can benefit from the development and implementation of community policing innovations as authorized by the Act; and

**WHEREAS**, the City and Agency have made, and continue to make, significant financial investments and policy decisions to redevelop and enhance the Downtown Area; and

**WHEREAS,** the development and implementation of community policing innovations will help preserve the City's and Agency's investment in the Downtown Area and ensure the long term viability and vibrancy of the Downtown Area as a distinct, attractive and safe place to live, work and visit; and

**WHEREAS**, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance serves a public purpose, is consistent with the Act and Comprehensive Plan, and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

**Section 2.** **Code Amendment.** Chapter 8 – COMMUNITY DEVELOPMENT is hereby amended as follows (~~strikeout~~ type indicates deletions from the City Code and underlined type indicates additions), while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 8. It is intended that the text in Chapter 8 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

**CHAPTER 8 – COMMUNITY DEVELOPMENT**

***

**Sec. 8-21. - Redevelopment plan approved.**

The city council approved community redevelopment plan for the Cocoa Redevelopment Agency is the amended and restated Cocoa Community Redevelopment Agency Redevelopment Plan Update prepared by city staff and dated October 2018, as amended in September 2022 to authorize a community policing program. A copy the updated redevelopment plan referenced herein shall be maintained on file at city hall.

***

**Sec. 8-33. - Powers.**

The Cocoa Redevelopment Agency is vested with the following powers pursuant to Florida Statutes; Section 163.370.

(a) To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this division.

(b) To disseminate redevelopment information.

(c) To undertake and carry out community redevelopment projects and related activities within its area of operation, such projects to include:

1. Acquisition of a slum area or a blighted area or any portions thereof;
2. Demolition and removal of buildings and improvements;
3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out the community redevelopment plan;
4. Disposition of any property acquired in the community redevelopment area at its fair value for uses in accordance with the community redevelopment plan;
5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan;
6. Acquisition of real property in the community redevelopment project area which, under the community redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property;
7. Acquisition of any other real property in the community redevelopment area when necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise, to

remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities;

8. Acquisitions, without regard to any requirement that the area be a slum or blighted area, of air rights in an area consisting principally of land in highways, railway tracks, bridge entrances or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income;

9. Construction of foundations and platforms necessary for the provision of air rights, sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.

(d) To provide, or to arrange or contract for, the furnishings or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities or other facilities or in connection with a community redevelopment project; and to agree to any conditions that it may deem reasonable and appropriate attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment project and related activities, and to include in any contract let in connection with such a project and related activities, provisions to fulfill such of said conditions as it may deem reasonable and appropriate.

(e) Within its area of operation:

1. To acquire by purchase, lease, option, gift, grant, bequest, devise, or otherwise except in eminent domain, any real property (or personal property for its administrative purposes) together with any improvements thereon;

2. To hold, improve, clear, or prepare for redevelopment any such property;

3. To mortgage, pledge, hypothecate, or otherwise encumber, or to dispose of any real property;

4. To insure or provide for the insurance of any real or personal property or operations of the county or municipality against any risks or hazards, including the power to pay premiums on any such insurance;

5. To enter into any contracts necessary to effectuate the purpose of this division.

(f) To invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control; to redeem revenue bonds issued pursuant to this part at the redemption price established therein or to purchase

such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled.

(g) To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the federal government, the state, county, or other public body, or from any sources, public or private, for the purposes of this division and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the federal government for or with respect to a community redevelopment project and related activities such conditions imposed pursuant to federal laws as the county or municipality may deem reasonable and appropriate and which are not inconsistent with the purposes of this division.

(h) Within its area of operation, to make or have made all surveys and plans necessary to the carrying out of the purposes of this part and with the consent of the city council to contract with any person, public or private, in making and carrying out such plans, which plans may include, but not be limited to:

1. Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;

2. Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment projects and related activities;

3. Plans for the enforcement of state and local laws, codes and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.

(i) To develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means providing housing for families and persons of low income.

(j) To apply for, accept, and utilize grants of funds from the federal government for such purposes.

(k) To prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations and others) displaced from a community redevelopment area, and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the federal government.

(l) To appropriate such funds and make such expenditures as may be necessary to carry out the purposes of this division.

(m) To close, vacate, plat or replat streets, roads, sidewalks, or other places.

(n) Within its area of operation, to organize, coordinate, and direct the administration of the provisions of this division, as they may apply to the city in order that the objective of remedying slum and blighted areas and preventing the causes thereof within the city, and to establish such offices in order to carry out such purposes most effectively.

(o) To acquire by eminent domain any real property together with any improvements thereon.

(p) Within its area of operation, to authorize and appropriate such funds and make such expenditures to establish and implement a community policing program with appropriate law enforcement agencies.

***

**Section 3. Redevelopment Plan Amendment.** The City Council, after having conducted a public hearing on the matter for the purpose of giving all interested persons an opportunity to express their views and having considered the recommendations of the Agency, Land Planning Agency and City Staff, hereby approves and adopts the amendment to the Cocoa Redevelopment Agency's Redevelopment Plan as set forth in the attached **EXHIBIT "A,"** which is fully incorporated herein by this reference. Said **EXHIBIT "A"** shall be considered a part of the official Redevelopment Plan of the Agency and shall be deemed to be in full force and effect for the Redevelopment Area.

**Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

**Section 5. Incorporation Into Code.** Section 2 of this Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**Section 6. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 7.** **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 25th day of October, 2022.

_____

**Michael C. Blake, Mayor**

ATTEST:

_____

**Carie Shealy, City Clerk**

**Prepared by:**

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

**Return to:**
Carie Shealy, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

# INTERLOCAL AGREEMENT

## (Community Policing Services)

**THIS INTERLOCAL AGREEMENT** ("**Agreement**") is made and entered into this _____ day of February, 2016 ("**Effective Date**") between the **CITY OF COCOA REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency ("**Agency"**), and the **CITY OF COCOA**, Florida, a Florida municipal corporation ("**City**").

**W I T N E S S E T H:**

**WHEREAS,** the Community Redevelopment Act of 1969 ("Act") authorizes a community redevelopment agency to engage in "community policing," which is defined under Section 163.340(23), Florida Statutes as a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol; and

**WHEREAS,** upon recommendation of the Agency's Board, the City Council adopted Ordinance No. 14-2022 amending the Agency's Redevelopment Plan to authorize the Agency and the City to provide community policing services within the Agency's Redevelopment Area, primarily the downtown Cocoa area; and

**WHEREAS,** Section 163.387(6)(c)8., Florida Statutes provides that a community redevelopment agency may budget and appropriate from its tax increment trust fund for the development of community policing innovations; and

**WHEREAS**, the Community Policing amendment to the Redevelopment Plan is attached hereto as **EXHIBIT "A,"**and fully incorporated herein by this reference ("Community Policy Policy"); and

**WHEREAS,** pursuant to the Section 163.358(5), Florida Statutes, and the Community Policing Policy, the City Council and Agency Board hereby find that each agency has the power to perform and fund community policing innovations for the benefit of the public and Redevelopment Area; and

**WHEREAS,** the City Council and Agency Board also find that the Cocoa Downtown area is of vital economic and social importance to the City of Cocoa and is a local and regional focal point for community activities and future redevelopment and such area presents unique law enforcement issues and problems that can benefit from the development and implementation of community policing innovations as authorized by the Act, the Community Policing Policy and this Agreement; and

**WHEREAS**, the City and Agency have made, and continue to make, significant financial investments and policy decisions to redevelop and enhance the Downtown Area and this Agreement is in furtherance of those continuing efforts; and

**WHEREAS,** the development and implementation of community policing innovations will help preserve the City's and Agency's investment in the Downtown Area and ensure the long term viability and vibrancy of the Downtown Area as a distinct, attractive and safe place to live, work and visit; and

**WHEREAS**, the City Council and Agency Board hereby find this Agreement serves a public purpose, is consistent with the Act and Comprehensive Plan, the Redevelopment Plan and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

**NOW, THEREFORE,** in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the Agency and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:

   2.1 **Approval.** The approval of this Agreement by both the Agency's Board of Commissioners and the City Council of the City of Cocoa.

   2.2 **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chairperson of the Agency.

   2.3 **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **STATUTORY AUTHORITY**. This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes, and in accordance with the Community Redevelopment Act of 1969 (s. 163.330, Florida Statutes, et. seq.), and Chapter 8, Article II, of the City Code. With respect to the City, this Agreement shall

also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).

4. **SCOPE OF SERVICES AND BUDGET APPROVAL.** The Agency Board may, at its sole discretion, annually budget and appropriate funds to implement the Community Policing Services within the Redevelopment Area in accordance with the Community Policing Policy. During the Agency's annual budget adoption process (or, if necessary during the course of any fiscal year, by budget amendment), the City Manager, in consultation with the Police Chief, shall present to the Agency Board a written budget proposal for such services. The proposal shall include a level of service (number of officers, vehicles, equipment and such other necessary law enforcement expenditures) and an annual cost estimate. The annual budget and appropriations shall be based on the annual level of service and related cost estimate approved by Agency Board and agreed to by the City. Nothing herein shall require the Agency Board to budget and appropriate funds for Community Policing Services or limit the City Council's right to suspend or terminate the services at any time.

4.1 The City agrees to furnish necessary equipment, resources, and facilities, and to render the Community Policing Services to the Agency as set forth. The City shall bear the loss or damages to such equipment or property, and shall pay any expense incurred in the operation and maintenance thereof.

4.2 The City shall be solely responsible for compensating its appointees/employees providing Community Policing Services hereunder.

4.3 All the privileges and immunities from liability, exemptions from laws, ordinances, and rules and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of any City or Agency officer, agent, or employee when performing their respective functions hereunder shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties under this Agreement.

4.4 Subject to Section 6.11 of this Agreement, each party shall be responsible for the acts, omissions, or conducts of its own appointees/employees.

5. **PAYMENT OF SERVICES.**

5.1 **Agency Financial Contribution.** For Community Policing Services authorized by the Parties and rendered by the City in furtherance of this Agreement, the Agency agrees to annually contribute funding budgeted and appropriated by the Agency pursuant Section 4 herein. The Agency's

contribution shall be transferred by the City from the Agency's Tax Increment Trust Fund as a lump sum or periodic payment as deemed appropriate by the City Manager to fund the actual services rendered by the City hereunder. If a lump sum or periodic payment is transferred to the City, and services for the year are later suspended or terminated by the City Council or Agency, the City will reimburse the Agency any portion of the transferred funds not used for actual Community Policing Services authorized by the Agency under Section 4 herein.

5.2 **Use of Agency Funds by the City.** The Agency funds provided under this Agreement shall be used only for actual Community Policing Services authorized by the Agency and performed by the City under this Agreement. Such funds shall not be used for any other purpose by the City such as, by way of example, subsidizing regular law enforcement services performed by the City within the Redevelopment Area or elsewhere in the City. It is the intent and purpose of this Agreement for the City to provide Community Policing Services that are in addition to regular law enforcement services provided by the City. Inasmuch as the Agency funds are administratively maintained by the City on behalf of the Agency, the City is hereby authorized, upon notice to the Agency, and without penalty, to stop processing or correct any payment that may be made in violation of this Agreement. Furthermore, if the Agency determines that the Agency funds, in whole or in part, were expended for a wrongful purpose, the Agency shall have the right to reimbursement from the City of the wrongfully expended funds.

5.3 **Budget & Appropriations**. The Agency and the City agree to budget and appropriate sufficient funds for purposes of funding the Community Policing Services authorized in accordance with the terms and conditions of this Agreement.

## 6. MISCELLANEOUS TERMS AND CONDITIONS.

6.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8737

(b) if to Agency:

Attn: Agency Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8509

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

6.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

6.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, the parties shall meet to discuss whether the intent and purpose of this Agreement can still be fulfilled and whether the terms and conditions of this Agreement must be renegotiated or the Agreement should be terminated.

6.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

6.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

6.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall

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

6.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

6.8 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

6.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel and contractors, in performing its obligations pursuant to the terms and conditions of this Agreement.

6.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the Agency's or the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, the Agency and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the Agency and the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all

other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

6.12 Assignment Prohibited; Third Parties. This Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Agency and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Agency and the City and not for the benefit of any other party.

6.13 Termination. The City and the Agency may terminate this Agreement by mutual written agreement.

6.14 Claims Surviving Termination. Termination of this Agreement shall release both parties from their obligation to effect and to receive future performance hereunder. However, in addition to provisions of this Agreement that expressly survive the termination of this Agreement, termination of this Agreement does not preclude a claim for breach of this Agreement for non-performance.

6.15 Effective Date. The effective date of this Agreement shall be the date that this Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands and seals this day and year first above written.

**CITY OF COCOA, FLORIDA**

By: _____
**MICHAEL C. BLAKE, Mayor**

**ATTEST:**

By: _____
**CARIE SHEALY**
**City Clerk**

Approved by the City Council on: _____

**THE CITY OF COCOA REDEVELOPMENT AGENCY,**
**a Florida Community Redevelopment Agency**

By: _____
**MICHAEL C. BLAKE, Chairperson**

**ATTEST:**

By: _____
**Recording Secretary**

Approved by Agency Board on: _____

**EXHIBIT "A"**

**COCOA REDEVELOPMENT AGENCY**
**EXCERPT OF REDVELOPMENT PLAN**
**DOWNTOWN COMMUNITY POLICING PROGRAM**

## SCOPE OF PROGRAM

The scope of the Cocoa Redevelopment Community Policing Program ("Program") will include additional police presence in the Cocoa Downtown Community Redevelopment Area including the Cocoa Riverfront Park and waterfront area ("Downtown Area"). The primary focus of the Program will be to ensure that residents, customers, visitors, and merchants and their employees consider Downtown Cocoa to be a safe and welcoming environment to patronize and conduct business and recreate. The intent and purpose of this Program is to proactively enhance the current level of police patrol and provide a more personal level of service by providing a direct liaison between the Agency Board/Downtown community and the Cocoa Police Department. It is expected that police officers will be assigned to permanent areas of responsibility and shift details to maximize the effectiveness of the Program. Police officers will work to proactively form partnerships with residents and businesses to jointly promote crime prevention, prevent disorder and improve public safety by addressing specific issues indigenous to the Downtown Area.

## DEFINITION

The term "community policing" is defined under Section 163.340(23), Florida Statutes to mean a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

## ANNUAL BUDGET AND APPROPRIATIONS

The Agency Board may, at its sole discretion, annually budget and appropriate funds to implement the Program. During the Agency's annual budget adoption process, the City Manager, in consultation with the Police Chief, shall present to the Agency Board a written budget proposal for the Program. The proposal shall include a level of service (number of officers, vehicles, equipment and such other necessary law enforcement expenditures) and an annual cost estimate. The annual budget and appropriations shall be based on the annual level of service and related cost estimate approved by Agency Board and agreed to by the City of Cocoa. Nothing herein shall require the Agency Board to budget and appropriate funds for the Program.

## POLICE CHIEF REPORTING TO AGENCY BOARD

The Police Chief or the Police Chief's designee will be available to attend Agency Board meetings on an as needed basis to report on the development and implementation of the Program and during the annual budget and appropriation process.

## POLICE PERSONNEL AND PROGRAM SERVICES

Police personnel utilized for the Program will have responsibilities as determined by the Agency Board and Police Chief. The Program is intended to be flexible based on the law enforcement needs in the

Downtown Area. However, the following is a summary of the Program components that will be developed and fine-tuned through experience:

- The Agency Board, in consultation with the Police Chief, will be responsible for defining the geographical limits of the Downtown Area for purposes of implementing the Program.
- Develop task forces to address specific problems as issues are identified or seasonal issues present themselves including, but not limited to, crime, drug and gang activities, homelessness, nightclubs and bar early morning hours and closings, noise and other nuisances, traffic enforcement, special event issues, and quality of life problems.
- Officers assigned to serve the Program shall be in addition to the current police coverage within the Downtown Area. Assigned officers shall not be used as a substitute for regular officers currently assigned to patrol the Downtown Area.
- Officers assigned to serve the Program will work specifically assigned shift details exclusively for the Downtown Area in order to build a relationship with residents and businesses within the Downtown area.
- Officers assigned to serve the Program will not be utilized for calls outside of the Downtown Area unless an emergency situation arises as determined by the Police Chief. Assigned officers will have flexibility to adjust their work schedule and tactics to address a myriad of issues they will encounter within the Downtown Area. Tactical plans will remain fluid and Assigned officers will continuously analyze the issues and problems in the Downtown Area to ensure maximum effectiveness.
- Officers assigned to serve the Program will regularly patrol on foot, bike, ATV or other approved mobility device to provide a noticeable Downtown Area presence.
- Officers will be trained and become a "specialist" in problem solving issues that are prevalent in the Downtown Area.
- Officers assigned to serve the Program will provide outreach and education to Downtown businesses and residents with regard to crime prevention and public safety.
- Officers assigned to the Program will conduct regular patrols of Riverfront Park and Lee Wenner Park.
- Officers assigned to serve the Program may be required to provide enhanced parking enforcement within the Downtown Area and code enforcement related to vessels docking at Riverfront Park pursuant to Section 14-11 of the City Code.
- Officers will provide such other non-traditional services approved by the Agency Board and Police Chief as deemed necessary to provide enhanced law enforcement services within the Downtown Area.

**CITY COUNCIL DELEGATION OF AUTHORITY**

The City Council hereby delegates authority to the City Manager and Police Chief to implement the operational aspects of the Program on the City of Cocoa's behalf and employ such personnel and resources as deemed reasonably necessary in furtherance of and consistent with this Program. The Agency Board is hereby empowered to implement the Program consistent with this Program.

**CITY COUNCIL RESERVATION**

The City Council hereby reserves the right to suspend or terminate the Program at any time.

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-262 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Council Busines |
| **File created:** | 4/18/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Council discussion regarding Accessory Structure setback requirements. (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2023
Agenda Date: April 25, 2023
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director
Through: Stockton Whitten, City Manager
Requested Action:
Council discussion regarding Accessory Structure setback requirements.

## BACKGROUND:

At the March 30, 2023, City Council Meeting, the Council directed staff to bring back a discussion item regarding the setback requirements for Accessory Structures. Staff has reviewed the City Code requirements related to setbacks and has provided a summary of those requirements, along with proposed changes.

Accessory Structure requirements can be found in Appendix A, Article XIII, Section 6 of the City of Cocoa Code of Ordinances. The specific requirements are below:

***Sec. 6. - Accessory structures.***

*A. No accessory structures shall be erected in any required front or side yard, and shall not cover more than* thirty *percent (30%) of any required rear yard. No separate accessory structure shall be erected within ten (10) feet of any building on the same lot or within five (5) feet of any lot line and shall not exceed twenty-four (24) feet in height. Accessory buildings must be constructed simultaneously with, or following, the construction of the main building, and shall not be used until after the principal structure has been fully erected. Erection of tents as accessory structures is prohibited. No occupation or business may be conducted in an accessory building. No accessory building which contains living quarters shall be built on any lot in any residential district except servants quarters for persons, other than the immediate*


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*family, employed on the premises.*

*B. Accessory buildings erected on lots fronting on two (2) streets shall conform to main structure setbacks for rear yard.*

*C. One (1) accessory structure may be erected on a lot of at least two (2) acres in the Rural Residential Zoning Classification (RR-1) prior to building of the principal structure. The accessory building shall be constructed for use by the property owner only and shall not be used for any commercial venture (i.e., commercial boarding of horses or horses for hire); also, it shall not be used for purposes of human occupancy. Setbacks shall be as follows if built prior to the principal structure:*

*Front setback: One hundred fifty (150) feet.*
*Side interior lot setback: Fifty (50) feet.*
*Side corner lot setback: One hundred (100) feet.*
*Rear setback: Fifty (50) feet.*

*Within two (2) years of the issuance of the building permit for the said accessory structure a building permit for the principal structure shall be issued.*

The summary of proposed changes is below:

- Remove the requirement for building-to-building setbacks entirely. If an accessory structure is proposed to be attached to an existing structure, in some cases it would be considered an addition. There are a number of situations involving residents placing small sheds next to their principal structure. Currently, this would not be allowed.

- Clarify that while no occupation or business may be conducted in an accessory building, home -based businesses, that are pre-empted by the Florida State Statute 559.955 would be allowed, except that retail transactions may not be conducted in an accessory building or structure in accordance with the statute.

- Clarify the language that when a building is erected on “lots fronting two streets”, this means on a through lot, which sits parallelly between two public or private roadways, and not to corner lots. For through lots, the main structure setbacks for the rear yard would apply.

- Provide direction that when an accessory building is constructed on a corner lot, the side corner lot setbacks for the yard that is not considered the front yard and that is adjacent to the roadway will apply. This will mean the accessory building setbacks will be the same as the main structure setbacks on the side corner lot.

Under this proposed amendment, accessory structures will still not be permitted in any required front or side yard as determined by the applicable zoning district. Further, accessory structures will still be permitted in the rear yard (except for through lots), but not within 5 feet of the lot line.

If Council proceeds with these proposed changes, along with any others, Staff will create an ordinance to modify this Code Section. This will require a review through the Planning and Zoning Board and then two readings by the City Council prior to taking effect.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

At the March 30, 2023 City Council meeting the Council directed staff to bring back a discussion item regarding accessory structure setbacks.

## RECOMMENDED MOTION:

Staff recommends that Council provide confirmation of the proposed changes by Staff, along with any other recommendations based on the Council discussion.

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-277 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Council Busines |
| **File created:** | 4/21/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Requesting the Renaming of Travis Park to "Travis Recreation Center @ Clearlake Park". (Councilmember Koss) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 22-2010 (Naming of City buildings, parks and streets).pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 21, 2023
Agenda Date: April 25, 2023
Prepared By: Carie Shealy, City Clerk
Stockton Whitten, City Manager

Through: Councilmember Lorraine Koss
Requested Action:
Requesting the Renaming of Travis Park to "Travis Recreation Center @ Clearlake Park".

## BACKGROUND:

Councilmember Koss has requested that Travis Park, located in District 4, be renamed to “Travis Recreation Center @ Clearlake Park”. Ordinance No. 22-2010 is attached and below is Section 2-9, of the City of Cocoa Code explaining the procedure for this request:

- **Sec. 2-9. - Procedures for naming of buildings, parks and streets.** (a) *Intent and purpose; findings.* The intent and purpose of this section is to establish a uniform method and procedure to assist the city council in naming certain city buildings, parks and streets. The city council hereby finds that the authority to name city buildings, parks and streets is solely vested in the city council. Nothing herein shall be construed as a delegation of any authority to name a city building, park or street to any other person or entity. The naming of city buildings, parks and streets shall be determined in the sole and absolute discretion of the city council.

(b) *Generally.* The naming of a city building, park or street shall be determined by the city council either (i) based on its own initiative, (ii) upon a recommendation by the city manager, (iii) upon the request of any person or entity desiring to assist the city council in determining the name of any city building, street or park, or (iv) as part of city council approval of a new land development project which consists of a new city building, park, or street pursuant to the city's land development regulations. The city manager may make a recommendation to the city council based on the city manager's own initiative or as part of an assistance petition as set forth below.

(c) *Naming guidelines.* When considering the naming of any city building, park or street, the city manager and city council shall consider the following naming attributes:

1. Recognized geographic names;

2. Natural historic features;

3. Significant historic contributions to the city, State of Florida, or United States;

4. Significant material or financial contributions to the city;

5. Persons of historic service to the city;

6. Persons of outstanding civic service to the city; and

7. Documented community support for the name.

(d) *Other factors.* When considering the naming of any city building, park or street, the city manager and city council shall also consider the following other factors:

1. The cost that the naming or renaming will have on the city or any other person that is or could be materially affected by the name or name change;

2. Naming proposals that promote alcohol and tobacco products or political organizations will not be considered;

3. Preference shall be given to names of long established local usage and names that lend dignity to the building, park, or street to be named;

4. Persons currently serving on the city council or serving as an existing city employee shall not be considered;

5. Names selected shall be of enduring, honorable fame, not notoriety and shall be commensurate with the

significance of the building, park, or street;

6. Names with connotations which by contemporary community standards are derogatory or offensive shall not be considered;

7. Proliferation of the same name for different city buildings, parks, or streets shall be avoided;

8. Proliferation of multiple names for different parts of a particular building, park, or street shall be avoided; and

9. If the name is an individual person, whether the individual has ever been convicted of a felony.

10. If the proposed name is for a street, duplicate street names are prohibited. The proposed street name shall be subject to approval by Brevard County Address Assignment in order to address public safety and the county's 911 system.

(e) *Assistance petitions.* Any person or entity wishing to assist the city council in determining the name of a city building, park or street shall submit an assistance petition to the city manager for evaluation and a recommendation by the city manager. The petition shall be in writing and shall demonstrate the basis on which the petitioner believes the naming request satisfies the naming guidelines and other factors set forth in subsections (c) and (d) and demonstrate that requisite minimum community support has been obtained by the petitioner pursuant to subsection (f). Upon receipt of duly submitted assistance petition, the city manager shall make a recommendation to the city council either for approval or disapproval of the assistance petition.

(f) *Minimum community support for assistance petitions.* Each assistance petition submitted to the city manager pursuant to subsection (e) shall be accompanied by petition signatures that demonstrate minimum community support as follows:

(i) *Street naming:* The assistance petition shall be signed by at least seventy-five percent (75%) of the property owners along the segment of the street to be renamed.

(ii) *Building or park naming:* The assistance petition shall be signed by at least five percent (5%) of the residents of Cocoa based on the last officially reported population statistics maintained by the city.

No assistance petition shall be processed by the city manager unless said petition has the minimum number of signatures required by this subsection.

## STRATEGIC PLAN CONNECTION:

na

## BUDGETARY IMPACT:

na

## PREVIOUS ACTION:

na

## RECOMMENDED MOTION:

Requesting the Renaming of Travis Park to "Travis Recreation Center @ Clearlake Park".

**ORDINANCE NO. 22-2010**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING SECTION 2-9 OF THE CITY CODE RELATED TO NAMING OF CITY BUILDINGS, PARKS AND STREETS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the City Council desires to establish and maintain a consistent approach and procedure to naming City buildings, parks and streets; and

**WHEREAS**, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

**Section 2.** The City Code is hereby amended to create a new Section 2-9 as follows (underlined type indicates textual additions to the City Code):

* * *

**Chapter 2 - Administration**

* * *

**Article I. In General.**

* * *

**Sec. 2-9. Procedures for Naming of Buildings, Parks and Streets.**

(a) *Intent and Purpose; Findings.* The intent and purpose of this section is to establish a uniform method and procedure to assist the city council in naming certain City buildings, parks and streets. The city council hereby finds that the authority to name City buildings, parks and streets is

solely vested in the city council. Nothing herein shall be construed as a delegation of any authority to name a City building, park or street to any other person or entity. The naming of city buildings, parks and streets shall be determined in the sole and absolute discretion of the city council.

(b) *Generally.* The naming of a City building, park or street shall be determined by the city council either (i) based on its own initiative, (ii) upon a recommendation by the city manager, (iii) upon the request of any person or entity desiring to assist the city council in determining the name of any City building, street or park, or (iv) as part of city council approval of a new land development project which consists of a new City building, park, or street pursuant to the City's land development regulations. The city manager may make a recommendation to the city council based on the city manager's own initiative or as part of an assistance petition as set forth below.

(c) *Naming Guidelines.* When considering the naming of any City building, park or street, the city manager and city council shall consider the following naming attributes:

1. Recognized geographic names;

2. Natural historic features;

3. Significant historic contributions to the City, State of Florida, or United States;

4. Significant material or financial contributions to the City;

5. Persons of historic service to the City;

6. Persons of outstanding civic service to the City; and

7. Documented community support for the name.

(d) Other Factors. When considering the naming of any City building, park or street, the city manager and city council shall also consider the following other factors:

1. The cost that the naming or renaming will have on the City or any other person that is or could be materially affected by the name or name change;

2. Naming proposals that promote alcohol and tobacco products or political organizations will not be considered;

3. Preference shall be given to names of long established local usage and names that lend dignity to the building, park, or street to be named;

4. Persons currently serving on the City Council or serving as an existing City employee shall not be considered;

5. Names selected shall be of enduring, honorable fame, not notoriety and shall be commensurate with the significance of the building, park, or street;

6. Names with connotations which by contemporary community standards are derogatory or offensive shall not be considered;

7. Proliferation of the same name for different City buildings, parks, or streets shall be avoided;

8. Proliferation of multiple names for different parts of a particular building, park, or street shall be avoided; and

9. If the name is an individual person, whether the individual has ever been convicted of a felony.

10. If the proposed name is for a street, duplicate street names are prohibited. The proposed street name shall be subject to approval by Brevard County Address Assignment in order to address public safety and the County's 911 system.

(e) *Assistance Petitions.* Any person or entity wishing to assist the city council in determining the name of a City building, park or street shall submit an assistance petition to the city manager for evaluation and a recommendation by the city manager. The petition shall be in writing and shall demonstrate the basis on which the petitioner believes the naming request satisfies the naming guidelines and other factors set forth in subsections (c) and (d) and demonstrate that requisite minimum community support has been obtained by the petitioner pursuant to subsection (f). Upon receipt of duly submitted assistance petition, he city manager shall make a recommendation to the city council either for approval or disapproval of the assistance petition.

(f) *Minimum Community Support for Assistance Petitions.* Each assistance petition submitted to the city manager pursuant to subsection (e) shall be accompanied by petition signatures that demonstrate minimum community support as follows:

(i) Street Naming: The assistance petition shall be signed by at least seventy-five percent (75%) of the property owners along the segment of the street to be renamed.

(ii) Building or Park Naming: The assistance petition shall be signed by at least Five percent (5%) of the residents of Cocoa based on the last officially reported population statistics maintained by the City.

No assistance petition shall be processed by the city manager unless said petition has the minimum number of signatures required by this subsection.

***

**Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

**Section 4.** **Incorporation Into Code.** This Ordinance shall be incorporated into the Cocoa, City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**Section 5.** **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 6.** **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of October, 2010.

**Michael C. Blake, Mayor**

ATTEST:

**Joan Clark**, City Clerk

First Reading: October 12, 2010
Second Reading: October 26, 2010
Effective Date: October 26, 2010

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-260 | **Version:** | 1 | **Name:** | |
| **Type:** | Contract | | | **Status:** | City Business |
| **File created:** | 4/14/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Approval of City of Cocoa and LIUNA Memorandum of Understanding regarding modified pay plan and wages. (Administrative Services Director) | | | | |
| **Sponsors:** | Department Director | | | | |
| **Indexes:** | Laborers' International Union of North America | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | LIUNA Local 630 Agreement 10_01_2021-09_30_2024.pdf<br>LIUNA MOU Article 14 Wages and Appendix B Custodian Changes (4-18-23).pdf<br>FY 2023 DRAFT Pay Grades and Pay Plan (4-25-2023).pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2023
Agenda Date: April 25, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of City of Cocoa and LIUNA Memorandum of Understanding regarding modified pay plan and wages.

## BACKGROUND:

The City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 have an existing collective bargaining agreement in effect for October 1, 2021 - September 30, 2024. In accordance with Article 5.2 of the agreement, it allows for modification of an article with mutual consent by a letter of agreement.

The City and LIUNA entered into a Memorandum of Understanding (MOU) on April 18, 2023 between LIUNA Business Manager Ronnie Burris and City Manager Stockton Whitten to document the mutual agreement to change the pay grade of Appendix B for the Custodial Worker position from LU2 and LU3. Also, as part of the agreement on May 1, 2023, the employees currently in this job classification will receive a wage increase equivalent to the change in pay grade ($1.08 per hour). A copy of the executed MOU is attached, which outlines the modifications to the collective bargaining agreement.

## STRATEGIC PLAN CONNECTION:

Employees- By entering into this MOU with LIUNA it increases employee morale and builds employee retention.

## BUDGETARY IMPACT:

Budgeted Yes

## PREVIOUS ACTION:

At the Regular City Council Meeting on September 14, 2021, City Council approved the three-year contract between the City of Cocoa and Laborers' International Union of North America (LIUNA) Local 630 in effect for October 1, 2021 - September 30, 2024.

## RECOMMENDED MOTION:

Approval of City of Cocoa and LIUNA Memorandum of Understanding regarding modified pay plan and wages.

**AGREEMENT**

**between**

**THE CITY OF COCOA, FLORIDA**

**(The City)**

**and**

**LOCAL 630**

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

**AFL-CIO**

**(The Union)**

**EFFECTIVE**

**October 1, 2021**

**through**

**September 30, 2024**

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## PREAMBLE

This Agreement is entered into as of October 1, 2021, between the City of Cocoa, hereinafter referred to as the City, and Laborers' International Union of North America (AFL-CIO) (LIUNA) Local 630, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any differences or misunderstandings which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms provided. Either party shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City of Cocoa is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing of the public and both parties recognize the need of continuous and reliable service to the public.

## ARTICLE 1 UNION RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for those employees that the Union is authorized to represent (see Appendix B for those positions included in the bargaining unit) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

1.2 It is further understood and agreed that the International Representative or Business Manager of Laborers' International Union of North America Local 630, or an alternate, will be the official spokesperson for the Union in any matter between the Union and the City. Any alternate designated by the Business Manager shall be designated in writing and the period of time covered by such designation shall be included in such written designation.

## ARTICLE 2 UNION SECURITY AND CHECK-OFF

2.1 The City will make available to all employees in the bargaining unit a copy of this Agreement.

2.2 Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay the amount owed to the Union by such employee for dues. It is understood that this provision will provide for regular deductions per pay period. The City will remit to the Union dues deductions of members within thirty (30) days of each payday. The City's remittance will be deemed correct unless the Union gives written notice to the City within thirty (30) days after a remittance is received, of its belief, with reasons stated therefore, that the remittance is incorrect. All Union dues shall be collected by the City by payroll deduction and paid to the Union in the above manner. Written notice of changes in the Union membership dues rate will be sent by certified mail to the City signed by the authorized officer(s) of the Union,

at least thirty (30) days in advance of the effective date of such change.

2.3 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

2.4 Any employee may withdraw membership in the Union upon sixty (60) days written notice to the Union and the Human Resources Division.

