City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, April 12, 2022

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 22-171 Approve the Agenda for the Regular meeting of April 12, 2022, as presented or with amendments.

Attachments: 04-12-2022 Short Agenda ADA.pdf

MINUTES:

II.2(a) 22-172 Approve the Minutes of the Regular meeting of February 22, 2022, as written or with amendments..

Attachments: 02-22-2022 Minutes_ADA.pdf

Exhibit A-Cocoa Cares Green Team Statement.pdf

II.2(b) 22-174 Approve the Minutes of the Regular meeting of March 8, 2022, as written or with amendments.

Attachments: 03-08-2022 Minutes ADA.pdf

Exhibit A-Statement from J. McCluney.pdf

Exhibit B-Statement from L. Dolphin.pdf

III. AWARDS AND PRESENTATIONS:

III.1 22-164

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 22-133

To Approve a Resolution Amending the FY 2022 Budget Transferring Funds from the Dyal Water Treatment Plant (WTP) Chemicals Account 421-4020-536.52-09 to the Operating Supplies Account 421-4020-536.52-00 (BAF#22-061-T)

Attachments: Budget Resolution.pdf

BAF 22-061-T-UT-SCADA Upgrades and Painting (4-12-22) Agenda 22-133.pdf

V.2 22-146

Approve a Resolution adopting the State Fiscal Year (SFY) 2022-2025 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2022-2025 SHIP LHAP.

Attachments: City of Cocoa LHAP 2022-2025.doc

City of Cocoa Housing Policies- tentative 3-22-2022.docx

2022 Exhibit A.xls

2022 Exhibit B.docx

2022 Exhibit C.xlsx

2022 Exhibit D.doc

2022 Exhibit E.doc

V.3 22-169

To Approve an Amendment to Contract B-20-01-COC with Kemira Water Solutions Inc. to Accept an Off-Cycle Price Increase of 28% for the Purchase of Ferric Sulphate Bringing the Price up from $255.00 per Dry Ton to $326.40 per Dry Ton due to Extraordinary Market Conditions Surrounding Raw Material and Transportation Costs.

Attachments: Cocoa 3rd amendment 3-14-22.pdf

B-20-01-COC Kemira-Executed Original & Amend # 1.pdf

B-20-01-COC Kemira - Executed Amend # 2.pdf

V.4 22-170

To Approve the Eighth Amendment to Purchase Agreement and Fee Schedule to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2021 through September 30, 2022

Attachments: 2021-09-23 Amendment #8 signed by JAC.pdf

WRA Original Contract.pdf

V.5 22-177 To Approve Change Order #2 to P.O. 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

Attachments:
Billing and Fee Arrangements Kirwin Norris.pdf
PO 77494.pdf
PO 77494-1.pdf

V.6 22-182 Request Council to award Bid # B 22-08-COC to the lowest and responsive bidder Cortez Heating & Air LLC for the A/C Replacements at the City of Cocoa Civic Center in the amount of $80,095 and Authorize the City Manager to sign the Construction Agreement. Approve a Resolution Amending the FY 2022 Budget, BAF # 22-067-A. Approve a Project Contingency Resolution for issuing the purchase order, and approval of any Change Orders not to exceed $10,005.

Attachments:
Bid Tabulation Sheet.pdf
Cortez Heating and Air LLC B-22-08-COC.pdf
Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-067-A-PW-HVAC Units Civic Center (4-12-22) Agenda 22-182.pdf
Cortez Contingency Agenda 22-182 - Reso 2022-.docx

V.7 22-183 Approve a resolution amending the current FY 2021-2022 budget, BAF # 22-047-A & T, for the mid-year budget review and cleanup, through the use of fund balance reserves, contingency and/or transfers between object classifications, within each fund. (Finance Director)

Attachments:
Budget Resolution FY 2022.docx
BAF 22-047-A-FN-MidYear Cleanup (4-12-22) Agenda 22-183.pdf
BAF 22-047-A-Tracking Sheet.pdf
BAF 22-047-T-FN-MidYear Cleanup (4-12-22) Agenda 22-183.pdf
BAF 22-047-T-Tracking Sheet.pdf

V.8 22-189 Consider approving the First Modification to a Binding Development Agreement between the City of Cocoa and M&R United, Inc. granting a seven-month extension of time to complete final site plan approval, and a related extension of time to receive building permits and commence construction, of a Single-Story Commercial Building consisting of a retail strip center, anchored by a nationally-recognized coffee shop chain with a drive-through store located on S.R. 520 within the Cocoa Village.

Attachments: First Modification to Starbucks Development Agreement.pdf
Site Plan Copy 3 2022
DA - M & R United (RECORDED).pdf

V.9 22-198 Approve a Resolution allowing an affordable housing land use on parcel 24-36-20-00-289 under Section 166.04151, Florida Statutes, subject to the zoning standards and requirements of the RU-2-15 zoning and other terms and conditions stated in the Resolution.

Attachments: Resolution 2022- Authorizing Affordable Housing.pdf
Exhibit A - Orchid Lake FS 166.04151 Rezoning Request.pdf
Exhibit B - Description of project and property.pdf
Exhibit C - site and concept plan.pdf
Exhibit D - 2021 Florida Statute 166-04151.pdf
Exhibit E - Orchid Lake_2021-293CSN_Final Order.pdf
Exhibit F - Carryover Agreement Orchid Lake_2021-293CSN_.pdf
Exhibit G - HTG Bio.pdf
Exhibit H - Orchid Lake Market Study Aug 2021.pdf

MULTI-YEAR CONTRACTS:

V.10(b) 22-134 To approve an exemption to competitive bidding between the City of Cocoa and First Mobile Trust, LLC for credit card settlement and utility bill printing, mailing, and online presentment. To authorize the City Manager to execute a 3 year multi-year contract addendum and additional 2 2-year extensions, if desired.

Attachments: First Amendment to Master Services Agreement.pdf
07_08_2020 Agreement Extension.pdf
Second Amendment City of Cocoa -2-14-22.pdf
First Mobile Trust Exemption Resolution.doc

V.11(b) 22-163 To Approve Participation in a Cooperative Purchase Agreement with Competitive Air & Heat, LLC, Satellite Beach, FL for HVAC & Ice Machine Services Utilizing Brevard County Purchasing Services, FL. Contract No. B-2-19-94. Effective Through 08/14/2022 with the Option to Renew for Two (2) Additional One (1) Year Periods; Authorize the City Manager to Sign the Contract(s) and Renewal(s) for Each Subsequent Fiscal Year

Attachments: Brevard County Contract B21994.pdf
COI - Workers Comp.pdf
MOU.pdf
SIGNED E Verify Affidavit.pdf
Competetive Air & Heat COI exp. 1.16.23.pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. B-2-19-94.

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 22-173 As recommended by the Code Enforcement Board and Staff, approve the current Code Enforcement Lien for the residence located at 506 Abbey Lane, be reduced to $969.77.

Attachments: Lien Reduction Appl.pdf
Added documents.pdf
Signed Board Orders.pdf
Order Imposing.pdf
Staff Report for Lien Reduction-506abbey.docx
Cost Affidavit Form -506abbey.xlsx

VII.2 22-184 Consider the appointment of (1) one of the following applicants as a Regular member to the Diamond Square CRA for a one (1) year term: Sean Johnson, Crystal McQueen, Amy Robinson or Michael Simpson.

Attachments: Diamond Square CRA.pdf
Sean Johnson Board Application.pdf
Crystal McQueen Board Application.pdf
Amy Robinson Board Application.pdf
Michael Simpson Board Application.pdf

VIII. CITY BUSINESS:

VIII.1 22-208 Council approval of the purchase of two (2) parcels on Oleander Street for the purposes of constructing a municipal parking lot with approximately 73 spaces in the amount of $65,000 each (total $135,000) and, pursuant to s. 166.045, Florida Statutes, waive the requirement to obtain an appraisal for the purchase of 218 Oleander Street. Authorize the City Manager to negotiate the purchase of the two parcels with the respective owners and to execute the respective purchase agreements in a form acceptable to the City Attorney.

Attachments: Exhibit A: Land Appraisal 216 Oleander St

Exhibit B: Oleander Street Parking Layout - Conceptual

IX. INFORMATIONAL AGENDA:

IX.1 22-194 Informational Item Only

Attachments: March 2022 Calls For Service By Incident Type.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 #:	22-171	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/24/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 12, 2022, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-12-2022 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2022
Agenda Date: April 12, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 12, 2022, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of April 12, 2022, as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: April 12, 2022
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 12, 2022. (22-171)

2. Minutes: (a) Regular Meeting of February 22, 2022 (22-172)
(b) Regular Meeting of March 8, 2022 (22-174)

III. Awards and Presentations:

1. Citizens Academy Graduation Presentation. (22-164). (PIO/ Asst. to the City Manager)

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.

This Agenda may be Amended up until or at the Meeting

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

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY 2022 Budget Transferring Funds from the Dyal Water Treatment Plant (WTP) Chemicals Account 421-4020-536.52-09 to the Operating Supplies Account 421-4020-536.52-00 (BAF#22-061-T). (22-133). (Utilities Director)

2. Approve a Resolution adopting the State Fiscal Year (SFY) 2022-2025 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2022-2025 SHIP LHAP. (22-146). (Community Services Director)

3. Approve an Amendment to Contract B-20-01-COC with Kemira Water Solutions Inc. to Accept an Off-Cycle Price Increase of 28% for the Purchase of Ferric Sulphate Bringing the Price up from $255.00 per Dry Ton to $326.40 per Dry Ton due to Extraordinary Market Conditions Surrounding Raw Material and Transportation Costs. (22-169). (Utilities Director)

4. Approve the Eighth Amendment to Purchase Agreement and Fee Schedule to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2021 through September 30, 2022. (22-170). (Utilities Director)

5. Approve Change Order #2 to P.O. 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. (22-177). (Utilities Director)

6. Award Bid # B 22-08-COC to the lowest and responsive bidder Cortez Heating & Air LLC for the A/C Replacements at the City of Cocoa Civic Center in the amount

of $80,095 and Authorize the City Manager to sign the Construction Agreement. Approve a Resolution Amending the FY 2022 Budget, BAF # 22-067-A. Approve a Project Contingency Resolution for issuing the purchase order, and approval of any Change Orders not to exceed $10,005. (22-182). (Public Works Director)

7. Approve a resolution amending the current FY 2021-2022 budget, BAF # 22-047-A & T, for the mid-year budget review and cleanup, through the use of fund balance reserves, contingency and/or transfers between object classifications, within each fund. (22-183). (Finance Director)

8. Consider approving the First Modification to a Binding Development Agreement between the City of Cocoa and M&R United, Inc. granting a seven-month extension of time to complete final site plan approval, and a related extension of time to receive building permits and commence construction, of a Single-Story Commercial Building consisting of a retail strip center, anchored by a nationally-recognized coffee shop chain with a drive-through store located on S.R. 520 within the Cocoa Village. (22-189). (Community Services Director)

9. Approve a Resolution allowing an affordable housing land use on parcel 24-36-20-00-289 under Section 166.04151, Florida Statutes, subject to the zoning standards and requirements of the RU-2-15 zoning and other terms and conditions stated in the Resolution. (22-198). (Community Services Director)

(B) Multi-Year Contracts:

10. Approve an exemption to competitive bidding between the City of Cocoa and First Mobile Trust, LLC for credit card settlement and utility bill printing, mailing, and online presentment. To authorize the City Manager to execute a 3 year multi-year contract addendum and additional 2, 2-year extensions, if desired. (Finance Director) (22-134). (Finance Director)

11. Approve Participation in a Cooperative Purchase Agreement with Competitive Air & Heat, LLC, Satellite Beach, FL for HVAC & Ice Machine Services Utilizing Brevard County Purchasing Services, FL. Contract No. B-2-19-94. Effective Through 08/14/2022 with the Option to Renew for Two (2) Additional One (1) Year Periods; Authorize the City Manager to Sign the Contract(s) and Renewal(s) for Each Subsequent Fiscal Year. (22-163). (Public Works Director)

VI. Public Hearings:

None.

VII. Council Business:

1. As recommended by the Code Enforcement Board and Staff, approve the current Code Enforcement Lien for the residence located at 506 Abbey Lane, be reduced to $969.77. (22-173). (Chief of Police)

2. Consider the appointment of (1) one of the following applicants as a Regular member to the Diamond Square CRA: Crystal McQueen, Amy Robinson or Michael Simpson. (22-184). (Administrative Services Director)

VIII. City Business:

1. Council approval of the purchase of two (2) parcels on Oleander Street for the purposes of constructing a municipal parking lot with approximately 73 spaces in the amount of $65,000 each (total $135,000) and, pursuant to s. 166.045, Florida Statutes, waive the requirement to obtain an appraisal for the purchase of 218 Oleander Street. Authorize the City Manager to negotiate the purchase of the two parcels with the respective owners and to execute the respective purchase agreements in a form acceptable to the City Attorney. (22-208). (Community Services Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Calls for service provided by the Cocoa Fire Rescue Department for the month of March 2022. (22-194). (Fire Chief)

X. Reports:

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

XI. Adjournment:

XII. Notice To The Public:

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

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On agenda:	4/12/2022			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of February 22, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
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Attachments:	02-22-2022 Minutes_ADA.pdf Exhibit A-Cocoa Cares Green Team Statement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2022
Agenda Date: April 12, 2022
Prepared By: Carie Shealy, City Clerk
Through: Department Director
Requested Action:
Approve the Minutes of the Regular meeting of February 22, 2022, as written or with amendments..