2.5 The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City regarding any check-off of Union dues.

2.6 The City shall provide the Union, upon request, a complete roster of the bargaining unit including name, address, telephone number, classification, and current pay rate. The City shall furnish the Chief Steward and Business Agent a copy of the City Personnel Policies, including any and all changes thirty (30) days prior to their implementation if the changes therein affect bargaining unit employees.

## ARTICLE 3 MANAGEMENT SECURITY/NO STRIKE

3.1 Neither the Union nor any of its officers, agents, or any employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike or intentional interruption of the operations of the City during the term of this Agreement. Management shall have the right to discharge or otherwise discipline for just cause, any or all employees who violate the provisions of this paragraph.

## ARTICLE 4 MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

4.1 Except as specifically abridged, delegated or modified by the provisions of this Agreement,

the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of each of its constituent agencies.

B. Exercise control and discretion over the organization and efficiency of its operations.

C. Set minimum performance standards for service to be offered to the public.

D. Change, modify or alter the composition and size of the workforce, including the right to lay off and/or relieve employees from duties because of lack of work, funds, or other legitimate reasons.

E. Determine the location, methods, means and personnel by which operations are to be conducted.

F. Transfer, assign, schedule employees in positions within the organizational structure of the City.

G. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project.

H. Decide the scope of the service.

I. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment.

J. Fire, demote, suspend or otherwise discipline employees for just cause.

K. Test employees pursuant to the provisions contained in this Agreement.

L. Promote and/or otherwise establish criteria and/or procedures for promotions.

M. Recall employees.

N. Determine the starting and quitting time and the number of hours and shifts to be worked, including emergency call-ins for hurricanes, storms, etc.

O. Determine the allocation and content of job classifications; and formulate and/or amend job descriptions, with a copy to be provided to the Union prior to implementation.

P. Determine training parameters for covered positions, including persons to be trained, extent and frequency of training, with reasonable accommodation to provide equitable distribution of training opportunities.

Q. Merge, consolidate, expand, curtail, transfer, contract and/or subcontract work for legitimate reasons or discontinue operations, temporarily or permanently, in whole or in part.

R. Create, expand, reduce, alter, combine, assign, or cease any job.

S. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.

T. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift or work location.

U. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment.

V. Carry out the mission and responsibility of the City in unusual and/or emergency situations.

W. Exercise those rights and powers which are incidental to the rights and powers enumerated above.

The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City. Any of the rights, powers, and authority that the City had

prior to entering into this collective bargaining agreement are retained by the City.

4.2 Employee Rights. The exercise of the above rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on terms and/or conditions of employment.

A An employee covered by this Agreement shall have the right to join or refuse to join in Union activity without interference, coercion, intimidation by management or any other employee of the City, or by the Union.

B All employees have the right to union representation in meetings with management when questioning relates to an investigation, when there is reasonable expectation that disciplinary action may result, and during grievance hearings.

C All employees have the right to be notified by the City of any hazardous waste, toxic chemicals, or substances in his/her employment which may endanger or cause death to the employee or members of his/her immediate family.

D All employees have the right to a fair hearing and resolution of grievances without fear of discharge, threat or reprisal, or discrimination because the employee has filed an appeal, grievance charges, or given testimony against the City or another employee, regardless of status.

E All employees have the right to file valid claims for compensation or to attempt to claim compensation under the Workers' Compensation Act without fear or threat, intimidation or coercion by reason of such claim.

## ARTICLE 5 SPECIAL MEETINGS

5.1 The City and the Union agree to meet and confer on matters of interest upon written and/or email request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written and/or email request and at a time and place mutually agreeable to both parties. The Union shall have the right, at these special meetings, to recommend to the City corrections to any inequities known to the Union. Informal meetings may be held at any time upon verbal agreement of the Union and the City.

5.2 In the event either party desires to modify a certain article contained in this Agreement, by mutual consent, a letter of agreement may be drafted and signed by the parties to supersede said article or provision.

5.3 Union Stewards may meet for two (2) hours a month at a predetermined time and place during working hours to discuss City issues to determine if a special meeting with the City is needed. The purpose of the stewards meeting is to help improve communications in the City.

5.4 The Administrative Services Director or his/her designee and the LIUNA Business Agent or his/her designee agree to convene discretionary quarterly for a "Labor Management Meeting" to confer on matters of interest to each party. These meetings shall be held at a time and place mutually agreeable to the parties and shall be comprised of the LIUNA Business Manager and the Chief Steward, or his/her designee from the Union unless the parties mutually agree to a different number.

5.5 The parties must agree that neither Special Meetings nor the Quarterly Labor -Management Meetings shall be used to renegotiate the terms of this Agreement or to discuss matters addressed in the grievance process.

## ARTICLE 6 UNION STEWARDS AND UNION REPRESENTATION

6.1 The City recognizes and shall deal with all accredited Union Stewards and any other officer listed in Article 1.2 of this Agreement in all matters relating to grievances and interpretation of this Agreement.

6.2 The employees covered by this Agreement shall be represented by Six (6) area stewards who represent their respective work areas, five (5) alternate stewards to act as a steward only if the normal steward is unavailable and one (1) Chief/Roving Steward.

The Chief Steward mentioned above is assigned by the Business Manager. A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the City of any changes of such Union Stewards. No Union Steward will be granted time off from his or her job for the purpose of grievance handling unless such notification has been received.

The City recognizes the Union's designated Chief Steward's responsibilities to the members. In addition, the Chief Steward, or designee, may serve as an alternate for any area Steward due to vacation, leave of absence, extended sick leave, or if the Steward is absent or otherwise not available.

6.3 Officials of the Union designated by Article 1.2 of this Agreement may, with proper notification, be admitted to the property of the City. An Official of the Union as designated in Article 1.2 shall be able to talk with the employees before or after regular working hours or during

lunch hours on City property in accessible areas. With proper authorization, which will not be unduly withheld, the Union representative will be admitted during working hours.

## ARTICLE 7 UNION BUSINESS

7.1 This Article outlines the duties and responsibilities of Union Stewards in performing their functions as recognized Union representatives. In those cases which cannot be resolved otherwise, Union Stewards shall be granted reasonable time off during working hours, without loss of pay, to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing verbal permission from a member of management of the Union Stewards and the grievant. If a steward fails to obtain permission to leave and/or enter the job site as outlined in this section, he/she will be subject to disciplinary action. Such permission shall be granted without unnecessary delay unless the Union Steward or grievant is performing duties requiring his or her immediate attention, as determined by the superintendent or designee. At no time will a Union Steward be paid overtime for performing Union business. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance at the earliest possible time.

7.2 Stewards are responsible for grievance handling within their designated areas of representation. If it is necessary for a Steward from another area of representation to represent an employee in a grievance, such substitution will be in lieu of the area Steward. In no case will more than one (1) Steward participate in/represent a grievance unless mutually agreed to in advance by the City and the Union.

7.3 Members of the Union negotiating team will be allowed time off with pay for negotiation meetings which occur during the employees regular work hours, work shift, or work day. No

regular or overtime (premium) pay will be authorized for time spent in negotiations beyond the Steward's normal work day. Alternate stewards shall not participate in Negotiations.

7.4 Union Stewards shall be members of the bargaining unit who have satisfactorily completed their probationary period.

7.5 It is agreed that all Union Stewards have productive work to perform as assigned by the City. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the Union Stewards in investigating, presenting, and adjusting grievances or disputes. Solicitation of any and all kinds by the Union, including the solicitation of grievances and membership, shall not be engaged in during working hours. No general Union Membership meetings shall be held on the City's time.

7.6 Union Stewards are subject to all City rules regarding the conduct of the employees of the City.

7.7 While on leave of absence for disciplinary reasons, no employee shall function as a Union Steward.

7.8 When it is necessary for a Union Steward to enter an area other than the Union Steward's own representative area for the purpose of conducting Union business authorized by this Agreement, the Union Steward shall notify a member of management of that area of the Union Steward's presence and the nature of the Union Steward's business. Such circumstances should only occur if the department's Union Steward or alternate Union Steward are unavailable or absent.

7.9 In order to minimize loss of productivity, Stewards are expected to avoid any unreasonable or unnecessary time away from their work for the purpose of representation/settlement of grievances. Any allegations by the City which indicate that a Union Steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or

performing other duties for the Union shall be referred to the Human Resources Division for discussion with the Union's Business Manager or designee. The Human Resources Division shall have the right to require the Union to refrain from such excessive time spent performing the activities specified in this section.

7.10 The City, whenever possible, when business requirements are not impacted and there is not a financial impact to the City, may grant approval for union business leave for any Union Steward of the Union to attend union functions or sponsored training. This union business leave shall not exceed 100 hours per fiscal year. Such union business leave needs to be requested and coordinated with the Chief Steward and/or Business Manager, and approved by the member's manager in advance, similar to vacation leave.

## ARTICLE 8 GRIEVANCE PROCEDURE

8.1 A grievance, within the meaning of this Agreement, shall be defined as a dispute regarding the interpretation and/or application of a specific clause of this Agreement arising during the period of time expressly covered by this Agreement.

Members of the bargaining unit will follow all written and verbal directions given by supervision. Compliance with such directions will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. Newly hired probationary employees do not have recourse through the grievance and arbitration procedure for disciplinary or termination actions.

No grievance will or need be entertained or processed, unless prepared in writing in the manner described herein and unless filed in the manner provided herein within the time limit prescribed herein. With exception to the class action grievance process, employees shall meet

informally with their supervisor to attempt to resolve the issue and may request union representation prior to filing a written grievance.

All grievances must be delivered to the appropriate party as described herein on the approved Grievance Form and contain all appropriate, original signatures with acknowledgement of receipt.

8.2 Rules of Grievance Procedure:

A. At any step of the grievance procedure, nothing shall be construed to prevent any bargaining unit employee from presenting, at any time, his/her own grievances and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining Agreement then in effect.

Should the employee proceed on his own, all costs ordinarily attributable to the Union shall be the responsibility of the employee.

If an employee covered by this Agreement files a grievance without Union representation, the Union shall have the right to be notified of such grievance, hearing dates and to have its Steward or Representative present during the hearing. In such cases, the Union shall be furnished with a copy of the written grievance and the City's response to the grievant at each step of the grievance procedure.

B. A written grievance with original signatures shall be dated and signed by the aggrieved employee and the Union representative presenting it. All grievances advancing beyond Step 1 must be delivered to the Human Resources Division on the approved Grievance Form (see Appendix A) and contain all appropriate, original signatures. A written decision to the employee shall also be forwarded to the Union representative and shall be dated and signed by the appropriate City representative.

C. When a written grievance is presented, the City shall acknowledge receipt by signing and dating same.

D. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to answer within the time limits set forth in any step will entitle the grievant to proceed to the next step. If the grievant is satisfied with the City's response at any step, the grievance will not be processed further by the grievant.

E. All written grievances must include:

1. A complete statement of the grievance and facts upon which it is based.
2. The remedy or correction requested.
3. The specific section or sections of this Agreement and/or Personnel Policies claimed to have been violated.
4. Original signature of grievant and date submitted.

F. The City is not required to process any grievance which does not include all required information.

G. At any step of the grievance procedure, the grievant may request that a Union Steward be present and a designee may be appointed to act on behalf of the City official responsible at that step.

H. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. If the time limits are not extended and the bargaining unit employee or the union does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be considered dismissed.

8.3 PROCEDURE

INFORMAL STEP: The Union and the affected employee(s) shall discuss verbally with the Superintendent/Division Manager or designee within ten (10) calendar days from the date the aggrieved employee and/or union has knowledge of the incident or the occurrence that gave rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The Management shall respond in writing to the member or the members of the bargaining unit within ten (10) calendar days from the end of the shift that the incident or occurrence was discussed. At that time, if the employee(s) believes the incident has not been resolved, he/she shall advance the grievance to Step 1 of the Grievance Procedure.

STEP 1: If the grievance is not resolved informally, and as outlined in the Informal Step, the grievance will be submitted, in writing on the Grievance Form by the grievant(s), to the Department Director or designee within ten (10) calendar days. The grievance shall indicate that it was discussed with the Superintendent/Division Manager or designee. The grievance shall include all written responses. The Department Director or designee shall investigate the grievance and shall have a meeting with the employee, the Union representative, other employees, members of the public, witnesses, and/or supervision, etc., as deemed necessary. The Department Director or designee shall notify the employee and the Union representative of the decision, both orally and in writing, within ten (10) calendar days following the meeting or completion of the investigation, whichever is later.

STEP 2: If the grievance is not settled at the second step, the Union representative and/or grievant may present the original written grievance, with all prior responses attached thereto, to the Human Resources Division for review by the City Manager within ten (10) calendar days of issuance of the decision of the Department Director or designee in Step 1. The City Manager, or designee, shall meet with the employee, the Union representative,

supervision/management, and other parties as deemed necessary, to discuss the grievance within ten (10) calendar days of receipt of the grievance. The City Manager, or designee, shall issue a written decision to the employee and the Union representative within twenty (20) calendar days after the hearing.

Termination of any employee covered by this Agreement shall permit the terminated employee or Union representative, if the Union representative is serving at the employee's request, to initiate and appeal the termination, at the second step as provided in this Section; i.e., to the City Manager or designee within ten (10) calendar days of receipt of the notice of termination.

STEP 3: If the grievance is not satisfactorily settled in Step 2, the Union must notify the City Manager of the intent to arbitrate and their submittal to the Union's E-Board for arbitration approval by the grievant providing written notice to the City Manager within ten (10) working days of receipt of the decision of the City Manager or designee. The final decision to arbitrate shall be provided to the City Manager within forty-five (45) calendar days of the City Manager's Step 2 response. Within ten (10) calendar days of the Union's notification, the Union shall request a panel from the Federal Mediation and Conciliation Service (FMCS). Within fourteen (14) calendar days of receipt of the panel, the parties shall select an arbitrator by alternate striking of names, with the grievant striking first. The parties shall also have the option of agreeing upon the name of an arbitrator in lieu of selecting an arbitrator from the names on the panel. Each party has the right to request one (1) new panel of arbitrators prior to striking. Hearings before the arbitrator shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to, and/or detract from the terms of this Agreement.

1. Awards or settlements of grievances by the impartial arbitrator will not be retroactive unless specifically determined to be retroactive by the arbitrator.

2. The settlement of a grievance by the City Manager at any step, and the terms contained herein, shall not have any prospective binding effect on the City unless specifically agreed to by the parties in writing. A decision granting a grievance in whole or in part at Steps 1 or 2 will be considered rejected and will not be implemented if the grievance is advanced to the next step.

3. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify, or ignore any of the terms of this Agreement.

The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not specifically covered by this Agreement. The arbitrator shall confine himself or herself exclusively to the contract issue which is presented to the arbitrator.

The arbitrator must limit consideration to the facts, allegations, and relief requested in the written grievance submitted at Step 1 and may not consider any issue or relief not requested in the written grievance, or which does not meet the definition of a grievance as set forth herein.

4. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that any action taken by the non-grieving party violated a specific provision of this Agreement. The arbitrator's decision will be final and

binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence established that the grieving party met its burden of proving that the action taken by the non-grieving party violated a specific provision of this Agreement.

5. All claims for back wages shall be reduced by any unemployment compensation and interim earnings that the grievant may have received during the period involved.

6. The provisions herein shall control the proceedings of any grievance or arbitration pending on the effective date of the Agreement.

7. Each party shall bear the expense of its own witnesses and its own legal representatives. The fees and expenses of the arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcription of the arbitration hearing shall bear the cost of same.

8. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) days of the hearing.

8.4 Grievances filed by the Union:

A. Only the Union's Business Manager and/or Chief Steward may file a grievance in the name of the Union, or as a class action.

B. A grievance filed by the Union may be initiated at Step 2. If the grievance is not satisfactorily resolved between the Business Manager and/or the Chief Steward and the City

Manager, or designee, the grievance may be submitted for arbitration under the provisions of Step 3 above.

## ARTICLE 9 DISCIPLINE AND DISCHARGE

9.1 Management shall have the right to discipline, demote, or terminate a bargaining unit member for just cause. The employee will be furnished with a written statement of charges of the alleged offense(s). Such statement of charges shall cite the specific section(s) of this Agreement and/or City Personnel Policies claimed to be violated. The employee shall have reasonable time to prepare for a defense against the charges and shall be afforded due process. Discipline shall normally be administered within twenty (20) working days of the alleged offense(s), or knowledge thereof, unless the employee is notified in writing that disciplinary action may be taken, pending completion of an investigation regarding the allegations.

9.2 In cases requiring an investigation, disciplinary action will not be taken until the conclusion of the investigation. An employee may be placed on administrative leave, with or without pay, during an investigation, if it is determined to be in the best interest of the City. In no case will an administrative leave with pay exceed eighty (80) hours. With the exception of criminal investigations, the normal investigation should not take more than two (2) weeks for completion. An extension may be requested in writing, as needed. In the event it is decided by the City Manager or designee for the administrative leave to be without pay, at the Union's request, the City Manager or designee will provide written explanation as to how this determination was made.

The City reserves the right to immediately suspend an employee without pay, without notice, when it is determined by the City that the employee's continued presence constitutes a

threat or hazard. However, the employee must be notified within three (3) working days of charges.

9.3 In the event the employee receives written notification that termination is recommended, the employee may, within five (5) working days of receipt of the notice, contact Human Resources to request a pre-termination hearing or file a grievance. At no time may an employee request a pre-termination hearing and later file a grievance on the matter. The pre-termination hearing shall be conducted by the City Manager or designee and the Human Resources Manager or designee within ten (10) working days of receipt of the employee's request. At the pre-termination hearing, the employee will be given the opportunity to respond to the allegations. An employee may request the presence of a Union Steward at the hearing, and the Steward may speak on behalf of the employee in response to the allegations. Within ten (10) working days after this hearing, the City Manager shall render a written decision regarding the employee's status.

9.4 Employees shall have the right to review their personnel files upon request. Employees shall have the opportunity to submit a written statement responding to any reprimands which will be or are entered in their personnel file. Employees shall receive a copy of disciplinary documents placed within their personnel file.

9.5 Discipline in an employee's personnel file shall be used in progressive discipline against the employee as follows: verbal warning for one (1) year, written reprimand for two (2) years, and a suspension for three (3) years. Discipline actions involving harassment or workplace violence not resulting in termination can be used in progressive discipline for five (5) years from date of occurrence.

9.6 Normally, progressive disciplinary action (oral reprimand, written reprimand, suspension without pay and termination) will be followed. However, the nature and seriousness of an

employee's offense will be of primary importance and could result in suspension or termination without previous oral or written reprimand.

Oral reprimands are for a minor or infrequent offense in which the employee is counseled concerning the behavior or work performance and advised regarding necessary improvement.

A written reprimand is for an employee who has failed to respond to an oral reprimand or for a more serious offense in which a verbal warning is deemed insufficient for the offense.

A suspension without pay is used as a disciplinary action when a written reprimand has not resulted in a satisfactory change in the employee's conduct or when a written reprimand is deemed insufficient for the offense.

Discharge may be imposed when previous disciplinary actions have failed to bring a satisfactory change in conduct or when lesser action is deemed insufficient for the offense.

## ARTICLE 10 VACATIONS

10.1 Employees shall accrue vacation based on their anniversary date in accordance with the following schedule:

| Years of Service | Vacation |
|---|---|
| 1-3 (0-36 months) | 80 hours |
| 4-10 (37-120 months) | 96 hours |
| 11-15 (121-180 months) | 120 hours |
| 16-19 (181-240 months) | 176 hours |
| 20 and over (241 months and over) | 188 hours |

10.2 Vacation shall be earned during the first year of employment. Employees completing six (6) months of service are entitled to use their accrued vacation.

10.3 Vacation requests will be considered in the order in which they are submitted to management. Vacation requests must be submitted by the employee in writing and approved in advance by the appropriate member of management. Division seniority shall be considered only when two or more vacation requests are submitted at the same time for the same days off, i.e., pre-approved vacations cannot be revoked by a later vacation request by a more senior employee. The City will make every effort to authorize the vacation request of the employee consistent with the requirements of its operations. No vacation leave shall exceed thirty (30) working days per calendar year unless authorized by the City Manager or unless authorized in conjunction with Family and Medical Leave.

10.4 When accumulated sick leave has been exhausted for an absence under Family and Medical Leave, the employee will use accrued vacation leave, to the extent available, for the remainder of the Family and Medical Leave.

10.5 When a holiday falls within an employee's scheduled vacation period, the holiday shall be paid as holiday pay and will not be charged to the employee's vacation leave.

## ARTICLE 11 HOLIDAYS

11.1 The following holidays are authorized for employees covered under this bargaining agreement:

A. New Year's Day (January 1)

B. Martin Luther King, Jr.'s Birthday (3rd Monday in January)

C. President's Birthday (3rd Monday in February)

D. Memorial Day (last Monday in May)

E. Independence Day (July 4)

F. Labor Day (first Monday in September)

G. Veteran's Day

H. Thanksgiving Day

I. The day after Thanksgiving Day

J. Day before or the Day after Christmas Day as established by the City Manager annually

K. Christmas Day (December 25)

11.2 Employees who do not work on a holiday will receive straight time holiday pay for the number of hours equal to their regularly scheduled shift for that day. An employee who performs work on a holiday will receive overtime pay for all hours worked plus straight time based on the regularly scheduled shift for holiday pay (excludes stand-by and call-ins).

11.3 A permanent, full time employee shall receive payment for any paid holiday unless:

A. The employee is on any unpaid leave of absence, no-pay suspension, or is on layoff on the day the City observes the holiday.

B. The employee is scheduled to work the holiday and does not report to work.

C. The employee is scheduled to work on the last regular day preceding the holiday or the next regular work day following the holiday and does not report for work, or does not work the entire shift, unless on approved vacation, or excused by the employee's supervisor for an approved medical absence (sick leave), which may require a physician's statement verifying the employee was seen by the physician on the/or before the date of absence, treatment prescribed and employee was medically unable to work on date of absence.

11.4 When any of the holidays established herein occurs on a Sunday, the following Monday shall be observed as the holiday; when any holiday occurs on a Saturday, the preceding work day

shall be observed as the official holiday.

For those employees covered by this Agreement whose regular work week includes Saturday and/or Sunday, holidays falling on a Saturday or a Sunday shall be observed by such employee on the actual day of occurrence.

## ARTICLE 12 SICK LEAVE

12.1 Employees accrue eight (8) hours sick leave per month, provided the employee works a minimum of ten (10) days per month. New employees may not use any accrued sick leave until satisfactory completion of the initial six (6) months of probation, unless the necessity for the absence has been verified by a physician's statement.

12.2 SICK LEAVE MAY BE USED FOR THE FOLLOWING REASONS:

- Legitimate illness of employee.
- Serious health condition of spouse, child(ren), or employee's own parent(s) with a serious health condition, in accordance with the provisions of the Family and Medical Leave Act.
- Routine illness of spouse or children.
- Non-job related accident/injury preventing performance of employee's duties; or to supplement Workers' Compensation wage benefits in the event of a compensable on-the-job injury/accident provided the combined income from Workers' Compensation wage benefits and sick leave does not exceed 100% of regular gross pay.
- Scheduled medical, dental, psychological, psychiatric, optical, chiropractic, or Employee Assistance Program (EAP) appointment, treatment, or examination; or rehabilitation or therapy for alcoholism, drug addiction, or other addictive condition of

employee.

In order to receive sick leave pay for an absence which exceeds three (3) days within a thirty (30) day period, medical certification from a doctor may be required to verify illness. The three (3) days do not have to be consecutive.

12.3 PERSONAL LEAVE USAGE

Employees are allowed to use two (2) work days of accrued sick leave (the number of hours depending upon the employees' normal work schedule), each fiscal year for personal business reasons. Requests for personal leave must be approved in advance by supervision. If an employee does not use the allowed personal leave during the fiscal year, the unused hours are maintained in the sick leave balance. Unused personal leave hours are not carried over into a subsequent fiscal year for additional personal leave use. If an employee records on the weekly time sheet personal leave use in excess of the amount authorized each fiscal year, the excess number of hours will automatically be charged to accrued vacation, if available, or will be "no pay".

12.4 All employees are required to personally notify their supervisor or designee at least one (1) hour prior to their scheduled reporting time on the first day and each succeeding day of absence due to illness. Shift workers are required to report absence due to illness at least two (2) hours prior to the start of the shift. Notification of absence can be made by someone other than the employee only if the employee is incapacitated. Documentation/verification of incapacity may be required by management.

In order to assure that employees are able to timely provide notification of absence as required herein, management will provide appropriate telephone numbers (home, pager, cellular telephones) of management.

12.5 Absences charged to sick leave will be subject to investigation, as deemed appropriate by management. The employee will furnish adequate explanation of his/her illness to supervision to determine if sick leave is to be paid. An employee may be subject to disciplinary action for excessive use of sick leave as determined by the City.

The City may require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether the employee is physically and mentally capable of performing any and all duties required of his classification. This examination will be conducted on City's time and at City's expense.

12.6 Sick leave will be charged only against an employee's regular work day, and shall not be charged for absences occurring on pre-arranged overtime work days, unscheduled call-in overtime days or holidays for which the employee was scheduled to work.

12.7 An employee on temporary, total disability confirmed by competent medical authority because of an occupational disability and who is receiving Worker's Compensation benefits may elect to receive a supplemental sum equal to the difference between the employee's wages and compensation benefits, but such supplemental sum shall be deducted from accrued sick leave and vacation leave credits. When sick leave and vacation leave accruals have been exhausted, the employee if still on temporary disability, will receive only Workers' Compensation benefits. Under no circumstances will an employee receive full pay for sick leave and Workers' compensation wage benefits.

12.8 Sick leave may not be taken during the notice period for resignation, except for legitimate illnesses and/or in increments of less than one day. Any time used in excess of eight (8) hours must be accompanied by a doctor's note.

12.9 The City reserves the right to implement or not implement a sick incentive program based on budgetary restraints.

12.10 PAYMENT OF SICK LEAVE UPON TERMINATION, RETIREMENT, DEATH

The following provisions apply to payment of accumulated sick leave upon termination, retirement or death.

1. Upon termination of employment with the City in good standing [resignation with two (2) weeks' notice, layoff, disability retirement or early retirement] subsequent to completion of at least sixty (60) months consecutive service, employees will be paid 25% of accrued sick leave, up to a maximum payment of 720 hours. Employees who are discharged for cause/misconduct or who terminate for any reason prior to sixty (60) months consecutive employment are not eligible for any payment of sick leave.
2. Upon normal retirement from the City (provided the employee has at least ten (10) years' continuous service) which is simultaneous with termination and as defined by the retirement plan of which the employee is a member, an employee will be paid 66 2/3% of accrued sick leave, up to a maximum payment of 800 hours.
3. In the event of the death of an employee, payment of accrued sick leave to the employee's beneficiary/estate will be in accordance with the provisions outlined above, with amount of payment based on length of service (i.e. if employee was eligible for normal retirement on the date of his death, accrued sick leave will be paid in the same manner as for normal retirement).
4. The use of sick leave to extend the employee's termination date, i.e., in order to receive a 100% of accumulated sick leave is prohibited.

12.11 Employees who fail to comply with rules and regulations governing the use of sick leave will not be paid for those days of absence and will also be subject to disciplinary action.

## ARTICLE 13 HOURS OF WORK AND OVERTIME PAYMENT

13.1 The purpose of this Article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

13.2 The normal work week will be forty (40) hours in a seven (7) calendar day period.

13.3 Except where otherwise specified herein, overtime will be paid at time and one-half (1 ½) the employee's regular pay rate for all hours worked in excess of forty (40) hours of actual work in a scheduled work week. Work schedules will not be changed without five (5) working days of notice. Bereavement leave, Holiday Pay, and Personal Leave, advanced scheduled vacation are considered time worked for overtime calculations provided each were requested and approved in the previous work week. Sick leave or any other paid leave not defined herein will not be considered as time worked for overtime calculations.

13.4 An employee called back to work due to standby status, or a non-declared emergency shall earn a minimum of three (3) hours call back pay which is considered time worked for overtime calculations. An employee does not receive three (3) hours call-back pay for each call back in a work day. If an employee is called back more than once (1) in a work day and his total time is less than three (3) hours, the employee will receive a minimum of three (3) hours call back pay. An employee on standby status will receive credit for one (1) hour per day Monday through Friday, and two (2) hours per day for Saturday, Sunday or holiday which counts as time worked for the purpose of computing overtime.

A City Division requiring workers to be available for emergency work, standby work or overtime work shall initiate and post a format for scheduling workers for duty or availability. If an employee is required to continue work beyond the normal work day then Article 13.3 shall apply. If an employee has been dismissed or released from the work day and is called out to work that same day, then the employee shall be credited with a minimum of three hours of work towards overtime. Only one call out credit can be received during a twenty-four (24) hour period. All work shall be credited towards overtime including up to one-half (½) hour between receiving a call or page and reporting for work. Call out time ends when the employee is dismissed or released by the supervisor at the City work location. The three-hour minimum is not in addition to hours worked, but is considered included in hours worked.

The City may furnish cellular phones, beepers, or require the employee to have a telephone as a condition for being on standby status.

13.5 No employee may authorize overtime for himself or herself but shall be entitled to receive payment for overtime as authorized by management.

Overtime work shall be distributed equitably among employees in a particular job classification within a particular organizational unit as far as the character of the work permits. Although temporary imbalances in the equitable distribution of overtime may occur, departmental management shall make its best efforts to distribute overtime fairly and equitably over an extended period of time. Departmental management shall maintain overtime records, and shall make information concerning overtime available upon request to a Union Steward of the department.

13.6 Overtime payments shall not be duplicated for the same hours worked under any terms of this Agreement.

13.7 An employee who works out of his or her classification, due to absence of another

employee in another position or due to a vacant position, for a period of sixteen (16) hours or less shall not receive additional compensation. An employee who works out of classification due to absence of another employee in another position or due to a vacant position for a period of more than sixteen (16) hours and that classification pays a higher rate than that of the employee's classification will receive a 5% salary increase or the minimum rate of the acting classification, whichever is greater, for all time worked in the higher classification. An employee's pay rate shall not be reduced if the employee is required to work in a lower classification.

The temporary salary increase for out-of-classification assignments shall not continue beyond the temporary assignment; such temporary compensation is not given unilaterally or provided indefinitely to employees perceived to be performing duties of a higher classification while the department/division is fully staffed. This compensation is solely for temporary work assignments in the absence of an employee in an authorized budgeted position for a minimum of forty (40) consecutive hours.

13.8 Employees of the City of Cocoa who work an afternoon shift shall receive a shift differential of fifty cents ($.50) per hour. Employees who work a midnight shift shall receive seventy-five ($.75) per hour shift differential assignments.

## ARTICLE 14 WAGES

14.1 A. Effective the first payroll of Fiscal Year 2022, the City shall provide LIUNA bargaining unit members with the following. Appendix B, Classification and Pay Plan will be modified as written in this Agreement and a new pay plan will be implemented adjusting the minimums and maximums for all covered positions.

1. Bargaining unit members currently below the new minimum will be brought to the new pay grade minimum and receive a wage adjustment based on continuous years of service using the following scale:

| Tenure Range | Percent Increase |
|---|---|
| 0-1 years | n/a |
| 1-5 years | 3% |
| 5-10 years | 4% |
| 11-20 years | 7% |
| 20+ years | 10% |

2. If a member's current hourly rate is above the new minimum, they will receive a wage increase in accordance with the above table.

B. For Fiscal Year 2023 and Fiscal Year 2024, the City shall provide bargaining unit members with a three percent (3%) wage increase based on budgetary appropriations and Council budget adoption. If another bargaining unit receives more than a 3% percent across the board increase, the union may open this Article for negotiations. If the 3% wage increase for Fiscal Year 2023 and Fiscal Year 2024 is not appropriated by Council, the City shall give notice of such to the union, and this article will automatically reopen solely for the purposes of negotiating wages for the fiscal year at issue.

C. If an employee's wage is at the maximum for the position, the wage will be frozen at that level and the employee will receive a lump sum payment in the amount of the current wage increase. No wage increases will be permitted until or unless such employee is promoted to a higher position or the pay level is adjusted beyond the employee's current pay level.

14.2 Certification/Licensure Programs:

A. Service Requirement – Completion of at least one (1) year of service with the City as of October 1st of each year is required for an employee to receive payment for professional certification related to the employee's position. Payment will be processed in November timeframe, and wages are subject to tax withholding.

B. Certification Date – The certification(s) must be current and must have been issued no later than April 1st of the year for which payment is requested.

C. Eligible Professional Certifications/Licensures

- Automotive Service Excellence (ASE) Certification

| | |
|---|---|
| First Certification | $50 year |
| Each Additional Certification | $25 year |
| Maximum | $150 year |

- Master Mechanic Certification $150 year

  Maximum $300 year

- Herbicide Pesticide Certification

| | |
|---|---|
| First Certification | $50 year |
| Each Additional Certification | $25 year |
| Maximum | $100 year |

- Certified Pool Operator $50 year
- Certified Nursery Professional Certification $100 year
- Backflow Tester Certification $100 year
- Backflow Repair Certification $100 year
- Water/Wastewater Plant Operators

| | |
|---|---|
| Class “C” License | $100 year |
| Class “B” License | $50 year |
| Class “A” License | $50 year |
| Maximum | $200 year |

- Water Distribution System Operator

| | |
|---|---|
| Class 3 License | $100 year |
| Class 2 License | $50 year |
| Class 1 License | $50 year |
| Maximum | $200 year |

- Wastewater Collection System Operator

| | |
|---|---|
| Class C Certification | $100 year |
| Class B Certification | $50 year |
| Class A Certification | $50 year |
| Maximum | $200 year |

- Electrician

| | |
|---|---|
| Journeyman Electrician | $100 year |
| Master Electrician | $100 year |

- Locksmith

| | |
|---|---|
| Professional Locksmithing | $100 year |
| Advanced or Commercial Locksmithing | $50 year |
| Maximum | $150 year |

- Commercial Driver’s License (CDL)

D. Employees whose job description requires a Commercial Driver's License, and who do not possess it at the time of employment promotion will be reimbursed the actual cost of the license upon attainment and presentation of a receipt to the employee's Superintendent. Additionally, employees whose job description requires a CDL shall be reimbursed the actual cost of the renewal of the CDL license upon presentation of a receipt to the employee's Superintendent. The City will not provide reimbursement for lost licenses.

E. The City shall pay, on a one-time basis, the fees associated with attaining a State of Florida Class "C" water or wastewater operator's certification and each time renewal is needed (one time) for each re-certification for employees who are employed in the classification of water or wastewater Apprentice Operator or Operator C, B or A, or Water Distribution/Wastewater Collections certifications. The employee shall assume responsibility for all fees associated with re-testing. Although the City will reimburse for the expense of the certification, only the licenses for Operators and Distribution workers will be eligible for License certification pay. Wastewater Collection certifications will also be recognized for Certification Pay as there is no current license requirement for Wastewater Collections at this time.

F. The City shall pay the fees associated with attaining certifications required for LIUNA positions, and recertification, if required. The employee shall assume responsibility for all fees associated with re-testing, if the employee does not successfully attain/pass the certification test. Employees who receive a certificate and/or CDL reimbursement and who terminate employment prior to completion of

one year of service shall repay the City for the reimbursement amount. Said reimbursement may be deducted from the final paycheck of the employee, if sufficient funds are available, or the employee shall be required to provide the reimbursement in cash, check or money order.

14.3 The City will continue to pay 10% add pay (based on the employee's base pay) for the designation of "lead" plant operator for those employees assigned that designation.

14.4 The City shall continue to contribute to existing participants in the 401(A) at a rate of 12%.

## ARTICLE 15 HEALTH AND WELFARE

15.1 The City of Cocoa shall furnish hospitalization insurance, as approved by City Council, for the employee at no premium cost. Should the employee elect to have dependent coverage, fifty percent (50%) of the cost of the premium for dependent coverage shall be borne by the City. For Fiscal Year 2022, the City will absorb the cost of the dependent coverage increase on the health plan.

15.2 Eligibility for group insurance coverage and premium payments for retirees shall be in accordance with Resolutions adopted by City Council.

15.3 The City of Cocoa shall maintain group term life insurance policies on all bargaining unit employees at this time equals one times their annual salary as of October in any year. Life insurance coverage will not be adjusted for any employees who may receive a promotion or increase after October of any year.

15.4 If an employee is temporarily suspended from work by the City, the City shall continue all coverages contained in this Article until final disposition of the case. The employee shall be responsible for payment of their benefit deductions, if the employee has elected that benefit option,

during the unpaid status.

## ARTICLE 16 BEREAVEMENT LEAVE

16.1 An employee will be granted up to three (3) scheduled working days off without loss of pay or benefits to attend the funeral of a member of the immediate family. Up to an additional two (2) days off may be granted for an out-of-state funeral.

16.2 Immediate family is defined as spouse, and the following biological, adoptive, foster, or "step" relatives; child(ren), son/daughter-in-law, parents, brothers, sisters, grandparents, and grandchild(ren), of both the employee and the employee's spouse. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the City Manager.

16.3 To be eligible for pay, the employee shall provide management proof of the death in the family as defined above and the date of the funeral through a newspaper obituary, death certificate, or funeral home documentation prior to payroll submittal of time to be paid.

## ARTICLE 17 SAFETY AND HEALTH

17.1 The City agrees that it will conform to and comply with laws as to safety, health, sanitation, and working conditions properly required by Federal, State, and local law. The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.

Bargaining unit members shall recognize, promote, and adhere to all City of Cocoa Health and Safety Policies and Procedures.

17.2 The City may provide and require employees to wear apparel, safety shoes, protective devices and/or special equipment to reduce accidents and injuries on the job, as determined by the

City. Non-conformance with City safety rules and requirements shall be cause for progressive discipline up to and including discharge.

A. The City will provide keep in stock wide brim hats for those employees working outside as protection from the elements.

B. In accordance with the City's Safety and Loss Control Program, positions designated by management that are required to wear ANSI Z41 approved steel-toe safety shoes daily, will receive a shoe allowance. Eligible employees employed as of October 1 will receive a $120 shoe allowance via payroll by November 15, for the purchase and/or repair of safety shoes. Electricians will receive a safety shoe allowance of $215.00. Employees in designated positions who are hired after October 1st of each fiscal year will receive their shoe allowance at the time of hire. Employees that leave employment prior to the completion of probation will be required to pay such allowance.

Employees who are authorized a safety shoe allowance but fail to wear the required safety shoes may be relieved of duty without pay and subject to disciplinary action.

C. Any in-house safety committee established in a work area where bargaining unit employees work, shall have representation by employees in covered positions as selected by the City.

D. The City shall consult periodically with medical professionals and obtain recommendations for providing inoculations for employees in job descriptions where inoculations are recommended.

## ARTICLE 18 BULLETIN BOARDS

18.1 The Union shall be provided partial use of suitable bulletin boards, including at least one

(1) at each area working location so designated by the City, consistent with Section 6.2 of Article 6. The Union may, if it is so desired, provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the working location, with the approval of the City.

18.2 The Union agrees that it shall use space on bulletin boards, as provided in Section 18.1 above, only for the following purposes:

1. Notice of Union Meetings
2. Union elections
3. Reports of Union committees
4. Recreational and social affairs of the Union
5. Notices by public bodies
6. All other postings authorized by the Human Resources Manager

18.3 Copies of all material, notices, or announcements shall be submitted to the Human Resources Manager for approval before they are posted.

18.4 No material, notices, or announcements shall be posted which contain anything political or controversial, or anything adversely reflecting upon the City of Cocoa, its independent agencies, or employees. Any Union authorized violation of this section shall entitle the City to cancel immediately the provisions of this section and to remove bulletin boards or the partial use thereof. The City shall make reasonable effort to prevent unauthorized removal, covering or defacing of Union materials by unauthorized personnel.

## ARTICLE 19 JURY DUTY

19.1 Permanent full-time employees shall be granted time off with pay, for reporting for jury duty upon presenting satisfactory evidence relating to service to management. Compensation

received from jury duty will be assigned by the employee to the City.

19.2 If an employee is released from jury duty two (2) or more hours prior to the end of the employee's regularly scheduled work shift, the employee shall be required to report for work except as otherwise authorized by the employee's immediate supervisor.

19.3 In the event an employee who works shifts is called to jury duty, the employee shall be rescheduled to day shift for the duration of said jury duty.

## ARTICLE 20 SEVERABILITY

20.1 If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such findings shall not affect the remainder of this Agreement, and all other terms and provisions shall continue in full force and effect. Upon any such judicial determination, the City and the Union will promptly negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

## ARTICLE 21 SAVINGS CLAUSE

21.1 All rights, privileges and working conditions enjoyed by members of the bargaining unit at the present time which are included in this Agreement, shall remain in full force and effect unless changed by mutual consent.

21.2 The parties recognize that the City's Employee Handbook and procedures which cover subjects not expressly covered in this Agreement shall be applicable to all bargaining unit employees. No benefits shall exist for bargaining unit members other than those set forth in this Agreement and/or applicable City policies and procedures, and any changes thereto.

## ARTICLE 22 PROBATIONARY PERIOD FOR EMPLOYEES

22.1 The City will require a six (6) month probationary period for all new employees in all departments, which may be extended by management for ninety (90) days.

22.2 All probationary employees are to be evaluated in writing at the end of six (6) months.

22.3 Employees covered by this Agreement shall be allowed check-off of Union dues during their probationary period, provided employees request such deduction in writing as outlined in Article 2.

22.4 Initial probationary employees are not covered by the grievance procedure for disciplinary or termination actions.

22.5 All permanent, full-time employees who are placed on probation for any reason (transfer, promotion, demotion or disciplinary action, etc.) shall be notified in writing by the employee's supervisor prior to said probation. No full-time permanent employee may be placed on probation longer than six (6) months and a written evaluation will be conducted at the end of probation.

22.6 Employees who are in their initial probationary period are not eligible for promotional or voluntary transfers during that time. Employees who have successfully satisfied their initial probationary period are eligible for promotional or voluntary transfers during the ninety (90) day probationary period with approval by the Department Director at their discretion.

## ARTICLE 23 SENIORITY

23.1 Definitions

City Seniority: City-wide seniority is defined as the length of continuous service with the City of Cocoa. Such seniority shall be acquired by a full-time employee after completion of a probationary period, at which time seniority shall be retroactive to the first day of employment.

City-wide seniority shall apply to accrual of all benefits and to promotional vacancies.

Department Seniority: Department seniority is defined as the length of employment within the employee's current department. Department seniority shall accrue as of the first day of employment or transfer into a new department. Department seniority shall apply in cases of termination by force reduction (layoff). Division seniority shall be considered when scheduling shifts. Division seniority will be considered for requests for vacation only as outlined in Article 10, Vacations and overtime as outlined in Article 13.

23.2 Cumulation: Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave.

23.3 Termination of Seniority: Seniority shall be broken when an employee:

A. Terminates voluntarily

B. Is discharged for just cause

C. Is on leave of absence in excess of six (6) months.

D. Is on layoff status and has not been recalled in one (1) year.

E. Retirement.

F. Failure to return from approved leaves of absence (including Family and Medical Leave and Military Leave) or Workers' Compensation disability.

23.4 Leave Without Pay: For unpaid leaves of absence exceeding thirty (30) consecutive days, such time shall not accumulate as seniority, except as otherwise provided by law (e.g., Family and Medical Leave).

## ARTICLE 24 REDUCTION IN FORCE

24.1 Should a reduction in the City's work force become necessary, termination by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

A. Layoffs shall be by classification within a department. Upon establishing the number of employees to be laid off within a classification in a department, the City shall layoff the least senior employee first and continue laying off the least senior employee until its force reduction in the affected classification or classifications within that department is met.

B. If an employee is scheduled to be laid off, said employee shall be offered a comparable position or demotion to a lower classification, provided such a vacancy exists and said employee is qualified to fill the position.

C. If there is more than one (1) employee subject to the above provisions, the most senior qualified laid-off employee shall be offered the vacancy. If there is more than one (1) vacancy, said vacancies shall continue to be offered to the senior qualified laid off employee until all vacancies are filled.

24.2 Employees being laid off or demoted shall be eligible for recall in accordance with the following procedure:

A. An employee who is demoted or laid off shall retain recall rights to a job in the same classification within the department from which the employee was demoted or laid off. Recall rights shall remain in full force and effect for a period equal to the employee's total length of service not to exceed one (1) year.

B. The most senior qualified laid off employee shall be offered recall to a job in the employee's classification until the City's staffing requirements are met.

C. Notification of recall shall be sent to a laid off employee by certified mail to the address last known to the City.

D. If the laid off employee fails to respond to the recall notice within ten (10) calendar days from the date of receiving the notice of recall, he/she shall forfeit all further recall rights.

24.3 Employees who are scheduled to be laid off shall receive two (2) week of notice or, in the alternative, two (2) week of pay in lieu of notice.

24.4 If it becomes necessary for the City to abolish a position or reduce the number of employees, severance pay will be granted as follows:

| Years of Service | Severance Pay |
|---|---|
| 1-5 | 2 weeks |
| 6-10 | 6 weeks |
| 11+ | 8 weeks |

## ARTICLE 25 PROMOTIONAL VACANCIES

25.1 Notice of a vacancy in an existing or new position covered by this Agreement shall be posted for a minimum period of five (5) working days on appropriate bulletin boards, with a closing date for in-house applications four (4) days after the posting date, to be considered acceptable notice. Any employee who meets the minimum standards/requirements of the position may apply for the open position by submittal of the appropriate form and a resume detailing their work history and experience by the closing date. Applications received from in-house applicants after the internal posting period will be considered with external applicants, if applicable.

25.2 The Human Resources Division will refer to the hiring department bids from qualified employees for interview. If fewer than three (3) qualified internal candidates apply, external candidates may be interviewed simultaneously. The manager/supervisor to whom the position reports is responsible for interviewing and selecting the candidate who best matches the position requirements. In making this determination, the manager/supervisor shall consider the candidates'

merit and ability, to include, but not limited to training, education, experience, certification, skills, and based on valid minimum standards/requirements outlined in the position description. Additionally, management shall take in consideration past performance history and discipline for supporting a hiring decision. Seniority shall be the governing factor in making the selection only when all other criteria are equal.

25.3 An employee who is promoted to a position with a higher pay range shall have his pay rate increased by 5% and then placed in the new pay range or to the minimum pay rate of the new position, whichever is greater.

An employee who is transferred laterally to another position will not receive any pay increase or decrease. A lateral transfer is defined as going from one position in the same pay grade (minimum salary is the same) to another position in the same pay grade.

In the event an employee is either voluntarily or involuntarily demoted, their pay shall be decreased the same amount it was increased for the related position promotion, but include any annual wage increases that were received during that time. In no case may an employee be paid more than the new pay range.

25.4 In the event an employee is promoted, demoted, or transferred, pursuant to this Article, the employee will serve a probationary period of ninety (90) days in the new position, which may be extended in thirty (30) day increments by the City, regardless of the length of the employee's seniority, not to exceed a total of six (6) months [including the original ninety (90) days probation].

25.5 Should the employee be determined as unacceptable in the new position during the probationary period, the employee shall be returned to his or her former or comparable pay grade/position and rate of pay, if vacant. If a position is not vacant, then the employee shall accept

a position as close to the former position, in terms of pay grade/position and rate of pay, subject to the City's determination that the employee is suitable for the position.

25.6 The City supports and encourages employees to continue education and licenses for further promotion opportunities. The job posting process, outlined in section 25.1 above, should be waived in the following scenarios:

A. The Florida Department of Environmental Protection (FDEP) requires that operators of water and wastewater facilities possess a FDEP operator's license per Department of Environmental Regulation, Chapter 62-602. The City has designated positions from an Apprentice Operator, which is an entry level position and does not possess a license, through an "A" Licensed Operator. Each level of operator has specific criteria for position obtainment identified in the Regulation. The City will promote individuals upon attainment of a higher license when the employee has met the full requirements of the position/license.

B. Employees classified as an Apprentice Electrician or Electrician/Industrial Electrician I will be promoted to the next level (Electrician/Industrial Electrician I or II) after successfully meeting the position requirements.

C. Employees classified as an Environmental Analyst I will be promoted to Environmental Analyst II after successfully meeting the position requirements of the "II" level.

## ARTICLE 26 INTENT OF AGREEMENT

26.1 The City and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of the employee's skill and ability without regard to

union membership, race, color, religious creed, national origin, ancestry, age, gender, family status (except as limited by Florida Statutes governing nepotism), or a disability which does not preclude the performance of the essential functions of the position, with reasonable accommodation(s) provided as necessary.

## ARTICLE 27 – EMERGENCY PAY

27.1 Emergency pay is intended to ensure an employee is not economically harmed because he or she cannot report to work on their regularly scheduled workday because the City is closed. The parties agree that LIUNA employees will be subject to the provisions of the Emergency Pay Article herein. The purpose of this policy is to establish a comprehensive plan for pay, leave, and reporting requirements during an emergency declared by City Council, the City Manager, or his/her designee. The policy is intended to cover short-term situations, lasting less than seven calendar days or less. A disaster situation lasting more than one week will necessitate re-evaluation of this Emergency Pay Policy.

27.2 If City Council, or designee, determines in his/her sole discretion, that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, the provisions of this Agreement may be suspended by the City for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended during the declared emergency period.

The Union retains the right, however, to grieve within ten (10) days of the cessation of emergency conditions the effects of any suspension of contract provisions. The City's Grievance Procedure within the Employee Handbook will apply for any grievances arising from Emergency Pay or operations.

27.3 Emergency pay shall go into effect when the City adjusts work schedules for Emergency Operations and will cease when schedules return to regular shifts. In the event that the City closed administrative and other offices/facilities due to inclement weather (e.g. hurricanes), civil disaster, or other emergency situations, employees will receive emergency pay at straight pay for hours that were not worked for their regular work schedule. An employee who performs work during the emergency pay period will receive double-time pay for all hours worked during the emergency period (excludes standby-by and call-ins). During such emergency, if the City establishes temporary offices/facilities or directs employees to report to work at a work site other than their usual work site, the employees will be required to report to work.

27.4 Employees who are on a non-work status both immediately before and after the City was closed, such as may be the case for workers' compensation claimants, those performing military duty, those on Family Medical Leave, or other applicable leaves, shall remain in that status rather than receiving Emergency Pay.

27.5 With prior authorization from Department Directors, any employee who is unable to report to work during a declared State of Emergency may use personal leave, vacation leave, or sick leave (supported by a physician's statement) to compensate for the time missed. Requests by employees to be excused from work must be arranged in advance of the emergency or, in the case of unforeseen circumstances, reported to the appropriate authority as soon as possible prior to the beginning of the employee's work shift.

## ARTICLE 28 – DURATION

28.1 If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date official notice of such desire must be given in writing at least ninety (90)

days and not more than one-hundred-fifty (150) days prior to the termination of this Agreement. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

28. 2 This agreement shall be effective upon ratification by the City Council and the Union and shall remain in effect up to and including September 30, 2021. Only Article 13 and Article 17 (Shoe Allowance) will be reopened as stated in the respective Article.

**CITY OF COCOA**

## APPENDIX A - EMPLOYEE GRIEVANCE FORM

o **Bargaining** o **PBA**
o **LIUNA**
o **IAFF**

o **Non-Bargaining**

**Name: (PRINT)**_____

**Job Title:** _____ **Employee ID: #** _____

**Home Address:** _____ **Zip:** _____

**If Bargaining Unit - provide name of Union Steward:** _____

**Department: (Check one)** ☐ Admin. Services ☐ City Manager ☐ City Clerk ☐ Fire ☐ Public Works ☐ Police ☐ Community Development ☐ Police ☐ Finance ☐ Utilities ☐ Other _____
**Division:** _____

**Policy/Section and/or Contract/Article Violated: Section(s):** _____

**Page(s):** _____ *(Must provide a copy of the page(s) you are referencing)*

Date of Alleged Violation:__ __ / __ __ / __ __

**Provide a brief description of the grievance: Explain how the grievance is related to the policy/ section and/or contract/article. (Attach additional sheets if needed):** _____
_____
_____
_____

**Your Suggested Remedy:** _____
_____
_____
_____

**Signature of Grievant:** _____ **Date:** __ __ / __ __ / __ __

_____

**STEP 1**

**Receiving Supt./Div. Manager:** _____ **Date:** __ __ / __ __ / __ __

**Hearing Date:** __ __ / __ __ / __ __

**Response and Date: (See attached response)** ☐ **Settled** ☐ **Withdrawn** ☐ **Advanced**

**Settled: (Employee Signature):**_____ **Date:** __ __ / __ __ / __ __

**NOT Settled, Appeal to STEP II. (Employee Signature):**_____ **Date**: __ __ / __ __ / __ __

**CITY OF COCOA**
**EMPLOYEE GRIEVANCE FORM**

**STEP II**

**Receiving Department Director:**_____**Date: __ __ / __ __ / __ __**

**Hearing Date:** __ __ / __ __ / __

**Response and Date: (See attached response)** ☐ **Settled** ☐ **Withdrawn** ☐ **Advanced**

**Settled: (Employee Signature)** _____**Date:** __ __ / __ __ / __ __

**NOT Settled: Appeal to STEP III.**

**(Employee Signature)** _____Date: __ __ / __ __ / __ __

---

**STEP III (CITY MANAGER)**

Receiving HR Representative: _____Date: __ __ / __ __ / __ __

**Hearing Date:** __ __ / __ __ / __ __

**Response and Date: (See attached response)**

**Upheld Denied Modified**

City Manager: _____Date: __ __ / __ __ / __ __

HR Manager: _____Date: __ __ / __ __ / __ __

## APPENDIX B -CLASSIFICATION AND PAY PLAN

| COVERED POSITIONS | PAY GRADE |
|---|---|
| Apprentice Electrician | LU5 |
| Apprentice Operator | LU8 |
| Backflow Technician | LU6 |
| Certified Operator “C” | LU9 |
| Certified Operator “B” | LU10 |
| Certified Operator “A” | LU11 |
| Crew Leader | LU8 |
| Custodial Worker | LU2 |
| Customer Service Representative | LU5 |
| Utility Field Service Representative | LU5 |
| Electrician I | LU6 |
| Electrician II | LU9 |
| Environmental Analyst I | LU8 |
| Environmental Analyst II | LU11 |
| Heavy Equipment Operator | LU7 |
| Industrial Electrician I | LU7 |
| Industrial Electrician II | LU10 |
| Maintenance Worker I | LU5 |
| Maintenance Worker II | LU6 |
| Mechanic I | LU6 |
| Mechanic II | LU8 |

| | |
|---|---|
| Meter Reader | LU5 |
| Meter Technician | LU5 |
| Sludge Equipment Operator | LU7 |
| Stock Clerk | LU4 |
| Senior Stock Clerk | LU5 |
| Utility Line Locator | LU6 |
| Utility Mechanic I | LU6 |
| Utility Mechanic II | LU8 |
| Valve Operator | LU6 |

**SIGNATURE PAGE**

CITY OF COCOA

Michael C. Blake
Mayor

Stockton Whitten
City Manager

9-14-2021
Date Signed

LOCAL 630

Ronnie Burris
Business Agent

Andy Newsome
Chief Union Steward

09-28-2021
Date Signed

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COCOA
AND
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (LIUNA)

This is an agreement between the City of Cocoa, hereinafter referred to as City, and the Laborers' International Union of North America Local 630, hereinafter referred to as LIUNA.

In accordance with Article 5.2, this agreement is intended to document the City's and LIUNA's mutual agreement to amend Article 14 Wages and Appendix B Classification and Pay Plan of the Collective Bargaining Agreement between the City and LIUNA dated October 1, 2021 through September 30, 2024 as stated below (<u>underlined</u> type are additions and ~~strikeout~~ type are deletions to the CBA).

The City and LIUNA agree to the following:

1. Adjust the pay grade in Appendix B of the Custodial Worker from LU2 to LU3.
2. Existing Custodian employees will receive a one-time wage adjustment effective May 1, 2023 as follows:
    a. Sandra Simpson from $14.88 to $15.96
    b. Casee Morgan from $13.50 to $14.58

Mutually agreed to on April <u>18</u>, 2023

Signed: Ronnie Burris LIUNA

Signed: _____ City of Cocoa

## Police Dispatch Part-Time - Open Range Plan

| | Hourly | | Annually | | |
|---|---|---|---|---|---|
| Grade | Minimum | Maximum | Minimum | Maximum | Positions |
| PN1 | $16.57 | $27.27 | $ 24,987.56 | $ 41,123.16 | Dispatcher/Communications Officer P/T |

** Annual rates are divisible by 1508

## PBA - Open Range Plan

| | Hourly | | Annually | | |
|---|---|---|---|---|---|
| Grade | Minimum | Maximum | Minimum | Maximum | Positions |
| PU6 | $16.57 | $27.27 | $ 34,465.60 | $ 56,721.60 | Dispatcher/Communications Officer |
| PU9 | $21.67 | $33.90 | $ 45,073.60 | $ 70,512.00 | Police Officer |
| PU12 | $28.89 | $44.77 | $ 60,091.20 | $ 93,121.60 | Police Sergeant |

** Annual rates are divisible by 2080

## Police Lieutenant - Open Range Plan

| | Hourly | | Annually | | |
|---|---|---|---|---|---|
| Grade | Minimum | Maximum | Minimum | Maximum | Positions |
| PL1 | $36.83 | $54.31 | $ 76,606.40 | $ 112,964.80 | Police Lieutenant |

** Annual rates are divisible by 2080

DRAFT

## IAFF - Open Range Plan

| | Hourly | | Annually | | |
|---|---|---|---|---|---|
| Grade | Minimum | Maximum | Minimum | Maximum | Positions |
| FU8 | $14.66 | $25.50 | $ 38,116.00 | $ 66,300.00 | Firefighter/EMT |
| FU9 | $17.88 | $26.77 | $ 46,488.00 | $ 69,602.00 | Driver/Operators |
| FU12 | $22.29 | $31.85 | $ 57,954.00 | $ 82,810.00 | Fire Lieutenant/EMT |

** Annual rates are divisible by 2600

## Fire District Chief "TU" - Open Range Plan

| | Hourly | | Annually | | |
|---|---|---|---|---|---|
| Grade | Minimum | Maximum | Minimum | Maximum | Positions |
| TU1 | $28.75 | $42.29 | $ 74,750.00 | $ 109,954.00 | District Fire Chief |

** Annual rates are divisible by 2600

DRAFT

# LIUNA - Open Range Plan

| | Hourly | | Annually | | |
|---|---|---|---|---|---|
| Grade | Minimum | Maximum | Minimum | Maximum | Positions |
| 1 | $12.50 | $20.00 | $ 26,000.00 | $ 41,600.00 | |
| 2 | $13.50 | $21.60 | $ 28,080.00 | $ 44,928.00 | ~~Custodial Worker~~ |
| 3 | $14.58 | $23.33 | $ 30,326.40 | $ 48,526.40 | Custodial Worker |
| 4 | $15.75 | $25.20 | $ 32,760.00 | $ 52,416.00 | Stock Clerk |
| 5 | $17.01 | $27.22 | $ 35,380.80 | $ 56,617.60 | Apprentice Electrician<br>Customer Service Representative<br>Maintenance Worker I<br>Meter Reader<br>Meter Technician<br>Senior Stock Clerk<br>Utility Field Service Representative |
| 6 | $18.37 | $29.40 | $ 38,209.60 | $ 61,152.00 | Back-Flow Technician<br>Electrician I<br>Maintenance Worker II<br>Mechanic I<br>Utility Line Locator<br>Utility Mechanic I<br>Valve Operator |
| 7 | $19.84 | $31.75 | $ 41,267.20 | $ 66,040.00 | Heavy Equipment Operator<br>Industrial Electrician I<br>Sludge Equipment Operator |
| 8 | $21.43 | $34.29 | $ 44,574.40 | $ 71,323.20 | Apprentice Operator<br>Crewleader<br>Environmental Analyst I<br>Fleet Technician II<br>Maintance Worker III<br>Mechanic II<br>Senior Back-Flow Technician<br>Utility Mechanic II |
| 9 | $23.14 | $37.03 | $ 48,131.20 | $ 77,022.40 | Certified Operator C Lead<br>Certified Operator C License<br>Electrician II |
| 10 | $24.99 | $39.99 | $ 51,979.20 | $ 83,179.20 | Certified Operator B Lead<br>Certified Operator B License<br>Industrial Electrician II<br>Instrumentation Technician |
| 11 | $26.99 | $43.19 | $ 56,139.20 | $ 89,835.20 | Certified Operator A Lead<br>Certified Operator A License<br>Environmental Analyst II |

** Annual rates are divisible by 2080

DRAFT

City Council Approval 4-25-2023

# General - NonExempt "GH" (Hourly) - Open Range Plan

| | Hourly | | Annually | | |
|---|---|---|---|---|---|
| Grade | Minimum | Maximum | Minimum | Maximum | Positions |
| 1 | $12.50 | $20.00 | $ 26,000.00 | $ 41,600.00 | |
| 2 | $13.50 | $21.60 | $ 28,080.00 | $ 44,928.00 | School Crossing Guard (Part Time) |
| 3 | $14.58 | $23.33 | $ 30,326.40 | $ 48,526.40 | Facilities Attendant |
| 4 | $15.75 | $25.20 | $ 32,760.00 | $ 52,416.00 | Administrative Assistant<br>Community Services Technician<br>Engineering Intern<br>Human Resources Intern (Temporary PT)<br>Police Records Clerk<br>Receptionist<br>Recording Secretary<br>Records Technician |
| 5 | $17.01 | $27.22 | $ 35,380.80 | $ 56,617.60 | Accounts Payable Clerk<br>Administrative Secretary<br>Customer Service Technician<br>Engineering Representative<br>License/Permit Technician<br>Office Assistant<br>Utility Billing Clerk |
| 6 | $18.37 | $29.40 | $ 38,209.60 | $ 61,152.00 | Booking Officer-PT<br>Contract Technician<br>Senior Accounts Payable Clerk<br>Victims Advocate |
| 7 | $19.84 | $31.75 | $ 41,267.20 | $ 66,040.00 | Code Enforcement Officer<br>Environmental Control Coordinator<br>Field Inspector<br>Field Operations Technician<br>Field Service Inventory Technician<br>Help Desktop Support Technician<br>Police Evidence Technician<br>Police Officer Trainee<br>Senior Customer Service Representative<br>Senior Field Service Representative<br>Senior Utilities Field Service Representative<br>UT Administrative Technician<br>Utility Accounting Technician<br>Water Plant Technician |
| 8 | $21.43 | $34.29 | $ 44,574.40 | $ 71,323.20 | Code Enforcement Coordinator<br>Crime Scene Technician<br>Field Inspector II<br>Human Resources Technician |
| 9 | $23.14 | $37.03 | $ 48,131.20 | $ 77,022.40 | Asset Management Coordinator<br>Assistant City Clerk<br>Criminal Intelligence Analyst<br>Development Coordinator<br>Executive Secretary<br>Fire Inspector<br>Housing Program Coordinator<br>Junior Staff Accountant<br>Jr. Buyer & Contract Specialist |

DRAFT

City Council Approval 4-25-2023

# General - NonExempt "GH" (Hourly) - Open Range Plan

| | Hourly | | Annually | | |
|---|---|---|---|---|---|
| Grade | Minimum | Maximum | Minimum | Maximum | Positions |
| | | | | | Leisure Services Coordinator<br>Payroll Specialist<br>Utilities Administrative Coordinator<br>UT Engineering Coordinator<br>Utilities GIS/CAD Technician |
| 10 | $24.99 | $39.99 | $ 51,979.20 | $ 83,179.20 | Grounds Maintenance Supervisor<br>Leisure Services Supervisor<br>Park & Right of Way Supervisor<br>Plans Examiner<br>Supervisor II |
| 11 | $26.99 | $43.19 | $ 56,139.20 | $ 89,835.20 | Building Inspector<br>SCADA Analyst I<br>Supervisor III |
| 12 | $29.15 | $46.65 | $ 60,632.00 | $ 97,032.00 | Electrical Maintenance Supervisor<br>SCADA Analyst II |

** Annual rates are divisible by 2080

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# General - Exempt "GE" (Salary) - Open Range Plan

| | Hourly | | Annually | | |
|---|---|---|---|---|---|
| Level | Minimum | Maximum | Minimum | Maximum | Positions |
| 9 | $23.14 | $37.03 | $ 48,131.20 | $ 77,022.40 | Conservation & Public Relations Officer<br>Redevelopment Coordinator<br>Victim Advocate Coordinator |
| 10 | $24.99 | $39.99 | $ 51,979.20 | $ 83,179.20 | Grant Writer-Economic Development Specialist<br>Jr. Network Administrator<br>Jr. Systems Administrator<br>Planner<br>Public Information Coordinator<br>Systems Analyst<br>Utilities GIS Coordinator |
| 11 | $26.99 | $43.19 | $ 56,139.20 | $ 89,835.20 | Customer Service Supervisor<br>Economic Development Specialist<br>Field Services Supervisor<br>GIS Analyst<br>Human Resources Coordinator<br>Inspection Supervisor<br>Senior Buyer & Contracts Agent<br>Staff Accountant<br>Staff Accountant - Bank/Treasury<br>Staff Accountant - Grant<br>Support Service Supervisor<br>Systems Administrator<br>Utility Billing Supervisor |
| 12 | $29.15 | $46.65 | $ 60,632.00 | $ 97,032.00 | Accounting Supervisor<br>~~Asst. Fire Marshal~~<br>Assistant Sewer Field Operations Manager<br>Assistant to the Building Official/Building Inspector<br>Assistant Water Field Operations Manager<br>Chief of Maintenance<br>Chief Operator<br>Chief Operator Wastewater<br>GIS Administrator<br>Public Information Officer<br>Safety & Risk Program Manager<br>Senior Budget Analyst<br>Senior Staff Accountant |
| 13 | $31.48 | $50.38 | $ 65,478.40 | $ 104,790.40 | Code Enforcement Manager<br>Engineering Supervisor<br>Leisure Services Manager<br>Parks, Project & ROW Manager<br>Utilities Associate Engineer I<br>Water Quality Laboratory Manager |
| 14 | $34.00 | $54.41 | $ 70,720.00 | $ 113,172.80 | Accounting Manager<br>Assistant to the CM / Public Information Officer<br>Facilities Manager<br>Fleet Manager<br>Human Resources Manager<br>Police Lieutenant (IA) |

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# General - Exempt "GE" (Salary) - Open Range Plan

| | Hourly | | Annually | | |
|---|---|---|---|---|---|
| Level | Minimum | Maximum | Minimum | Maximum | Positions |
| | | | | | Purchasing/Contract Manager<br>Senior Network & Security Administrator<br>Streets/Stormwater Manager<br>Systems & Support Manager<br>Utilities Associate Engineer II<br>Utility Customer Service Manager<br>Utility Support Service Manager |
| 15 | $36.72 | $58.76 | $ 76,377.60 | $ 122,220.80 | City Clerk<br>Field Operations Manager<br>Superintendent<br>Utilities Associate Engineer III<br>Water Treatment Manager |
| 16 | $39.66 | $63.46 | $ 82,492.80 | $ 131,996.80 | Assistant City Engineer<br>Assistant Fire Chief<br>Assistant Utilities Director<br>Building Official<br>Deputy Finance Director<br>Police Commander<br>Utilities Senior Engineer |
| 17 | $45.61 | $72.98 | $ 94,868.80 | $ 151,798.40 | Administrative Services Director<br>Chief Technology Officer<br>Comm & Eco Dev Director<br>Community Services Director<br>Engineering Division Manager<br>Finance Director<br>Fire Chief<br>Police Chief<br>Public Works Director/City Engineer |
| 18 | $52.45 | $83.93 | $ 109,096.00 | $ 174,574.40 | Asst City Manager for Performance & Strategic Initiatives<br>Deputy Director Utilities |
| 19 | $60.32 | $96.52 | $ 125,465.60 | $ 200,761.60 | Utilities Director |

** Annual rates are divisible by 2080

** Frozen positions are shown lined

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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-268 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | City Business |
| **File created:** | 4/18/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Acceptance of the Brevard County District 4 Parks and Recreation Capital Improvements Projects for Fiscal Year 2024 as they related to the City of Cocoa. (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | FY 24 Parks CIPs.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2023
Agenda Date: April 25, 2023
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director
Through: Bryant Smith III, P.E., CFM - Public Works Director
Requested Action:
Acceptance of the Brevard County District 4 Parks and Recreation Capital Improvements Projects for Fiscal Year 2024 as they related to the City of Cocoa.