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of February 22, 2022, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

February 22, 2022

A Regular City Council Meeting was held on Tuesday, February 22, 2022, 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.

Thomas Cole provided the invocation and students from Cocoa High School 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:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Charlene Neuterman, Interim Community Services Director; Pat Dovale, Commander/Police Department; Abigail Morgan, Acting Public Works Director; Rebecca Bowman, Finance Director; Mitch Lawyer, Tech Services Supervisor; Samantha Senger, Assistant to the City Manager/PIO; Erik Montgomery, Helpdesk Support Tech, and Sam Shaller, Fire Inspector.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 22, 2022. (22-88)

2. Minutes: (a) City Council Workshop/Retreat of January 5, 2022 (22-89)
(b) Regular Meeting of January 11, 2022 (22-92)
(c) Regular Meeting of January 25, 2022 (22-93)

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to amend the Agenda for the Regular meeting of February 22, 2022 by moving Item VIII.2 to be heard after the Consent Agenda.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the Minutes for the City Council/Workshop Retreat of January 5, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve the Minutes of the Regular meeting of January 11, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the Minutes of the Regular meeting of January 25, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Business Recognitions for Cocoa High School Senior Class fundraising efforts. (22-98). (City Manager)

City Manager Whitten announced that Milton Perez and Ni'Liyah Mayo, the President and Vice President of the Cocoa High School Senior Class were in attendance. He reminded Council that last month they came forward asking for help to fund their senior class, as traditional fundraising efforts were impacted by Covid. They requested $4,000 and thanks to community partners they have raised those funds. He named some of the businesses that helped out and the students

thanked them all for the support. With their help they can now have a remarkable and memorable graduation. They will continue with fundraisers to help as well.

2. Space Coast Fire Chiefs Fire Inspector of the Year Sam Schaller. (22-112). (Fire Chief)

Chief Lamm introduced Sam Shaller and announced that he was recently named the “Space Coast Fire Chief’s Inspector of the Year”. Chief Lamm advised that in one month he can do over 300-400 inspections. He has a great demeanor with the citizens and Chief Lamm reiterated their pride in him receiving this award.

Mr. Schaller thanked everyone in the community as well as Council for their support.

IV. Delegations:

Janice Smith, Cocoa, Florida, spoke about the planting and saving of trees. She advised that on SR 524 there is a lot of development happening which includes clear cutting. She explained what clear cutting is and that while it may be cost effective, it can result in astronomical long-term costs and creates damage to the environment. She further spoke about a program where a city gives out trees and helps them plant them. She urged the banning of clear cutting, for the City to develop a tree ordinance, and to adopt a tree planting strategy.

Dr. John Niland, 121 Orchid Place, Orchid, Florida, representating Solutions Environmental & Energy. He spoke about fluoride and how it reduces the IQ in our children. He provided further reasons why fluoride was dangerous.

Kristin Lortie, Cocoa, Florida, District 3, is the moderator of Cocoa Cares Green Team and Cocoa Cares Citizens Group. She spoke about advocacy on planning and participation. She mentioned the recent change on the Sustainability Advisory Board. Ms. Lortie advised that she had attended the Titusville Strategic Planning Workshop on Saturday and there was a lot of community participation. She believed it was a worthwhile event and was advocating for something like this in Cocoa and she told the City of Titusville about the Citizen’s Academy. She further requested a community planning workshop in Cocoa and reminded everyone that there is a Cocoa Cares meeting this Saturday. She asked the City to join them and commended Councilmember Koss and Deputy Mayor Hearn for having community events. She showed their SWOT analysis that they came up with and would like to join in the City’s planning efforts.

Theresa Clifton, Brevard Humane Society, shared that they are having their 16th Annual Mardi Gras in the Park event this weekend, on Sunday, from 10 am until 4 pm. Additionally, the Humane Society would be celebrating seventy years and they are a no-kill community. She advised that the building on Cox Road was old and has issues and they are looking for those in the community who would like to help them improve that building. They appreciated any support for the Humane Society.

Buzz Romprey, former Fire Chief, announced that on April 2nd is the BBQ for the Sharing Center in Cocoa. It will help support the backpack program for children. It will be at F. Burton Smith Park and is from 11 a.m. until 5:30 p.m.

Morgana Starr, owner of Anger's Oasis in Cocoa Village, spoke about their business and all that it offers and stated that they are willing to help in fundraising and asked that people be referred to them. They are located in the Thread Needle Mall.

V. Consent Agenda:

City Manager Whitten pointed out that Item V.3 is actually a Multi-Year contract.

(A) General Consent Items:

1. Approve an Amended Task Order and Change Order to Goodson Paving, Inc. for additional concrete work related to annual sidewalk and curb maintenance. (22-113). (Public Works Director)

2. Approve the Second Amendment to Purchase Agreements to RFQ-17-16-COC, Continuing Service Agreements with DRMP, Inc., Mead & Hunt, Inc., and Hazen and Sawyer, P.C. for Engineering Services for Design, Permitting, and Services During Construction of Utility Conveyance System Upgrades & Expansion. (22-28). (Utilities Director)

3. Approve a contract with E&D Contracting Services, Savannah, Georgia for the repairs to the failing tank coating at the Sellers Water Reclamation Facility, Project No. WS1222 in the Amount of $1,508,001; To Authorize the City Manager and City Attorney to directly negotiate the Contract; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $150,801 (10% of the Contract Amount) for a Total Project Cost of $1,658,802; To Approve as a Multi-Year Contract from FY2022 through FY2023;

To Approve a Resolution Amending the FY22 Budget, BAF# 22-046-A. (22-78). (Utilities Director)

4. Approve Task Order 2022-25 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance. (22-81). (Utilities Director)

5. Approve a Resolution to Waive the Competitive Bid Process for the Purpose of Making a Sole Source Purchase for $112,290 for Engineering Services During Construction from Woods Engineering, Inc. (WEI), Jacksonville, Florida, Related to the Sellers Water Reclamation Facility BNR Tank Coating Failure Repairs, Project WS1222. (22-84). (Utilities Director)

6. Approval to award RFP P-22-03-COC to Tierra, Inc. for Construction, Engineering and Inspection (CEI) Services for the oversight of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. Authorize the City Manager to negotiate and authorize a contract up to but not exceeding the bid amount of $252,212. 22-90). (Public Works Director)

7. Approval to accept transfer of ownership of a FireBlast fire training simulator from the City of Punta Gorda, Florida. Approve a Resolution Amending the FY22 Budget. BAF# 22-051-T. (22-95). (Fire Chief)

(B) Multi-Year Contracts:

8. Approve Participation in a Cooperative Purchasing Agreement with Goodson Paving, Inc., Cocoa, Florida, Utilizing Brevard County Bid No. B-6-20-57/Asphaltic Concrete Effective August 22, 2020 through August 21, 2021 - Renewal August 22, 2021 Through August 22, 2022. (22-57). (Utilities Director)

9. Approve a Cooperative Purchase Agreement with Ring Power, Palm Bay, Florida, to Provide Annual Maintenance and Technical Analysis Services for Twenty-One (21) Generators Operated by the Dyal Water Treatment Plant Utilizing the National Joint Powers Alliance Contract 120617-CAT, effective January 29, 2018 through January 29, 2022 - Renewal January 29, 2022 Through January 29, 2023; To Approve a Resolution Amending the FY22 Budget, BAF# 22-048-T. (22-83). (Utilities Director)

*** 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)

The following Item VIII.2 was moved from City Business:

Approve a Resolution naming the Emma Jewel / Diamond Square CRA Master Stormwater Pond the Thomas Cole Stormwater Recreation Area. Approve a Resolution Amending the FY22 Budget, to fund the purchase and installation of signage as part of this dedication, BAF#22-049-A. (22-82). (Public Works Director)

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Cole noted that this Thursday night was the 9th annual Black History Program. All scholars will be putting on the show. He invited all to attend. He thanked them for the honor of the pond being named after him.

Mr. Cole's son spoke and noted how proud he was of his father.

VI. Public Hearings:

1. Consideration of Second and Final Reading (Ordinance 15-2021) of the City of Cocoa, Brevard County, Florida; consistent with Florida Statute, Section 163.3177, adopting a Private Property Rights Element as a new section into the City of Cocoa's Comprehensive Plan. (22-20). (Interim Community Services Director)

Attorney Garganese read Ordinance No. 15-2021 into the record, by title only as follows. He advised that this was the second and final reading of the ordinance. There have been no changes since first reading. After the first reading this was transmitted to the State Land Planning Agency for approval.

ORDINANCE NO. 15-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE TEXT OF THE CITY'S COMPREHENSIVE PLAN TO INCLUDE A PROPERTY RIGHTS ELEMENT AS

REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

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

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve Ordinance No. 15-2021 on second and final reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consideration of Second and Final Reading (Ordinance 14-2021) of The City of Cocoa, Brevard County, Florida; relating to backyard chickens; amending Chapter 5 - Animals and Fowl of the city code to allow the keeping of chickens and chicken coops within certain residential zoning districts subject to certain enumerated conditions; creating definitions; establishing a permitting process; providing for the repeal of prior inconsistent ordinances and resolutions, severability, incorporation into the code, and an effective date. (22-21). (Interim Community Services Director)

Attorney Garganese read Ordinance No. 14-2021 into the record, by title only as follows. He advised that this was the second and final reading of the ordinance. There have been no changes since first reading.

ORDINANCE NO. 14-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO BACKYARD CHICKENS; AMENDING CHAPTER 5 – ANIMALS AND FOWL OF THE CITY CODE TO ALLOW THE KEEPING OF CHICKENS AND CHICKEN COOPS WITHIN CERTAIN RESIDENTIAL ZONING DISTRICTS SUBJECT TO CERTAIN ENUMERATED CONDITIONS; CREATING DEFINITIONS; ESTABLISHING A PERMITTING PROCESS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

Ms. Neuterman provided highlights on the ordinance.

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

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss, to approve Ordinance No. 14-2021 on Second and Final reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Council consideration of the 2nd and Final Reading of Ordinance 01-2022, adopting the City Council Single Member District Voting Map upon consideration of the recommendation prepared and filed by the District Commission pursuant to Article III, Section 15 of the City Charter, providing for the use of the City Council Voting District Map approved by the City Council in future elections and coordination with the Supervisor of Elections. (22-79). (Interim Community Services Director)

Mayor Blake advised that they were mandated to be compliant with the Consent Decree and they also had an independent consultant helping them through the process.

Attorney Garganese read Ordinance No. 01-2022 into the record, by title only as follows. He advised that this was the second and final reading of the ordinance. He noted Council appointed the Districting Commission as required by the City Charter and they held several meetings and recommended the new map to Council for their consideration. There have been no changes since the first reading of the ordinance.

ORDINANCE NO. 01-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING THE CITY COUNCIL SINGLE MEMBER DISTRICT VOTING MAP UPON CONSIDERATION OF THE RECOMMENDATION PREPARED AND FILED BY THE DISTRICTING COMMISSION PURSUANT TO ARTICLE III, SECTION 15 OF THE CITY CHARTER; PROVIDING FOR THE USE OF THE CITY COUNCIL VOTING DISTRICT MAP APPROVED BY THE CITY COUNCIL IN FUTURE ELECTIONS AND COORDINATION WITH THE SUPERVISOR OF ELECTIONS; FILING THE COUNCIL VOTING DISTRICT MAP WITH THE CITY CLERK'S OFFICE FOR FUTURE INSPECTION AND/OR COPYING; PROVIDING FOR THE REPEAL OF PREVIOUSLY APPROVED COUNCIL VOTING DISTRICT MAPS; PROVIDING

FOR FUTURE AMENDMENTS TO THE COUNCIL VOTING DISTRICT MAP; AND AN EFFECTIVE DATE.

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

Mayor Blake thanked staff and the City Manager.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve Ordinance No. 01-2022 on Second and Final reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consideration of the Second and Final Reading (Ordinance 11-2021) of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article VIII, Section 17, Home Occupations. (22-86). (Interim Community Services Director)

Attorney Garganese read Ordinance No. 11-2021 into the record, by title only as follows. He advised that this was the second and final reading of the ordinance. He explained the new legislation and statutory requirements that support this ordinance.