## BACKGROUND:

The Brevard County Parks and Recreation Department presented their proposed capital improvements projects related to the Brevard County District 4 Administrative Area at the April 6, 2023 Administrative Board Meeting. Below are the proposed capital projects for next Fiscal Year within the City of Cocoa, to be funded by the District 4 MSTU:

- Stradley Football Parking Lot Paving - $300,000
- Stradley Park Softball and Baseball Field Renovations and Fencing - $300,000
- Stradley Baseball/Softball Concession Stand Renovations - $200,000

The attached draft listing provided by the County also includes a number of unfunded and critical needs.

Please note that this list may change depending on other critical needs that may arise or the amount of funding that may or may not be carried forward from the prior year's budget.

## STRATEGIC PLAN CONNECTION:

Support a safe, accessible, well-maintained network of parks, facilities and greenspace.

## BUDGETARY IMPACT:

None.

## PREVIOUS ACTION:

None.

## RECOMMENDED MOTION:

Acceptance of the Brevard County District 4 Parks and Recreation Capital Improvements Projects for Fiscal Year 2024 as they related to the City of Cocoa.

**PARKS AND RECREATION DEPARTMENT**
**FISCAL YEAR 2023-2024 CAPITAL IMPROVEMENTS PROGRAM**

- Draft - Planning

| Program Name | Description | Funding Source | Total Cost | Fund | Fund Center / Commitment Item | Priority List |
|---|---|---|---|---|---|---|
| Central Area Park Operations * | McKnight Family Sports Complex Paving associated with Community Center | Balance Forward District 4 MSTU Special | $200,000 | 1030 | 252100 / 5650000 / 6570412 FY23 | 12 |
| Central Area Park Operations * | McKnight Family Sports Complex Athletic Field Renovations (2) Softball (1) Baseball CXT Concession / Restroom | Bal. Forward District 4 MSTU Special Tax | $600,000 | 1030 | 252100 / 5630000 / 6507200 Capital construction | 17 |
| Central Area Park Operations * | Stradley Football Parking Lot paving | Balance Forward District 4 MSTU Special Tax | $300,000 | 1030 | 252100 / 5630000 / 6571113 Capital construction | 18 |
| Central Area Park Operations * | Stradley Park Softball and Baseball Field Renovations and Fencing | Balance Forward District 4 MSTU Special Tax | $300,000 | 1030 | 252100 / 5630000 / 6566115 Capital construction | 19 |
| Central Area Park Operations * | Stradley Baseball/Softball Concession Stand Renovations | Balance Forward District 4 MSTU Special Tax | $200,000 | 1030 | 252100 / 5468100 | 29 |

CAPO * Riverwalk center/pavilion roofs. $150K - 16 - Bal. Forward

CAPO * Dick Blake Concession roof (metal) $75K - 16 - Bal. Forward

CAPO – lighted pickleball courts McLarty $500K Brevard

**FY 2023-2024 UNFUNDED CRITICAL NEEDS**

| PRIORITY RANKING | DEPARTMENT | PROGRAM | CRITICAL NEED DESCRIPTION | CATEGORY | COST | OUTCOME (Future Savings, Efficiencies, Eliminate Equipment Failure, etc.) | Column1 |
|---|---|---|---|---|---|---|---|
| | Parks and Recreation | Central Area Parks Operations | Kiwanis Island Pickle Ball Outside Courts with lights | Capital Improvement | $ 500,000.00 | Build new lighted pickle ball courts to address community request | Brevard |
| * 1 | Parks and Recreation | Central Area Parks Operations | McKnight Field Renovations – Also in CIP? – | Capital Improvement | $ 600,000.00 | 2 Softball and 1 Sr. Baseball {Irrigation, sod, fencing} | Rockledge |
| | Parks and Recreation | Central Area Parks Operations | Travis CXT Restroom Building -infrastructure | Capital Improvement | $ 400,000.00 | Provide new outdoor restroom facility to very active park with lighted sand volleyball courts, playground, basketball and pavilion | Cocoa |
| 2 | Parks and Recreation | Central Area Parks Operations | McKnight Park Softball Restroom and Concession Building Replacement | Capital Improvement | $ 700,000.00 | The new concession, storage and restroom building will replace the existing building that is in poor condition with inadequate air conditioning, electrical service, leaking roof and non-ADA compliant restrooms. | Rockledge |
| 3 | Parks and Recreation | Central Area Parks Operations | Schultz Park 40x60 pavilion | Capital Improvement | $ 350,000.00 | Provide additional pavilion to very active park for little league, softball and football facilities | Rockledge |
| | Parks and Recreation | Central Area Parks Operations | Travis Center Parking Lot Repaving | Capital Improvement | $ 200,000.00 | The resurfacing of the parking lot will repair the deterioration, potholes, separating and cracking in damaged areas. | Cocoa |
| 4 | Parks and Recreation | Central Area Parks Operations | Schultz Park walking trail widen to 8' | Capital Improvement | $ 100,000.00 | Improve ADA access to trails throughout park | Rockledge |
| | Parks and Recreation | Central Area Parks Operations | Stradley Park P9 Pavilion or CXT / Shelter | Capital Improvement | $ 500,000.00 | Provide new pavilion and restroom facility to very active park for little league, softball and football facilities | Cocoa |
| 5 | Parks and Recreation | Central Area Parks Operations | McLarty Park Baseball Restroom and Concession Building Replacement | Capital Improvement | $ 700,000.00 | The new concession, storage and restroom building will replace the existing building that is in poor condition with inadequate air conditioning, leaking roof and non-ADA compliant restrooms. | Rockledge |
| | Parks and Recreation | Central Area Parks Operations | Stradley Park Playground with Shade Structure | Capital Improvement | $ 300,000.00 | Provide new playground facility to very active park for little league, softball and football facilities | Cocoa |
| 6 | Parks and Recreation | Central Area Parks Operations | McLarty Park Jr. Baseball Restroom and Concession Building Replacement | Capital Improvement | $ 700,000.00 | The new concession, storage and restroom building will replace the existing building that is in poor condition with inadequate air conditioning, leaking roof and non-ADA compliant restrooms. | Rockledge |
| | Parks and Recreation | Central Area Parks Operations | Travis Park pavilion 40x60 | Capital Improvement | $ 350,000.00 | Provide new pavilion to very active park with lighted sand volleyball courts, playground, basketball and pavilion | Cocoa |
| 7 | Parks and Recreation | Central Area Parks Operations | Dick Blake Park Skatepark Renovations | Capital Improvement | $ 500,000.00 | The renovation of the skatepark will replace old equipment to expand and improve skatepark to industry standards | Rockledge |
| | Parks and Recreation | Central Area Parks Operations | Kiwanis Island Softball Restroom and Concession Building Replacement | Capital Improvement | $ 700,000.00 | The new concession, storage and restroom building will replace the existing building that is in poor condition with inadequate air conditioning, electrical service, leaking roof and non-ADA compliant restrooms. | Brevard |
| 8 | Parks and Recreation | Central Area Parks Operations | Schultz Park lot expansion to West | Capital Improvement | $ 200,000.00 | Expand and improve available parking for very active park | Rockledge |
| | Parks and Recreation | Central Area Parks Operations | Stradley Park Little League Restroom and Concession Building Replacement | Capital Improvement | $ 700,000.00 | The new concession, storage and restroom building will replace the existing building that is in poor condition with inadequate air conditioning, electrical service, leaking roof and non-ADA compliant restrooms. | Cocoa |

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-232 | **Version:** | 1 | **Name:** | March, 2023 Monthly Purchasing Approval Information |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 4/5/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 3/31/2023. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | PO Monthly Report to City Council 10.01.22 thru 3.31.23.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

| | |
|---|---|
| Memo Date: | April 5, 2023 |
| Agenda Date: | April 25, 2023 |
| Prepared By: | Christine Savage, Junior Buyer & Contract Specialist |
| Through: | Rebecca Bowman, MBA, CGFO, CGFM, Finance Director |

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 3/31/2023**.**

## BACKGROUND:

The following reports for the period October 01, 2022, through March 31, 2023, provide a summary of all the purchases $35,000 and over up to $50,000.

**1.** Purchases approved by the City Manager or designee.

**2.** Purchases approved by the CRA Board.

**3.** Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

## RECOMMENDED MOTION:

None. Information only.



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***Purchase Order Approvals 10-01-22 thru 3-31-23***

**$35,000 to $50,000 Recap Sheet**

Total Purchase Orders Issued = 22

City Manager = 17

City of Cocoa CRA Board = 0

City Council = 5

# Purchase Order Approvals 10-01-22 thru 3-31-23
# $35,000 to $50,000 By City Manager

| PO # | PO Date | Vendor | PO Amount | Approval Date | By Whom |
|---|---|---|---|---|---|
| 80031 | 10/7/2022 | Insource Software Solutions | $ 38,348.52 | 10/7/2022 | Stockton Whitten |
| 80034 | 10/7/2022 | MCCI, LLC | $ 38,504.50 | 10/7/2022 | Stockton Whitten |
| 80052 | 10/7/2022 | Brev Cty Emergency Management | $ 46,200.00 | 10/7/2022 | Stockton Whitten |
| 80223 | 10/24/2022 | ESRI Inc | $ 50,000.00 | 10/24/2022 | Stockton Whitten |
| 80271 | 11/1/2022 | Empire Computing & Consulting | $ 43,813.25 | 10/31/2022 | Stockton Whitten |
| 80272 | 11/1/2022 | IM Solutions, Inc | $ 41,517.68 | 10/31/2022 | Stockton Whitten |
| 80295 | 11/1/2022 | Hach Company | $ 47,582.64 | 10/31/2022 | Stockton Whitten |
| 80359 | 11/16/2022 | Enterprise FM Trust | $ 43,868.00 | 11/15/2022 | Stockton Whitten |
| 80360 | 11/16/2022 | Alan Jay Cheverolet Buick GMC | $ 42,296.00 | 11/15/2022 | Stockton Whitten |
| 80426 | 12/7/2022 | Beemats LLC | $ 50,000.00 | 12/6/2022 | Stockton Whitten |
| 80427 | 12/4/2022 | Barney's Pumps Inc. | $ 40,900.00 | 12/6/2022 | Stockton Whitten |
| 80450 | 12/9/2022 | Thompson Pump & MFG Co. Inc. | $ 49,349.00 | 12/9/2022 | Stockton Whitten |
| 80482 | 12/20/2022 | Polydne Inc. | $ 49,000.00 | 12/20/2022 | Stockton Whitten |
| 80483 | 12/20/2022 | TomCo2 Equipment Co. | $ 37,164.90 | 12/20/2022 | Stockton Whitten |
| 80484 | 12/20/2022 | In Depth, Inc. | $ 46,900.00 | 12/20/2022 | Stockton Whitten |
| 80513 | 12/28/2022 | Stewarts Electric Motor Works | $ 37,000.00 | 12/22/2022 | Stockton Whitten |
| 80771 | 3/17/2023 | Ferguson Enterprises, LLC | $ 48,375.28 | 3/16/2023 | Stockton Whitten |

**17** **Purchase Order Approved by City Manager**

Prepared by Purchasing 4/5/2023

# Purchase Order Approvals 10-01-22 thru 3-31-23
# $35,000 to $50,000 By CRA Board

| PO # | PO Date | Vendor | PO Amount | Approval Date | By Whom |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

# Purchase Order Approvals 10-01-22 thru 3-31-23
# $35,000 to $50,000 By City Council

| PO # | PO Date | Vendor | PO Amount | Approval Date | By Whom |
|---|---|---|---|---|---|
| 80212 | 10/24/2022 | Pace Analytical Services | $ 49,000.00 | 1/26/2021 | City Council |
| 80220 | 10/24/2022 | CrowderGulf Joint Venture, Inc | $ 50,000.00 | 10/11/2022 | City Council |
| 80221 | 10/24/2022 | Thompson Consulting Services | $ 50,000.00 | 10/11/2022 | City Council |
| 80224 | 10/24/2022 | FPL | $ 40,584.00 | 9/13/2022 | City Council |
| 80276 | 11/1/2022 | United Self Insured Services | $ 50,000.00 | 8/22/2017 | City Council |

**5 Purchase Order Approved by City Council**

Prepared by Purchasing 4/5/2023

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-249 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 4/12/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | FY 2023 Budget Adjustment Report. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Pd. 6 - FY 2023 REVENUE Budget Tracking Worksheet.pdf<br>Pd. 6 - FY 2023 EXPENSE Budget Tracking Worksheet.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2023
Agenda Date: April 25, 2023
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director

Requested Action:
FY 2023 Budget Adjustment Report

## BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2023 thru March 31, 2023.

## STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

## BUDGETARY IMPACT:

None

## PREVIOUS ACTION:

None

**RECOMMENDED MOTION:**
Information Item Only

# FY 2023 BUDGET TRACKING WORKSHEET

## REVENUE TRANSFER/AMENDMENT DETAIL
## AS OF: 3/31/2023

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 03/06/23 | 001-0000-389.99-50 | 400,000 | AFB AFF HOUSING DOWN PYMT RESO # 2023-019 | | 2115 |
| | 001-0000-389.99-50 | 250,000 | AFB DIXON/IRD RESO # 2023-019 | | 2116 |
| | 001-0000-389.99-50 | 1,100,000 | AFB FISKE RESO # 2023-019 | | 2115 |
| | 001-0000-389.99-50 | 1,500,000 | AFB FY21 ERP RESO # 2023-019 | | 2117 |
| | 001-0000-389.99-50 | 1,500,000 | AFB FY22 ERP RESO # 2023-019 | | 2117 |
| | 001-0000-389.99-50 | 240,000 | AFB MUSEUM CAPITAL RESO # 2023-019 | | 2116 |
| | 001-0000-389.99-50 | 300,000 | AFB P&F CADETS RESO # 2023-019 | | 2115 |
| | 001-0000-389.99-50 | 300,000 | AFB P&F RECRUITMENT RESO # 2023-019 | | 2115 |
| | 001-0000-389.99-50 | 500,000 | AFB PAVING RESO # 2023-019 | | 2115 |
| | 001-0000-389.99-50 | 850,000 | AFB PROJECT PUMPER TRK RESO # 2023-019 | | 2114 |
| | 001-0000-389.99-50 | (3,000,000) | FUND BALANCE RESERVES ERP RESO # 2023-019 | | 2117 |
| 03/14/23 | 001-0000-331.70-02 | 30,000 | 2020 HPF AF AMER CIV GR RESO # 2023-027 | | 2262 |
| | 001-0000-331.20-23 | 12,722 | BPV - PD GRANT RESO # 2023-027 | | 2262 |
| | 001-0000-389.99-50 | 12,722 | BPV - PD MATCH RESO # 2023-027 | | 2262 |
| | 001-0000-389.99-50 | 4,446 | FUND ADDTL CAPITAL ROLL RESO # 2023-022 | | 2258 |
| | 001-0000-331.20-24 | (9,813) | FY23 VOCA GR 2022-CPD RESO # 2023-027 | | 2262 |
| | 001-0000-331.20-22 | 8,960 | JAG AWARD 2021 RESO # 2023-027 | | 2262 |
| | 001-0000-389.99-50 | (25,444) | REV BPV GRANT ROLL RESO # 2023-027 | | 2262 |
| | 001-0000-389.99-50 | 74,143 | UPGRADE PH ELEVATOR RESO # 2023-024 | | 2260 |
| 03/30/23 | 001-0000-389.99-50 | 123,603 | FIRE ALARM PANEL CVPH RESO #2023-028 | | 2516 |
| 20 Budget Amendments/Transfers | | | Division 0000 Total | $4,171,339 | |
| 20 Total Budget Amendments/Transfers | | | **GENERAL FUND** | **$4,171,339** | |
| 03/14/23 | 103-0000-389.99-10 | 20,097 | CDBG CASH CARRYFORWARD RESO # 2023-027 | | 2262 |
| 1 Budget Amendments/Transfers | | | Division 0000 Total | $20,097 | |
| 1 Total Budget Amendments/Transfers | | | **CDBG** | **$20,097** | |
| 03/06/23 | 110-0000-389.99-50 | 20,000 | CITY HALL PARKING CAMERAS RESO # 2023-155 | | 2174 |
| 1 Budget Amendments/Transfers | | | Division 0000 Total | $20,000 | |
| 1 Total Budget Amendments/Transfers | | | **CRA COCOA RDA** | **$20,000** | |
| 03/14/23 | 130-0000-389.99-50 | (2,555,749) | REVERSE SLFRF FB ENTRY RESO # 2023-027 | | 2262 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 03/14/23 | 130-0000-331.90-02 | 2,555,752 | SLFRF REV ROUND UP RESO # 2023-027 | | 2262 |
| 2 Budget Amendments/Transfers | | | Division 0000 Total | $3 | |
| 2 Total Budget Amendments/Transfers | | | **AMERICAN RESCUE PLAN FUND** | **$3** | |
| 03/14/23 | 303-0000-389.99-50 | 1,500,000 | CAPITAL PROJ BUDGET RESO # 2023-027 | | 2262 |
| | 303-0000-331.90-01 | 2,319,585 | | | |
| | 303-0000-389.99-50 | (3,819,586) | REV AFB CAPITAL ROLL RESO # 2023-027 | | 2262 |
| 2 Budget Amendments/Transfers | | | Division 0000 Total | ($1) | |
| 2 Total Budget Amendments/Transfers | | | **FISKE BV CMPLT STRTSCAPE** | **($1)** | |
| 03/14/23 | 421-0000-389.99-50 | (156,847) | PO ROLL CORRECTION RESO # 2023-022 | | 2258 |
| | 421-0000-389.99-50 | (622,300) | REPLENISH FB W FY22 CAP RESO # 2023-022 | | 2258 |
| 2 Budget Amendments/Transfers | | | Division 0000 Total | ($779,147) | |
| 2 Total Budget Amendments/Transfers | | | **WATER/SEWER FUND** | **($779,147)** | |
| 03/14/23 | 423-0000-389.99-50 | (43,623) | PO ROLL CORRECTION RESO # 2023-022 | | 2258 |
| 1 Budget Amendments/Transfers | | | Division 0000 Total | ($43,623) | |
| 1 Total Budget Amendments/Transfers | | | **STORMWATER UTILITY** | **($43,623)** | |
| 03/14/23 | 424-0000-389.99-50 | 169,422 | ASSIGN PROJECT BUDGET RESO # 2023-027 | | 2262 |
| | 424-0000-331.35-01 | 508,267 | | | |
| | 424-0000-389.99-50 | (153,548) | PO ROLL CORRECTION RESO # 2023-022 | | 2258 |
| | 424-0000-389.99-50 | (612,357) | PROJ ROLL REV PO # 79254 RESO # 2023-027 | | 2262 |
| | 424-0000-389.99-50 | (63,285) | PROJ ROLL REVERSAL RESO # 2023-027 | | 2262 |
| | 424-0000-389.99-50 | (233,134) | REPLENISH FB W FY22 CAP RESO # 2023-022 | | 2258 |
| 5 Budget Amendments/Transfers | | | Division 0000 Total | ($384,635) | |
| 5 Total Budget Amendments/Transfers | | | **RENEWAL & REPLACE FUND** | **($384,635)** | |
| 03/14/23 | 426-0000-389.99-50 | (401) | REPLENISH FB W FY22 CAP RESO # 2023-022 | | 2258 |
| 1 Budget Amendments/Transfers | | | Division 0000 Total | ($401) | |
| 1 Total Budget Amendments/Transfers | | | **WS CPTL PROJ 2018B** | **($401)** | |

**35 Transfers & Amendments between 3/1/2023 and 3/31/2023**

**FY 2023 TOTAL TRANSFERS & AMENDMENTS** **3,003,632**

*NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.*

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

# FY 2023 EXPENSE BUDGET TRACKING WORKSHEET

## EXPENSE TRANSFER/AMENDMENT DETAIL
## AS OF: 3/31/2023

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| **1100 - CITY MANAGER'S OFFICE** | | | | | |
| 03/14/23 | 001-1100-512.48-00 | (13,305) | CORR ACCOUNT MARK CAMPG RESO # 2023-022 | | 2258 |
| | 001-1100-512.34-00 | 25,000 | FND 142 PRODUCTIONS ROLL RESO # 2023-022 | | 2258 |
| 2 | Budget Amendments/Transfers | | Division 1100 Total | $11,695 | |
| **1104 - PLANNING** | | | | | |
| 03/14/23 | 001-1104-515.51-00 | (110) | P&Z BUSINESS CARDS FEBRUARY CLEANUP | | 2234 |
| | 001-1104-515.47-00 | 110 | | | |
| 1 | Budget Amendments/Transfers | | Division 1104 Total | $0 | |
| **1203 - INFORMATION TECHNOLOGY** | | | | | |
| 03/14/23 | 001-1203-516.54-00 | (2,500) | FND SECURITY SERVICES FEBRUARY CLEANUP | | 2234 |
| | 001-1203-516.31-00 | 2,500 | | | |
| 1 | Budget Amendments/Transfers | | Division 1203 Total | $0 | |
| **1505 - PURCHASING** | | | | | |
| 03/14/23 | 001-1505-513.56-15 | (137) | LUNCH FOR BUSINESS MEETIN FEBRUARY CLEANUP | | 2234 |
| | 001-1505-513.49-00 | 137 | | | |
| 1 | Budget Amendments/Transfers | | Division 1505 Total | $0 | |
| **1600 - GENERAL OPERATIONS** | | | | | |
| 03/06/23 | 001-1600-513.39-00 | 400,000 | AFB AFF HOUSING DOWN PYMT RESO # 2023-019 | | 2115 |
| | 001-1600-513.39-00 | 250,000 | AFB DIXON/IRD RESO # 2023-019 | | 2116 |
| | 001-1600-513.56-15 | 1,500,000 | AFB ERP FY21 RESO # 2023-019 | | 2117 |
| | 001-1600-513.56-15 | 1,500,000 | AFB ERP FY22 RESO # 2023-019 | | 2117 |
| | 001-1600-513.39-00 | 1,100,000 | AFB FISKE RESO # 2023-019 | | 2115 |
| | 001-1600-513.39-00 | 240,000 | AFB MUSEUM CAPITAL RESO # 2023-019 | | 2116 |
| | 001-1600-513.39-00 | 300,000 | AFB P&F CADETS RESO # 2023-019 | | 2115 |
| | 001-1600-513.39-00 | 300,000 | AFB P&F RECRUITMENT RESO # 2023-019 | | 2115 |
| | 001-1600-513.39-00 | 500,000 | AFB PAVING RESO # 2023-019 | | 2115 |
| | 001-1600-513.39-00 | (850,000) | AFB PROJECT PUMPER TRK RESO # 2023-019 | | 2114 |
| | 001-1600-513.39-00 | 850,000 | | | |
| | 001-1600-513.56-15 | (3,000,000) | ERP ROLL RESO # 2023-019 | | 2117 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 03/14/23 | 001-1600-513.39-00 | (50,000) | FND ADDTL HR LEGAL FEES RESO # 2023-018 | | 2261 |
| | 001-1600-513.31-01 | 50,000 | | | |
| | 001-1600-513.56-15 | (8,640) | QREP REPORT CONVERSION FEBRUARY CLEANUP | | 2234 |
| | 001-1600-513.34-00 | 8,640 | | | |
| 13 | Budget Amendments/Transfers | | Division 1600 Total | $3,090,000 | |
| **1905 - ECONOMIC DEVELOPMENT** | | | | | |
| 03/14/23 | 001-1905-559.48-00 | 13,305 | CORR ACCOUNT MARK CAMPG RESO # 2023-022 | | 2258 |
| 1 | Budget Amendments/Transfers | | Division 1905 Total | $13,305 | |
| **2100 - POLICE ADMIN/OPERATIONS** | | | | | |
| 03/14/23 | 001-2100-521.12-00 | (6,685) | FY23 VOCA GR 2022-CPD RESO # 2023-027 | | 2262 |
| | 001-2100-521.55-35 | (1,397) | | | |
| | 001-2100-521.41-35 | (1,080) | | | |
| | 001-2100-521.52-35 | (651) | | | |
| | 001-2100-521.55-22 | 3,976 | JAG AWARD 2021 RESO # 2023-027 | | 2262 |
| | 001-2100-521.40-22 | 4,984 | | | |
| | 001-2100-521.52-23 | 25,444 | PO # 78492 FED EASTERN RESO # 2023-027 | | 2262 |
| | 001-2100-521.52-23 | (25,444) | REV BPV ROLL 78492 RESO # 2023-027 | | 2262 |
| 4 | Budget Amendments/Transfers | | Division 2100 Total | ($853) | |
| **2101 - POLICE COMMUNICATIONS** | | | | | |
| 03/14/23 | 001-2101-521.54-00 | (282) | FND NOTARY RENEWALS FEBRUARY CLEANUP | | 2234 |
| | 001-2101-521.49-00 | 282 | | | |
| | 001-2101-521.64-00 | (869) | FND VEHICLES W/ PROJ BAL FEBRUARY CLEANUP | | 2234 |
| | 001-2101-521.64-00 | 869 | | | |
| 2 | Budget Amendments/Transfers | | Division 2101 Total | $0 | |
| **2201 - FIRE OPERATIONS** | | | | | |
| 03/06/23 | 001-2201-522.64-00 | 850,000 | AFB PROJECT PUMPER TRK RESO # 2023-019 | | 2114 |
| 1 | Budget Amendments/Transfers | | Division 2201 Total | $850,000 | |
| **3200 - ADMINISTRATION** | | | | | |
| 03/14/23 | 001-3200-515.31-15 | 30,000 | 2020 HPF AF AMER CIV GR RESO # 2023-027 | | 2262 |
| | 001-3200-515.42-00 | (55) | FND HPC BUSINESS CARDS FEBRUARY CLEANUP | | 2234 |
| | 001-3200-515.47-00 | 55 | | | |
| | 001-3200-515.42-00 | (515) | FND NEG ACCT BAL FEBRUARY CLEANUP | | 2234 |
| | 001-3200-515.51-00 | (143) | | | |
| | 001-3200-515.41-00 | 15 | | | |
| | 001-3200-515.49-00 | 143 | | | |
| | 001-3200-515.34-00 | 500 | | | |
| 3 | Budget Amendments/Transfers | | Division 3200 Total | $30,000 | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| **3510 - STREET MANAGEMENT** | | | | | |
| 03/14/23 | 001-3510-541.46-00 | (200) | FND EQUIP TRLR BUDGET FEBRUARY CLEANUP | | 2234 |
| | 001-3510-541.64-00 | 200 | | | |
| | 001-3510-541.64-00 | (2,500) | REDUCE CAP ROLL BUDGET RESO # 2023-022 | | 2258 |
| | 001-3510-541.63-00 | (14,495) | REDUCE CAP ROLL BUDGET RESO # 2023-022 | | 2258 |
| | 001-3510-541.64-00 | (3,559) | | | |
| 3 | Budget Amendments/Transfers | | | Division 3510 Total ($20,554) | |
| **3520 - PARKS & BEAUTIFICATION** | | | | | |
| 03/14/23 | 001-3520-572.46-00 | (700) | FND EYE WASH STATION FEBRUARY CLEANUP | | 2234 |
| | 001-3520-572.46-02 | 700 | | | |
| 1 | Budget Amendments/Transfers | | | Division 3520 Total $0 | |
| **3540 - PUBLIC WORKS- FLEET MAINT** | | | | | |
| 03/14/23 | 001-3540-519.56-15 | (350) | FND SHIPPING TRANSM LIFT FEBRUARY CLEANUP | | 2234 |
| | 001-3540-519.64-00 | 350 | | | |
| 1 | Budget Amendments/Transfers | | | Division 3540 Total $0 | |
| **3560 - FACILITY MANAGEMENT** | | | | | |
| 03/14/23 | 001-3560-519.62-00 | 74,143 | UPGRADE PH ELEVATOR RESO # 2023-024 | | 2260 |
| 03/30/23 | 001-3560-519.64-00 | 123,603 | FIRE ALARM PANEL CVPH RESO #2023-028 | | 2516 |
| 2 | Budget Amendments/Transfers | | | Division 3560 Total $197,746 | |
| 36 | Total Budget Amendments/Transfers | | **GENERAL FUND** | **$4,171,339** | |
| **3240 - HOUSING GRANTS** | | | | | |
| 03/14/23 | 103-3240-554.83-13 | 3,422 | CDBG CASH CARRYFORWARD RESO # 2023-027 | | 2262 |
| | 103-3240-554.83-09 | 7,280 | | | |
| | 103-3240-554.83-11 | 9,395 | | | |
| 1 | Budget Amendments/Transfers | | | Division 3240 Total $20,097 | |
| 1 | Total Budget Amendments/Transfers | | **CDBG** | **$20,097** | |
| **3200 - ADMINISTRATION** | | | | | |
| 03/14/23 | 107-3200-515.56-15 | (12,461) | ACTIVITY CODE CORR RESO # 2023-022 | | 2258 |
| | 107-3200-524.56-15 | 12,461 | | | |
| | 107-3200-524.54-00 | (240) | FND MONITOR THINCLT UPGR FEBRUARY CLEANUP | | 2234 |
| | 107-3200-524.56-15 | 240 | | | |
| | 107-3200-524.54-00 | (58) | FND NEG ACCT BAL FEBRUARY CLEANUP | | 2234 |
| | 107-3200-524.49-00 | 3 | | | |
| | 107-3200-524.52-00 | 55 | | | |
| 3 | Budget Amendments/Transfers | | | Division 3200 Total $0 | |
| 3 | Total Budget Amendments/Transfers | | **BUILDING PERMITS** | **$0** | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| **3230 - CRA ADMIN/OPERATIONS** | | | | | |
| 03/06/23 | 110-3230-559.56-15 | 20,000 | CITY HALL PARKING CAMERAS RESO # 2023-155 | | 2174 |
| | 110-3230-559.39-00 | (1,750) | PURCHASE AD FOR RFP-HOTEL RESO # 2023-178 | | 2176 |
| | 110-3230-559.49-00 | 1,750 | | | |
| 2 | Budget Amendments/Transfers | | Division 3230 Total | $20,000 | |
| | 2 Total Budget Amendments/Transfers | | **CRA COCOA RDA** | **$20,000** | |
| **1203 - INFORMATION TECHNOLOGY** | | | | | |
| 03/14/23 | 130-1203-516.64-15 | 121,000 | ASSIGN PROJECT BUDGET RESO # 2023-027 | | 2262 |
| | 130-1203-516.64-15 | 283,265 | | | |
| | 130-1203-516.64-15 | (283,265) | REVERSE SLFRF FB ENTRY RESO # 2023-027 | | 2262 |
| | 130-1203-516.64-15 | (121,000) | | | |
| 2 | Budget Amendments/Transfers | | Division 1203 Total | $0 | |
| **1600 - GENERAL OPERATIONS** | | | | | |
| 03/14/23 | 130-1600-513.56-15 | 40,000 | ASSIGN PROJECT BUDGET RESO # 2023-027 | | 2262 |
| | 130-1600-513.56-15 | 90,000 | | | |
| | 130-1600-513.56-15 | (90,000) | REVERSE SLFRF FB ENTRY RESO # 2023-027 | | 2262 |
| | 130-1600-513.56-15 | (40,000) | | | |
| 2 | Budget Amendments/Transfers | | Division 1600 Total | $0 | |
| **2100 - POLICE ADMIN/OPERATIONS** | | | | | |
| 03/14/23 | 130-2100-521.64-00 | 4,224 | ASSIGN PROJECT BUDGET RESO # 2023-027 | | 2262 |
| | 130-2100-521.64-00 | 84,155 | | | |
| | 130-2100-521.64-00 | (84,155) | REVERSE SLFRF FB ENTRY RESO # 2023-027 | | 2262 |
| | 130-2100-521.64-00 | (4,224) | | | |
| 2 | Budget Amendments/Transfers | | Division 2100 Total | $0 | |
| **2201 - FIRE OPERATIONS** | | | | | |
| 03/14/23 | 130-2201-522.64-00 | 98,253 | ASSIGN PROJECT BUDGET RESO # 2023-027 | | 2262 |
| | 130-2201-522.64-00 | 246,184 | | | |
| | 130-2201-522.64-00 | 634,500 | | | |
| | 130-2201-522.64-00 | (634,500) | REVERSE SLFRF FB ENTRY RESO # 2023-027 | | 2262 |
| | 130-2201-522.64-00 | (246,184) | | | |
| | 130-2201-522.64-00 | (98,253) | | | |
| 2 | Budget Amendments/Transfers | | Division 2201 Total | $0 | |
| **3230 - CRA ADMIN/OPERATIONS** | | | | | |
| 03/14/23 | 130-3230-559.83-03 | 50,000 | ASSIGN PROJECT BUDGET RESO # 2023-027 | | 2262 |
| | 130-3230-559.83-03 | (50,000) | REVERSE SLFRF FB ENTRY RESO # 2023-027 | | 2262 |
| 2 | Budget Amendments/Transfers | | Division 3230 Total | $0 | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| **3570 - STORMWATER UTILITY** | | | | | |
| 03/14/23 | 130-3570-538.64-00 | 172,532 | ASSIGN PROJECT BUDGET RESO # 2023-027 | | 2262 |
| | 130-3570-538.64-00 | (172,532) | REVERSE SLFRF FB ENTRY RESO # 2023-027 | | 2262 |
| 2 Budget Amendments/Transfers | | | Division 3570 Total | $0 | |
| **3580 - CAPITAL PROJECTS MNGMT** | | | | | |
| 03/14/23 | 130-3580-572.63-00 | 731,639 | ASSIGN PROJECT BUDGET RESO # 2023-027 | | 2262 |
| | 130-3580-572.63-00 | (731,636) | REVERSE SLFRF FB ENTRY RESO # 2023-027 | | 2262 |
| 2 Budget Amendments/Transfers | | | Division 3580 Total | $3 | |
| 14 Total Budget Amendments/Transfers | | | **AMERICAN RESCUE PLAN FUND** | **$3** | |
| **3570 - STORMWATER UTILITY** | | | | | |
| 03/14/23 | 303-3570-538.63-08 | 1,302,865 | CAPITAL PROJ BUDGET RESO # 2023-027 | | 2262 |
| | 303-3570-538.63-01 | 2,319,585 | | | |
| | 303-3570-538.63-08 | 197,135 | PO # 79493-TIERRA RESO # 2023-027 | | 2262 |
| | 303-3570-538.63-01 | (2,319,585) | REV AFB CAPITAL ROLL RESO # 2023-027 | | 2262 |
| | 303-3570-538.63-08 | (1,302,865) | | | |
| | 303-3570-538.63-08 | (197,136) | REV PO #79493 RESO # 2023-027 | | 2262 |
| 4 Budget Amendments/Transfers | | | Division 3570 Total | ($1) | |
| 4 Total Budget Amendments/Transfers | | | **FISKE BV CMPLT STRTSCAPE** | **($1)** | |
| **1515 - UTILITY SUPPORT SERVICES** | | | | | |
| 03/14/23 | 421-1515-536.34-00 | (3,014) | FND 3 MAVERICK TRUCKS FEBRUARY CLEANUP | | 2234 |
| | 421-1515-536.52-00 | (3,000) | | | |
| | 421-1515-536.56-15 | (2,748) | | | |
| | 421-1515-536.40-00 | (2,000) | | | |
| | 421-1515-536.55-00 | (600) | | | |
| | 421-1515-536.64-00 | 11,362 | | | |
| | 421-1515-536.64-00 | (24,182) | UPDATE PROJECT NUMBER RESO # 2023-022 | | 2258 |
| | 421-1515-536.64-00 | 24,182 | | | |
| 2 Budget Amendments/Transfers | | | Division 1515 Total | $0 | |
| **4020 - DYAL PLANT** | | | | | |
| 03/14/23 | 421-4020-536.63-00 | (144,810) | REDUCE CAP ROLL BUDGET RESO # 2023-022 | | 2258 |
| | 421-4020-536.64-00 | (5,657) | UPDATE CAPITAL PROJ ROLL RESO # 2023-022 | | 2258 |
| 2 Budget Amendments/Transfers | | | Division 4020 Total | ($150,467) | |
| **4025 - WATER FIELD OPERATIONS** | | | | | |
| 03/14/23 | 421-4025-536.46-00 | (10,000) | FND CDL COST INCR FEBRUARY CLEANUP | | 2234 |
| | 421-4025-536.49-00 | 10,000 | | | |
| 1 Budget Amendments/Transfers | | | Division 4025 Total | $0 | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| **4055 - ENGINEERING** | | | | | |
| 03/14/23 | 421-4055-536.63-00 | (2,017) | PO ROLL CORR 78688 RESO # 2023-022 | | 2258 |
| | 421-4055-536.63-00 | (1,505,688) | UPDATE CAPITAL PROJ ROLL RESO # 2023-022 | | 2258 |
| | 421-4055-536.63-00 | (372,815) | | | |
| | 421-4055-536.63-00 | (83,490) | | | |
| | 421-4055-536.63-00 | (2,017) | | | |
| | 421-4055-536.63-00 | 1,508,190 | | | |
| 2 | Budget Amendments/Transfers | | Division 4055 Total | ($457,837) | |
| **4120 - WATER RECLAMATION** | | | | | |
| 03/14/23 | 421-4120-536.31-03 | (154,830) | ACCT CORRECTION RESO # 2023-022 | | 2258 |
| 1 | Budget Amendments/Transfers | | Division 4120 Total | ($154,830) | |
| **4125 - SEWER FIELD OPERATIONS** | | | | | |
| 03/14/23 | 421-4125-536.64-00 | (477,136) | UPDATE CAPITAL PROJ ROLL RESO # 2023-022 | | 2258 |
| | 421-4125-536.64-15 | (13,398) | | | |
| | 421-4125-536.64-00 | 474,521 | | | |
| 1 | Budget Amendments/Transfers | | Division 4125 Total | ($16,013) | |
| 9 | Total Budget Amendments/Transfers | | **WATER/SEWER FUND** | **($779,147)** | |
| **3570 - STORMWATER UTILITY** | | | | | |
| 03/14/23 | 423-3570-538.63-00 | (17,087) | PO ROLL CORR 76945 RESO # 2023-022 | | 2258 |
| | 423-3570-538.63-00 | (500) | PO ROLL CORR 78295 RESO # 2023-022 | | 2258 |
| | 423-3570-538.63-00 | (18) | PO ROLL CORR 78964 RESO # 2023-022 | | 2258 |
| | 423-3570-538.63-00 | (26,018) | PO ROLL CORR 79864 RESO # 2023-022 | | 2258 |
| | 423-3570-538.64-00 | (18,000) | PRJ # CHNG FOR SUPERDROID FEBRUARY CLEANUP | | 2234 |
| | 423-3570-538.64-00 | 18,000 | | | |
| 5 | Budget Amendments/Transfers | | Division 3570 Total | ($43,623) | |
| 5 | Total Budget Amendments/Transfers | | **STORMWATER UTILITY** | **($43,623)** | |
| **4010 - WATER ADMINISTRATION** | | | | | |
| 03/14/23 | 424-4010-536.63-68 | (50,510) | PO ROLL CORR 78969 RESO # 2023-022 | | 2258 |
| 1 | Budget Amendments/Transfers | | Division 4010 Total | ($50,510) | |
| **4020 - DYAL PLANT** | | | | | |
| 03/14/23 | 424-4020-536.63-00 | 171,534 | FND CAP & FILTER #3 RESO #2023-021 | | 2263 |
| | 424-4020-536.63-00 | (53,950) | PO ROLL CORR 78016 RESO # 2023-022 | | 2258 |
| | 424-4020-536.63-00 | (2,987) | PO ROLL CORR 78017 RESO # 2023-022 | | 2258 |
| | 424-4020-536.63-00 | 5,390 | PO ROLL CORR 78445 RESO # 2023-022 | | 2258 |
| | 424-4020-536.63-00 | (44,926) | UPDATE CAPITAL PROJ ROLL RESO # 2023-022 | | 2258 |
| 5 | Budget Amendments/Transfers | | Division 4020 Total | $75,061 | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| **4055 - ENGINEERING** | | | | | |
| 03/14/23 | 424-4055-536.63-06 | 677,689 | ASSIGN PROJECT BUDGET RESO # 2023-027 | | 2262 |
| | 424-4055-536.63-00 | (171,534) | FND CAP & FILTER #3 RESO #2023-021 | | 2263 |
| | 424-4055-536.63-00 | (5,080) | PO ROLL CORR 74901 RESO # 2023-022 | | 2258 |
| | 424-4055-536.63-00 | (201,241) | PO ROLL CORR 78704 RESO # 2023-022 | | 2258 |
| | 424-4055-536.63-06 | (612,357) | PROJ ROLL REV PO # 79254 RESO # 2023-027 | | 2262 |
| | 424-4055-536.63-06 | (63,285) | PROJ ROLL REVERSAL RESO # 2023-027 | | 2262 |
| | 424-4055-536.63-00 | (1,017,603) | UPDATE CAPITAL PROJ ROLL RESO # 2023-022 | | 2258 |
| | 424-4055-536.63-00 | (197,293) | | | |
| | 424-4055-536.63-00 | 1,008,122 | | | |
| 7 | Budget Amendments/Transfers | | Division 4055 Total | ($582,582) | |
| **4120 - WATER RECLAMATION** | | | | | |
| 03/14/23 | 424-4120-536.64-15 | 154,830 | ACCT CORRECTION RESO # 2023-022 | | 2258 |
| | 424-4120-536.63-00 | (300,000) | UPDATE CAPITAL PROJ ROLL RESO # 2023-022 | | 2258 |
| | 424-4120-536.63-00 | 18,566 | | | |
| | 424-4120-536.63-00 | 300,000 | | | |
| 2 | Budget Amendments/Transfers | | Division 4120 Total | $173,396 | |
| 15 | Total Budget Amendments/Transfers | | **RENEWAL & REPLACE FUND** | **($384,635)** | |
| **4055 - ENGINEERING** | | | | | |
| 03/14/23 | 426-4055-536.63-00 | (417,155) | UPDATE CAPITAL PROJ ROLL RESO # 2023-022 | | 2258 |
| | 426-4055-536.63-00 | (42,600) | | | |
| | 426-4055-536.63-00 | 42,201 | | | |
| | 426-4055-536.63-00 | 417,153 | | | |
| 1 | Budget Amendments/Transfers | | Division 4055 Total | ($401) | |
| 1 | Total Budget Amendments/Transfers | | **WS CPTL PROJ 2018B** | **($401)** | |