ORDINANCE NO. 11-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A-ZONING, ARTICLE XIII SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 17 OF THE CITY CODE RELATED TO HOME BASED BUSINESSES (HOME OCCUPATIONS) TO COMPLY WITH RECENT LEGISLATION ADOPTED BY THE FLORIDA LEGISLATURE; MAKING OTHER CONFORMING AMENDMENTS TO THE SCHEDULE OF ZONING DISTRICT REGULATIONS AND CITY CODE TO COMPLY WITH SAID LEGISLATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Dyal, to approve Ordinance No. 11-2021 on Second and Final reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Accept the City of Cocoa Urban Forest Management Plan and authorize the City to proceed with the plan recommendations. (21-735). (Public Works Director)

Mr. Smith explained that this was a three-year grant and he discussed in detail what each year entailed.

Kristin Lortie, Cocoa, speaking on behalf of the Cocoa Cares Green Team, provided a statement provided a statement for the record.[1] They urge the support of this plan.

Councilmember Koss thanked Ms. Lortie and spoke about why trees are so important. She voiced her support for this and announced the Arbor Day event coming up.

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. City Council discussion and direction related to pursuing purchase of an easement area from the owner of Parcel ID 24-35-24-00-759. Council direction on Range Road access point initiative. Council direction for funding the proposed easement approval of all related budgetary action upon Council decisions for this agenda item (22-107). (Public Works Director)

Mayor Blake clarified that the owner was requesting $20,000 for the easement and the proposed easement was appraised at $25,000.

In response, Mr. Smith provided a background and explained that staff needed to know how to proceed. This cost is not budgeted and the owner is currently under contract, which may be a hurdle, but is willing to work with the City.

Councilmember Koss advised that she had spoken previously about support for the Conservation area for the cross-country teams. This addition would be an asset for school usage and for properties that may be developed near it.

[1] EXHIBIT A: Statement submitted by Cocoa Cares Green Team

* **MOTION by Councilmember Koss to use funds not being used for capital projects that was recently returned to the general fund, as it would be a good use. The Motion was seconded by Councilmember Goins, for discussion.**

Discussion was held on the trail and what would be required for creating the trail. Mr. Smith advised that there would need to be tree removal in order to have a wide enough space.

Mayor Blake asked what would happen if this was approved but the School Board did not approve. In response, Mr. Smith advised the next step would be to make the offer to the owner. If he accepted they would have the easement, whether the school board used it or not, it would belong to the City.

Deputy Mayor Hearn asked about estimated maintenance costs. Mr. Smith stated there would be costs for mowing, fence maintenance, etc.

Councilmember Goins asked about the cost for the bridge. In response, Mr. Smith stated it was hard to ballpark anything right now, but they would put a buffer on it. It will go out for bid.

Mr. Smith asked for clarification on where the money would come from. In response, Councilmember Koss stated from the capital budget that is no longer being used and was put into the General fund.

City Manager and Ms. Bowman clarified that it would be from Contingency.

* **THE MOTION WAS AMENDED BY COUNCILMEMBER KOSS; SECONDED BY COUNCILMEMBER GOINS, TO SUPPORT ACQUIRING THIS PROPERTY FOR UP TO $25,000 AND USE FUNDS FROM CONTINGENCY.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Staff direction regarding ongoing negotiations with the Brevard Museum and Sciences Center, Inc or the Brevard Zoo for operations and maintenance of the Brevard Museum of History and Natural Science. (22-109). (Public Works Director)

City Manager Whitten advised that he had a discussion with the Brevard Zoo CEO regarding the Museum and while they need a facility for use they do not wish to continue discussion at this time as they have the ability to acquire a facility that is ready for use.

Phyllis Moscoso, 2209 Catawba Drive, Cocoa, and representing the Brevard Museum advised that a one-year lease was approved but they were looking for a

five-year lease since they were already six months in. She further reviewed in detail the other issues they were bringing forward with this item such as: ownership and inventory of the City-owned artifacts; Repair and Maintenance Contract Language; Fire Inspection Funding and Repairs.

City Manager Whitten provided a brief history of this item and noted it was approved on September 28, 2021 and a draft was given to them on October 1, 2021. They met sometime in late October. They have continued to meet on and off. The request for a twenty-four month period is to complete the inventory. He further advised that the issue for both sides is that they are conveying over a collection of property and they do not know what they are conveying so the sooner they can get it done, the better.

He further mentioned that in regards to maintenance, the City cannot be over there every day, but Attorney Eick could work on modifying that language.

Additionally, the fire inspection report was discussed as well as the need for a new fire alarm system as the one there now is outdated. The cost for a new system would be around $35,000.

City Manager Whitten reiterated their asks:

- Lease term of five years with four, five-year extensions.
- In the lease agreement they would be allowed a period of up to three years to complete the inventory. Also, the ownership of the items and if the City will retain ownership. A reverter will be included in that.
- Maintenance and Repair language refinement.
- City to deliver the building in a satisfactory condition that satisfies all of the fire inspection issues.

He advised they would refine this and bring it back as an item.

Ms. Moscoso added that items such as shells and other things could be loaned to schools, etc. for learning. City Manager Whitten stated that was something that Attorney Eick could work on.

Further discussion was held on the fire alarm system.

Mr. Smith advised that if Council wishes to fund this, staff needed to know where the funding would come from.[2]

[2] Mayor Blake left at 7:46 p.m.

City Manager Whitten spoke about the original lease and noted that staff did not have issues with a longer lease term as they would be handling the repair, maintenance, and operating costs. However, he would request interim reports so that they were aware that items were completed.

Councilmember Koss was in support of this item going forward.

Councilmember Dyal advised that they originally took $70,000 from Sustainability in order to help them out. There has not been a contract signed to date so funds are still there. There is $72,500 left and if they were only asking for $35,000 that was not a problem.[3]

* **MOTION by Councilmember Dyal; Seconded by Councilmember Koss, to approve the following: Lease term of five years with four, five-year extensions; In the lease agreement they would be allowed a period of up to three years to complete the inventory. Also, the ownership of the items and if the City will retain ownership. A reverter will be included in that; Maintenance and Repair language refinement; City to deliver the building in a satisfactory condition that satisfies all of the fire inspection issues; and fire system repairs up to $35,000 to be paid out of the Sustainability fund.**

Attorney Garganese pointed out that there are language issues that need to be worked out and this will come back to Council in the form of a lease agreement. One of the things he is most concerned with are the artifacts and the reverter.

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approval of Resolution No. 2022-012 for the US Bicycle Route 1 Realignment through the City of Cocoa. (22-80). (Public Works Director)

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

~~2. Approve a Resolution naming the Emma Jewel / Diamond Square CRA Master Stormwater Pond the Thomas Cole Stormwater Recreation Area. Approve a~~

[3] Mayor Blake returned at 7:51 p.m.

~~Resolution Amending the FY22 Budget, to fund the purchase and installation of signage as part of this dedication, BAF#22-049-A. (22-82). (Public Works Director)~~

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

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

3. Approval of the first reading of Ordinance 02-2022 regarding updates to the Special Events Ordinance. (22-96). (Assistant to the City Manager/PIO)

Attorney Garganese read Ordinance No. 02-2022 into the record, by title only as follows. This is the first reading of the ordinance.

ORDINANCE NO. 02-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE XI OF THE CITY CODE RELATING SPECIAL EVENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Senger explained that the wording in the tiered structure of special events was being updated.

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. FY 2022 Budget Adjustment Report. (22-101). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (22-102). (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. (22-103). (Finance Director)

4. Calls for service provided by the Cocoa Fire Rescue Department for the month of January 2022. (22-85). (Fire Chief)

5. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 1/31/2022. (22-87). (Finance Director)

X. Reports:

Gregg Stoll, 2203 Salem Drive, Cocoa, spoke about his attendance at the SCTPO/CAC meeting on February 7th and also of his attendance at the Safe System Symposium on February 3rd. They talked about transportation funding and they are working on outreach videos. One of his interests are bus stop improvements within the City. He will be reaching out to the community about transportation issues. He further mentioned the design of pedestrian and sidewalk improvements on Clearlake Road from SR 520 to Michigan.

In response to his comments, staff confirmed that project was under State funding and was being fast tracked.

In closing, Mr. Stoll mentioned the Merritt Island CRA and explained the updates they have done for their bus stops.

Ms. Bowman announced they are doing a soft opening on the kiosk which has been installed in the wall outside of City Hall. This will offer another way for citizens to pay and the machine will provide a receipt. It will accept cash, check or credit card. The credit card rate will still apply.

Ms. Bowman further announced that the finance department received a certification for accounting and financial reporting and she explained the steps that they have to take in order to ensure things are done correctly.

Mr. Smith advised that the Brightline and SR 520 closure would extend through Thursday. They were also just notified that the City would be receiving the grant for Indian River Drive Water Quality and Resiliency Program. It is a 50/50 grant.

Mayor Blake asked about the status of Fiske Blvd. paving. In response, Mr. Smith stated that it would be done this year with the paving contract. It was also confirmed that the sidewalks would be addressed.

Mayor Blake spoke in regards to Waste Management and mentioned that there was a person with an overfilled bin who was assessed a fee. It was explained that two overages are allowed without a charge and Waste Management will reach out to let the customer know. Some owners are not following up and many times their dumpster is too small.

Commander Dovale announced that Wednesday, February 23rd at 4 pm was the ribbon cutting for the Police Department's new Citizens Engagement Center.

Deputy Mayor Hearn asked if there were additional camera capabilities on the building and in response, Commander Dovale stated they were working with IT to get them working.

Chief Lamm provided a report on Covid and announced that numbers were going down. They were awaiting new CDC guidance and would forward that information when it was received.

City Manager Whitten announced the retirement of Norma Hernandez who was a staff member in Utilities. She was retiring after twenty-four years with the City.

Ms. Gemmati shared that there would be a job fair on Thursday, February 24th from 10 a.m. until 1 p.m. at the Joe Lee Smith Center.

Mayor Blake gave a shout-out to Javion Hawkins of Cocoa High School who plays for the Rams. He is a Super Bowl Champion.

He mentioned the homeless issue at Joe Lee Smith Park and stated that needed to be brought back to Council. He would like to bring in other agencies as well as they are ready.

He further mentioned the old Joe Lee Smith Center and would like input as to what they would like to do with the building.

Mayor Blake shared his photos of his trip to Florida League of Cities Legislative Actions Days and spoke in detail about potential bills that will be coming forward.

Councilmember Goins agreed that it has been a busy month and spoke about his time at Legislative Actions Days as well. They did a lot of moving and advocating for the City. He commended the Mayor for always being the first one to speak up

and advised that they met with several legislators and senators. It was very worthwhile.

On Thursday they would be reading to students at Suntree Elementary School for Black History Month and Thursday night is Emma Jewel Charter Academy's Black History Program.

He thanked Emma Jewel Charter Academy for letting him host the Mayor's Fitness Challenge event there this past Saturday. Additionally, they did a trash pick up on Sunday and asked for a campaign to be done of some sort throughout the City to clean up its image.

Councilmember Goins added that a big issue in Tallahassee was teachers and they fought really hard for teachers in Brevard County. They asked all to write senators and state representatives so that their voice is heard.

He will be attending the Cocoa High School Football Banquet this Wednesday.

In closing, Councilmember Goins made the following travel announcement: He would be traveling to the Florida League of Cities Leadership Academy beginning on Friday, March 11, 2022 and would be returning on Saturday, March 12, 2022. He will be staying at the Embassy Suites Hotel in Orlando and the estimated cost of the trip, including registration, hotel reservations, mileage, parking and per diem will be around $630.00. This is budgeted under Council's travel and per diem account.

Councilmember Dyal reminded everyone that Mardi Gras is this weekend. He thanked staff for all of the hard work that they do and he has a lot that he will be working on in the upcoming months.

Councilmember Koss noted that on February 13th the Cocoa Rotary picked up 2,000 pounds of trash at Provost Park. She was happy to see the new building there as well.

She also attended the Symposium that Mr. Stoll attended and stated it was an interesting conference.

Councilmember Koss did the "Point In Time Talk" on January 31st with the Homeless Coalition. She went to homeless camps and interviewed the homeless.

It was a colder day so many were in shelters. This is a big problem and she was glad to hear the issue was being looked into.

She spoke about the Orchid Lakes housing project off of Michigan Avenue and University Lane that was being proposed and believed it was a great model with amenities, managers on site, and for mixed-income occupancy. She felt it would be an asset to the neighborhood. There will be a small meeting held on February 28th at 5 p.m. for one hour in regards to this.

Deputy Mayor Hearn sent condolences to the Murdick family. He also attended Coffee with a Cop which was a great event. He appreciated those events being put on.

He mentioned a few issues that a citizen brought forward around Endeavor Elementary and Cypress St. Additionally, there has been some illegal trash burning and he would like those issues addressed.

Deputy Mayor Hearn spoke about the community meeting that he held this past Saturday and looked forward to more of those in the future. He further announced his community walk this Saturday at 9 am at Bracco Pond. It will go until 10 am.

In closing, he advised that he and Councilmember Koss will be attending a tour at Matthews Hope Ministries in Winter Garden on March 1st.

Mayor Blake mentioned a few key legislation bills coming forward, such as Senate Bill 974 and House Bill 985 (Sovereign Immunity); and Senate Bill 224 (Smoking in public places), which he strongly supports. Additionally, a bill for private property rights to prune, trim, and protect trees (House Bill 1555 and Senate Bill 518).

He urged everyone to contact their legislators.

In closing, he advised that the Florida Historical Society had recognized Rosa L. Jones as well as several others.

He reminded all to buy local, spend local, and keep it local and Representative Sirois will be submitting a letter ensuring that Brightline stops in Cocoa.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to adjourn the Regular meeting of February 22, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:42 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Adoption of Urban Forest Mgt Plan & Recommendations
January 25, 2022 - Agenda item 21-735

Kristin Lortie, Cocoa resident, speaking on behalf of the Cocoa Cares Green Team, a recently formed citizens' initiative to support green infrastructure and policy in Cocoa.

We the Cocoa Cares Green Team support the council in adopting the Urban Forest Management Plan dated September 29, 2021, as recommended by staff. We are proud that the City of Cocoa is a Tree City USA, and would suggest the city pursue one or more Tree City USA Growth Awards in 2022, and as a result of following the recommendations outlined in the 2021 Urban Forest Management Plan.

At least 10 points accrued by undertaking the recommended activities would qualify the city for a Growth Award. In addition to acknowledging the city's efforts, receipt of Growth Awards may make the city a more attractive candidate for additional grants to fund the planting of more trees.

We would like to specifically recommend 5 of the items referenced in the plan:

1. **A Tree Planting Program for replacement of invasive species** with native Florida trees in right of ways along roads would accrue 8 points in the Growth Award Program. Planting street trees would reduce polluted stormwater discharge and reduce temperatures in the community.

2. **Calculating the Current Tree Canopy** for the City of Cocoa would provide a benchmark into the future. The Urban Tree Canopy for Cocoa was not measured as a part of the tree inventory undertaken in the management plan. An i-Tree canopy assessment is a free science-based software tool that could be utilized for this task. Tree City awards 10 points for conducting an assessment of the tree canopy.

3. **Adopting a Canopy Cover Goal** for Cocoa will give us a goal to strive for in tree preservation. Per the plan comments, the current Urban Tree Canopy percentage must be increased, not merely maintained. Eight Growth Award points are available for setting a tree canopy cover goal.

4. **Updating the City of Cocoa Tree Preservation Ordinance** may ensure that the recently enacted 2020 ordinance is working for the benefit of tree preservation, while not hindering local development. At least (3) different Tree City Awards are available for updating the ordinance.

5. Finally, we **support the city in allocating additional funding, and in seeking more grant funding,** to increase the Urban Tree Canopy to provide the numerous benefits of trees while buffering natural disasters and environmental devastation, thereby protecting the inhabitants of our city into the future.

In closing, we support adopting the Urban Forest Management Plan, and the City of Cocoa in being a Tree City that models the countless benefits of planting and preserving trees. We encourage the pursuit of Tree City Growth Awards in 2022.

We request that this statement be added into the public record under agenda item 21-735.

Legislation Details (With Text)

File #:	22-174	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/24/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of March 8, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-08-2022 Minutes ADA.pdf Exhibit A-Statement from J. McCluney.pdf Exhibit B-Statement from L. Dolphin.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2022
Agenda Date: April 12, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of March 8, 2022, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of March 8, 2022, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

March 8, 2022

A Regular City Council Meeting was held on Tuesday, March 8, 2022, 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.

Ms. Anita Gibson provided the invocation and Ms. Alicia Phillips led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

A moment of silence was held for the Ukraine.

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:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Pat Dovale, Police Commander; Rebecca Bowman, Finance Director; Rob Beach, Chief Technology Officer; Bryant Smith, Public Works Director; Samantha Senger, Assistant to the City Manager/PIO; Erik Montgomery, Helpdesk Support Tech, and Sam Shaller, Fire Inspector.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of March 8, 2022. (22-122)

2. Minutes: N/A

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Dyal, to approve the Agenda as presented for the Regular meeting of March 8, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation of Plaque to City Council by Cocoa Youth Athletics League. (22-128). (Cocoa Youth Athletic League)

   Ms. Alicia Phillips with Cocoa Youth Athletic League presented a plaque to City Council and staff in appreciation for the support to the League throughout the last three years. The children are excelling and to give back to the kids that they serve is much appreciated and they look forward to a continued partnership. They hope for around four hundred kids this next year.

   Mayor Blake thanked her and noted it all starts with leadership and they are celebrating the positive accomplishments of the League. He further thanked Councilmember Goins and Deputy Mayor Hearn for their involvement as coaches as well.

   Ms. Phillips announced on April 2nd they will be hosting a tournament that will bring in teams from all over Florida. It starts at 7:30 a.m. and goes until 5 p.m.

2. Proclamation: Proclaiming the Month of March, 2022 as: "International Women's Day". (22-123). (Councilmember Koss)

   Councilmember Koss read the proclamation into the record.

3. Proclamation: Proclaiming the Month of March, 2022 as "Women's History Month." (22-124). (Councilmember Koss)

   Councilmember Koss read the proclamation into the record.

IV. Delegations:

Kevin Bond, Cocoa, spoke about the Cocoa Conservation Area and the benefits to having trails for cross-country events. He has competed for nine years and currently runs at the collegiate level. He feels that if they were improved more teams, people, and schools would utilize them.

Jill Bond, Cocoa, announced that she had sent Council a last minute email regarding the trails and stated that she coaches both cross-country and tennis. The opportunity for a unique trail in this area would benefit runners, walkers, and school age children. She further added that the conservation area would be educational for children to be able to experience nature. There are ways to be collaborative if they want to be.

Tara Gabor, Cocoa resident of District 3, stated that on Friday the new Cocoa Newsletter arrived in her inbox. She looked forward to seeing the agenda and format for citizen participation at the upcoming strategic planning workshop. As the newsletter is a good venue she hoped the City makes it clear to all citizens that they are welcome to participate.

Judy McCluney, Cocoa resident, statement presented by Kristin Lortie. She read a statement into the record by Judy McCluney[1].

Linda Dolphin, Cocoa resident, statement presented by Kristin Lortie. She read a statement into the record by Linda Dolphin[2].

Kristin Lortie, Cocoa resident, moderator of the Cocoa Cares Facebook Group, spoke about the strategic planning workshop on Tuesday, March 15th and voiced her support for participation in the upcoming event. She mentioned the previous Strategic Plan and pointed out that the first objective encourages citizen participation. She further noted that priorities in the plan were selected by employees and not citizens, and that the objective of citizen participation was ranked as #8. She announced that citizen priorities that were compiled by Cocoa Cares will be posted on its Facebook page and she looked forward to participating in the event next week.

Steve Murphy, District 3, mentioned that he previously spoke about the City's debt and spoke with Mayor Blake. He provided his issues with the budget, one of which

[1] EXHIBIT A: Statement of Judy McCluney read by K. Lortie
[2] EXHIBIT B: Statement of L.Dolphin read by K. Lortie

is the planned fire and stormwater assessments as well as the water/sewer increases for next year. He noted that city residents pay more than non-city residents pay. Additionally, last years' salary increases will have an effect on pension plans and the financial analysis does not address fire or police costs. He would like to see the City come up with a definition or report where the City Manager would provide a quarterly review with updated information and debt so that they can work on reducing that through time.

Mayor Blake spoke about the audit that the City went through and pointed out that we are transparent. He wanted to make that clear.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Change Order in the amount of $17,870.48 to the Purchase Order issued to VA Paving, Inc. for additional road paving related to the Annual Street Paving Program. (22-135). (Public Works Director)

2. Authorize the City Manager to execute the Utility Work by Highway Contractor Agreement between the City of Cocoa and the Florida Department of Transportation (FDOT); To Authorize the City Manager to Accept the Official Cost Estimate and Payment Terms per Section 3.b of the Utility Work by Highway Contractor Agreement. (22-91). (Utilities Director)

(B) Multi-Year Contracts:

None.

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve the Consent agenda.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Approval of the second reading of Ordinance 02-2022 regarding updates to the Special Events Ordinance. (22-97). (Assistant to the CM/PIO)

Attorney Garganese read Ordinance No. 02-2022 into the record, by title only as follows. He advised this is the second and final reading of the ordinance and no changes have been made since first reading.

ORDINANCE NO. 02-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE XI OF THE CITY CODE RELATING SPECIAL EVENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Senger noted this is second reading and she explained the revision being made to Tier 1 and Tier 2 events.

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

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve Ordinance No. 02-2022 on Second and Final reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Approve Resolution No. 2022-021, amending the meeting frequency of the Police Community Relations Advisory Board; and to Consider the Appointment of Mr. Demetrius Thomas as the Mayor's appointee. (Administrative Services Director) (21-125). (Administrative Services Director)

Ms. Gemmati advised that an attempt to hold a meeting on February 24th was made but there was no quorum. She also noted that Mr. Wash has been contacted several times by the City Clerk's office but they have not received a response as to whether or not he wished to remain on the board. All other members responded.

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approval of Resolution No. 2022-022 adopting a revised Master Fee Schedule for City Facility Rentals, Special Events and Parades. (22-99). (Assistant to the CM/PIO)

Ms. Senger explained that the first change was just approved by the approval of Ordinance No. 02-2022. She further explained the change in the price for public safety personal and why those fees needed to be updated.

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

None.

X. Reports:

Gregg Stoll, 2203 Salem Drive, Cocoa, provided an update from the SCTPO/CAC meeting that was held on March 7th. He provided information on grants that were received and advised that they are keeping an eye out for improvement projects on SR 524. Lastly, he spoke briefly about bus stops and that SCAT or 321 Transit will have ridership counts from the information technology system so they will be able to see usage and know where funding needs to go.

Ms. Bowman reported that the kiosk on the building is up and running and there were twenty-one payments made yesterday during lunch hours when Customer Service is closed. They are still working out a few issues and will put information out on social media when everything is worked out.

Ms. Senger announced that they started an E-Newsletter that will go out the last Friday of every month. It is through subscription and they are still continuing with the quarterly newsletter as well.

Chief Lamm provided an update on Covid and shared that a lot of the CDC guidance has changed. Protective measures are now being done through a grading system which is coming from hospitals. If they to go high-level protective measures precautions will be taken; however, they are continuing to see a downward trend of positive cases and upward trend of vaccinations.

Mayor Blake commended Chief Lamm and Commander Dovale for the fire that happened a few days ago. He thanked them and citizens for stepping up and helping those in need.

Chief Lamm added that there were forty-eight displaced residents and all but one has returned home. They have continued to be in contact with the manager to ensure that everyone had somewhere to stay. Mayor Blake reiterated his thanks.

City Manager Whitten piggybacked on their statements and shared that Chief Lamm had already worked out the opening of the Civic Center in the event they needed it for shelter for those who the Red Cross could not accommodate, before he had even conversed with him. Staff takes a lot of abuse but these are the moments that make you proud. He further pointed out that the City was prepared to put them in hotel rooms if needed. This was all worked out before he was provided an update.

City Manager Whitten added that during the last pay cycle the city was transitioning from SunTrust to Truist and some issues were encountered. Finance already had a process in place for those employees who needed an advance and provided hard checks to them.

He further spoke about an email that came in from citizen Henry Preston regarding Utilities employees' Billy Cudlipp, Jeff Burton, Austin Tanner, Ron Cavallo, David Hudec, and Bill Losee. Mr. Preston acknowledged their work ethic and thanked them for the quick response time and professionalism in responding to a water issue that he had. City Manager Whitten thanked them for taking the time to help citizens.

Mayor Blake thanked the employees as well and reiterated his belief in all of the staff.

Lastly, City Manager Whitten mentioned the conversation regarding the City's debt that arose earlier and clarified that the City has very little debt. He clarified what the debt was and that in terms of transparency they approve a CIP each year and Stantec provides a financial model.[3] In addition, they received an investment report, a revenue sufficiency report and an analysis on water and wastewater revenues.[4] He would send City Council a report on Ms. Dolphin's request and that it was originally brought forward as an audited fund balance request. He further explained that this comes up once a year as a CAFR and when she was notified about that she then requested a spreadsheet. He wanted to clarify that.

Mr. Smith announced that Dixon Blvd. would be closed starting Friday, April 3rd and it would be a full closure. It would also be closed on April 18th for the full day as well. After that it would be Highland Avenue but that date is a little further out.

City Manager Whitten stated that he, Mr. Smith and Ms. Essing sat down with the TPO staff in regards to the SR 524 stop. They walked through strategy with them.