**90 Transfers & Amendments between 3/1/2023 and 3/31/2023**

| | |
|---|---|
| **FY 2023 TOTAL TRANSFERS & AMENDMENTS** | **3,003,632** |

*NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.*

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Page 7

Date: 4/12/2023

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-250 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 4/12/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Budget Classification Report March FY23.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2023
Agenda Date: April 25, 2023
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

## BACKGROUND:

The following reports for the period ending March 2023 (FY23) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This March 2023 (FY23) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

## STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

## BUDGETARY IMPACT:

None

## PREVIOUS ACTION:

None

## RECOMMENDED MOTION:

Informational Item only.

## FY 2023 Budget by Classification Report - Summary Listing

3/31/2023

Target for March 2023 is 50%

**FUND 001 - GENERAL FUND**

| | Amended Budget | YTD Encumbrances | YTD Actual Transactions | Budget - YTD | % Used/Rec'd |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| TAXES | $ 12,144,570 | $ - | $ 9,431,960 | $ 2,712,610 | 78% |
| OTHER PERMITS AND FEES | $ 5,051,611 | $ - | $ 3,478,587 | $ 1,573,024 | 69% |
| INTERGOVERNMENTAL | $ 2,544,608 | $ - | $ 1,041,071 | $ 1,503,537 | 41% |
| CHARGES FOR SERVICES | $ 6,860,492 | $ - | $ 3,724,598 | $ 3,135,894 | 54% |
| FINES AND FORFEITURES | $ 15,000 | $ - | $ 7,671 | $ 7,329 | 51% |
| MISCELLANEOUS | $ 516,941 | $ - | $ 943,766 | $ (426,825) | 183% |
| OTHER SOURCES (NON-REVENUE) | $ 29,075,907 | $ - | $ 8,443,462 | $ 20,632,445 | 29% |
| **REVENUE TOTALS** | **$ 56,209,129** | **$ -** | **$ 27,071,116** | **$ 29,138,013** | **48%** |
| **EXPENSE** | | | | | |
| SALARIES AND BENEFITS | $ 27,678,453 | $ 2,968 | $ 11,303,947 | $ 16,371,538 | 41% |
| OPERATING EXPENDITURES | $ 20,165,378 | $ 3,377,391 | $ 6,237,094 | $ 10,550,893 | 48% |
| CAPITAL OUTLAY | $ 5,521,677 | $ 1,449,186 | $ 751,317 | $ 3,321,173 | 40% |
| GRANTS, AIDS AND OTHER | $ 2,843,621 | $ - | $ 1,994,210 | $ 849,411 | 70% |
| **EXPENSE TOTALS** | **$ 56,209,129** | **$ 4,829,546** | **$ 20,286,568** | **$ 31,093,015** | **45%** |
| **REVENUE TOTALS** | **$ 56,209,129** | **$ -** | **$ 27,071,116** | **$ 29,138,013** | **48%** |
| **EXPENSE TOTALS** | **$ 56,209,129** | **$ 4,829,546** | **$ 20,286,568** | **$ 31,093,015** | **45%** |
| | **$ -** | **$ (4,829,546)** | **$ 6,784,548** | **$ (1,955,002)** | |

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 310 | | TAXES | | | | | | | | |
| 311 | | AD VALOREM | | | | | | | | |
| 10 | 00 | CURRENT TAXES | 154,993 | 160,278.36 | 103 | 7,508,613 | 7,690,833.78 | 102 | 8,438,570 | 747,736.22 |
| 20 | 00 | DELINQUENT TAXES | 1,250 | 1,623.04- | 130 | 7,500 | 1,360.29- | 18 | 15,000 | 16,360.29 |
| 25 | 00 | PENALTIES RE: TAXES | 339 | 1,152.71 | 340 | 12,962 | 13,297.41 | 103 | 15,000 | 1,702.59 |
| 30 | 00 | TAX CERTIFICATES | 0 | .00 | | 0 | .00 | | 200,000 | 200,000.00 |
| 311 | ** | AD VALOREM | 156,582 | 159,808.03 | 102 | 7,529,075 | 7,702,770.90 | 102 | 8,668,570 | 965,799.10 |
| 312 | | SALES USE AND FUEL TAXES | | | | | | | | |
| 41 | 00 | LOCAL OPTION GAS TAX 6 CT | 49,166 | 54,440.89 | 111 | 294,996 | 261,804.79 | 89 | 590,000 | 328,195.21 |
| 312 | ** | SALES USE AND FUEL TAXES | 49,166 | 54,440.89 | 111 | 294,996 | 261,804.79 | 89 | 590,000 | 328,195.21 |
| 314 | | UTILITY SERVICE TAX | | | | | | | | |
| 10 | 00 | ELECTRICITY | 133,333 | 158,858.80 | 119 | 799,998 | 803,002.57 | 100 | 1,600,000 | 796,997.43 |
| 30 | 00 | WATER-COCOA | 32,083 | 37,931.84 | 118 | 192,498 | 219,933.48 | 114 | 385,000 | 165,066.52 |
| 40 | 00 | GAS | 5,000 | 830.24 | 17 | 30,000 | 17,774.33 | 59 | 60,000 | 42,225.67 |
| 80 | 00 | PROPANE | 2,000 | 2,950.08 | 148 | 12,000 | 13,823.71 | 115 | 24,000 | 10,176.29 |
| 314 | ** | UTILITY SERVICE TAX | 172,416 | 200,570.96 | 116 | 1,034,496 | 1,054,534.09 | 102 | 2,069,000 | 1,014,465.91 |
| 315 | | COMMUNICATION SERVICE TAX | | | | | | | | |
| 00 | 00 | COMMUNICATION SERVICE TAX | 55,833 | 49,405.07 | 89 | 334,998 | 315,485.02 | 94 | 670,000 | 354,514.98 |
| 315 | ** | COMMUNICATION SERVICE TAX | 55,833 | 49,405.07 | 89 | 334,998 | 315,485.02 | 94 | 670,000 | 354,514.98 |
| 316 | | LOCAL BUSINESS TAX | | | | | | | | |
| 00 | 00 | LOCAL BUSINESS TAX | 6,237 | 1,930.79 | 31 | 109,485 | 97,365.32 | 89 | 147,000 | 49,634.68 |
| 316 | ** | LOCAL BUSINESS TAX | 6,237 | 1,930.79 | 31 | 109,485 | 97,365.32 | 89 | 147,000 | 49,634.68 |
| 310 | *** | TAXES | 440,234 | 466,155.74 | | 9,303,050 | 9,431,960.12 | | 12,144,570 | 2,712,609.88 |
| 320 | | OTHER PERMITS & FEES | | | | | | | | |
| 322 | | BUILDING PERMITS | | | | | | | | |
| 10 | 00 | TRAINING SURCHARGE | 0 | 396.84- | | 0 | .00 | | 0 | .00 |
| 322 | ** | BUILDING PERMITS | 0 | 396.84- | | 0 | .00 | | 0 | .00 |
| 323 | | FRANCHISE FEES | | | | | | | | |
| 10 | 00 | ELECTRICITY | 108,333 | 124,396.95 | 115 | 649,998 | 528,969.74 | 81 | 1,300,000 | 771,030.26 |
| 40 | 00 | GAS | 7,083 | 3,395.90 | 48 | 42,498 | 32,099.94 | 76 | 85,000 | 52,900.06 |
| 70 | 00 | SOLID WASTE | 24,166 | 25,250.89 | 105 | 144,996 | 150,291.25 | 104 | 290,000 | 139,708.75 |
| 323 | ** | FRANCHISE FEES | 139,582 | 153,043.74 | 110 | 837,492 | 711,360.93 | 85 | 1,675,000 | 963,639.07 |
| 325 | | SPECIAL ASSESSMENT | | | | | | | | |
| 22 | 01 | FIRE ASSESSMENT | 79,865 | 69,765.99 | 87 | 2,658,424 | 2,719,490.39 | 102 | 3,137,611 | 418,120.61 |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 22 | 02 | F ASSMNT DELINQ TAXES | 0 | .00 | | 2,000 | 6,230.03 | 312 | 2,000 | 4,230.03- |
| 22 | 03 | F ASSMNT PENALTIES | 0 | .00 | | 2,000 | 5,849.50 | 293 | 2,000 | 3,849.50- |
| 22 | 04 | F ASSMNT TAX CERTS | 0 | .00 | | 0 | .00 | | 130,000 | 130,000.00 |
| 22 | * | FIRE PROTECTION | 79,865 | 69,765.99 | 87 | 2,662,424 | 2,731,569.92 | 103 | 3,271,611 | 540,041.08 |
| 325 | ** | SPECIAL ASSESSMENT | 79,865 | 69,765.99 | 87 | 2,662,424 | 2,731,569.92 | 103 | 3,271,611 | 540,041.08 |
| 329 | | OTHER PERMITS & FEES | | | | | | | | |
| 10 | 01 | FIRE INSPECTION FEES | 0 | .00 | | 15,000 | 17,278.00 | 115 | 15,000 | 2,278.00- |
| 10 | * | INSPECTION FEES | 0 | .00 | | 15,000 | 17,278.00 | 115 | 15,000 | 2,278.00- |
| 25 | 00 | PLANNING AND ZONING | 6,250 | 3,300.00 | 53 | 37,500 | 18,378.62 | 49 | 75,000 | 56,621.38 |
| 35 | 00 | FIRE INSPECTIONS | 0 | .00 | | 0 | .00 | | 15,000 | 15,000.00 |
| 329 | ** | OTHER PERMITS & FEES | 6,250 | 3,300.00 | 53 | 52,500 | 35,656.62 | 68 | 105,000 | 69,343.38 |
| 320 | *** | OTHER PERMITS & FEES | 225,697 | 225,712.89 | | 3,552,416 | 3,478,587.47 | | 5,051,611 | 1,573,023.53 |
| 330 | | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 331 | | FEDERAL GRANTS | | | | | | | | |
| 20 | 15 | VOCA-2021-COCOA PD | 0 | 19,416.69- | | 0 | .00 | | 0 | .00 |
| 20 | 19 | JAG 2020-DJ-BX-0410 | 0 | .00 | | 0 | 16,617.00- | | 0 | 16,617.00 |
| 20 | 22 | JAG 21-GG-01363 | 1,280 | .00 | | 1,280 | 4,941.60- | 386 | 8,960 | 13,901.60 |
| 20 | 23 | BULLET PROOF VEST 2021 | 1,817 | 1,176.00 | 65 | 1,817 | 588.00 | 32 | 12,722 | 12,134.00 |
| 20 | 24 | VOCA-2022-COCOA PD-00181 | 9,325 | 28,541.37 | 306 | 62,960 | 28,541.37 | 45 | 118,921 | 90,379.63 |
| 20 | 25 | JAG 2022-22-GG-02810 | 1,176 | .00 | | 7,056 | .00 | | 14,108 | 14,108.00 |
| 20 | 26 | BULLET PROOF VEST 2022 | 218 | .00 | | 654 | .00 | | 1,960 | 1,960.00 |
| 20 | * | PUBLIC SAFETY | 13,816 | 10,300.68 | 75 | 73,767 | 7,570.77 | 10 | 156,671 | 149,100.23 |
| 39 | 12 | USDA/FOREST SVC 26866 | 1,250 | .00 | | 7,500 | .00 | | 15,000 | 15,000.00 |
| 50 | 01 | FEDERAL DISASTER REIMB | 0 | .00 | | 0 | 4,678.93 | | 0 | 4,678.93- |
| 70 | 02 | AFRICAN AM CIVIL RIGHTS | 4,286 | .00 | | 4,286 | .00 | | 30,000 | 30,000.00 |
| 331 | ** | FEDERAL GRANTS | 19,352 | 10,300.68 | 53 | 85,553 | 12,249.70 | 14 | 201,671 | 189,421.30 |
| 333 | | PAYMENT IN LIEU OF TAXES | | | | | | | | |
| 333 | ** | PAYMENT IN LIEU OF TAXES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 334 | | STATE GRANT | | | | | | | | |
| 70 | * | CULTURAL/RECREATIONAL | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 | 15 | FLA CORONAVIRUS SFRF | 0 | .00 | | 0 | 12,663.87 | | 0 | 12,663.87- |
| 334 | ** | STATE GRANT | 0 | .00 | | 0 | 12,663.87 | | 0 | 12,663.87- |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | ACCOUNT DESCRIPTION | ESTIMATED | CURRENT ACTUAL | %REV | ESTIMATED | YEAR-TO-DATE ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 335 | STATE SHARED REVENUES | | | | | | | | |
| 12 00 | STATE REVENUE SHARING | 45,833 | 53,644.39 | 117 | 274,998 | 311,749.19 | 113 | 550,000 | 238,250.81 |
| 12 20 | 8TH CNT MUNICIPAL GAS TAX | 12,833 | 13,503.42 | 105 | 76,998 | 78,473.84 | 102 | 154,000 | 75,526.16 |
| 12 * | STATE REVENUE SHARING | 58,666 | 67,147.81 | 115 | 351,996 | 390,223.03 | 111 | 704,000 | 313,776.97 |
| 14 00 | MOBILE HOME LICENSES | 2,083 | 1,101.25 | 53 | 12,498 | 19,449.25 | 156 | 25,000 | 5,550.75 |
| 15 00 | ALCOHOLIC BEVERAGE | 2,083 | .00 | | 12,498 | 2,198.98 | 18 | 25,000 | 22,801.02 |
| 18 00 | LOCAL GOVERNMENT 1/2 CENT | 103,333 | 117,046.38 | 113 | 619,998 | 591,437.25 | 95 | 1,240,000 | 648,562.75 |
| 21 00 | FIREFIGHTER SUPPLEMENTAL | 4,000 | .00 | | 8,000 | 4,195.33 | 52 | 16,000 | 11,804.67 |
| 29 21 | POL PEN STATE CONTR | 0 | .00 | | 0 | .00 | | 188,476 | 188,476.00 |
| 29 22 | FIRE PEN STATE CONTR | 0 | .00 | | 0 | .00 | | 124,461 | 124,461.00 |
| 29 * | OTHER PUBLIC SAFETY | 0 | .00 | | 0 | .00 | | 312,937 | 312,937.00 |
| 41 00 | FUEL TAX REFUNDS | 1,666 | .00 | | 9,996 | 8,653.37 | 87 | 20,000 | 11,346.63 |
| 335 ** | STATE SHARED REVENUES | 171,831 | 185,295.44 | 108 | 1,014,986 | 1,016,157.21 | 100 | 2,342,937 | 1,326,779.79 |
| 337 | GRANTS FROM LOCAL UNITS | | | | | | | | |
| 30 * | PHYSICAL ENVIRONMENT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 337 ** | GRANTS FROM LOCAL UNITS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 330 *** | INTERGOVERNMENTAL REVENUE | 191,183 | 195,596.12 | | 1,100,539 | 1,041,070.78 | | 2,544,608 | 1,503,537.22 |
| 340 | CHARGES FOR SERVICES | | | | | | | | |
| 341 | GENERAL GOVERNMENT | | | | | | | | |
| 40 00 | CERTIFY/COPY/SEARCH | 11,108 | 9,803.54 | 88 | 66,648 | 43,458.72 | 65 | 133,300 | 89,841.28 |
| 90 12 | PASSPORT EXECUTION FEES | 250 | 315.00 | 126 | 1,500 | 1,750.00 | 117 | 3,000 | 1,250.00 |
| 341 ** | GENERAL GOVERNMENT | 11,358 | 10,118.54 | 89 | 68,148 | 45,208.72 | 66 | 136,300 | 91,091.28 |
| 342 | PUBLIC SAFETY | | | | | | | | |
| 10 00 | SVC CHG - LAW ENF SERVICE | 9,770 | 11,550.00 | 118 | 58,620 | 96,717.60 | 165 | 117,250 | 20,532.40 |
| 10 02 | SCHOOL RES OFFICER | 15,625 | .00 | | 93,750 | 97,500.00 | 104 | 187,500 | 90,000.00 |
| 10 * | SVC CHG - LAW ENF SERVICE | 25,395 | 11,550.00 | 46 | 152,370 | 194,217.60 | 128 | 304,750 | 110,532.40 |
| 20 00 | SVC CHG - FIRE PROTECTION | 0 | 2,500.00 | | 0 | 17,647.50 | | 0 | 17,647.50- |
| 90 00 | OTHER PUBLIC SAFETY | 83 | .00 | | 498 | .00 | | 1,000 | 1,000.00 |
| 90 01 | FALSE ALARM FEES | 625 | .00 | | 3,750 | .00 | | 7,500 | 7,500.00 |
| 90 * | OTHER PUBLIC SAFETY | 708 | .00 | | 4,248 | .00 | | 8,500 | 8,500.00 |
| 342 ** | PUBLIC SAFETY | 26,103 | 14,050.00 | 54 | 156,618 | 211,865.10 | 135 | 313,250 | 101,384.90 |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 343 | PHYSICAL ENVIRONMENT | | | | | | | | |
| 37 10 | BREVARD COUNTY | 48,870 | .00 | | 293,220 | 252,149.45 | 86 | 586,440 | 334,290.55 |
| 37 11 | ROCKLEDGE | 27,150 | 28,174.20 | 104 | 162,900 | 166,562.23 | 102 | 325,800 | 159,237.77 |
| 37 12 | SUN LAKE | 352 | 370.50 | 105 | 2,112 | 2,171.80 | 103 | 4,235 | 2,063.20 |
| 37 13 | CLNY PK-M.I.UTIL CO. | 179 | 193.70 | 108 | 1,074 | 1,149.90 | 107 | 2,150 | 1,000.10 |
| 37 16 | COCOA BEACH | 10,208 | 10,672.55 | 105 | 61,248 | 63,408.47 | 104 | 122,501 | 59,092.53 |
| 37 17 | CAPE CANAVERAL | 8,688 | 8,764.60 | 101 | 52,128 | 51,866.20 | 100 | 104,256 | 52,389.80 |
| 37 18 | TITUSVILLE | 391 | 403.00 | 103 | 2,346 | 2,394.80 | 102 | 4,692 | 2,297.20 |
| 37 * | WATER BILLING SERVICES | 95,838 | 48,578.55 | 51 | 575,028 | 539,702.85 | 94 | 1,150,074 | 610,371.15 |
| 39 01 | SERVICE CHARGES | 40,000 | 67,486.24 | 169 | 240,000 | 472,023.78 | 197 | 480,000 | 7,976.22 |
| 39 03 | ADMIN CHARGES | 35,000 | 43,605.00 | 125 | 210,000 | 245,430.00 | 117 | 420,000 | 174,570.00 |
| 39 04 | PENALTIES | 60,000 | 59,842.01 | 100 | 360,000 | 362,472.66 | 101 | 720,000 | 357,527.34 |
| 39 05 | NSF CHECKS | 2,500 | 3,362.75 | 135 | 15,000 | 22,292.14 | 149 | 30,000 | 7,707.86 |
| 39 13 | HIGH CONSUMP CHGS | 291 | 1,600.00 | 550 | 1,746 | 4,230.00 | 242 | 3,500 | 730.00- |
| 39 * | WATER OTHER INCOME | 137,791 | 175,896.00 | 128 | 826,746 | 1,106,448.58 | 134 | 1,653,500 | 547,051.42 |
| 41 10 | SOLID WASTE | 206,333 | 231,676.65 | 112 | 1,237,998 | 1,340,830.86 | 108 | 2,476,000 | 1,135,169.14 |
| 41 20 | RECYCLING REVENUE | 32,416 | 33,019.17 | 102 | 194,496 | 195,853.87 | 101 | 389,000 | 193,146.13 |
| 41 30 | GREEN WASTE | 36,166 | 37,397.61 | 103 | 216,996 | 222,663.65 | 103 | 434,000 | 211,336.35 |
| 41 * | GARBAGE COLLECTION | 274,915 | 302,093.43 | 110 | 1,649,490 | 1,759,348.38 | 107 | 3,299,000 | 1,539,651.62 |
| 90 01 | FDOT MEDIAN MAINT | 0 | 15,632.50 | | 35,565 | 31,265.00 | 88 | 71,130 | 39,865.00 |
| 90 03 | FDOT MNT SIGNAL/HWY LIGHT | 58,740 | .00 | | 58,740 | .00 | | 117,479 | 117,479.00 |
| 90 * | OTHER PHYSICAL ENVIRON | 58,740 | 15,632.50 | 27 | 94,305 | 31,265.00 | 33 | 188,609 | 157,344.00 |
| 343 ** | PHYSICAL ENVIRONMENT | 567,284 | 542,200.48 | 96 | 3,145,569 | 3,436,764.81 | 109 | 6,291,183 | 2,854,418.19 |
| 347 | CULTURE/RECREATION | | | | | | | | |
| 20 10 | GAZEBO-PAVILLION RENTAL | 41 | 153.00 | 373 | 246 | 560.00 | 228 | 500 | 60.00- |
| 39 10 | PORCHER HOUSE - REVENUES | 2,333 | 430.00 | 18 | 13,998 | 3,010.00 | 22 | 28,000 | 24,990.00 |
| 39 11 | TENANT MAINTENANCE FEES | 0 | 99.53 | | 0 | 696.71 | | 0 | 696.71- |
| 39 20 | COCOA CIVIC CENTER | 2,916 | 550.00 | 19 | 17,496 | 4,232.14 | 24 | 35,000 | 30,767.86 |
| 39 30 | RIVERFRONT PARK | 916 | 634.93 | 69 | 5,496 | 3,989.93 | 73 | 11,000 | 7,010.07 |
| 39 * | OTHER CULTURAL SERVICES | 6,165 | 1,714.46 | 28 | 36,990 | 11,928.78 | 32 | 74,000 | 62,071.22 |
| 40 05 | SPECIAL EVENT PERMITS | 2,500 | 2,650.00 | 106 | 15,000 | 16,100.00 | 107 | 30,000 | 13,900.00 |
| 50 10 | EVENT FEES | 229 | 373.23 | 163 | 1,374 | 995.28 | 72 | 2,759 | 1,763.72 |
| 50 30 | ADVERTISING/SPONSORSHIPS | 416 | .00 | | 2,496 | 500.00 | 20 | 5,000 | 4,500.00 |
| 50 50 | MISC FURNISHINGS | 625 | .50 | | 3,750 | 675.35 | 18 | 7,500 | 6,824.65 |
| 50 * | SPECIAL REC FACILITIES | 1,270 | 373.73 | 29 | 7,620 | 2,170.63 | 29 | 15,259 | 13,088.37 |
| 347 ** | CULTURE/RECREATION | 9,976 | 4,891.19 | 49 | 59,856 | 30,759.41 | 51 | 119,759 | 88,999.59 |
| 340 *** | CHARGES FOR SERVICES | 614,721 | 571,260.21 | | 3,430,191 | 3,724,598.04 | | 6,860,492 | 3,135,893.96 |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 350 | FINES AND FORFEITURES | | | | | | | | |
| 351 | JUDGMENTS AND FINES | | | | | | | | |
| 90 00 | OTHER | 1,250 | 1,979.98 | 158 | 7,500 | 7,671.43 | 102 | 15,000 | 7,328.57 |
| 351 ** | JUDGMENTS AND FINES | 1,250 | 1,979.98 | 158 | 7,500 | 7,671.43 | 102 | 15,000 | 7,328.57 |
| 350 *** | FINES AND FORFEITURES | 1,250 | 1,979.98 | | 7,500 | 7,671.43 | | 15,000 | 7,328.57 |
| 360 | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | INTEREST & OTHER EARNINGS | | | | | | | | |
| 10 00 | INTEREST | 3,144 | 19,830.35 | 631 | 61,132 | 125,130.26 | 205 | 80,000 | 45,130.26- |
| 10 02 | INVESTMENT INTEREST | 6,009 | 96,180.34 | 1601 | 63,945 | 329,987.78 | 516 | 100,000 | 229,987.78- |
| 10 10 | SBA | 50 | 2,172.76 | 4346 | 300 | 11,116.64 | 3706 | 600 | 10,516.64- |
| 10 11 | INTEREST/CBOS | 91 | .00 | | 546 | 211.05 | 39 | 1,100 | 888.95 |
| 10 * | INTEREST | 9,294 | 118,183.45 | 1272 | 125,923 | 466,445.73 | 370 | 181,700 | 284,745.73- |
| 30 00 | NET INC/DEC FMV INVESTMNT | 0 | 39,477.62 | | 0 | 39,477.62 | | 0 | 39,477.62- |
| 40 00 | GAIN/(LOSS) SALE INVEST | 0 | 24,538.92- | | 0 | 24,538.92- | | 0 | 24,538.92 |
| 40 * | GAIN/(LOSS) SALE INVEST | 0 | 24,538.92- | | 0 | 24,538.92- | | 0 | 24,538.92 |
| 361 ** | INTEREST & OTHER EARNINGS | 9,294 | 133,122.15 | 1432 | 125,923 | 481,384.43 | 382 | 181,700 | 299,684.43- |
| 362 | RENT AND ROYALTIES | | | | | | | | |
| 00 00 | RENT AND ROYALTIES | 3,971 | 6,333.32 | 160 | 108,174 | 102,837.98 | 95 | 132,000 | 29,162.02 |
| 39 10 | PORCHER HOUSE-TENANTS | 0 | 1,330.56 | | 0 | 9,313.92 | | 0 | 9,313.92- |
| 39 20 | CIVIC CENTER-TENANTS | 0 | 660.00 | | 0 | 4,620.00 | | 0 | 4,620.00- |
| 39 * | RENTALS AND LEASES | 0 | 1,990.56 | | 0 | 13,933.92 | | 0 | 13,933.92- |
| 362 ** | RENT AND ROYALTIES | 3,971 | 8,323.88 | 210 | 108,174 | 116,771.90 | 108 | 132,000 | 15,228.10 |
| 364 | DISPOSITION FIXED ASSETS | | | | | | | | |
| 00 00 | DISPOSITION FIXED ASSETS | 0 | 15,319.94 | | 0 | 15,319.94 | | 0 | 15,319.94- |
| 10 00 | GAIN/(LOSS)SALE OF F/A | 0 | 15,319.94- | | 0 | .00 | | 0 | .00 |
| 364 ** | DISPOSITION FIXED ASSETS | 0 | .00 | | 0 | 15,319.94 | | 0 | 15,319.94- |
| 365 | SALE SURPLUS MTRLS &SCRAP | | | | | | | | |
| 00 00 | SALE SURPLUS MTRLS &SCRAP | 0 | .00 | | 0 | 427.95 | | 0 | 427.95- |
| 365 ** | SALE SURPLUS MTRLS &SCRAP | 0 | .00 | | 0 | 427.95 | | 0 | 427.95- |
| 366 | CONTRIBUTIONS & DONATIONS | | | | | | | | |
| 00 00 | CONTRIBUTIONS & DONATIONS | 3,044 | 3,500.00 | 115 | 10,455 | 6,146.00 | 59 | 28,728 | 22,582.00 |
| 10 * | DONATIONS-PRIVATE SOURCES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 366 ** | CONTRIBUTIONS & DONATIONS | 3,044 | 3,500.00 | 115 | 10,455 | 6,146.00 | 59 | 28,728 | 22,582.00 |