Mayor Blake felt that the City Manager and Staff were like the undertakers and he believed in everyone, including employees and citizens.

Councilmember Koss shared that she had a Zoom meeting and it was something new, as she was trying to make it easier for citizens to attend. There were about sixteen people on the call and they came up with some great ideas. She advised she had been speaking with the City Manager on strategic planning since he came on board. She believes in it and feels a plan is needed too.[5]

She voiced her excitement for the monthly newsletter and noted that she had been asking for bi-weekly report.[6] She would like a bulleted list as she is being asked about things that she should have known about. The weekly report to Council is a tool that other municipalities are doing weekly.

In closing, she thanked everyone for their attendance at the Zoom meeting and community meetings and for all of their input. She would do her best on Tuesday to incorporate that.

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3 Councilmember Goins left the meeting at 7:01 p.m.
4 Councilmember Goins returned at 7:02 p.m.
5 Mayor Blake left the meeting at 7:07 p.m.
6 Mayor Blake returned at 7:10 p.m.

Deputy Mayor Hearn attended an event on Merritt Island where they restored an apartment complex and thought it was a really good event. It was good to see how people are willing to come in and invest in our communities.

He mentioned his Mayor's Fitness Walk Event at Bracco Pond. A few citizens attended and they were able to get an outlook at the potential for Bracco Pond in years to come.

Deputy Mayor Hearn advised that the Brevard Heritage Council was having a walking tour through Cocoa Village on March 19th from 10 a.m. until 2 p.m. and he was looking forward to rescheduling the tour of Matthews Hope Ministries. He could not attend the one previously scheduled.

He thanked staff for doing what they do and ended with noting his attendance at the ribbon cutting for the new police substation at Provost Park.

Councilmember Dyal shared a story about the Utilities department and the exceptional work they did on Parapet Drive. They did a wonderful job fixing the sidewalk. He thanked Commander Dovale for the crime watch meeting in Coventry and feels they always get great information at those meetings.

He thought Mardi Gras was a lot of fun and the antique fire truck will be on display April 2nd at the car show. He thanked staff as well for all that they do and he enjoyed the dedication as well of the new police substation.

Lastly, Councilmember Dyal provided a report on the Mardi Paws event and noted it was a great event as well and they raised money for the Humane Society on Cox Road.

City Manager Whitten mentioned the meeting of the Framework Group and that they are having a meeting this Thursday night regarding the redevelopment of the old Bank of America building. He clarified it is their meeting and not a City meeting.

He further mentioned bi-weekly reports and there are cities who have a lot more staff and there is always something that will be missed. He has talked to staff about the information that they could provide and wants to ensure that it would not interfere with their daily work. Additionally, nothing has changed about workshops other than the narrative that a small group of folks are presenting that information. The format will still consist of strategic planning. The Council has not sat down as a Council and said that these are our strategic issues to present. He provided

information on the format of the workshop and just because a few individuals say something is not happening does not make it not factual.

He provided all of the public input opportunities that citizens will have at the workshop and pointed out Titusville's plan is only one page and the City's is one hundred. There will be plenty of opportunities for citizen input. He shared all of the upcoming meetings in regards to strategic planning and budget as well.

The upcoming workshop was also highlighted in the new electronic newsletter.

City Manager Whitten stated that we have had a large amount of requests in addition to doing what we do on a daily basis. He reiterated that the Framework Group meeting was not a city meeting and staff would continue to have a dialogue on a meaningful product that would provide updates to council.

Councilmember Goins mentioned that the Joe Lee Smith pool was closed all summer due to the lack of life guards. They are offering a lifeguard class on April 1-3, 2022 and the class costs $253. They are paying lifeguards $13.50 per hour. He asked if it would be possible to offer two sponsorships from the City and two from Diamond Square CRA. The total would be $506 for each approved the sponsorships.

* **CONSENSUS AMONG COUNCIL TO BRING THIS ITEM BACK AS AN AGENDA ITEM.**

Councilmember Goins spoke about affordable housing and that people are moving out of Cocoa in order to find places to live. He felt that they need to address zoning issues and that there is a need for multi-use or mixed-use inside of Diamond Square.

He mentioned the Mayor's Challenge Event held this past weekend where they did a trash pickup. He thanked Ms. Senger and Ms. Horst for posting the notices regarding the cleanup.

Councilmember Goins asked if there was an update from the job fair and stated many people were unaware of it but happy that it was done. Ms. Gemmati advised that they partnered with CareerSource Brevard and focused heavily on Cocoa employers and had a few outside employers as well. There were about twenty eight employers. Feedback was received and it was requested that it be done later

in the afternoon as there were only about fifty attendees and more time was needed to promote it. Councilmember Goins thanked all for being there.

Mayor Blake thanked all of Council and staff. He spoke of his attendance at the Jack and Jill of America were presentations were done at the Kennedy Space Center. He further mentioned the Black History Month Event at Emma Jewel Charter Academy where Ms. Alberta Wilson was acknowledged for her accomplishments.

He attended the Brevard Homeless Coalition this weekend and it is a universal issue that needs to be addressed.

Mayor Blake thanked Sams Club who donated hand sanitizer to various organizations and stated that this Thursday he would be in Winter Garden for the Matthew Hope Ministries Tour.

He thanked Ms. Pagliarini for the Firehouse Kick Off event this Thursday and attended the homegoing celebration for Mr. Willie Wright, a Monroe High School graduate and legend.

In closing, Mayor Blake asked to keep the Ukraine in your prayers ad to buy local, spend local, and keep it local.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to adjourn the Regular meeting of March 8, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:48 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Gmail

Kristin Lortie <cocoacarescitizens@gmail.com

Statement for Council meeting of 3-8-22

message

udy McCluney <judymccluney@gmail.com> Mon, Mar 7, 2022 at 9:31 PM
o: Kristin Lortie <cocoacarescitizens@gmail.com>

My statement for you to read at the meeting:

What do we love about Cocoa? What do we enjoy and cherish? I bet the top answers will be nature and less crowding. Places you can walk, jog, or watch egrets fly. And now we can add another way to enjoy a real natural Florida experience. It's called the Cocoa Conservation Area. We have it because in 2003 Cocoa applied for and got a sizable grant from the Florida Community Trust. It was to be used to purchase land between Range Road near Cocoa High School across to S.R. 524 for conservation. So Cocoa purchased that land, and signed the contract to care and maintain the area as a native Florida plant and animal preserve. The agreement includes keeping out invasive species, using controlled burns, and trail maintenance. In return for these reasonable costs Cocoa gets an amazing place. See it for yourself. A good way to do that is to take a guided tour. You can find out when one is being given by going to the site of the Cocoa Cares Facebook Group. They are a group of citizens who support sharing ideas to improve Cocoa, and citizen participation in government. This project, which they and many others support, is a major asset. I urge the City of Cocoa to meet its commitment for the Cocoa Conservation area, including appropriate spending for it in the upcoming priorities and budgeting meetings. Thanks.

Judy McCluney

(My address is 1908 Manor Dr., Cocoa 32922)

Statement

message

ldolphin@dolphinins.com <ldolphin@dolphinins.com> Tue, Mar 8, 2022 at 2:02 P
To: Kristin Lortie <kristin.lortie@gmail.com>

Thank you council members for your public service. At times, I am certain it seems thankless.

However, today, I am asking you to make your job just a a little bit harder, by asking you to allow more citizen participation in city spending decisions. I know it is hard to listen to disparate voices but I believe that Cocoa will be the better for it.

First, please solicit tax payer participation in the upcoming planning session scheduled for 3/15.

Second, please direct the city manager by email to respond to my emails and freedom of information requests so that I can be prepared with the type of fiscal information that I need to be a valued participant. I have been waiting for weeks for a response to my request for current fund balances and statuses of spending on approved capital projects. I have not received a response from Ms Shealy, Ms Bowman or Mr Whitten. Last week I sent a spreadsheet of exactly what I was looking for in case there was any confusion and have yet to receive an acknowledgement of the email.

My third request today is that you endorse the Cocoa Cares Platform for increasing citizen engagement and actively respond to their ideas. The more Cocoa citizen voices are solicited, the more inclusive and representative our city can become.

Thank you for this opportunity to be heard.

Linda Dolphin
2100 Indian River Dr
Cocoa FL 32922
954-270-1979

Sent from my iPhone

Legislation Details (With Text)

File #:	22-164	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/16/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Citizens Academy Graduation Presentation. (PIO/ Asst. to the City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	22-133	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/7/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Approve a Resolution Amending the FY 2022 Budget Transferring Funds from the Dyal Water Treatment Plant (WTP) Chemicals Account 421-4020-536.52-09 to the Operating Supplies Account 421-4020-536.52-00 (BAF#22-061-T). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution.pdf BAF 22-061-T-UT-SCADA Upgrades and Painting (4-12-22) Agenda 22-133.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 7, 2022
Agenda Date: March 22, 2022
Prepared By: Sean McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY 2022 Budget Transferring Funds from the Dyal Water Treatment Plant (WTP) Chemicals Account 421-4020-536.52-09 to the Operating Supplies Account 421-4020-536.52-00 (BAF#22-061-T)

BACKGROUND:

The Dyal Water Treatment Plant (WTP) utilizes process automation equipment and software during the water treatment process. Replacement/upgrade components of this system are budgeted in the Operating Supplies account (421-4020-536.52-00). These justified and management approved expenditures enable the Dyal WTP to efficiently and effectively monitor critical water treatment processes and make required adjustments throughout the treatment system. Due to unforeseen increases in expenditures related to automation repairs/upgrades and the impact to the global supply chain, the Operating Supplies account requires a budget transfer.

Staff requests the transfer of unencumbered funds ($75,000) from the Chemicals account (421-4020-536.52-09) to the Operating Supplies account (421-4020-536.52-00) which will allow for sufficient funds in the Operating Supplies account through the end of FY22.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Transfer from:	
Amount Requested:	$75,000.00
Account Number:	421-4020-536.52-09
Account Name:	Chemicals
Transfer to:	
Amount Requested:	$75,000.00
Account Number:	421-4020-536.52-00
Account Name:	Operating Supplies

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY 2022 Budget Transferring Funds from the Dyal Water Treatment Plant (WTP) Chemicals Account 421-4020-536.52-09 to the Operating Supplies Account 421-4020-536.52-00 (BAF#22-061-T)

RESOLUTION NO. 2022-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 12th day of April, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

FORTINET

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Legislation Details (With Text)

File #:	22-146	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/4/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	

Title: Approve a Resolution adopting the State Fiscal Year (SFY) 2022-2025 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2022-2025 SHIP LHAP. (Community Services Director)

Sponsors:

Indexes:

Code sections:

Attachments:
City of Cocoa LHAP 2022-2025.pdf
City of Cocoa Housing Policies- tentative 3-22-2022.pdf
2022 Exhibit A.pdf
2022 Exhibit B.pdf
2022 Exhibit C.pdf
2022 Exhibit D.pdf
2022 Exhibit E.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2022
Agenda Date: April 12, 2022
Prepared By: Ibis Berardi, Housing Program Manager
Through: Charlene Neuterman, Community Services Director
Requested Action:
Approve a Resolution adopting the State Fiscal Year (SFY) 2022-2025 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2022-2025 SHIP LHAP.

BACKGROUND:

The State of Florida requires jurisdictions receiving State Housing Initiatives Partnership (SHIP) funds submit a three (3) year Local Housing Assistance Plan (LHAP) for implementation of local housing assistance and incentive strategies that create or preserve affordable housing. Once completed and adopted by City Council, the LHAP is submitted to the Florida Housing Finance

Corporation (FHFC) for review and State approval.

On April 10, 2019, Council adopted the City of Cocoa's Revised LHAP for SFY 2022-2025 through Resolution 2019-029, which is set to expire June 30, 2022. Three (3) years have passed and a new LHAP is due to the FHFC by May 2, 2022. The City received $163,243
from SFY2019-2022.

Additionally, staff is requesting approval of the Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2022-2025 SHIP LHAP.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - The housing programs funded by SHIP will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Upon adoption of the Resolution and LHAP approval by the State, the City is entitled to receive SHIP funds during the three (3) year period, if allocated by the State Legislature.

PREVIOUS ACTION:

On April 10, 2019, City Council adopted the City of Cocoa's LHAP for SFY 2022-2025.

RECOMMENDED MOTION:

Approve a Resolution adopting the State Fiscal Year (SFY) 2022-2025 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2022-2025 SHIP LHAP.

City of Cocoa

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2022-2023, 2023-2024, 2024-2025

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance) N/A G. Interlocal Agreement N/A	

I. Program Details:

A. LG(s)

Name of Local Government	City of Cocoa

Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2022-2023, 2023-2024, 2024-2025

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Special Needs as defined in F.S. 420.0004 (13), will have priority over those on the waiting list, until the set- aside is met. If the funding requires a certain percentage expended on very low-or low-income persons, those meeting that income level will be processed next based on the date of the application, until the very low- or low-income level requirement is met. Once the set-asides have been fulfilled, the waiting list will resume in the date order the application was received and will be processed as first

qualified, first served.

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility

requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except those small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	All administrative duties	10%
Third Party Entity/Sub-recipient	N/A	

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** The City of Cocoa will not take project delivery costs.

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: The City of Cocoa

will, when economically feasible, expend SHIP funds in a manner that encourages reduced long-term costs relating to maintenance, utilities, and/or insurance. Innovative design, green building principles, storm-resistant construction, or other elements will be incorporated in all housing strategies both for sustainability and to promote greater affordability. These strategies include, but are not limited to:

1. Energy Star compliant appliances
2. Cool roofing-single polymer cover or elastomeric coating
3. Programmable thermostats
4. Water Sense labeled products
5. Green label certified floor coverings
6. Mold/Lead/Asbestos Removal
7. Solar Energy Panels

V. Describe efforts to meet the 20% Special Needs set-aside: In accordance with Section 67-37.007 (4), the City of Cocoa will pre-screen SHIP applications and review applicants currently on the waiting list for those eligible for assistance for persons with Special Needs as defined in F.S. 420.0004 (13). Those that meet the definition will have priority over those on the waiting list, until the set-aside is met.

***W.* Describe efforts to reduce homelessness:** The City of Cocoa partners with the following agencies to assist special needs persons who are homeless- North Brevard Charities Sharing Center and Housing for the Homeless both provide transitional housing. Family Promise of Brevard assists homeless families at-risk-of-homelessness, Aging Matters of Brevard assisting Seniors, Central Brevard Sharing Center individuals/families at-risk-of-homelessness and the Salvation Army aids with rental or mortgage assistance. The Cocoa Housing Authority is provided referrals to place families and/or individuals seeking affordable rental housing. Phone calls received with a housing crisis are referred to the 211 Helpline which has a process in place through the Brevard Homeless Coalition, to quickly process and house those that need it when housing is available. Services are provided through these agencies as part of the process to help ensure that the household is able to be self-sufficient.

Section II. LHAP Strategies:

A. Purchase Assistance With and Without Rehabilitation	Code 1, 2

a. Summary: The Purchase Assistance Program assists eligible first-timehomebuyers as defined in Section I , with a forgivable loan to be applied towards down payment, closing cost, and/or principal reduction, and rehabilitation for the purchase of eligible owner-occupied housing which includes single-family homes, townhouses, condominiums, or villas.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $40,000

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage.

2. Interest Rate: 0%
3. Years in loan term: 10
4. Forgiveness: Forgivable at 10% per year
5. Repayment: None required as long as the loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process, if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, and income groups as described in Section I. (I) of this plan.

g. Sponsor Selection Criteria: N/A.

h. Additional Information: **Subordinations**: Only subordination requests which increase the affordability of the housing unit, decreases the term of the loan, assists with medical expenses, or provides a lower interest rate will be considered. Receiving cash back due to consumer debt repayment will not be considered. All requests will be reviewed on a case-by-case basis.

Any net proceeds from the sale of a previous home must be applied toward the purchase of a new home prior to receiving down payment assistance through this strategy. Eligible housing types under this strategy are existing and newly constructed. Housing repairs completed as part of the Purchase Assistance Program are capped at $5,000 (included in the overall maximum).

B. Owner Occupied Rehabilitation	Code 3

a. Summary: Funds will be awarded to repair owner occupied homes to alleviate code violations, health hazards, and life and safety issues.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $60,000

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term: 15
4. Forgiveness: Forgivable at 6% per year
5. Repayment: None required as long as loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as a primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process, if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in section I.

g. Sponsor Selection Criteria: N/A.

h. Additional Information: **Subordinations**: Only subordination requests which increase the affordability of the housing unit, decreases the term of the loan, assist with medical expenses, or provides a lower interest rate will be considered. Receiving cash back due to consumer debt repayment will not be considered. All requests will be reviewed on a case-by-case basis.

Requests for a Second Assistance: Households which have previously been assisted through the City's housing programs shall be limited to receiving one additional instance of minor repairs. These repairs shall be limited to health/safety repairs whose cost shall be no more than $20,000 if the household has no need for accessibilityy upgrades. If client is elderly or has need of handicap accessibilities, assistance will be up to $60,000 for handicap accessibilities to include (but not limited to) ramps, grab bars, and walk-in showers.

C. Demolition/Reconstruction	Code 4

a. Summary: When an applicant's home has been approved for owner occupied rehabilitation but is determined to be beyond reasonable repair (more than 50% of structure is deemed unlivable and estimated rehab exceeds maximum award for that strategy), the homeowner will be eligible for the demolition and reconstruction of a new home.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $150,000

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term: 20
4. Forgiveness: Forgivable at 5% per year
5. Repayment: None required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process, if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in section I.

g. Sponsor Selection Criteria: N/A

h. Additional Information: **Subordinations**: Only subordination requests which increase the affordability of the housing unit, decreases the term of the loan, assist with medical expenses, or provides a lower interest rate will be considered. Receiving cash back due to consumer debt repayment will not be considered. All requests will be reviewed on a case-by-case basis.

D. Disaster Assistance	Code 5

a. Summary: Funds shall be provided to households following a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation. Funds will be used for:

- Purchase of emergency supplies for eligible households to weatherproof damaged homes;
- Interim repairs to avoid further damage such as tree and debris removal to make the individual housing unit habitable;
- Insurance Deductible assistance up to $2,500;
- Other activities approved by Florida Housing Finance Corporation in this LHAP

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $15,000

e. Terms:
1. Repayment loan/deferred loan/grant: All SHIP funds awarded under this Strategy are provided to eligible households in the form of a grant and are not subject to recapture.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in section I.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Mobile Homes are not covered under this strategy.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

Permits as defined in s. 163.3164(7) and (8) for affordable housing projects, are expedited to a greater degree than other projects. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permits and inspection fees for City projects or projects completed on City property, this includes

SHIP funded projects.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

The City utilizes a development review process that reviews all proposed changes to ordinances, resolutions, regulations, procedures, or policies to determine the impact on housing cost prior to the adoption by City Council. The ongoing review process was adopted through Resolution No. 94-34 by City Council on June 28, 1994 and amended on December 13, 1994.

C. Other Incentive Strategies Adopted: **Modification of Impact Fees**

Resolution No. 98-2 allows for the reduction or waiver of rates, fees, charges, and assessments for individual users located within the City limits of any component or components of the water and sewer system if the City determines and finds that it is in the best interests of the health, safety, and general welfare of its citizens to grant such reduction or waiver.

D**. Allowance of Flexibility in Densities for Affordable Housing**

The City can enter into development agreements pursuant to the Florida Municipal Home Rule Powers Act. Any agreement may also provide for variances or waivers from any applicable Land Development Regulation (LDR) of the City, provided the owner of real property demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the subject property in exchange for the variance or waiver.

In order to encourage the creation of new affordable housing within the City and in order to preserve and augment the residential character of the RU-2-10 Single-Family and Multifamily Dwelling District within the Redevelopment Area, a Housing Bonus Program was created to provide a transferable floor area bonus for the development of new affordable housing within the Redevelopment Area. This Floor Area Bonus may be generated in the RU-2-10 Single-Family and Multifamily Dwelling District, and may be used in the CBD, Central Business District.

For each newly constructed unit of qualifying affordable housing, the developer shall be entitled to an increase of ten thousand (10,000) square feet of floor area bonus for new construction within the CBD. For substantial rehabilitation of qualifying affordable housing, the developer shall be entitled to an increase of five thousand (5,000) square feet of floor area bonus for new construction within the CBD. Such bonus is transferable.

E. Name of the Strategy: **Surplus Properties for the Benefit of Affordable Housing**

An ongoing process of the review of city owned properties for the benefit of affordable housing as provided in Florida Statues, Section 166.0451.:

Provide a description of the procedures used to implement this strategy:

The City conducts a yearly review of the inventory list at a public hearing to revise the listing of all City owned property prior to the adoption by City Council. The ongoing review process was adopted through Resolution No 2020-148 by City Council.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

CITY OF COCOA

COMMUNITY SERVICES DEPARTMENT

HOUSING & NEIGHBORHOOD SERVICES DIVISION

HOUSING PROGRAM POLICIES & PROCEDURES FOR PURCHASE ASSISTANCE WITH AND WITHOUT REHABILITATION, OWNER-OCCUPIED REHABILITATION, DEMOLITION/REPLACEMENT PROGRAMS, AND DISASTER ASSISTANCE

Tentative Approval- Council Adoption of Revision – 4/12/2022

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I. OBJECTIVE

This policy is designed to be utilized by the City of Cocoa's Community Services Department's Housing & Neighborhood Services Division staff, in implementation of federally funded *Community Development Block Grant* (CDBG) and the *HOME Investment Partnership Programs* (HOME) administered by the U.S. Department of Housing and Urban Development (HUD), and the State funded State Housing Initiatives Partnership (SHIP) Program, and any other grant funding the City may receive.

The intent of this policy is to clearly identify the specifications under which staff will implement programs that provide purchase assistance, housing rehabilitation, minor housing repair, and housing replacement (when it has been determined economically unfeasible to rehabilitate) assistance to owner occupied households at or below 80% of median income. Additionally, subsidy layering guidelines are identified within this policy. The Program will be implemented in partnership with private funding whenever available. The policy identifies authority levels for approval and eligibility restrictions, which exceed federal and state requirements.

II. DEFINITIONS & REFERENCES

- Section 420.907 et seq. Florida Statutes, State Housing Initiatives Partnership Act.
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et seq., State Housing Initiatives Partnership Program.
- Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program.
- 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.
- 24 CFR Part 570, regulations, Community Development Block Grant Program.

Appeal Procedure: Established procedure by which an applicant or client may make a complaint or appeal a decision made by the Community Services Department's Housing and Neighborhood Services Program Staff.

Applicant: A person or household who submits a signed and completed program application for assistance.

Assets: Assets are defined by Section 8 regulations, 24 CFR Part 813. Actual or "Imputed" Income from assets is included in projected annual income. The Liquid Assets owned by the household of an Eligible Property Owner are limited to a cash value equivalent to the HUD determined annual income for a household at or below 80% of median income, adjusted for family size. Liquid assets do not include retirement accounts.

Brevard County HOME Consortium: a legal entity created through an intergovernmental agreement between Brevard County and the Cities of Titusville, Cocoa, Melbourne, and Palm Bay.

CDBG: Community Development Block Grant funds are provided to the city by the U.S. Department of Housing & Urban Development (HUD).

Contractor: Licensed contractor who has met City Housing Program requirements to perform work on housing projects and has not been debarred from performing work on federally financed projects.

Deferred Loan: A zero interest loan provided to qualified households which is forgiven without repayment upon satisfaction of all requirements of the household's agreement with the City of Cocoa.

Department: City of Cocoa Community Services Department's Housing & Neighborhood Services Division.

Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

Eligible Property: A Single-Family property, occupied as a principal residence by an Eligible Household, including the following:

1. The Owner-occupied portion of a one to four family property.
2. A condominium or cooperative unit except that attached units will not be eligible for replacement under this policy.
3. Any of the above moved to a new foundation constructed with HOME funds.
4. Halfway housing, dormitories (including farmworker dormitories), and all types of student housing, not just student dormitories are excluded from assistance. These types of residence constitute facilities or provide short-term or transitory housing.

The Property must be located within the City of Cocoa, and have an after rehabilitation value not to exceed 95% of the median purchase price for the area, as published by HUD *(Projects performed in conjunction with the Brevard County HOME Consortium are not restricted to the city limits of Cocoa, but must be located within the boundaries of the Brevard County HOME Consortium Area).*

Eligible Property Owner: The household of the Eligible Property Owner must have a projected annual income at or below 80% of the median income level adjusted for family

size. The Property Owner must occupy the property as his or her Principal Residence. A household owns the property if they:

1. Have a fee simple title; or
2. Maintain a 99 year leasehold interest; or
3. Have ownership or membership in a cooperative; or
4. Have other forms of ownership approved by the City of Cocoa's Attorney's office.
5. Do not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest.

Fair Housing: Requirements for non-discrimination based on race, color, sex, religion, handicap, familial status or national origin in accordance with Federal Regulations found at 24 CFR 100-146 and State Law FS 750.

General Property Improvements: These improvements include rehabilitation items which are corrections of health and safety code violations, but are improvements which place the unit in a readily maintainable condition for a useful life of at least five (5) years.

HOME: HOME Investment Partnership Program administered by the U.S. Department of Housing and Urban Development and disbursed through the Brevard County HOME Consortium.

HUD: United States Department of Housing and Urban Development.

Income: Projected annual income established in compliance with HOME, CDBG and SHIP regulations, specifically established at 24 CFR Part 813, the Section 8 regulations.