FUND 001 GENERAL FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 368 | | PENSION CONTRIBUTIONS | | | | | | | | |
| 368 | ** | PENSION CONTRIBUTIONS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 369 | | OTHER MISC REVENUES | | | | | | | | |
| | 90 00 | OTHER MISC REVENUES | 100 | 13,581.50 | 3582 | 600 | 252,661.67 | 2110 | 1,200 | 251,461.67- |
| | 90 03 | CODE ENF ABATE/DEMO REV | 8,114 | 3,930.55 | 48 | 48,684 | 24,227.58 | 50 | 97,375 | 73,147.42 |
| | 90 04 | MISC. POLICE REVENUES | 1,165 | 32.00 | 3 | 6,990 | 943.12 | 14 | 13,988 | 13,044.88 |
| | 90 05 | INVESTIGATIVE COSTS REIM | 4,537 | 6,670.72 | 147 | 27,222 | 19,414.50 | 71 | 54,450 | 35,035.50 |
| | 90 09 | PROPERTY REGISTRATION | 625 | 300.00 | 48 | 3,750 | 1,400.00 | 37 | 7,500 | 6,100.00 |
| | 90 * | OTHER MISC REVENUES | 14,541 | 24,514.77 | 169 | 87,246 | 298,646.87 | 342 | 174,513 | 124,133.87- |
| | 96 00 | INSURANCE REFUND/PROCEEDS | 0 | 8,183.00 | | 0 | 25,068.92 | | 0 | 25,068.92- |
| 369 | ** | OTHER MISC REVENUES | 14,541 | 32,697.77 | 225 | 87,246 | 323,715.79 | 371 | 174,513 | 149,202.79- |
| 360 | *** | MISCELLANEOUS REVENUES | 30,850 | 177,643.80 | | 331,798 | 943,766.01 | | 516,941 | 426,825.01- |
| 380 | | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | | INTERFUND TRANSFER | | | | | | | | |
| | 91 10 | TRF FROM COCOA CRA (110) | 0 | 18,566.67 | | 222,800 | 111,400.02 | 50 | 222,800 | 111,399.98 |
| | 91 * | TRANSFER FROM | 0 | 18,566.67 | | 222,800 | 111,400.02 | 50 | 222,800 | 111,399.98 |
| | 94 21 | TRANS FR 421 OH ALLOC | 0 | 632,527.58 | | 7,590,331 | 3,795,165.48 | 50 | 7,590,331 | 3,795,165.52 |
| | 94 23 | TRANS FR 423 OH ALLOC | 0 | 24,801.83 | | 297,622 | 148,810.98 | 50 | 297,622 | 148,811.02 |
| | 94 * | INTERFUND TRANSFER | 0 | 657,329.41 | | 7,887,953 | 3,943,976.46 | 50 | 7,887,953 | 3,943,976.54 |
| 381 | ** | INTERFUND TRANSFER | 0 | 675,896.08 | | 8,110,753 | 4,055,376.48 | 50 | 8,110,753 | 4,055,376.52 |
| 382 | | CONTRIBUTIONS ENTERPRISE | | | | | | | | |
| | 40 00 | CONTRIBUTIONS | 587,997 | 587,997.58 | 100 | 3,527,982 | 3,527,985.48 | 100 | 7,055,971 | 3,527,985.52 |
| | 40 01 | 6% PILOFF | 143,350 | 143,350.08 | 100 | 860,100 | 860,100.48 | 100 | 1,720,201 | 860,100.52 |
| | 40 * | CONTRIBUTIONS | 731,347 | 731,347.66 | 100 | 4,388,082 | 4,388,085.96 | 100 | 8,776,172 | 4,388,086.04 |
| 382 | ** | CONTRIBUTIONS ENTERPRISE | 731,347 | 731,347.66 | 100 | 4,388,082 | 4,388,085.96 | 100 | 8,776,172 | 4,388,086.04 |
| 384 | | DEBT PROCEEDS | | | | | | | | |
| 384 | ** | DEBT PROCEEDS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 389 | | NON OPERATING SOURCES | | | | | | | | |
| | 99 11 | RESTR. CASH CARRY FORWARD | 300 | .00 | | 1,800 | .00 | | 3,600 | 3,600.00 |
| | 99 50 | FUND BAL-APPROP. RESERVES | 1,319,904 | .00 | | 4,265,964 | .00 | | 12,185,382 | 12,185,382.00 |
| | 99 * | BALANCE FORWARD | 1,320,204 | .00 | | 4,267,764 | .00 | | 12,188,982 | 12,188,982.00 |
| 389 | ** | NON OPERATING SOURCES | 1,320,204 | .00 | | 4,267,764 | .00 | | 12,188,982 | 12,188,982.00 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 380 | *** | OTHER SOURCES(NON-REV) | 2,051,551 | 1,407,243.74 | 16,766,599 | 8,443,462.44 | 29,075,907 | 20,632,444.56 |
| FUND TOTAL | | GENERAL FUND | 3,555,486 | 3,045,592.48 | 34,492,093 | 27,071,116.29 | 56,209,129 | 29,138,012.71 |
| GRAND TOTAL | | | 3,555,486 | 3,045,592.48 | 34,492,093 | 27,071,116.29 | 56,209,129 | 29,138,012.71 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 11-00 | EXECUTIVE SALARIES | 75337 | 69544.00 | 92 | 452022 | 381125.93 | 84 | .00 | 904093 | 522967.07 | 42 |
| 11 ** | EXECUTIVE SALARIES | 75337 | 69544.00 | 92 | 452022 | 381125.93 | 84 | .00 | 904093 | 522967.07 | 42 |
| 12-00 | REGULAR SALARIES & WAGES | 1125654 | 901631.67 | 80 | 6762000 | 5593500.01 | 83 | .00 | 13516055 | 7922554.99 | 41 |
| 12-06 | SALARIES/CONTRACTUAL | 7024 | 14897.00 | 212 | 42144 | 59321.00 | 141 | .00 | 84299 | 24978.00 | 70 |
| 12-07 | EMS 1ST RESPONDER | 0 | .00 | 0 | 0 | 141.00 | 0 | .00 | 0 | 141.00- | 0 |
| 12-10 | SALARY ADJUSTMENTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-12 | ACCRUAL PAYOUTS | 9643 | 17442.28 | 181 | 56966 | 67970.78 | 119 | .00 | 114831 | 46860.22 | 59 |
| 12-13 | COPS CHRP | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12 ** | REGULAR SALARIES & WAGES | 1142321 | 933970.95 | 82 | 6861110 | 5720932.79 | 83 | .00 | 13715185 | 7994252.21 | 42 |
| 13-00 | OTHER SALARIES & WAGES | 107419 | 73493.37 | 68 | 644514 | 460130.71 | 71 | .00 | 1289057 | 828926.29 | 36 |
| 13 ** | OTHER SALARIES & WAGES | 107419 | 73493.37 | 68 | 644514 | 460130.71 | 71 | .00 | 1289057 | 828926.29 | 36 |
| 14-00 | OVERTIME | 45236 | 82978.75 | 183 | 271416 | 434166.26 | 160 | .00 | 542921 | 108754.74 | 80 |
| 14-01 | COMP TIME | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14 ** | OVERTIME | 45236 | 82978.75 | 183 | 271416 | 434166.26 | 160 | .00 | 542921 | 108754.74 | 80 |
| 15-00 | SPECIAL PAY | 26510 | 34809.99 | 131 | 159060 | 203616.47 | 128 | .00 | 318144 | 114527.53 | 64 |
| 15 ** | SPECIAL PAY | 26510 | 34809.99 | 131 | 159060 | 203616.47 | 128 | .00 | 318144 | 114527.53 | 64 |
| 20-00 | CLOTHING/SHOE ALLOWANCE | 1956 | 3223.75 | 165 | 11736 | 11033.75 | 94 | .00 | 23485 | 12451.25 | 47 |
| 20 ** | CLOTHING/SHOE ALLOWANCE | 1956 | 3223.75 | 165 | 11736 | 11033.75 | 94 | .00 | 23485 | 12451.25 | 47 |
| 21-00 | FICA TAXES | 104753 | 89975.03 | 86 | 628518 | 539967.34 | 86 | .00 | 1257170 | 717202.66 | 43 |
| 21 ** | FICA TAXES | 104753 | 89975.03 | 86 | 628518 | 539967.34 | 86 | .00 | 1257170 | 717202.66 | 43 |
| 22-00 | RETIREMENT CONTRIBUTIONS | 93534 | 84121.20 | 90 | 561204 | 498326.26 | 89 | .00 | 1122518 | 624191.74 | 44 |
| 22-01 | LICENSED POLICE/FIRE | 196125 | 140910.46 | 72 | 1176750 | 930913.20 | 79 | .00 | 2353521 | 1422607.80 | 40 |
| 22-02 | STATE CONTRIBUTIONS | 21799 | .00 | 0 | 182114 | .00 | 0 | .00 | 312937 | 312937.00 | 0 |
| 22-03 | NON-FRS RETIREMENT PLAN | 2737 | 2615.02 | 96 | 16422 | 15957.82 | 97 | .00 | 32854 | 16896.18 | 49 |
| 22 ** | RETIREMENT CONTRIBUTIONS | 314195 | 227646.68 | 73 | 1936490 | 1445197.28 | 75 | .00 | 3821830 | 2376632.72 | 38 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 23-00 | INSURANCES | 6495 | 4166.30 | 64 | 38970 | 22666.73 | 58 | .00 | 78043 | 55376.27 | 29 |
| 23-02 | MEDICARE PART B | 35140 | 52081.33 | 148 | 210840 | 212865.49 | 101 | 2968.20 | 421680 | 205846.31 | 51 |
| 23-04 | MEDICAL | 304042 | 248292.21 | 82 | 1824252 | 1335616.69 | 73 | .00 | 3648653 | 2313036.31 | 37 |
| 23-05 | HEALTH GF RETIREES 50% | 4471 | 4024.44 | 90 | 26826 | 24593.80 | 92 | .00 | 53660 | 29066.20 | 46 |
| 23-06 | HEALTH GF RETIREES 100% | 23252 | 20564.02 | 88 | 139512 | 124278.44 | 89 | .00 | 279032 | 154753.56 | 45 |
| 23-07 | DENTAL INSURANCE | 15279 | 11925.29 | 78 | 91674 | 66201.97 | 72 | .00 | 183490 | 117288.03 | 36 |
| 23-08 | VISION INSURANCE | 2809 | 2247.33 | 80 | 16854 | 12481.17 | 74 | .00 | 33823 | 21341.83 | 37 |
| 23-09 | LONG TERM DISABILITY | 4170 | 3974.08 | 95 | 25020 | 21574.53 | 86 | .00 | 50147 | 28572.47 | 43 |
| 23-10 | FSA HEALTH | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-11 | FSA CHILDCARE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23 ** | INSURANCES | 395658 | 347275.00 | 88 | 2373948 | 1820278.82 | 77 | 2968.20 | 4748528 | 2925280.98 | 38 |
| 24-00 | WORKER'S COMPENSATION | 67308 | 29954.15 | 45 | 403848 | 190273.62 | 47 | .00 | 807837 | 617563.38 | 24 |
| 24 ** | WORKER'S COMPENSATION | 67308 | 29954.15 | 45 | 403848 | 190273.62 | 47 | .00 | 807837 | 617563.38 | 24 |
| 25-00 | UNEMPLOYMENT COMPENSATION | 833 | .00 | 0 | 4998 | 4260.88 | 85 | .00 | 10000 | 5739.12 | 43 |
| 25 ** | UNEMPLOYMENT COMPENSATION | 833 | .00 | 0 | 4998 | 4260.88 | 85 | .00 | 10000 | 5739.12 | 43 |
| 27-00 | BENEFIT OFFSET | 20016 | 17754.04 | 89 | 120096 | 92962.86 | 77 | .00 | 240203 | 147240.14 | 39 |
| 27 ** | BENEFIT OFFSET | 20016 | 17754.04 | 89 | 120096 | 92962.86 | 77 | .00 | 240203 | 147240.14 | 39 |
| 28-00 | PERS SVC OVERHEAD ALLOC | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 28 ** | PERS SVC OVERHEAD ALLOC | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-00 | PROFESSIONAL SERVICES | 19031 | 34490.79 | 181 | 384242 | 158929.17 | 41 | 312580.21 | 506558 | 35048.62 | 93 |
| 31-01 | LEGAL EXPENSES | 11849 | 43833.59 | 370 | 457129 | 191509.28 | 42 | 259622.72 | 528227 | 77095.00 | 85 |
| 31-02 | MEDICAL SERVICES | 0 | .00 | 0 | 47850 | 3884.30 | 8 | 39165.70 | 47850 | 4800.00 | 90 |
| 31-03 | ENGINEERING SERVICES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-05 | EMS 1ST RESPONDER | 0 | .00 | 0 | 13905 | 13905.00 | 100 | .00 | 13905 | .00 | 100 |
| 31-06 | EDA-04-69-07348 GRANT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 31-11 | USDA MANAGE FOREST GRANT | 1875- | .00 | 0 | 3750- | .00 | 0 | .00 | 15000 | 15000.00 | 0 |
| 31-13 | FIND BV-C0-20-146 BT RAMP | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-14 | FIND BV-CO-20-147 DREDGIN | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-15 | AFRICAN AM CIVIL RIGHTS | 4286 | .00 | 0 | 4286 | .00 | 0 | .00 | 30000 | 30000.00 | 0 |
| 31-16 | HISTORICAL PRESERVATN | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-33 | EMPLOYEE HEALTH CENTER | 0 | 30022.02 | 0 | 364656 | 145610.11 | 40 | 219045.89 | 364656 | .00 | 100 |
| 31 ** | PROFESSIONAL SERVICES | 33291 | 108346.40 | 326 | 1268318 | 513837.86 | 41 | 830414.52 | 1506196 | 161943.62 | 89 |
| 32-00 | ACCOUNTING & AUDITING | 0 | .00 | 0 | 74000 | 51000.00 | 69 | 17000.00 | 74000 | 6000.00 | 92 |
| 32 ** | ACCOUNTING & AUDITING | 0 | .00 | 0 | 74000 | 51000.00 | 69 | 17000.00 | 74000 | 6000.00 | 92 |
| 34-00 | CONTRACT SERVICES | 59353 | 70600.33 | 119 | 760570 | 591901.36 | 78 | 418985.90 | 1141088 | 130200.74 | 89 |
| 34-03 | CUSTOMER SERVICE CONTRACT | 263727 | 282621.12 | 107 | 1318635 | 1362946.38 | 103 | .00 | 2901000 | 1538053.62 | 47 |
| 34-07 | JANITORIAL CONTRACT SVS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34-09 | MOWING CONTRACTS | 2240 | 30082.65 | 1343 | 436552 | 179135.90 | 41 | 246216.60 | 450000 | 24647.50 | 95 |
| 34-10 | COST OF GENERAL FUND SVCS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34-23 | JAG 2022-22-GG-02810 | 0 | .00 | 0 | 14108 | .00 | 0 | 13800.00 | 14108 | 308.00 | 98 |
| 34 ** | CONTRACT SERVICES | 325320 | 383304.10 | 118 | 2529865 | 2133983.64 | 84 | 679002.50 | 4506196 | 1693209.86 | 62 |
| 39-00 | CONTINGENCY | 449259 | .00 | 0 | 531462 | .00 | 0 | .00 | 3227026 | 3227026.00 | 0 |
| 39-10 | RESERVE CONTINGENCY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39-15 | WAGE AND SALARY | 4447 | .00 | 0 | 17788 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39-20 | FUEL, OIL & LUBRICANTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39 ** | CONTINGENCY | 453706 | .00 | 0 | 549250 | .00 | 0 | .00 | 3227026 | 3227026.00 | 0 |
| 40-00 | TRAVEL & PER DIEM | 9040 | 4151.47 | 46 | 44369 | 20184.36 | 46 | .00 | 92563 | 72378.64 | 22 |
| 40-01 | CAR ALLOWANCE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 40-22 | JAG-21-GG-01363 | 712 | .00 | 0 | 712 | 1930.00 | 271 | .00 | 4984 | 3054.00 | 39 |
| 40 ** | TRAVEL & PER DIEM | 9752 | 4151.47 | 43 | 45081 | 22114.36 | 49 | .00 | 97547 | 75432.64 | 23 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 41-00 | COMMUNICATION | 1366 | 6449.45 | 472 | 187047 | 78645.78 | 42 | 112921.02 | 195259 | 3692.20 | 98 |
| 41-35 | VOCA-2022-COCOA PD-00181 | 154- | 543.70- | 353 | 926 | .04- | 0 | 536.30 | 0 | 536.26- | 0 |
| 41 ** | COMMUNICATION | 1212 | 5905.75 | 487 | 187973 | 78645.74 | 42 | 113457.32 | 195259 | 3155.94 | 98 |
| 42-00 | POSTAGE & FREIGHT | 39075 | 41043.66 | 105 | 243363 | 206629.94 | 85 | 249754.38 | 477922 | 21537.68 | 96 |
| 42 ** | POSTAGE & FREIGHT | 39075 | 41043.66 | 105 | 243363 | 206629.94 | 85 | 249754.38 | 477922 | 21537.68 | 96 |
| 43-00 | ELECTRIC/WATER/SEWER | 8204 | 85035.79 | 1037 | 758873 | 302889.15 | 40 | 494230.98 | 808120 | 10999.87 | 99 |
| 43 ** | ELECTRIC/WATER/SEWER | 8204 | 85035.79 | 1037 | 758873 | 302889.15 | 40 | 494230.98 | 808120 | 10999.87 | 99 |
| 44-00 | RENTALS AND LEASES | 4768 | 2107.43 | 44 | 76437 | 34730.35 | 45 | 65644.50 | 105785 | 5410.15 | 95 |
| 44 ** | RENTALS AND LEASES | 4768 | 2107.43 | 44 | 76437 | 34730.35 | 45 | 65644.50 | 105785 | 5410.15 | 95 |
| 45-00 | INSURANCE | 78 | 158755.48 | 3533 | 331139 | 490073.76 | 148 | .00 | 645660 | 155586.24 | 76 |
| 45 ** | INSURANCE | 78 | 158755.48 | 3533 | 331139 | 490073.76 | 148 | .00 | 645660 | 155586.24 | 76 |
| 46-00 | REPAIRS & MAINTENANCE | 81500 | 123060.03 | 151 | 668187 | 367525.64 | 55 | 234728.94 | 997221 | 394966.42 | 60 |
| 46-02 | REPAIR/MAINTENANCE-BLDG | 28145 | 14087.05 | 50 | 175447 | 94083.76 | 54 | 68193.97 | 344334 | 182056.27 | 47 |
| 46-03 | REPAIR/MAINT-VEHICLES | 32954 | 62876.26 | 191 | 214006 | 151395.05 | 71 | 29977.70 | 411809 | 230436.25 | 44 |
| 46-05 | HYDRANT FEES | 20817 | 20615.36 | 99 | 124902 | 123692.16 | 99 | .00 | 249805 | 126112.84 | 50 |
| 46-15 | INSURED VEHICLE ACCIDENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46 ** | REPAIRS & MAINTENANCE | 163416 | 220638.70 | 135 | 1182542 | 736696.61 | 62 | 332900.61 | 2003169 | 933571.78 | 53 |
| 47-00 | PRINTING & BINDING | 17059 | 10152.32 | 60 | 111168 | 70451.19 | 63 | 92370.45 | 187502 | 24680.36 | 87 |
| 47 ** | PRINTING & BINDING | 17059 | 10152.32 | 60 | 111168 | 70451.19 | 63 | 92370.45 | 187502 | 24680.36 | 87 |
| 48-00 | PROMOTIONAL ACTIVITIES | 7659 | 3896.44 | 51 | 35954 | 20121.63 | 56 | .00 | 71125 | 51003.37 | 28 |
| 48-11 | BUSINESS ASSIST. PROGRAM | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 48 ** | PROMOTIONAL ACTIVITIES | 7659 | 3896.44 | 51 | 35954 | 20121.63 | 56 | .00 | 71125 | 51003.37 | 28 |
| 49-00 | OTHER CHARGES & OBLIG. | 18387 | 11014.26 | 60 | 142356 | 236201.02 | 166 | 148036.90 | 252724 | 131513.92- | 152 |
| 49-02 | ADVERTISING | 25 | .00 | 0 | 150 | 99.99 | 67 | .00 | 300 | 200.01 | 33 |
| 49-05 | BROWNFIELDS REDEV PROG | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 49-06 | BROWNFIELD PROG CITY COST | 416 | .00 | 0 | 2496 | .00 | 0 | .00 | 5000 | 5000.00 | 0 |
| 49-07 | BAD DEBT EXPENSE | 0 | 3466.01- | 0 | 0 | 21457.74- | 0 | .00 | 0 | 21457.74 | 0 |
| 49-08 | CASH OVER/SHORT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-21 | PD INVESTIGATIVE FUNDS | 1666 | 10000.00 | 600 | 9996 | 10000.00 | 100 | .00 | 20000 | 10000.00 | 50 |
| 49-31 | OVERHEAD ALLOCATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49 ** | OTHER CHARGES & OBLIG. | 20494 | 17548.25 | 86 | 154998 | 224843.27 | 145 | 148036.90 | 278024 | 94856.17- | 134 |
| 51-00 | OFFICE SUPPLIES | 3848 | 3281.59 | 85 | 23465 | 11909.18 | 51 | .00 | 46677 | 34767.82 | 26 |
| 51 ** | OFFICE SUPPLIES | 3848 | 3281.59 | 85 | 23465 | 11909.18 | 51 | .00 | 46677 | 34767.82 | 26 |
| 52-00 | OPERATING SUPPLIES | 38484 | 26285.25 | 68 | 613082 | 495605.97 | 81 | 70366.05 | 904100 | 338127.98 | 63 |
| 52-02 | UNIFORMS | 3779 | 1166.61 | 31 | 37446 | 14615.87 | 39 | 35993.12 | 60137 | 9528.01 | 84 |
| 52-05 | EMS 1st RESP-CONSUM SUPP | 1646 | 3825.95 | 232 | 44589 | 19717.19 | 44 | 17527.31 | 54465 | 17220.50 | 68 |
| 52-07 | JANITORIAL SUPPLIES | 4211 | 3189.40 | 76 | 25266 | 15913.93 | 63 | .00 | 50555 | 34641.07 | 32 |
| 52-10 | HEATING FUEL | 0 | 556.03 | 0 | 4443 | 1872.37 | 42 | 2570.63 | 4443 | .00 | 100 |
| 52-11 | JAG GRANT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-12 | BULLETPROOF VEST GRANT | 129- | .00 | 0 | 770 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-13 | VOCA GRANT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-14 | JAG 2020-DJ-BX-0410 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-22 | BULLET PROOF V 2020 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-23 | BULLET PROOF VEST 2021 | 0 | 3528.00 | 0 | 25444 | 21149.60 | 83 | 4294.40 | 25444 | .00 | 100 |
| 52-26 | BULLET PROOF VEST 2022 | 436 | .00 | 0 | 1308 | .00 | 0 | 3920.00 | 3920 | .00 | 100 |
| 52-30 | FUEL OIL & LUBRICANTS | 47634 | 27989.85 | 59 | 286266 | 117425.32 | 41 | .00 | 572161 | 454735.68 | 21 |
| 52-33 | EMPLOYEE HEALTH CENTER | 0 | 12633.31 | 0 | 176400 | 54392.06 | 31 | 122007.94 | 176400 | .00 | 100 |
| 52-35 | VOCA-2022-COCOA PD-00181 | 65- | 370.95- | 571 | 390 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-36 | FIREHOUSE SUBS - E-BIKES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52 ** | OPERATING SUPPLIES | 95996 | 78803.45 | 82 | 1215404 | 740692.31 | 61 | 256679.45 | 1851625 | 854253.24 | 54 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 53-00 | ROAD MATERIALS/SUPPLIES | 3181 | 8770.79 | 276 | 19086 | 26971.29 | 141 | 8993.56 | 38175 | 2210.15 | 94 |
| 53 ** | ROAD MATERIALS/SUPPLIES | 3181 | 8770.79 | 276 | 19086 | 26971.29 | 141 | 8993.56 | 38175 | 2210.15 | 94 |
| 54-00 | MEMBERSHIP/PUBLICATIONS | 3007 | 2182.95 | 73 | 46963 | 22902.21 | 49 | 2100.00 | 65495 | 40492.79 | 38 |
| 54 ** | MEMBERSHIP/PUBLICATIONS | 3007 | 2182.95 | 73 | 46963 | 22902.21 | 49 | 2100.00 | 65495 | 40492.79 | 38 |
| 55-00 | TRAINING | 9241 | 12899.93 | 140 | 86879 | 59892.73 | 69 | 2312.50 | 149546 | 87340.77 | 42 |
| 55-01 | EDA PROGRAM | 2583 | .00 | 0 | 15498 | 2287.92 | 15 | .00 | 31000 | 28712.08 | 7 |
| 55-22 | JAG 21-GG-01363 | 568 | 77.00- | 14- | 568 | 5313.00 | 935 | .00 | 3976 | 1337.00- | 134 |
| 55-35 | VOCA-2022-COCOA PD-00181 | 84- | 299.00- | 356 | 496 | .00 | 0 | .00 | 0 | .00 | 0 |
| 55 ** | TRAINING | 12308 | 12523.93 | 102 | 103441 | 67493.65 | 65 | 2312.50 | 184522 | 114715.85 | 38 |
| 56-15 | IT-RELATED OPERATING EXP | 35725 | 20200.69 | 57 | 576509 | 481107.78 | 84 | 84493.58 | 3795353 | 3229751.64 | 15 |
| 56 ** | TECHNOLOGY SYSTEMS | 35725 | 20200.69 | 57 | 576509 | 481107.78 | 84 | 84493.58 | 3795353 | 3229751.64 | 15 |
| 57-99 | OVERHEAD ALLOCATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 57 ** | OVERHEAD ALLOCATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 58-97 | LABOR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 58-98 | EQUIPMENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 58-99 | OTHER CHARGES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 58 ** | WORK ORDER CHARGES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 59-00 | DEPRECIATION EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 59 ** | DEPRECIATION EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61-00 | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61 ** | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 62-00 | BUILDINGS | 98521 | .00 | 0 | 450237 | .00 | 0 | 67083.00 | 1041361 | 974278.00 | 6 |
| 62-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 62 ** | BUILDINGS | 98521 | .00 | 0 | 450237 | .00 | 0 | 67083.00 | 1041361 | 974278.00 | 6 |
| 63-00 | INFRASTRUCTURE | 131050 | 268095.45 | 205 | 964059 | 308796.03 | 32 | 87372.32 | 1750362 | 1354193.65 | 23 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 63-07 | IMPROVE OTHER THAN BLDG | 7727 | .00 | 0 | 38635 | .00 | 0 | .00 | 85000 | 85000.00 | 0 |
| 63-13 | FIND BV-CO-20-146 BT RAMP | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-14 | FIND BV-CO-20-147 DREDGIN | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-15 | FIND BV-CO-21-152 DRGPII | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-16 | FIND BV-CO-21-151 BT PII | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63 ** | INFRASTRUCTURE | 138777 | 268095.45 | 193 | 1002694 | 308796.03 | 31 | 87372.32 | 1835362 | 1439193.65 | 22 |
| 64-00 | MACHINERY AND EQUIPMENT | 214395 | 5035.00 | 2 | 1198273 | 401003.76 | 34 | 1294731.06 | 2603436 | 907701.18 | 65 |
| 64-01 | JAG GRANT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 64-15 | IT HARDWARE | 6551- | .00 | 0 | 80824 | 41517.68 | 51 | .00 | 41518 | .32 | 100 |
| 64-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 64 ** | MACHINERY AND EQUIPMENT | 207844 | 5035.00 | 2 | 1279097 | 442521.44 | 35 | 1294731.06 | 2644954 | 907701.50 | 66 |
| 68-10 | SFTWR & OTHER INTANGIBLES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 68 ** | INTANGIBLE ASSETS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71-00 | DEBT SERVICE - PRINCIPAL | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71 ** | DEBT SERVICE - PRINCIPAL | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72-00 | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72 ** | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 73-00 | OTHER DEBT SVC COSTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 73 ** | OTHER DEBT SVC COSTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 81-00 | AIDS TO GOVT AGENCY | 0 | .00 | 0 | 1245020 | 1245020.00 | 100 | .00 | 1245020 | .00 | 100 |
| 81 ** | AIDS TO GOVT AGENCY | 0 | .00 | 0 | 1245020 | 1245020.00 | 100 | .00 | 1245020 | .00 | 100 |
| 82-01 | ECON DEV INCENTIVE CONTR | 0 | 20000.00 | 0 | 0 | 20000.00 | 0 | .00 | 0 | 20000.00- | 0 |
| 82 ** | AID PRIVATE ORGANIZATION | 0 | 20000.00 | 0 | 0 | 20000.00 | 0 | .00 | 0 | 20000.00- | 0 |
| 83-00 | OTHER GRANTS & AIDS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 83-01 | MISC GRANTS/DONATIONS | 4166 | .00 | 0 | 24996 | .00 | 0 | .00 | 50000 | 50000.00 | 0 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 83-11 | UPSTART COCOA PROGRAM | 500 | .00 | 0 | 9500 | 7500.00 | 79 | .00 | 12500 | 5000.00 | 60 |
| 83 ** | OTHER GRANTS & AIDS | 4666 | .00 | 0 | 34496 | 7500.00 | 22 | .00 | 62500 | 55000.00 | 12 |
| 91-03 | TO CDBG (103) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-04 | TO HOME (104) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-07 | TO BLDG PERM(107) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-08 | TO SEC 108 LOAN (108) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-10 | TO COCOA CRA (110) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-11 | TO DIAMOND SQ (111) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-12 | TO US 1 CRA (112) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-20 | TO GF DEBT SVC (201) | 10444 | 120281.67 | 1152 | 1473433 | 721690.02 | 49 | .00 | 1536101 | 814410.98 | 47 |
| 91-21 | TO WATER SEWER (421) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-23 | TO STORMWATER (423) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-25 | TO RESTRCTD ASSET (425) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-26 | TO W/S 2018B (426) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-30 | TO GF CAP PROJ (301) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-32 | TO RVRFRNT/LWP (302) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-33 | TO FISKE CAP PROJ (303) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-52 | TO W/C INS FUND (520) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-53 | TO HEALTH INS FUND (530) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91 ** | INTERFUND TRANSFER | 10444 | 120281.67 | 1152 | 1473433 | 721690.02 | 49 | .00 | 1536101 | 814410.98 | 47 |
| FUND 001 | TOTAL ********* | | | | | | | | | | |
| | GENERAL FUND | 3999893 | 3490687.02 | 87 | 28886562 | 20286568.12 | 70 | 4829545.83 | 56209129 | 31093015.05 | 45 |
| GRAND | TOTAL ********* | | | | | | | | | | |
| | | 3999893 | 3490687.02 | 87 | 28886562 | 20286568.12 | 70 | 4829545.83 | 56209129 | 31093015.05 | 45 |

## FY 2023 Budget by Classification Report - Summary Listing

3/31/2023

Target for March 2023 is 50%

**FUND 421 - WATER/SEWER FUND**

| | Amended Budget | YTD Encumbrances | YTD Actual Transactions | Budget - YTD Transactions | % Used/Rec'd |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| CHARGES FOR SERVICES | $ 72,221,630 | $ - | $ 36,126,580 | $ 36,095,050 | 50% |
| INTERGOVERNMENTAL/GRANTS | $ - | $ - | $ - | $ - | 0% |
| MISCELLANEOUS | $ 310,112 | $ - | $ 559,632 | $ (249,520) | 180% |
| OTHER SOURCES (*NON-REVENUE) | $ 22,305,685 | $ - | $ - | $ 22,305,685 | 0% |
| **REVENUE TOTALS** | **$ 94,837,427** | **$ -** | **$ 36,686,212** | **$ 58,151,215** | **39%** |
| **EXPENSE** | | | | | |
| SALARIES AND BENEFITS | $ 19,201,399 | $ - | $ 7,753,235 | $ 11,448,164 | 40% |
| OPERATING EXPENDITURES | $ 25,825,920 | $ 7,207,007 | $ 8,315,305 | $ 10,303,608 | 60% |
| CAPITAL OUTLAY | $ 10,450,634 | $ 1,159,576 | $ 623,474 | $ 8,667,584 | 17% |
| GRANTS, AIDS AND OTHER | $ 39,359,474 | $ - | $ 27,323,986 | $ 12,035,488 | 69% |
| **EXPENSE TOTALS** | **$ 94,837,427** | **$ 8,366,584** | **$ 44,015,999** | **$ 42,454,844** | 55% |
| **REVENUE TOTALS** | **$ 94,837,427** | **$ -** | **$ 36,686,212** | **$ 58,151,215** | **39%** |
| **EXPENSE TOTALS** | **$ 94,837,427** | **$ 8,366,584** | **$ 44,015,999** | **$ 42,454,844** | **55%** |
| ** | **$ -** | **$ (8,366,584)** | **$ (7,329,786)** | **$ 15,696,370** | |