Income Limits: The City shall use the most current income limits issued for the program that is assisting the client (HUD or the State).

Liquid Asset: Liquid assets are those in the possession of the household seeking assistance which can readily and promptly be turned into cash in a savings or checking account or a CD less than 3 years old. The following are excluded: retirement accounts, CDs over 3 years old, savings bonds, jewelry, guns, cameras, and equity in boats, RVs, and campers.

Minimum Investment: The City shall ensure that the minimum HOME investment (or whichever funding source is used) is met.

Minimum Property Standards: Minimum Property Standards establish certain minimum standards for buildings constructed under various HUD programs. The Standards include specific requirements for the durability of such items as doors, windows, painting and wall coverings, kitchen cabinets and carpeting. The standards ensure that the value of the home is not reduced by the deterioration of these components. (HUD Handbook 4910.1)

Ownership Interest: must be in good, marketable title, subject to only certain restrictions (such as HOME resale restrictions, mortgages, deeds of trust, or liens or instruments that secure debt on the property), provided these are approved by the City.

Principal Residence: The household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption. The household may not vacate the unit for more than 120 non-consecutive days in any one calendar year for any reason, other than a hospital or nursing home stay.

Program: Housing & Neighborhood Services Division's Purchase Assistance, Owner-Occupied Rehabilitation, and Demolition/ Reconstruction Programs.

Reconstruction: permitted for units that were destroyed by disaster and are not standing on the site at the time of project commitment, provided that HOME funds are committed within 12 months of the date of destruction.

Rehabilitation: All units determined to require rehabilitation through housing grant funds shall be brought up to meet, at a minimum, the Florida Building Code approved by the City of Cocoa and the Program's written rehabilitation standards. Properties must meet local codes, grant funding requirements, including zoning regulations. Each major system must have a remaining useful life of at least five (5) years. Major systems include: structural support; roofing; cladding and weatherproofing (e.g. windows, doors, siding, gutters); plumbing; electrical; heating; ventilation; and air conditioning.

Replacement: All units that exceed $60,000 in rehabilitation assistance may be determined to require replacement. In cases where it is determined that the housing structure cannot be reconstructed on the same site, the eligible applicant will receive assistance in obtaining a new site and the original property will be deeded to the City of Cocoa, or to an organization designated by the City (i.e., CHDO or Habitat for Humanity).

Standard Housing Code: Minimum standards for basic equipment and facilities for all buildings intended for occupancy by owner-occupants or renters shall be in accordance with the Florida Housing and Building Codes. This is also the minimum standard for rehabilitation performed with grant program funds.

Students:
The 2013 Rule specifically excludes certain students from participating independently in the HOME program. The HOME program adopts the Section 8 Housing Choice Voucher (HCV) program restrictions on student participation found at 24 CFR 5.612, which exclude any student that:

1. Is enrolled in a higher education institution
2. Is under age 24
3. Is not a veteran of the U.S. military
4. Is not married
5. Does not have a dependent child(ren)
6. Is not a person with disabilities
7. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income.

Excluded students are prohibited from receiving any type of HOME assistance, including renting HOME-assisted rental units, receiving HOME tenant-based rental assistance, or otherwise participating in the HOME program independent of their low- or very low-income families.

Subordination: The process of placing, ranking, or positioning a mortgage as secondary to the primary mortgage.

Uniform Physical Conditions Standards (UPCS): uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR 5.703. These standards are newly adopted for HOME rehabilitation, acquisition, and tenant-based rental assistance projects in accordance with revisions made to the property standards requirements at §92.251.

III. DIRECTIVES

A. PROGRAM ADMINISTRATION:

The City of Cocoa's Community Services Department's Housing & Neighborhood Services Division shall be responsible for the administration of the Purchase Assistance, Owner-Occupied Rehabilitation, and Demolition/Reconstruction Programs.

B. ELIGIBILITY:

1. Applications shall only be received from homeowners that reside within the city limits of Cocoa. Homeowners whose property lies outside the City of Cocoa will not be accepted. These homeowners will be referred to the appropriate office within that municipality.

2. Applications from owners of trailers, mobile homes and other manufactured housing will not be accepted for this Program except when the unit is eligible for replacement with a site-built home or the city receives a grant which specifically allows assistance of such units. Applicants must submit a signed and dated application (provided by the Housing and Neighborhood Services Division) verification of ownership of an eligible property, verification of current homeowners' insurance, verification of payment of all taxes, verification of current mortgage statement (if any) and utilities, and verification of income and assets in a format approved by the City in accordance with the regulations of the grant funding. Completed applications are reviewed by staff in order of date received.

3. In the event a County, State, or Federal Disaster declaration is made, applicants who need assistance due to damage or destruction incurred during the disaster event will be given precedence over other applications; and

4. If property insurance proceeds or disaster assistance (FEMA, SBA) is received, proceeds must first be applied towards the repairs/rehabilitation of the property before the City provides any form of assistance. A statement of benefits along with proof of repairs must be provided.

5. Applicant must be a homeowner named on a Warranty Deed, Quit Claim Deed or other recorded document which the City Attorney's office has determined demonstrates a valid ownership interest.

6. The assistance level is determined by income level as listed in Section III.D.5.

7. If a property is owned by more than one individual, the residency of the co-owner(s) (spouse, former spouse, family member, friend, etc.) must be verified.
   a) If the co-owner(s) reside in the household, then the co-owner(s) income must be included in the eligibility determination.
   b) If the co-owner(s) has documented his/her residence at another location, then the co-owner(s) income is not calculated in to the household income. However, he/she must sign the Agreement with the City and the mortgage lien.

   It is important to note that the State of Florida does not have a "legal separation" provision. As a result, if an applicant is still married, it doesn't matter if he or she does not still reside in the property with their spouse.

8. Applicants who have been determined to be Eligible Property Owners are served on a first qualified, first served basis, based on the date of determination of eligibility after review of the completed application. Applicants may be required to re-verify income and residence, after a time period determined by the grant funding, whichever is strictest. In addition, the City reserves the right to request additional or updated information at any time during participation in the program. In the event that there is an income, elderly or special needs preference, those grant required preferences will be shown priority in assistance.

9. Applicants may not be given assistance if they have demonstrated their intention to sell or transfer their property within the next year; have a judgment, tax lien or other government lien on their property; or are determined to not have a good ownership interest through the underwriting review conducted by Program staff. Additionally, applicants may not be given assistance if they are more than one (1) month behind on their mortgage payment or utility payments.

10. To complete determination of applicant eligibility, the Program staff will request a title search (Ownership & Encumbrance Report) of the proposed property to determine ownership interest and eligibility of the property.

11. An underwriting review is conducted to ensure that City administered funds are utilized in a manner that ensures that financial accountability standards are met. An Applicant whose property has liens recorded against it which in total are in excess of the Property Appraiser's assessment of value of the property for the most recent assessment year shall be restricted to assistance or may be deemed ineligible and not assisted at all.

12. If an Applicant is determined to have impediments (e.g. liens, judgments, water liens, code enforcement liens/issues) to receiving assistance through these City Programs, staff will provide guidance and counseling to the Applicant to remove these impediments. Applicants are not Eligible Property Owners until all impediments have been removed or, alternatively, the level of assistance may be restricted due to the severity of the impediment(s). In these instances, limited assistance may be provided which eliminate public health or severe code deficiencies.

13. Applicants who are determined to be ineligible for assistance or who decline assistance through the Program must first show proof that their circumstances have changed to warrant a review and complete a new application. They will be considered new applicants at that point.

14. All properties assisted with federal or state funds, may be subject to an environmental review, lead based paint testing and abatement, and/or asbestos testing.

15. If it is determined that the property lies in a flood zone, the owner will be asked to demonstrate that there is flood insurance carried on the property until close-out of the project.

16. All housing rehab applicants must have homeowners insurance. If the home is uninsurable due to code issues, the applicant must provide documentation that homeowners insurance shall be obtained upon completion of rehab assistance.

17. Ineligible Applicants will be counseled on the City Approved Appeal Procedure.

18. Assistance shall not be provided to any property owner with an active code enforcement lien. All code liens must be satisfied prior to housing assistance.

19. Items in project case file shall consist of: underwriting information, applicant information, legal documents, property information, and construction management.

20. Items in case file shall consist of: project documentation, participant eligibility, property eligibility, property standards, eligible costs, contractor selection, construction management, loan processing and servicing, and on-site inspection.

21. The timeframe for income source documentation shall be 2 months for HOME assisted activities.

C. MARKETING:

I. The City of Cocoa shall abide by the Brevard County HOME Consortium Affirmative Marketing Policy.

II. The City shall take affirmative marketing steps to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing

market area. A wide range of marketing strategies will be implemented to ensure that eligible persons have a reasonable opportunity to be informed about the program opportunities being carried out by the City of Cocoa and the Brevard County HOME Consortium.

III. On an annual basis, the City will review its marketing efforts to assess fair housing outreach and comply with fair housing regulations.

D. DETERMINATION OF WORK/OWNER-OCCUPIED REHABILITATION:

I. Upon determination of property eligibility, Program staff will inspect the unit utilizing the Florida Building Code for existing housing adopted by the Cocoa City Council and Department approved rehabilitation standards, and will prepare work specifications and a cost estimate.

II. Rehabilitation Standards must be adequate to extend the useful life of the property for at least five (5) years, preferably longer, to protect the security of the rehabilitation deferred payment loan. Department approved rehabilitation standards shall include, at a minimum:

a) Correction of all violations of the Florida Building Code.

b) Correction of observable and identifiable problems which would lead to the violation of the Florida Building Code within the lien period.

c) Incidental repairs related to work performed under 2.a) or b) of this Section. (e.g. repair and painting of wall due to roof leak)

d) Addition of energy efficiency improvements which decrease the operating cost of the unit.

e) All replacement materials will meet FHA Minimum Property Standards and applicable industry standards.

f) Household systems and equipment shall be replaced on a unit for unit basis. Determination shall be based on need and safety of the household, including size of household and handicapped status of household member(s).

g) Barrier free items, such as, building/installing wheelchair ramps, grab bars, accessible showers, handicap toilets, sinks/faucets and widening of doors.

h) In accordance with Section 420.9075(3)(d), F.S, the City of Cocoa shall expend SHIP funds in a manner that encourages reduced long-term costs relating to maintenance, utilities, and/or insurance. Innovative design, green building principles, storm-resistant construction, or other elements will be incorporated in all housing strategies both for sustainability and to promote greater affordability.

III. All units assisted with federal funds will be evaluated for the potential presence of lead-based paint and asbestos. Owners will be noticed on the hazards of lead based paints. The treatment of defective paint surfaces is required.

IV. Property Owners who are determined to be eligible for assistance shall receive financial assistance for the repair, rehabilitation or replacement of their home in accordance with the following schedule, under the requirements defined in Paragraph 6 of this section:

INCOME LEVEL ADJUSTED BY FAMILY SIZE*	MAXIMUM ASSISTANCE
0 – 50% Median Income	$40,000 - Homebuyer
51 – 80% Median Income	$35,000 - Homebuyer
80 – 120%	$30,000 - Homebuyer
0 – 80% Median Income	$60,000 – Rehabilitation $20,000 – Minor Repairs $150,000 – Replacement

**The median family income is based on census data on family incomes updated using a combination of bureau of labor statistic earnings and employment data, Census P-60 median family income data, and Census American Community Survey data on changes of state median family incomes.*

6. The following requirements are placed upon the determination of Maximum Assistance:
   a) The level of award is supported by the average age of the City's current housing stock, increase in construction materials, and the increase in replacement costs.

6. Upon completion of the work specifications by Program staff, the Owner will review the proposed work specifications and consent to the specifications in writing. Any issues relating to the proposed work will be resolved before proceeding to Contractor procurement.

7. If a property is determined to require rehabilitation in excess of the funds available through the Program, the owner will be notified. The owner will be provided the opportunity to secure private financing for necessary rehabilitation/replacement whose cost is in excess of available funds. If additional funding is not identified, the property will be assisted to the extent possible with the available financial resources or in the case of rehab put on a replacement waiting list until funds are available.

9. Occupancy and special needs of replacement units:

   1. All persons living in the household at the time of application shall be included when computing family size and income.

2. Occupancy standards shall be consistent with the Florida Building Code approved by the Cocoa City Council and local zoning requirements. The existing number of bedrooms shall be replaced unless determined to be inadequate for the size of the household.