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 320 | | OTHER PERMITS & FEES | | | | | | | | |
| 324 | | IMPACT FEES | | | | | | | | |
| 03 | * | IMPACT FEES - RETAIL BLDG | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 324 | ** | IMPACT FEES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 320 | *** | OTHER PERMITS & FEES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 330 | | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 331 | | FEDERAL GRANTS | | | | | | | | |
| 331 | ** | FEDERAL GRANTS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 334 | | STATE GRANT | | | | | | | | |
| 334 | ** | STATE GRANT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 337 | | GRANTS FROM LOCAL UNITS | | | | | | | | |
| 337 | ** | GRANTS FROM LOCAL UNITS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 330 | *** | INTERGOVERNMENTAL REVENUE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 340 | | CHARGES FOR SERVICES | | | | | | | | |
| 343 | | PHYSICAL ENVIRONMENT | | | | | | | | |
| 31 | 00 | WATER SALES | 5,052,604 | 5,142,018.74 | 102 | 30,315,624 | 29,949,925.01 | 99 | 60,631,253 | 30,681,327.99 |
| 33 | 00 | WATER CONNECTION FEE | 47,267 | 116,291.56 | 246 | 283,602 | 349,183.76 | 123 | 567,211 | 218,027.24 |
| 36 | 00 | WATER HYDRANT FEES | 327,416 | 338,169.08 | 103 | 1,964,496 | 2,006,070.13 | 102 | 3,928,996 | 1,922,925.87 |
| 39 | 06 | HYDRANT RESID FLOW TEST | 141 | 420.00 | 298 | 846 | 6,160.00 | 728 | 1,696 | 4,464.00- |
| 39 | 07 | BACKFLOW DEVICE TEST | 12,808 | 19,010.23 | 148 | 76,848 | 112,367.87 | 146 | 153,700 | 41,332.13 |
| 39 | 08 | JUMPER METERS | 0 | 360.00 | | 742 | 1,580.00 | 213 | 742 | 838.00- |
| 39 | 09 | PLAN REVIEW/CONST INSPECT | 0 | 6,600.00 | | 12,720 | 29,460.00 | 232 | 12,720 | 16,740.00- |
| 39 | 10 | BACKFLOW PRV/RLCT TEMP | 0 | 185.42 | | 530 | 1,112.52 | 210 | 530 | 582.52- |
| 39 | * | WATER OTHER INCOME | 12,949 | 26,575.65 | 205 | 91,686 | 150,680.39 | 164 | 169,388 | 18,707.61 |
| 51 | 00 | SEWER SALES | 541,569 | 583,278.85 | 108 | 3,249,414 | 3,462,597.31 | 107 | 6,498,835 | 3,036,237.69 |
| 51 | * | SEWER SALES | 541,569 | 583,278.85 | 108 | 3,249,414 | 3,462,597.31 | 107 | 6,498,835 | 3,036,237.69 |
| 59 | 01 | GREASE TRAP PERMITS | 547 | 775.62 | 142 | 3,282 | 4,587.38 | 140 | 6,572 | 1,984.62 |
| 60 | 00 | REUSE WATER SALES | 34,329 | 32,522.27 | 95 | 205,974 | 197,764.35 | 96 | 411,955 | 214,190.65 |
| 60 | 01 | REUSE WATER INSTALLATION | 618 | 1,080.52 | 175 | 3,708 | 5,771.60 | 156 | 7,420 | 1,648.40 |
| 60 | * | REUSE WATER SALES | 34,947 | 33,602.79 | 96 | 209,682 | 203,535.95 | 97 | 419,375 | 215,839.05 |
| 343 | ** | PHYSICAL ENVIRONMENT | 6,017,299 | 6,240,712.29 | 104 | 36,117,786 | 36,126,579.93 | 100 | 72,221,630 | 36,095,050.07 |
| 340 | *** | CHARGES FOR SERVICES | 6,017,299 | 6,240,712.29 | | 36,117,786 | 36,126,579.93 | | 72,221,630 | 36,095,050.07 |

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 360 | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | INTEREST & OTHER EARNINGS | | | | | | | | |
| 10 00 | INTEREST | 0 | 7,617.81 | | 0 | 22,320.66 | | 0 | 22,320.66- |
| 10 02 | INVESTMENT INTEREST | 20,320 | 138,786.32 | 683 | 121,920 | 338,209.77 | 277 | 243,849 | 94,360.77- |
| 10 * | INTEREST | 20,320 | 146,404.13 | 721 | 121,920 | 360,530.43 | 296 | 243,849 | 116,681.43- |
| 30 00 | NET INC/DEC FMV INVESTMNT | 0 | 194,677.40 | | 0 | 194,677.40 | | 0 | 194,677.40- |
| 40 00 | GAIN/(LOSS) SALE INVEST | 0 | 96,745.18- | | 0 | 96,745.18- | | 0 | 96,745.18 |
| 40 * | GAIN/(LOSS) SALE INVEST | 0 | 96,745.18- | | 0 | 96,745.18- | | 0 | 96,745.18 |
| 361 ** | INTEREST & OTHER EARNINGS | 20,320 | 244,336.35 | 1202 | 121,920 | 458,462.65 | 376 | 243,849 | 214,613.65- |
| 362 | RENT AND ROYALTIES | | | | | | | | |
| 00 00 | RENT AND ROYALTIES | 0 | .00 | | 1,378 | 1,300.00 | 94 | 1,378 | 78.00 |
| 362 ** | RENT AND ROYALTIES | 0 | .00 | | 1,378 | 1,300.00 | 94 | 1,378 | 78.00 |
| 364 | DISPOSITION FIXED ASSETS | | | | | | | | |
| 10 00 | GAIN/(LOSS)SALE OF F/A | 833 | .00 | | 4,998 | .00 | | 10,000 | 10,000.00 |
| 364 ** | DISPOSITION FIXED ASSETS | 833 | .00 | | 4,998 | .00 | | 10,000 | 10,000.00 |
| 365 | SALE SURPLUS MTRLS &SCRAP | | | | | | | | |
| 00 00 | SALE SURPLUS MTRLS &SCRAP | 265 | 1,845.85 | 697 | 1,590 | 7,151.35 | 450 | 3,180 | 3,971.35- |
| 365 ** | SALE SURPLUS MTRLS &SCRAP | 265 | 1,845.85 | 697 | 1,590 | 7,151.35 | 450 | 3,180 | 3,971.35- |
| 369 | OTHER MISC REVENUES | | | | | | | | |
| 90 00 | OTHER MISC REVENUES | 4,308 | 3,822.71 | 89 | 25,848 | 30,333.43 | 117 | 51,705 | 21,371.57 |
| 90 * | OTHER MISC REVENUES | 4,308 | 3,822.71 | 89 | 25,848 | 30,333.43 | 117 | 51,705 | 21,371.57 |
| 96 00 | INSURANCE REFUND/PROCEEDS | 0 | 495.00 | | 0 | 62,385.00 | | 0 | 62,385.00- |
| 369 ** | OTHER MISC REVENUES | 4,308 | 4,317.71 | 100 | 25,848 | 92,718.43 | 359 | 51,705 | 41,013.43- |
| 360 *** | MISCELLANEOUS REVENUES | 25,726 | 250,499.91 | | 155,734 | 559,632.43 | | 310,112 | 249,520.43- |
| 380 | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | INTERFUND TRANSFER | | | | | | | | |
| 91 * | TRANSFER FROM | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 381 ** | INTERFUND TRANSFER | 0 | .00 | | 0 | .00 | | 0 | .00 |

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | ESTIMATED | CURRENT ACTUAL | %REV | YEAR-TO-DATE ESTIMATED | ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 383 | | INSTLMT PURCH/CAP LEASE | | | | | | | | |
| 383 | ** | INSTLMT PURCH/CAP LEASE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 389 | | NON OPERATING SOURCES | | | | | | | | |
| 99 | 50 | FUND BAL-APPROP. RESERVES | 1,909,440 | .00 | | 10,849,027 | .00 | | 22,305,685 | 22,305,685.00 |
| 99 | * | BALANCE FORWARD | 1,909,440 | .00 | | 10,849,027 | .00 | | 22,305,685 | 22,305,685.00 |
| 389 | ** | NON OPERATING SOURCES | 1,909,440 | .00 | | 10,849,027 | .00 | | 22,305,685 | 22,305,685.00 |
| 380 | *** | OTHER SOURCES(NON-REV) | 1,909,440 | .00 | | 10,849,027 | .00 | | 22,305,685 | 22,305,685.00 |
| FUND TOTAL | | WATER/SEWER FUND | 7,952,465 | 6,491,212.20 | | 47,122,547 | 36,686,212.36 | | 94,837,427 | 58,151,214.64 |
| GRAND TOTAL | | | 7,952,465 | 6,491,212.20 | | 47,122,547 | 36,686,212.36 | | 94,837,427 | 58,151,214.64 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 11-00 | EXECUTIVE SALARIES | 13880 | 12777.60 | 92 | 83280 | 76665.60 | 92 | .00 | 166565 | 89899.40 | 46 |
| 11 ** | EXECUTIVE SALARIES | 13880 | 12777.60 | 92 | 83280 | 76665.60 | 92 | .00 | 166565 | 89899.40 | 46 |
| 12-00 | REGULAR SALARIES & WAGES | 940258 | 711484.42 | 76 | 5641548 | 4407089.48 | 78 | .00 | 11283154 | 6876064.52 | 39 |
| 12-10 | SALARY ADJUSTMENTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-12 | ACCRUAL PAYOUTS | 0 | 5681.40 | 0 | 0 | 38916.58 | 0 | .00 | 0 | 38916.58- | 0 |
| 12 ** | REGULAR SALARIES & WAGES | 940258 | 717165.82 | 76 | 5641548 | 4446006.06 | 79 | .00 | 11283154 | 6837147.94 | 39 |
| 13-00 | OTHER SALARIES & WAGES | 47573 | 41289.61 | 87 | 285438 | 255914.45 | 90 | .00 | 570891 | 314976.55 | 45 |
| 13 ** | OTHER SALARIES & WAGES | 47573 | 41289.61 | 87 | 285438 | 255914.45 | 90 | .00 | 570891 | 314976.55 | 45 |
| 14-00 | OVERTIME | 56412 | 62680.93 | 111 | 338472 | 410695.93 | 121 | .00 | 676990 | 266294.07 | 61 |
| 14-01 | COMP TIME | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14 ** | OVERTIME | 56412 | 62680.93 | 111 | 338472 | 410695.93 | 121 | .00 | 676990 | 266294.07 | 61 |
| 15-00 | SPECIAL PAY | 175 | 175.00 | 100 | 1050 | 1050.00 | 100 | .00 | 2100 | 1050.00 | 50 |
| 15 ** | SPECIAL PAY | 175 | 175.00 | 100 | 1050 | 1050.00 | 100 | .00 | 2100 | 1050.00 | 50 |
| 20-00 | CLOTHING/SHOE ALLOWANCE | 1941 | 240.00 | 12 | 11646 | 19020.00 | 163 | .00 | 23300 | 4280.00 | 82 |
| 20 ** | CLOTHING/SHOE ALLOWANCE | 1941 | 240.00 | 12 | 11646 | 19020.00 | 163 | .00 | 23300 | 4280.00 | 82 |
| 21-00 | FICA TAXES | 79902 | 62817.91 | 79 | 479412 | 391132.86 | 82 | .00 | 958865 | 567732.14 | 41 |
| 21 ** | FICA TAXES | 79902 | 62817.91 | 79 | 479412 | 391132.86 | 82 | .00 | 958865 | 567732.14 | 41 |
| 22-00 | RETIREMENT CONTRIBUTIONS | 128105 | 106416.98 | 83 | 768630 | 724776.72 | 94 | .00 | 1537298 | 812521.28 | 47 |
| 22-01 | POLICE/FIRE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 22-03 | NON FRS RETIREMENT CONT | 436 | 392.78 | 90 | 2616 | 2352.65 | 90 | .00 | 5237 | 2884.35 | 45 |
| 22 ** | RETIREMENT CONTRIBUTIONS | 128541 | 106809.76 | 83 | 771246 | 727129.37 | 94 | .00 | 1542535 | 815405.63 | 47 |
| 23-00 | INSURANCES | 4050 | 2831.64 | 70 | 24300 | 15830.10 | 65 | .00 | 48634 | 32803.90 | 33 |
| 23-02 | RETIREES OTHER INSURANCES | 12884 | 16824.70 | 131 | 77304 | 70551.21 | 91 | .00 | 154616 | 84064.79 | 46 |
| 23-03 | CONTRA CIGNA SAVINGS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-04 | MEDICAL | 235210 | 187836.50 | 80 | 1411260 | 1059789.63 | 75 | .00 | 2822567 | 1762777.37 | 38 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 23-05 | HEALTH RETIREES 50% | 1206 | 894.32 | 74 | 7236 | 5365.92 | 74 | .00 | 14478 | 9112.08 | 37 |
| 23-06 | HEALTH RETIREES 100% | 3577 | 2682.96 | 75 | 21462 | 17886.40 | 83 | .00 | 42928 | 25041.60 | 42 |
| 23-07 | DENTAL INSURANCE | 11017 | 8237.47 | 75 | 66102 | 46610.97 | 71 | .00 | 132239 | 85628.03 | 35 |
| 23-08 | VISION INSURANCE | 2060 | 1589.96 | 77 | 12360 | 8980.82 | 73 | .00 | 24749 | 15768.18 | 36 |
| 23-09 | LONG TERM DISABILITY | 3093 | 2910.81 | 94 | 18558 | 16303.32 | 88 | .00 | 37176 | 20872.68 | 44 |
| 23-10 | FSA HEALTH | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-11 | FSA CHILDCARE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-99 | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23 ** | INSURANCES | 273097 | 223808.36 | 82 | 1638582 | 1241318.37 | 76 | .00 | 3277387 | 2036068.63 | 38 |
| 24-00 | WORKER'S COMPENSATION | 43414 | 18141.16 | 42 | 260484 | 119962.98 | 46 | .00 | 521012 | 401049.02 | 23 |
| 24 ** | WORKER'S COMPENSATION | 43414 | 18141.16 | 42 | 260484 | 119962.98 | 46 | .00 | 521012 | 401049.02 | 23 |
| 25-00 | UNEMPLOYMENT COMPENSATION | 833 | .00 | 0 | 4998 | 5270.03 | 105 | .00 | 10000 | 4729.97 | 53 |
| 25 ** | UNEMPLOYMENT COMPENSATION | 833 | .00 | 0 | 4998 | 5270.03 | 105 | .00 | 10000 | 4729.97 | 53 |
| 26-00 | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 26 ** | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 27-00 | BENEFIT OFFSET | 14050 | 10900.00 | 78 | 84300 | 59069.00 | 70 | .00 | 168600 | 109531.00 | 35 |
| 27 ** | BENEFIT OFFSET | 14050 | 10900.00 | 78 | 84300 | 59069.00 | 70 | .00 | 168600 | 109531.00 | 35 |
| 31-00 | PROFESSIONAL SERVICES | 34256 | 3761.18 | 11 | 217767 | 46940.54 | 22 | 50667.75 | 423306 | 325697.71 | 23 |
| 31-01 | LEGAL EXPENSES | 35416 | 2331.50 | 7 | 212496 | 38016.01 | 18 | 49163.84 | 425000 | 337820.15 | 21 |
| 31-02 | MEDICAL SERVICES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-03 | ENGINEERING SERVICES | 2190 | 132274.74 | 6040 | 1520588 | 504482.07 | 33 | 909268.54 | 1535108 | 121357.39 | 92 |
| 31-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31 ** | PROFESSIONAL SERVICES | 71862 | 138367.42 | 193 | 1950851 | 589438.62 | 30 | 1009100.13 | 2383414 | 784875.25 | 67 |
| 32-00 | ACCOUNTING & AUDITING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 32 ** | ACCOUNTING & AUDITING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 34-00 | CONTRACT SERVICES | 147782 | 44148.70 | 30 | 1023146 | 203534.01 | 20 | 460302.33 | 1910310 | 1246473.66 | 35 |
| 34-09 | MOWING CONTRACTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34-10 | COST OF GENERAL FUND SVCS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34 ** | CONTRACT SERVICES | 147782 | 44148.70 | 30 | 1023146 | 203534.01 | 20 | 460302.33 | 1910310 | 1246473.66 | 35 |
| 39-00 | CONTINGENCY | 43035 | .00 | 0 | 258210 | .00 | 0 | .00 | 516433 | 516433.00 | 0 |
| 39-02 | BOND RESERVE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39-15 | WAGE AND SALARY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39 ** | CONTINGENCY | 43035 | .00 | 0 | 258210 | .00 | 0 | .00 | 516433 | 516433.00 | 0 |
| 40-00 | TRAVEL AND PER DIEM | 1164 | 1376.50 | 118 | 8414 | 1907.27 | 23 | .00 | 15438 | 13530.73 | 12 |
| 40-01 | CAR ALLOWANCE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 40 ** | TRAVEL AND PER DIEM | 1164 | 1376.50 | 118 | 8414 | 1907.27 | 23 | .00 | 15438 | 13530.73 | 12 |
| 41-00 | COMMUNICATION | 11218 | 22038.09 | 197 | 195595 | 81376.95 | 42 | 116952.85 | 262907 | 64577.20 | 75 |
| 41 ** | COMMUNICATION | 11218 | 22038.09 | 197 | 195595 | 81376.95 | 42 | 116952.85 | 262907 | 64577.20 | 75 |
| 42-00 | FREIGHT & POSTAGE SERVICE | 1017 | 452.59 | 45 | 5604 | 1764.81 | 32 | .00 | 11740 | 9975.19 | 15 |
| 42 ** | FREIGHT & POSTAGE SERVICE | 1017 | 452.59 | 45 | 5604 | 1764.81 | 32 | .00 | 11740 | 9975.19 | 15 |
| 43-00 | ELECTRIC/WATER/SEWER | 3845 | 305260.90 | 7939 | 1873145 | 892983.11 | 48 | 903515.57 | 1896244 | 99745.32 | 95 |
| 43 ** | ELECTRIC/WATER/SEWER | 3845 | 305260.90 | 7939 | 1873145 | 892983.11 | 48 | 903515.57 | 1896244 | 99745.32 | 95 |
| 44-00 | RENTAL AND LEASES | 5095 | 5785.77 | 114 | 46011 | 16980.40 | 37 | 33627.62 | 76601 | 25992.98 | 66 |
| 44-21 | DUKE ENERGY-GENERATOR | 0 | .00 | 0 | 433680 | 180700.00 | 42 | 252980.00 | 433680 | .00 | 100 |
| 44 ** | RENTAL AND LEASES | 5095 | 5785.77 | 114 | 479691 | 197680.40 | 41 | 286607.62 | 510281 | 25992.98 | 95 |
| 45-00 | INSURANCE | 0 | 176352.28 | 0 | 357389 | 533741.45 | 149 | .00 | 705688 | 171946.55 | 76 |
| 45 ** | INSURANCE | 0 | 176352.28 | 0 | 357389 | 533741.45 | 149 | .00 | 705688 | 171946.55 | 76 |
| 46-00 | REPAIRS & MAINTENANCE | 495961 | 352845.17 | 71 | 3815417 | 2646919.15 | 69 | 1156202.18 | 6791200 | 2988078.67 | 56 |
| 46-02 | REPAIR/MAINT BUILDING | 12960 | 2156.62 | 17 | 105468 | 52210.91 | 50 | 1270.00 | 183244 | 129763.09 | 29 |
| 46-03 | REPAIR/MAINT-VEHICLES | 25203 | 33657.00 | 134 | 144049 | 86221.06 | 60 | 213.56 | 295302 | 208867.38 | 29 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 46-15 | INSURED VEHICLE ACCIDENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46 ** | REPAIRS & MAINTENANCE | 534124 | 388658.79 | 73 | 4064934 | 2785351.12 | 69 | 1157685.74 | 7269746 | 3326709.14 | 54 |
| 47-00 | PRINTING & BINDING | 615 | 958.00 | 156 | 3690 | 4754.00 | 129 | .00 | 7420 | 2666.00 | 64 |
| 47 ** | PRINTING & BINDING | 615 | 958.00 | 156 | 3690 | 4754.00 | 129 | .00 | 7420 | 2666.00 | 64 |
| 48-00 | PROMOTIONAL ACTIVITIES | 1666 | 1300.40 | 78 | 9996 | 4664.26 | 47 | .00 | 20000 | 15335.74 | 23 |
| 48 ** | PROMOTIONAL ACTIVITIES | 1666 | 1300.40 | 78 | 9996 | 4664.26 | 47 | .00 | 20000 | 15335.74 | 23 |
| 49-00 | OTHER CHARGES & OBLIG. | 3427 | 7961.80 | 232 | 45830 | 141241.23 | 308 | 8789.10 | 66418 | 83612.33- | 226 |
| 49-02 | ADVERTISING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-07 | BAD DEBT EXPENSE | 0 | 5415.47- | 0 | 0 | 31756.76- | 0 | .00 | 0 | 31756.76 | 0 |
| 49-08 | CASH OVER & UNDER | 0 | 10.60- | 0 | 0 | 34.49- | 0 | .00 | 0 | 34.49 | 0 |
| 49-09 | DOCUMENT RECORDING CHGS | 261 | 1060.00- | 406- | 1555 | 3713.50- | 239- | 1063.50 | 3120 | 5770.00 | 85- |
| 49-15 | OBSOLETE INVENTORY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-17 | DAMAGED INVENTORY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-31 | OVERHEAD ALLOCATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49 ** | OTHER CHARGES & OBLIG. | 3688 | 1475.73 | 40 | 47385 | 105736.48 | 223 | 9852.60 | 69538 | 46051.08- | 166 |
| 51-00 | OFFICE SUPPLIES | 1923 | 1723.23 | 90 | 11538 | 5023.32 | 44 | .00 | 23114 | 18090.68 | 22 |
| 51 ** | OFFICE SUPPLIES | 1923 | 1723.23 | 90 | 11538 | 5023.32 | 44 | .00 | 23114 | 18090.68 | 22 |
| 52-00 | OPERATING SUPPLIES | 42479 | 67942.14 | 160 | 537671 | 352222.67 | 66 | 185063.57 | 792563 | 255276.76 | 68 |
| 52-07 | JANITORIAL SUPPLIES | 769 | 1175.08 | 153 | 4614 | 5012.76 | 109 | .00 | 9240 | 4227.24 | 54 |
| 52-09 | CHEMICALS | 17199 | 363066.30 | 2111 | 5016665 | 2127406.45 | 42 | 2942939.16 | 5119868 | 49522.39 | 99 |
| 52-30 | FUEL OIL & LUBRICANTS | 59103 | 35335.23 | 60 | 354618 | 173374.40 | 49 | 1377.61 | 709275 | 534522.99 | 25 |
| 52-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52 ** | OPERATING SUPPLIES | 119550 | 467518.75 | 391 | 5913568 | 2658016.28 | 45 | 3129380.34 | 6630946 | 843549.38 | 87 |
| 53-00 | ROAD MATERIALS/SUPPLIES | 1387 | .00 | 0 | 36657 | 27423.01 | 75 | 2576.99 | 45000 | 15000.00 | 67 |
| 53 ** | ROAD MATERIALS/SUPPLIES | 1387 | .00 | 0 | 36657 | 27423.01 | 75 | 2576.99 | 45000 | 15000.00 | 67 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 54-00 | MEMBERSHIP/PUBLICATIONS | 352 | 1081.18 | 307 | 34932 | 34990.18 | 100 | .00 | 41754 | 6763.82 | 84 |
| 54 ** | MEMBERSHIP/PUBLICATIONS | 352 | 1081.18 | 307 | 34932 | 34990.18 | 100 | .00 | 41754 | 6763.82 | 84 |
| 55-00 | TRAINING | 5066 | 1327.00 | 26 | 40714 | 11506.75 | 28 | 1704.00 | 67522 | 54311.25 | 20 |
| 55-01 | EDA PROGRAM | 416 | 636.84 | 153 | 2496 | 2019.80 | 81 | .00 | 5000 | 2980.20 | 40 |
| 55 ** | TRAINING | 5482 | 1963.84 | 36 | 43210 | 13526.55 | 31 | 1704.00 | 72522 | 57291.45 | 21 |
| 56-00 | TECHNOLOGY SYSTEMS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 56-15 | IT-RELATED OPERATING EXP | 289621 | 8945.00 | 3 | 1695674 | 173393.11 | 10 | 129329.27 | 3433425 | 3130702.62 | 9 |
| 56 ** | TECHNOLOGY SYSTEMS | 289621 | 8945.00 | 3 | 1695674 | 173393.11 | 10 | 129329.27 | 3433425 | 3130702.62 | 9 |
| 59-00 | DEPRECIATION EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 59 ** | DEPRECIATION EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61-00 | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61 ** | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 62-00 | BUILDINGS | 2624 | .00 | 0 | 22744 | .00 | 0 | .00 | 38490 | 38490.00 | 0 |
| 62 ** | BUILDINGS | 2624 | .00 | 0 | 22744 | .00 | 0 | .00 | 38490 | 38490.00 | 0 |
| 63-00 | INFRASTRUCTURE | 706116 | 2277.00 | 0 | 3673706 | 25659.93 | 1 | 753267.40 | 7910399 | 7131471.67 | 10 |
| 63-06 | FDEM H0477 LS#1 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-07 | IMPROVE OTHER THAN BLDG | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63 ** | INFRASTRUCTURE | 706116 | 2277.00 | 0 | 3673706 | 25659.93 | 1 | 753267.40 | 7910399 | 7131471.67 | 10 |
| 64-00 | MACHINERY & EQUIPMENT | 141726 | 119541.60 | 84 | 1161165 | 448051.60 | 39 | 277294.00 | 2011539 | 1286193.40 | 36 |
| 64-15 | IT HARDWARE | 42769 | 24556.25 | 57 | 256091 | 149762.05 | 59 | 129015.00 | 490206 | 211428.95 | 57 |
| 64 ** | MACHINERY & EQUIPMENT | 184495 | 144097.85 | 78 | 1417256 | 597813.65 | 42 | 406309.00 | 2501745 | 1497622.35 | 40 |
| 65-00 | CONSTRUCTION IN PROGRESS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 65 ** | CONSTRUCTION IN PROGRESS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 68-10 | SFTWR & OTHER INTANGIBLES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 68 ** | INTANGIBLE ASSETS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 69-99 | CONTRA FIXED ASSETS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 69 ** | PROPRIETARY FUNDS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71-20 | SERIES 2020 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71-32 | LEASED ASSET-GENERATOR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71 ** | DEBT SERVICE - PRINCIPAL | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72-32 | LEASED ASSET-GENERATOR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72 ** | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 73-00 | OTHER DEBT SERVICE COST | 0 | .00 | 0 | 3100 | 2350.00 | 76 | .00 | 3100 | 750.00 | 76 |
| 73 ** | OTHER DEBT SERVICE COST | 0 | .00 | 0 | 3100 | 2350.00 | 76 | .00 | 3100 | 750.00 | 76 |
| 82-00 | AID TO PRIVATE ORGANIZAT | 100 | .00 | 0 | 600 | .00 | 0 | .00 | 1200 | 1200.00 | 0 |
| 82-01 | ECON DEV INCENTIVE CONTR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 82 ** | AID TO PRIVATE ORGANIZAT | 100 | .00 | 0 | 600 | .00 | 0 | .00 | 1200 | 1200.00 | 0 |
| 91-01 | TO GENERAL FUND (001) | 0 | 2939987.90- | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-02 | TO GEN FUND ROI (001) | 587997 | 3527985.48 | 600 | 3527982 | 3527985.48 | 100 | .00 | 7055971 | 3527985.52 | 50 |
| 91-23 | TO STORMWATER (423) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-24 | RENEWAL & REPLACE 424 | 4750 | .00 | 0 | 15585500 | 15576000.00 | 100 | .00 | 15853965 | 277965.00 | 98 |
| 91-25 | TO RESTRCTD ASSET (425) | 643 | 593730.68 | 2338 | 7130844 | 3562384.08 | 50 | .00 | 7134706 | 3572321.92 | 50 |
| 91-26 | TO W/S 2018B (426) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-27 | TO TCR/SJR PROJ (427) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-30 | TO GF CAP PROJ (301) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-42 | IMPACT FEES FUND (422) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-52 | TO W/C INS FUND (520) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-53 | TO HEALTH INS FUND (530) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91 ** | INTERFUND TRANSFER | 593390 | 1181728.26 | 199 | 26244326 | 22666369.56 | 86 | .00 | 30044642 | 7378272.44 | 75 |
| 94-01 | TXFR TO GF OH ALLOC (001) | 0 | 632527.58 | 0 | 7590331 | 3795165.48 | 50 | .00 | 7590331 | 3795165.52 | 50 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 94 ** | INTERFUND TRANSFER | 0 | 632527.58 | 0 | 7590331 | 3795165.48 | 50 | .00 | 7590331 | 3795165.52 | 50 |
| 95-01 | TXFR TO GF 6% PLOFF (001) | 0 | 143350.08 | 0 | 1720201 | 860100.48 | 50 | .00 | 1720201 | 860100.52 | 50 |
| 95 ** | NONOPERATING | 0 | 143350.08 | 0 | 1720201 | 860100.48 | 50 | .00 | 1720201 | 860100.52 | 50 |
| FUND 421 | TOTAL ********* | | | | | | | | | | |
| | WATER/SEWER FUND | 4330227 | 4928194.09 | 114 | 68286349 | 44015998.68 | 65 | 8366583.84 | 94837427 | 42454844.48 | 55 |
| GRAND | TOTAL ********* | | | | | | | | | | |
| | | 4330227 | 4928194.09 | 114 | 68286349 | 44015998.68 | 65 | 8366583.84 | 94837427 | 42454844.48 | 55 |

## FY 2023 Budget by Classification Report - Summary Listing

3/31/2023

Target for March 2023 is 50%

### FUND 423 - STORMWATER FUND

| | Amended Budget | YTD Encumbrances | YTD Actual Transactions | Budget - YTD Transactions | % Used/Rec'd |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| *STORMWATER ASSESSMENT | $ 2,187,717 | $ - | $ 1,826,302 | $ 361,415 | 83% |
| CHARGES FOR SERVICES | $ - | $ - | $ (226) | $ 226 | 100% |
| INTERGOVERNMENTAL/GRANT | $ - | $ - | $ - | $ - | 0% |
| MISCELLANEOUS | $ 5,137 | $ - | $ 42,823 | $ (37,686) | 100% |
| OTHER SOURCES (NON-REVENUE) | $ 428,824 | $ - | $ - | $ 428,824 | 0% |
| **REVENUE TOTALS** | **$ 2,621,678** | **$ -** | **$ 1,868,899** | **$ 752,779** | **71%** |
| **EXPENSE** | | | | | |
| SALARIES AND BENEFITS | $ 673,366 | $ - | $ 256,488 | $ 416,878 | 38% |
| OPERATING EXPENDITURES | $ 920,855 | $ 77,726 | $ 177,437 | $ 665,692 | 28% |
| CAPITAL OUTLAY | $ 729,835 | $ 178,447 | $ 245,078 | $ 306,310 | 58% |
| OTHER SOURCES (NON-REVENUE) | $ 297,622 | $ - | $ 148,811 | $ 148,811 | 50% |
| **EXPENSE TOTALS** | **$ 2,621,678** | **$ 256,173** | **$ 827,813** | **$ 1,537,692** | **41%** |
| **REVENUE TOTALS** | **$ 2,621,678** | **$ -** | **$ 1,868,899** | **$ 752,779** | **71%** |
| **EXPENSE TOTALS** | **$ 2,621,678** | **$ 256,173** | **$ 827,813** | **$ 1,537,692** | **41%** |
| | **$ -** | **$ (256,173)** | **$ 1,041,085** | **$ (784,912)** | |

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 320 | OTHER PERMITS & FEES | | | | | | | | |
| 325 | SPECIAL ASSESSMENT | | | | | | | | |
| 23 01 | STRMWTR SPEC ASSMNT | 51,086 | 37,490.12 | 73 | 1,775,964 | 1,825,977.28 | 103 | 2,082,485 | 256,507.72 |
| 23 02 | DELINQUENT TAX | 0 | .00 | | 0 | 289.57 | | 0 | 289.57- |
| 23 03 | PENALTIES | 0 | .00 | | 0 | 35.49 | | 0 | 35.49- |
| 23 04 | TAX CERTIFICATES | 11,692 | .00 | | 35,076 | .00 | | 105,232 | 105,232.00 |
| 23 * | STORMWATER | 62,778 | 37,490.12 | 60 | 1,811,040 | 1,826,302.34 | 101 | 2,187,717 | 361,414.66 |
| 325 ** | SPECIAL ASSESSMENT | 62,778 | 37,490.12 | 60 | 1,811,040 | 1,826,302.34 | 101 | 2,187,717 | 361,414.66 |
| 320 *** | OTHER PERMITS & FEES | 62,778 | 37,490.12 | | 1,811,040 | 1,826,302.34 | | 2,187,717 | 361,414.66 |
| 330 | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 331 | FEDERAL GRANTS | | | | | | | | |
| 331 ** | FEDERAL GRANTS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 338 | SHARED REVENUE LOCAL UNIT | | | | | | | | |
| 10 * | SHARED REV - BREVARD CTY | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 338 ** | SHARED REVENUE LOCAL UNIT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 330 *** | INTERGOVERNMENTAL REVENUE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 340 | CHARGES FOR SERVICES | | | | | | | | |
| 343 | PHYSICAL ENVIRONMENT | | | | | | | | |
| 91 00 | STORMWATER FEES | 0 | 19.29 | | 0 | 226.44- | | 0 | 226.44 |
| 91 * | STORMWATER FEES | 0 | 19.29 | | 0 | 226.44- | | 0 | 226.44 |
| 343 ** | PHYSICAL ENVIRONMENT | 0 | 19.29 | | 0 | 226.44- | | 0 | 226.44 |
| 340 *** | CHARGES FOR SERVICES | 0 | 19.29 | | 0 | 226.44- | | 0 | 226.44 |
| 360 | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | INTEREST & OTHER EARNINGS | | | | | | | | |
| 10 00 | INTEREST | 0 | 2,986.42 | 4,737 | 18,588.21 | 392 | | 4,737 | 13,851.21- |
| 10 02 | INVESTMENT INTEREST | 0 | 529.39 | 0 | 529.39 | | | 0 | 529.39- |
| 10 10 | SBA | 0 | 17.10 | 0 | 87.50 | | | 0 | 87.50- |
| 10 * | INTEREST | 0 | 3,532.91 | 4,737 | 19,205.10 | 405 | | 4,737 | 14,468.10- |
| 30 00 | NET INC/DEC FMV INVESTMNT | 0 | 1,369.36 | 0 | 1,369.36 | | | 0 | 1,369.36- |
| 40 00 | GAIN/(LOSS) SALE INVEST | 0 | 508.66- | 0 | 508.66- | | | 0 | 508.66 |

FUND 423 STORMWATER UTILITY

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 40 | * | GAIN/(LOSS) SALE INVEST | 0 | 508.66- | | 0 | 508.66- | | 0 | 508.66 |
| 361 | ** | INTEREST & OTHER EARNINGS | 0 | 4,393.61 | | 4,737 | 20,065.80 | 424 | 4,737 | 15,328.80- |
| 364 | | DISPOSITION FIXED ASSETS | | | | | | | | |
| 00 | 00 | DISPOSITION FIXED ASSETS | 0 | .00 | | 0 | 20,387.50 | | 0 | 20,387.50- |
| 364 | ** | DISPOSITION FIXED ASSETS | 0 | .00 | | 0 | 20,387.50 | | 0 | 20,387.50- |
| 369 | | OTHER MISC REVENUES | | | | | | | | |
| 90 | 00 | OTHER MISC REVENUES | 33 | .00 | | 198 | 2,369.51 | 1197 | 400 | 1,969.51- |
| 369 | ** | OTHER MISC REVENUES | 33 | .00 | | 198 | 2,369.51 | 1197 | 400 | 1,969.51- |
| 360 | *** | MISCELLANEOUS REVENUES | 33 | 4,393.61 | | 4,935 | 42,822.81 | | 5,137 | 37,685.81- |
| 380 | | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | | INTERFUND TRANSFER | | | | | | | | |
| 91 | * | TRANSFER FROM | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 381 | ** | INTERFUND TRANSFER | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 389 | | NON OPERATING SOURCES | | | | | | | | |
| 99 | 50 | FUND BAL-APPROP. RESERVES | 36,717 | .00 | | 208,513 | .00 | | 428,824 | 428,824.00 |
| 99 | * | BALANCE FORWARD | 36,717 | .00 | | 208,513 | .00 | | 428,824 | 428,824.00 |
| 389 | ** | NON OPERATING SOURCES | 36,717 | .00 | | 208,513 | .00 | | 428,824 | 428,824.00 |
| 380 | *** | OTHER SOURCES(NON-REV) | 36,717 | .00 | | 208,513 | .00 | | 428,824 | 428,824.00 |
| FUND TOTAL | | STORMWATER UTILITY | 99,528 | 41,903.02 | | 2,024,488 | 1,868,898.71 | | 2,621,678 | 752,779.29 |
| GRAND TOTAL | | | 99,528 | 41,903.02 | | 2,024,488 | 1,868,898.71 | | 2,621,678 | 752,779.29 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 12-00 | REGULAR SALARIES & WAGES | 34152 | 28134.08 | 82 | 204912 | 168068.37 | 82 | .00 | 409835 | 241766.63 | 41 |
| 12-10 | SALARY ADJUSTMENTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-12 | ACCRUAL PAYOUTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12 ** | REGULAR SALARIES & WAGES | 34152 | 28134.08 | 82 | 204912 | 168068.37 | 82 | .00 | 409835 | 241766.63 | 41 |
| 13-00 | OTHER SALARIES & WAGES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 13 ** | OTHER SALARIES & WAGES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14-00 | OVERTIME | 573 | 160.25 | 28 | 3438 | 3137.69 | 91 | .00 | 6887 | 3749.31 | 46 |
| 14-01 | COMP TIME | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14 ** | OVERTIME | 573 | 160.25 | 28 | 3438 | 3137.69 | 91 | .00 | 6887 | 3749.31 | 46 |
| 15-00 | SPECIAL PAY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 15 ** | SPECIAL PAY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 20-00 | CLOTHING/SHOE ALLOWANCE | 70 | .00 | 0 | 420 | 480.00 | 114 | .00 | 840 | 360.00 | 57 |
| 20 ** | CLOTHING/SHOE ALLOWANCE | 70 | .00 | 0 | 420 | 480.00 | 114 | .00 | 840 | 360.00 | 57 |
| 21-00 | FICA TAXES | 2630 | 2133.60 | 81 | 15780 | 12971.82 | 82 | .00 | 31561 | 18589.18 | 41 |
| 21 ** | FICA TAXES | 2630 | 2133.60 | 81 | 15780 | 12971.82 | 82 | .00 | 31561 | 18589.18 | 41 |
| 22-00 | RETIREMENT CONTRIBUTIONS | 3792 | 3369.85 | 89 | 22752 | 20373.00 | 90 | .00 | 45510 | 25137.00 | 45 |
| 22-01 | GASB68 PENS EXP | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 22 ** | RETIREMENT CONTRIBUTIONS | 3792 | 3369.85 | 89 | 22752 | 20373.00 | 90 | .00 | 45510 | 25137.00 | 45 |
| 23-00 | INSURANCES | 119 | 108.14 | 91 | 714 | 585.25 | 82 | .00 | 1437 | 851.75 | 41 |
| 23-03 | CONTRA CIGNA SAVINGS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-04 | MEDICAL | 9216 | 6320.84 | 69 | 55296 | 34274.00 | 62 | .00 | 110599 | 76325.00 | 31 |
| 23-07 | DENTAL INSURANCE | 353 | 244.86 | 69 | 2118 | 1326.14 | 63 | .00 | 4241 | 2914.86 | 31 |
| 23-08 | VISION INSURANCE | 70 | 48.30 | 69 | 420 | 262.11 | 62 | .00 | 840 | 577.89 | 31 |
| 23-09 | LONG TERM DISABILITY | 121 | 109.36 | 90 | 726 | 591.91 | 82 | .00 | 1462 | 870.09 | 41 |
| 23-10 | FSA HEALTH | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 23-11 | FSA CHILDCARE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-99 | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23 ** | INSURANCES | 9879 | 6831.50 | 69 | 59274 | 37039.41 | 63 | .00 | 118579 | 81539.59 | 31 |
| 24-00 | WORKER'S COMPENSATION | 4412 | 1968.18 | 45 | 26472 | 12217.42 | 46 | .00 | 52954 | 40736.58 | 23 |
| 24 ** | WORKER'S COMPENSATION | 4412 | 1968.18 | 45 | 26472 | 12217.42 | 46 | .00 | 52954 | 40736.58 | 23 |
| 26-00 | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 26 ** | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 27-00 | BENEFIT OFFSET | 600 | 400.00 | 67 | 3600 | 2200.00 | 61 | .00 | 7200 | 5000.00 | 31 |
| 27 ** | BENEFIT OFFSET | 600 | 400.00 | 67 | 3600 | 2200.00 | 61 | .00 | 7200 | 5000.00 | 31 |
| 31-00 | PROFESSIONAL SERVICES | 20326 | 5.94 | 0 | 119480 | 16713.94 | 14 | 47062.43 | 241437 | 177660.63 | 26 |
| 31-01 | LEGAL EXPENSES | 41 | .00 | 0 | 246 | .00 | 0 | .00 | 500 | 500.00 | 0 |
| 31-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31 ** | PROFESSIONAL SERVICES | 20367 | 5.94 | 0 | 119726 | 16713.94 | 14 | 47062.43 | 241937 | 178160.63 | 26 |
| 34-00 | CONTRACT SERVICES | 3052 | .00 | 0 | 66658 | 45561.69 | 68 | 11940.57 | 84971 | 27468.74 | 68 |
| 34-10 | COST OF GENERAL FUND SVCS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34 ** | CONTRACT SERVICES | 3052 | .00 | 0 | 66658 | 45561.69 | 68 | 11940.57 | 84971 | 27468.74 | 68 |
| 39-00 | CONTINGENCY | 25670 | .00 | 0 | 154020 | .00 | 0 | .00 | 308049 | 308049.00 | 0 |
| 39 ** | CONTINGENCY | 25670 | .00 | 0 | 154020 | .00 | 0 | .00 | 308049 | 308049.00 | 0 |
| 40-00 | TRAVEL & PER DIEM | 237 | .00 | 0 | 1422 | .00 | 0 | .00 | 2850 | 2850.00 | 0 |
| 40 ** | TRAVEL & PER DIEM | 237 | .00 | 0 | 1422 | .00 | 0 | .00 | 2850 | 2850.00 | 0 |
| 41-00 | COMMUNICATION | 0 | .00 | 0 | 2076 | 271.83 | 13 | 1804.15 | 2076 | .02 | 100 |
| 41 ** | COMMUNICATION | 0 | .00 | 0 | 2076 | 271.83 | 13 | 1804.15 | 2076 | .02 | 100 |
| 42-00 | POSTAGE & FREIGHT | 41 | 28.86 | 70 | 246 | 36.71 | 15 | .00 | 500 | 463.29 | 7 |
| 42 ** | POSTAGE & FREIGHT | 41 | 28.86 | 70 | 246 | 36.71 | 15 | .00 | 500 | 463.29 | 7 |
| 43-00 | ELECTRIC/WATER/SEWER | 204 | 3605.72 | 1768 | 13776 | 5127.72 | 37 | 6428.58 | 15000 | 3443.70 | 77 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 43 ** | ELECTRIC/WATER/SEWER | 204 | 3605.72 | 1768 | 13776 | 5127.72 | 37 | 6428.58 | 15000 | 3443.70 | 77 |
| 44-00 | RENTALS AND LEASES | 208 | .00 | 0 | 1248 | .00 | 0 | .00 | 2500 | 2500.00 | 0 |
| 44 ** | RENTALS AND LEASES | 208 | .00 | 0 | 1248 | .00 | 0 | .00 | 2500 | 2500.00 | 0 |
| 45-00 | INSURANCE | 0 | 3699.16 | 0 | 7284 | 10982.62 | 151 | .00 | 14568 | 3585.38 | 75 |
| 45 ** | INSURANCE | 0 | 3699.16 | 0 | 7284 | 10982.62 | 151 | .00 | 14568 | 3585.38 | 75 |
| 46-00 | REPAIRS & MAINTENANCE | 3172 | 7579.79 | 239 | 62382 | 51888.06 | 83 | 8386.85 | 81414 | 21139.09 | 74 |
| 46-02 | REPAIR/MAINT BUILDING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46-03 | REPAIR/MAINT-VEHICLES | 8976 | 2810.01 | 31 | 53723 | 8685.33 | 16 | .00 | 107592 | 98906.67 | 8 |
| 46-15 | INSURED VEHICLE ACCIDENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46 ** | REPAIRS & MAINTENANCE | 12148 | 10389.80 | 86 | 116105 | 60573.39 | 52 | 8386.85 | 189006 | 120045.76 | 37 |
| 47-00 | PRINTING & BINDING | 41 | .00 | 0 | 246 | 219.44 | 89 | .00 | 500 | 280.56 | 44 |
| 47 ** | PRINTING & BINDING | 41 | .00 | 0 | 246 | 219.44 | 89 | .00 | 500 | 280.56 | 44 |
| 49-00 | OTHER CHARGES & OBLIG. | 22 | 2.57 | 12 | 132 | 3092.19 | 2343 | 70.20 | 267 | 2895.39- | 1184 |
| 49-07 | BAD DEBT EXPENSE | 0 | 151.54- | 0 | 0 | 997.57- | 0 | .00 | 0 | 997.57 | 0 |
| 49-15 | OBSOLETE INVENTORY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-31 | OVERHEAD ALLOCATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49 ** | OTHER CHARGES & OBLIG. | 22 | 148.97- | 677- | 132 | 2094.62 | 1587 | 70.20 | 267 | 1897.82- | 811 |
| 51-00 | OFFICE SUPPLIES | 41 | .00 | 0 | 246 | 89.46 | 36 | .00 | 500 | 410.54 | 18 |
| 51 ** | OFFICE SUPPLIES | 41 | .00 | 0 | 246 | 89.46 | 36 | .00 | 500 | 410.54 | 18 |
| 52-00 | OPERATING SUPPLIES | 933 | 735.08 | 79 | 5598 | 2093.12 | 37 | 1908.25 | 11203 | 7201.63 | 36 |
| 52-07 | JANITORIAL SUPPLIES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-30 | FUEL OIL & LUBRICANTS | 3426 | 3552.92 | 104 | 20556 | 30246.88 | 147 | .00 | 41118 | 10871.12 | 74 |
| 52-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52 ** | OPERATING SUPPLIES | 4359 | 4288.00 | 98 | 26154 | 32340.00 | 124 | 1908.25 | 52321 | 18072.75 | 66 |
| 53-00 | ROAD MATERIALS/SUPPLIES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 53 ** | ROAD MATERIALS/SUPPLIES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 54-00 | MEMBERSHIP/PUBLICATIONS | 0 | .00 | 0 | 650 | 650.00 | 100 | .00 | 750 | 100.00 | 87 |
| 54 ** | MEMBERSHIP/PUBLICATIONS | 0 | .00 | 0 | 650 | 650.00 | 100 | .00 | 750 | 100.00 | 87 |
| 55-00 | TRAINING | 400 | .00 | 0 | 2282 | 1395.52 | 61 | 125.00 | 4800 | 3279.48 | 32 |
| 55 ** | TRAINING | 400 | .00 | 0 | 2282 | 1395.52 | 61 | 125.00 | 4800 | 3279.48 | 32 |
| 56-15 | IT-RELATED OPERATING EXP | 21 | 230.00 | 1095 | 126 | 1380.00 | 1095 | .00 | 260 | 1120.00- | 531 |
| 56 ** | TECHNOLOGY SYSTEMS | 21 | 230.00 | 1095 | 126 | 1380.00 | 1095 | .00 | 260 | 1120.00- | 531 |
| 59-00 | DEPRECIATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 59 ** | DEPRECIATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61-00 | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61 ** | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-00 | INFRASTRUCTURE | 4538- | 159144.00 | 3507- | 328734 | 216015.17 | 66 | 129098.08 | 631358 | 286244.75 | 55 |
| 63-07 | IMPROVE OTHER THAN BLDG | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63 ** | INFRASTRUCTURE | 4538- | 159144.00 | 3507- | 328734 | 216015.17 | 66 | 129098.08 | 631358 | 286244.75 | 55 |
| 64-00 | MACHINERY & EQUIPMENT | 2229 | 17324.42 | 777 | 85098 | 29062.42 | 34 | 49349.00 | 98477 | 20065.58 | 80 |
| 64-15 | IT HARDWARE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 64 ** | MACHINERY & EQUIPMENT | 2229 | 17324.42 | 777 | 85098 | 29062.42 | 34 | 49349.00 | 98477 | 20065.58 | 80 |
| 65-00 | CONSTRUCTION IN PROGRESS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 65 ** | CONSTRUCTION IN PROGRESS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 69-99 | CONTRA FIXED ASSETS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 69 ** | PROPRIETARY FUND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72-00 | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72 ** | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-01 | TO GENERAL FUND (001) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-21 | TO WATER SEWER (421) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 91-30 | TO GF CAP PROJ (301) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91 ** | INTERFUND TRANSFER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 94-01 | TXFR TO GF OH ALLOC (001) | 0 | 24801.83 | 0 | 297622 | 148810.98 | 50 | .00 | 297622 | 148811.02 | 50 |
| 94 ** | INTERFUND TRANSFER | 0 | 24801.83 | 0 | 297622 | 148810.98 | 50 | .00 | 297622 | 148811.02 | 50 |
| FUND 423 | TOTAL ********* | | | | | | | | | | |
| | STORMWATER UTILITY | 120610 | 266366.22 | 221 | 1560499 | 827813.22 | 53 | 256173.11 | 2621678 | 1537691.67 | 41 |
| GRAND | TOTAL ********* | | | | | | | | | | |
| | | 120610 | 266366.22 | 221 | 1560499 | 827813.22 | 53 | 256173.11 | 2621678 | 1537691.67 | 41 |

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-251 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 4/12/2023 | | | **In control:** | City Council |
| **On agenda:** | 4/25/2023 | | | **Final action:** | |
| **Title:** | In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Change Order Authorizations 3-31-23.pdf | | | | |

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

# CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2023
Agenda Date: April 25, 2023
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

## BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of March 31, 2023. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

None

## PREVIOUS ACTION:

None

## RECOMMENDED MOTION:

Informational Item Only.

# FY2023 Change Orders - CM authorized to execute

applied to contingency

as of: 03/31/2023

| Project # | Project Description + Details | Construction contract not to exceed $ | Date Approved | Resolution # | Requisition # | Requisition $ by Account # | All Fiscal Years Cumulative | FY21 Cum. | FY22 Cum. | FY23 Cum. | FY2023 Expenditures | FY2022 Expenditures | FY2021 Expenditures |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **PW23PE - Cocoa Village Playhouse Elevator** | | | | | | | | | | | | | |
| Op. Rev. | | 74,143.00 | Total approved | 2023-025 | | | | | | | | | |
| Project Manager: Frank Marabito | | 7,060.00 | contingency and other costs authorized | | | | | | | | | | |
| account # | 001-3560-519.62-00 | 67,083.00 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | **Sapphire Elevator** | | | FY2023 | 46176 | 67,083.00 | | | | $ 67,083.00 | | | |
| | **PO # 80805** | | | | | | | | | | | | |
| | | **7,060** | | | | | | | | | | | |
| **WS23DF - Filter #3 IMS Cap & Media Replacement** | | | | | | | | | | | | | |
| Op. Rev. | | 466,533.37 | Total approved | 2023-020 | | | | | | | | | |
| Project Manager: | | 42,413.00 | contingency and other costs authorized | | | | | | | | | | |
| account # | 424-4020-536.63-00 | 424,120.37 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | **Elenis Contracting** | | | FY2023 | 46212 | 424,120.00 | | | | $ 424,120.00 | | | |
| | **PO # 80847** | | | | | | | | | | | | |
| | | **42,413** | | | | | | | | | | | |
| **PW23PF - Cocoa Village Playhouse Fire Alarm Panel** | | | | | | | | | | | | | |
| Op. Rev. | | 123,602.00 | Total approved | 2023-029 | | | | | | | | | |
| Project Manager: Frank Marabito | | 10,000.00 | contingency and other costs authorized | | | | | | | | | | |
| account # | 001-3560-519.64-00 | 113,602.00 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | **Integrated Fire** | | | FY2023 | 46235 | 113,602.45 | | | | | | | |
| | **PO #** | | | | | | | | | | | | |
| | | **10,000** | | | | | | | | | | | |
| **WS21VP - Viera Pump Station** | | | | | | | | | | | | | |
| Op. Rev. | | 917,070.00 | Total approved | 2023-015 | | | | | | | | | |
| Project Manag | David Veloza | 83,370.00 | contingency and other costs authorized | | | | | | | | | | |
| account # | 424-4055-536.63-00 | 833,700.00 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | **L7 Construction** | | | FY2023 | 46161 | 833,700.00 | | | | $ 833,700.00 | | | |
| | **PO#: 80814** | | | | | | | | | | | | |
| | | **83,370** | | | | | | | | | | | |
| **Caterpillar Generator Service** | | | | | | | | | | | | | |
| Op. Rev. | | 90,000.00 | Total approved | 2023-10 | | | | | | | | | |
| Project Manager: | | 20,000.00 | contingency and other costs authorized | | | | | | | | | | |
| account # | 421-4020-536.34-00 | 70,000.00 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | **Ring Power-Orlando** | | | FY2023 | 45941 | 70,000.00 | | | | $ 70,000.00 | | | |
| | **PO #: 80647** | | | | | | | | | | | | |
| | | **20,000** | | | | | | | | | | | |
| **ES23NC - Hurricane Nicole** | | | | | | | | | | | | | |
| Op. Rev. | | 98,400.00 | | 2022-130 | | | | | | | | | |
| Project Manager: Frank Marabito | | 16,400.00 | contingency and other costs authorized | | | | | | | | | | |
| account # : | 001-1601-525.46-00 | 82,000.00 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | **TSI Disaster Inc** | | | FY2023 | 45793 | 82,000.00 | $ 82,000.00 | | | $ 82,000.00 | $ 28,800.00 | | |
| | **PO #: 80526** | | | | | | | | | | | | |
| | | **16,400** | | | | | | | | | | | |
| **WS21BL - Wewa Sodium Hypo Tank** | | | | | | | | | | | | | |
| Op. Rev. | | 439,976.00 | | 2022-133 | | | | | | | | | |
| Project Manager: Sean McFarland | | 39,998.00 | contingency and other costs authorized | | | | | | | | | | |
| account # | 424-4020-536.64-00 | 399,978.00 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | **Odyssey Manufacturing, Co.** | | | FY2023 | 45802 | 399,978.00 | | | | $ 399,978.00 | | | |
| | **PO # 80495** | | | | | | | | | | | | |
| | | **39,998** | | | | | | | | | | | |
| **WS21SC - Sea Ray Bridger Drive Water Main Relocation** | | | | | | | | | | | | | |
| Op. Rev. | | 4,839,475.89 | | 2022-134 | | | | | | | | | |
| Project Manager: John Perrin | | 439,952.35 | contingency and other costs authorized | | | | | | | | | | |
| account # | 424-4055-536.63-00 | 4,399,523.54 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | **Atlantic Devlopment Cocoa** | | | FY2023 | 45843 | 4,399,523.54 | $ 4,399,523.54 | | | $ 4,399,523.54 | $ 38,928.26 | | |
| | **PO # 80537** | | | | | | | | | | | | |
| | | **439,952** | | | | | | | | | | | |
| **SW08PL - CIPP** | | | | | | | | | | | | | |
| Op. Rev. | | 175,248.00 | | 2022-117 | | | | | | | | | |
| Project Manag | Bryant Smith | 290.75 | contingency and other costs authorized | | | | | | | | | | |
| account # | 423-3570-538.63-00 | 159,709.25 | exp authorized before contingency | | | | Cumulative | FY21 Cum | FY22 cum | FY23 cum | | | |
| | | | | FY2023 | 45292 | 159,709.25 | $ 159,709.25 | | | $ 159,709.25 | $ 159,144.00 | | |
| | **Inliner Solutions PO # 80264** | | | CO #1 | 45762 | 15,248.00 | $ 15,248.00 | | | $ 15,248.00 | | | |
| | | **291** | | | | | | | | | | | |

| Project # | Project Description + Details | Construction contract not to exceed $ | Date Approved | Resolution # | Requisition # | Requisition $ by Account # | All Fiscal Years Cumulative | FY21 Cum. | FY22 Cum. | FY23 Cum. | FY2023 Expenditures | FY2022 Expenditures | FY2021 Expenditures |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **WS17FC - PLC Upgrade Belt Filter** | | | | | | | | | | | | | |
| Op. Rev. | | 164,105.00 | | 22-084 | | | | | | | | | |
| Project Manager: | | 21,405.00 | contingency and other costs authorized | | | | | | | | | | |
| account # | 421-4020-536.63-00 | 142,700.00 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | **CC Control Corp** | | | FY2022 | 45427 | 142,700.00 | $ 142,700.00 | | $ 142,700.00 | $ 127,000.00 | $ 15,700.00 | $ - | |
| | **PO# 80167** | **21,405** | | | | | | | | | | | |
| **WS22AR** | Rexa Limitorque Actuator | | | | | | | | | | | | |
| Op. Rev. | | 54,723.00 | | 2022-047 | | | | | | | | | |
| Project Manager: | | 4,975.00 | contingency and other costs authorized | | | | | | | | | | |
| account # | 421-4020-536.64-00 | 49,748.00 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | **Pro Co** | | | FY2023 | 46197 | 34,411.25 | $ 49,748.00 | | $ 49,748.00 | | | $ - | |
| | **PO# 80799** | **4,975** | | | | | | | | | | | |
| **PW00CC** | HVAC Civic Center | | | | | | | | | | | | |
| Op. Rev. | | 110,895.00 | | 2022-028 | | | | | | | | | |
| Project Manager: | | 30,800.00 | contingency and other costs authorized | | | | | | | | | | |
| account # | 001-3560-519.64-00 | 80,095.00 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | **Cortez Heating & Air** | | | FY2022 | 44558 | 80,095.00 | $ 100,890.00 | | $ 100,890.00 | | | | |
| | **PO# 79572** | | | C/O # 1 | 44656 | 20,795.00 | | | | | | | |
| | | **10,005** | | | | | | | | | | | |
| **GR2108** | Fiske Blvd/Broadmoor Acres Drainage Improvement | | | | | | | | | | | | |
| Op. Rev. | | 289,131.70 | 3/22/2022 | 2022-025 | | | | | | | | | |
| Project Manager: | | 26,284.70 | contingency and other costs authorized | | | | | | | | | | |
| account # | 303-3570-538.63-08 | 262,847.00 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | 424-4055-536.63-08 | | | | | | | | | | | | |
| | **Tiera Inc.** | | | FY2022 - 303 | 44454 | 197,135.00 63-08 | $ 262,847.00 | | $ 262,847.00 | | | | |
| | **PO# 79493** | | | FY2022-424 | 44454 | 65,712.00 63-01 | | | | | | | |
| | | **26,285** | | | | | | | | | | | |
| **GR2102** | Lift Station #1 Replacement | | | | | | | | | | | | |
| Op. Rev. | | 718,638.00 | 12/14/2021 | 2021-124 | | | | | | | | | |
| Project Manager: | | 65,331.00 | contingency and other costs authorized | | | | | | | | | | |
| account # | 424-4055-536.63-06 | 653,307.00 | exp authorized before contingency | | | | Cumulative | | FY22 cum | FY23 cum | | | |
| | **Carr & Collier** | | | FY2022 | 44236 | 653,307.00 | $ 653,307.00 | | | $ 653,307.00 | $ 301,872.59 | $ 217,135.23 | |
| | **PO # 079254** | | | | | | | | | | | | |
| | | **65,331** | | | | | | | | | | | |
| **WS18MI** | PINEDA | | | | | | | | | | | | |
| Op. Rev. | | 12,066,069.40 | 11/30/2021 | 21-112 | | | | | | | | | |
| Project Manager: | City of Melbourne | 1,096,915.40 | contingency and other costs authorized | | | | | | | | | | |
| account # | 426-4055-536.63-00 | 10,969,154.00 | exp authorized before contingency | | | | Cumulative | FY21 cum | FY22 cum | FY23 cum | | | |
| | 421-4055-536.63-00 | | | | | | | | | | | | |
| | **City of Melbourne** | | | FY2021 | WIRE | 10,969,154.00 | $ 11,651,222.85 | $ 10,969,154.00 | $ 485,192.24 | $ 196,876.61 | $ 196,876.61 | $ 485,192.24 | $ 10,969,154.00 |
| | **WIRE** | | | CO#1 | WIRE | (399,159.24) | | | | | | | |
| | | | | CO #2 | WIRE | (86,033.00) | | | | | | | |
| | | | | CO#3 | WIRE | 95,700.00 | | | | | | | |
| | | | | CO#4 | WIRE | (43,588.55) | | | | | | | |
| | | | | CO#5 | WIRE | (6,950.00) | | | | | | | |
| | | | | CO#5b | WIRE | (14,539.00) | | | | | | | |
| | | | | CO#6 | WIRE | (69,457.00) | | | | | | | |
| | | **572,888.61** | | | | | | | | | | | |
| **WS21FM - FDOT project SR 528** | | | | | | | | | | | | | |
| Op. Rev. | | 256,410.00 | 12/8/2020 | 2020-250 | | | | | | | | | |
| Project Manager: | | 23,310.00 | contingency and other costs authorized | | | | | | | | | | |
| account # | 421-4055-536.63-00 | 233,100.00 | exp authorized before contingency | | | | Cumulative | FY21 cum | FY22 cum | FY23 cum | | | |
| | **Danus Utility** | | | FY2021 | 42151 | 233,100.00 | $ 233,100.00 | | $ 233,100.00 | $ 233,100.00 | $ 150,000.00 | $ 79,596.96 | |
| | **Contractor PO# 77555** | | | | | | | | | | | | |
| | | **23,310** | | | | | | | | | | | |
| **WS1222** | BNR Process Improvements | | | | | | | | | | | | |
| Op. Rev. | | 2,019,049.00 | 2/22/2022 | 2022-018 | | | | | | | | | |
| Project Manager: | | 511,048.00 | contingency and other costs authorized | 2022-092 | | | | | | | | | |
| account # | 424-4120-536.63-00 | 1,508,001.00 | exp authorized before contingency | | | | Cumulative | FY21 cum | FY22 cum | FY23 cum | | | |
| | **E&D Contracting Services Vendor #10461** | | | FY2022 | 44517 | 1,508,001.00 | $ 1,979,440.00 | | $ 1,944,049.00 | $ 35,391.00 | $ 803,612.18 | $ 507,911.04 | |
| | **PO# 079480** | | | C/O#1 | 45144 | 436,048.00 | | | | | | | |
| | | | | C/O#2 | 45887 | 30,015.00 | | | | | | | |
| | | **39,609** | | C/O#3 | 46074 | 5,376.00 | | | | | | | |

| Project # | Project Description + Details | Construction contract not to exceed $ | Date Approved | Resolution # | Requisition # | Requisition $ by Account # | All Fiscal Years Cumulative | FY21 Cum. | FY22 Cum. | FY23 Cum. | FY2023 Expenditures | FY2022 Expenditures | FY2021 Expenditures |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **WS1001** | Industrial Park Pump Station | | | | | | | | | | | | |
| Op. Rev. | | 4,889,500.00 | 11/25/14, VIII.8 | 2014-138 | | | | | | | | | |
| Project Manager Utilities | | 444,500.00 | 10% contingency authorized | | | 63-00 | | | | | | | |
| account #421-4055-536.63-00 | | 4,445,000.00 | exp authorized before contingency | | | | Cumulative | FY21 cum | FY22 cum | FY23 cum | | | |
| | **Brandes Design-Build. PO #67318/69608/71924** | | FY15 PO Issue | FY 2015 | 26451 | 4,445,000.00 | 4,445,000.00 | | | | | | |
| | Bid No. B-15-01-COC | | *CO #1 for electric actuated butterfly valves* | FY 2015 | 27931 | 41,985.41 | 4,486,985.41 | | | | | | |
| | | | *CO#2 for necessary modifications to electrical design* | FY 2015 | 28332 | 14,574.50 | 4,501,559.91 | | | | | | |
| | Quentin Hampton P.O. #67460/69493 | | *PO **65207** FY15 Year-End PO Liquidation* | | | (1,542,102.38) | 2,959,457.53 | | | | | | |
| | | | *FY16 PO Issue PO# **67318*** | FY2016 | 29192 | **1,542,102.38** | 4,501,559.91 | | | | | | |
| | **Mead & Hunt (formerly QLH) PO #70943/71880** | | *TO 2015-67 P.O. **67455** TO CH2M for Scada Programing* | | 29315 | 21,434.07 | 4,522,993.98 | | | | | | |
| | | | *PO# **67460** to QLH for SDC* | | 29381 | 53,001.11 | 4,575,995.09 | | | | | | |
| | **CH2M Hill PO #67455/** | | *CO # 1 PO **67460** Additional Services Industrial Park* | | 29593 | 23,033.00 | 4,599,028.09 | | | | | | |
| | | | *CO#1 PO **67318*** | | 29647 | **53,686.38** | 4,652,714.47 | | | | | | |
| | **RM Packard $ Assoc. Inc. 73686** | | *CO#2 install electronic indicators PO **67318*** | | 30007 | **8,917.65** | 4,661,632.12 | | | | | | |
| | | | *CO#2 additional inspection services PO# **67460*** | | 30758 | 18,000.00 | 4,679,632.12 | | | | | | |
| | | | *PO 67318 FY16 Year-End PO Liquidation* | | | (806,347.80) | 3,873,284.32 | | | | | | |
| | | | *PO 67460 FY16 Year-End PO Liquidation* | | | (26,064.34) | 3,847,219.98 | | | | | | |
| | | | *PO 67455 FY16 Year-End PO Liquidation* | | | (12,619.15) | 3,834,600.83 | | | | | | |
| | | | *PO#69493 Quentin Hampton (reissue PO#67460)* | FY 2017 | 31910 | 26,064.34 | 3,860,665.17 | | | | | | |
| | | | *PO#69608 Brandes Design-Build (reissue PO#67318)* | | 31980 | 806,347.80 | 4,667,012.97 | | | | | | |
| | | | *PO#69493 QLH liquidated balance; reissue to Mead and Hunt* | | 33725 | (11,284.39) | 4,655,728.58 | | | | | | |
| | | | *PO#70943 Mead & Hunt (reissue PO#69493)* | | 33736 | 11,284.39 | 4,667,012.97 | | | | | | |
| | | | | | | | 4,667,012.97 | | | | | | |
| | | | *PO#69608 Brandes Design-Build (reissue PO#67318)* | | 31980 | (420,315.30) | 4,246,697.67 | | | | | | |
| | | | *PO#70943 Mead & Hunt (reissue PO#69493)* | | 33736 | (9,984.39) | 4,236,713.28 | | | | | | |
| | | | *PO#71924 Brandes Design-Build (reissue PO#69608)* | FY2018 | 34892 | 420,315.30 | 4,657,028.58 | | | | | | |
| | | | | | 34893 | 9,984.39 | $ 4,667,012.97 | | | | | | |
| | | | *PO#73686* | FY2019 | | 1,000.00 | | | | | | | |
| | | **209,868** | ^contingency balance--> | | | | | | | | | | |