REPLACEMENT HOUSING The following requirements apply to units which are demolished and replaced through this Program. Replacement housing can be carried out by demolishing the existing structure and constructing a new home on the same site or by having the homeowner deed the existing property to a Community Housing Development Organization (CHDO) or a non-profit organization that owns property and is willing to, with an agreement with the City, exchange properties and construct a replacement home on a different lot within the City:

a) Unless the existing mortgage holder agrees to the demolition and replacement, the property must be free of encumbrances and mortgages.

b) $150,000 is the maximum amount allotted per unit for replacement house, this includes construction costs and eligible non-construction costs. The eligible property owner will be required to obtain other financing (or funds) for the remainder of the cost to construct, if needed.

c) The Building Valuation Data published annually by the Florida Building Code as adjusted for the region which includes Brevard County will be utilized to determine reasonable cost of construction by the Florida Building Code plus 5%, shall serve as the maximum cost allowable under this Program for construction of the new unit.

d) Applicants may not have a vested interest in any other property, which could be used as their primary residency.

The City has the right to replace homes based on the severity of the condition of the home and the imminent danger of the structure to the people living within the unit.

E. OWNER CONTRIBUTION:

If the recipient receives FEMA assistance or insurance proceeds, those funds must go towards the rehabilitation or reconstruction of their home first.

Households with more than $4,000 in liquid assets must apply those additional assets beyond the $4,000 towards the rehabilitation or reconstruction of their home. Liquid assets do not include retirement accounts.

F. CONTRACTOR PROCUREMENT:

All Local, State and Federal procurement policies must be adhered to during the program's Contractor selection process. The City's local procurement policy is the Financial Operations Manual (FOM). The FOM is adhered to for all housing related procurements.

G. AGREEMENT AND LIEN:

1. Upon receipt of an approved quote or bid, the Eligible Property Owner will be requested to sign an agreement which stipulates restrictions on the transfer or resale of the property, includes the scope of work to be performed; and identifies the City as a party to the Agreement as the Owner's agent to contract for and carry out the agreed upon repairs and improvements. All Eligible Property Owners must demonstrate adequate insurance coverage, including flood insurance, if so required, for the duration of the construction period. Eligible Property Owners are counseled on the importance of maintaining coverage after construction is completed.

2. Agreements will be executed in accordance with the City's Financial Operations Manual (FOM).

3. Assistance will be provided in the form of a deferred payment loan, secured by a mortgage lien recorded against the property. The mortgage shall not incur interest, nor shall payment be required if the property continues to be used as the Principal Residence.

4. The affordability period is determined by the grant or the following (whichever is stricter):

Minor Repairs less than $20,000	5 year lien forgivable at 20 percent per year
Housing Rehab $20,001 - $49,999	10 year lien forgivable at 10 percent per year
Housing Rehab $50,000 - $60,000	20 year lien forgivable at 5 percent per year
Housing Replacement	20 year lien forgivable at 5 percent per year
Homebuyer Assistance	10 year lien forgivable at 10 percent per year

5. If HOME funds are used, HOME affordability rules apply over the above affordability periods. The HOME affordability period starts from the date that the activity is closed in IDIS.

6. The lien recorded against participant's properties will specifically state that transfer of ownership "shall constitute a default and the balance of the Note unforgiven shall become due and payable in full." In addition, the Note shall specify that "the remaining balance will accrue interest at 3% annum at the time of default. If the City does not demand payment upon default, such action does not constitute a waiver." The mortgage amount is depreciated on an annual basis if the following conditions occur:

    - The homeowner continues to reside in the unit in accordance with the terms of the Agreement; and

- The eligible homeowner provides proof that all insurance, mortgage payments and taxes are current; and
- The property is free of all code violations.
- The property has not been rented out.
- Deployment does not constitute a default.

On, and only on, each anniversary date of the execution of the mortgage, the value of one year's payment will be deducted (if applicable) from the balance owed when all of these conditions are satisfied.

7. The deferred mortgage lien is recorded prior to commencement of the construction project.

8. Minor housing grants, used for handicap accessibility or retrofit improvements, may be disbursed as a grant.

8. Any post-construction agreements or warranties are between the Homeowner and the Contractor and should only be completed after all the work is completed with under the City's Agreement.

9. Homeowner is required to pay for the cost of the satisfaction of mortgage upon expiration of the lien.

H. TEMPORARY RELOCATION:

The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. In the case of minor repairs, housing rehabilitation, and homebuyer assistance, it is anticipated that temporary relocation is not necessary. Relocation assistance provided by the City to Owners, when determined to be necessary by Program staff, shall be in accordance with the URA.

- 49 CFR Part 24 is the government-wide regulation that implements the URA.
- HUD Handbook 1378 provides HUD policy and guidance on implementing the URA and 49 CFR Part 24 for HUD funded programs and projects.

I. SWEAT EQUITY:

In order to prevent costly delays and interruptions to the Contractor's schedule, an owner (including relatives and/or friends) may not perform work on the Eligible Property during the construction period. Should an Eligible Owner wish to perform some improvements

to the Property which is outside the scope of the work write-up, those improvements must be performed prior to the Contractor solicitation, or after the job has been completed and final payment has been made.

In addition, the homeowner may not change the scope of services with a Contractor by offering to complete a certain task(s) in exchange for other work to be done. If this occurs, it will constitute a violation of the Construction Contract and could result in the Contract being terminated. In addition, any monies expended would then become the responsibility of the Contractor and/or homeowner.

J. PAYMENT PROCEDURE:

1. Funds are secured by a Purchase Order prior to the start of construction, as stipulated in the agreement. Funds are disbursed in accordance with the disbursement schedule, (upon written request of the Contractor, and authorization of the Owner, Housing Program Manager and Deputy Director of Community Services Department).

2. Change orders shall be approved by the City and the property owner. The Change Order shall be added or deducted from the purchase order and all documents will be amended accordingly.

3. Upon receipt of an invoice from the Contractor, both the owner, Housing Program Manager, and the City of Cocoa Building Inspector shall inspect work for quality and completion.

4. Payment will be issued to the Contractor within 30 days for such amount as the City determines to be properly due. If payment is withheld, the City will state in writing, within 5 days, cause for withholding a payment. The City reserves the right to withhold payment for defective work and/or pay subcontractors directly.

5. The City on the basis of reasonable and verifiable evidence, may withhold from any payment, such amounts as may be necessary for protection of the Owner against loss caused by:
   a) Defective work not remedied;
   b) Third party claims filed;
   c) Failure of the Contractor to make payments to Subcontractors;
   d) Failure to pay for material, equipment or labor; and/or
   e) Failure to perform the work in accordance with the Agreement documents or to provide a construction schedule as required by the Agreement.

6. Contractors contracted for rehabilitation/replacement work in which the City's funding commitment exceeds $15,000 will have ten percent (10%) of their progress payment requests subject to retainage. The retainage will not be released until all work is completed, all necessary paperwork is received and the City closes out the

project. If there is a dispute over quality or completion of work, the retainage shall be held until resolution occurs.

7. Final payment shall not made until the Contractor provides Release(s) of Liens, copies of permits to the Department, all inspections are completed, and copies of the Project Warranty and the Close-out form are submitted.

8. Any incidence of inadequate performance by a Contractor will be documented in accordance with City policy and procedure. Contractors may be suspended or debarred from further participation in the City's Housing Programs.

K. CLOSE-OUT PROCEDURE:

Assistance is completed upon final acceptance by the Owner of completed work and Program authorization for final payment.

L. ASSISTING PREVIOUSLY ASSISTED UNITS & MAXIMUM ASSISTANCE LIMIT:

Households which have previously been assisted through the City's housing programs shall be limited to receiving one additional instance of minor repairs. These repairs shall be limited to health/safety repairs whose cost shall be no more than $20,000 if the household has no need for handicap accessibilities. If client is elderly or has need of handicap accessibilities, assistance will be up to $60,000 for handicap accessibilities to include (but not limited to) ramps, grab bars, and walk-in showers.

Households which have previously been assisted with HOME funds may be assisted during the first year of project completion. After the first year, no additional HOME funds will be provided to a HOME-assisted project during the relevant period of affordability.

M. SUBORDINATION OF CITY HOUSING ASSISTANCE LIENS:

1. An Owner requesting a subordination of the City's lien must make this request in writing, indicating the reason for the request.

2. Only subordination requests which increase the affordability of the housing unit, or assist a household with medical expenses, not associated with consumer debt, shall be considered.

3. As indicated in Resolution 97-18, The City Manager or Designee must authorize any subordination requested. Staff will identify for the City Manager or Designee, the current status of the City's equity position and the equity position if the subordination request is approved.

4. The Owner may be charged any recording fees necessary for the subordination.

N. DEATH OR RELOCATION OF ELIGIBLE PROPERTY OWNERS:

Upon the death or relocation of the Eligible Property Owner during the mortgage period, the mortgage balance shall become due in full. The City of Cocoa will require repayment

of the mortgage balance at the time of refinancing of the property. If no refinancing of the property occurs at the time of death or relocation of the Owner, the mortgage balance shall cease to depreciate and will be frozen at the balance in place at the date of death or relocation. The lien will continue against the property until repayment is made or the lien period is concluded. At any time during the lien period, the Owner, or heir shall have the right to repay the current balance without penalty.

In cases wherein death or relocation of the Eligible Property Owner has occurred, the City will notify the owner or surviving heir(s) of the following options:

OPTION I. Housing Unit Remains an Affordable Housing Unit:
The City will allow the property to continue to be used as is if both of the following conditions are met:

- The individual(s) who inherits the home wishes to reside in the home as their primary (Homestead Exemption) residence; and

- The individual(s) are willing to meet all program requirements, including but not limited to, certification of their income/assets and assuming responsibility for the City's lien.

Option I satisfies the City's goal of promoting decent and safe affordable housing units while eliminating slum and blight. However, if the heir is unable or unwilling to meet the requirements of Option I, the City will pursue Option II.

Option I. is not offered to owner or surviving heir(s) of a replacement home. Owners or surviving heir(s) of a replacement will be notified of Option II and Option III.

OPTION II. Satisfaction of the City's Lien:
The City will request that the heir satisfy the remaining balance of the lien. This will be accomplished through either of the following:

- The individual(s) who inherits the property pays the balance due; or

- The individual(s) who inherits the home obtains a new lien against the property in their name satisfying the City's lien; or

- The individual(s) who inherits the property sells the home, thereby satisfying the City's lien. The remaining proceeds from the sale of the home once the City's lien is satisfied would belong to the heir(s).

Option II is still in line with the City's goal of promoting decent and safe affordable housing units while eliminating slum and blight because the recaptured funds are then used to help other projects. However, if the heir is unable or unwilling to pursue either of the strategies in Option II, the City will pursue Option III.

OPTION III. Declare the Notes in Default & Bring Foreclosure Action:

If Option I or II cannot be satisfied, the City will declare the notes in default and bring foreclosure action on the property. Option III is still in line with the City's goal of promoting decent and safe affordable housing because the home will then be used to provide housing to another qualified applicant.

O. APPEALS:

Any Applicant or client wishing to make a complaint or appeal a decision made by the Program shall be given a copy of the City Approved Appeal Procedure.

P. FOLLOW-UP:

Periodic follow-up contacts with the property owner(s) at 30 day, 60 day and 12 month intervals are scheduled by the Program Staff to ensure compliance with program guidelines and ascertain additional counseling needs. In addition, on an annual basis City staff will request updated copies of the homeowner's insurance, taxes and mortgage (if applicable) statements to ensure that the are current.

IV. PURCHASE ASSISTANCE PROGRAM POLICY

I. PURPOSE

The purpose of this document is to establish the policies of the City of Cocoa's Purchase Assistance Program (PAP) so as to promote fairness and equitable treatment of applicants and recipients of program assistance. The scope of the program is to provide purchase, closing costs, and rehabilitation assistance to very low-, low- and moderate-income buyers purchasing housing units in the City limits of Cocoa. Policies are written in accordance with the enabling legislation and implementing regulations of the State Housing Initiatives Partnership Program (SHIP), administered by the Florida Housing Finance Corporation (FHFC) and the HOME Investment Partnership Program (HOME), a housing grant of the U.S. Department of Housing and Urban Development (HUD).

II. PROGRAM GOALS

In accordance with the needs identified, the priorities established, and the objectives and strategies outlined in the City's Consolidated Plan, annual Action Plan, SHIP Local Housing Assistance Plan, and the Housing Element of the City's Comprehensive Plan, and in accordance with the 2013 HOME Final Rule, the goals of the Purchase Assistance Program are:

- *the provision of affordable housing to low income households; and*
- *the preservation of existing housing stock.*

III. REFERENCES

- Section 420.907 et. seq. Florida Statutes, *State Housing Initiatives Partnership Act.*

- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et. seq., *State Housing Initiatives Partnership Program.*
- 24 CFR Part 92, 2013 HOME Final Rule*, US Department of Housing and Urban Development*.

IV. DEFINITIONS

Affordable means that monthly mortgage payments including taxes and insurance do not exceed 30% of that amount which represents the percentage of the median annual gross income for the household's income group (e.g. very low- or low-income group). It is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark.

Applicant means a person or household who submits a signed and completed Purchase Assistance Program application for assistance.

Contributions/Donations means should the Applicant receive a contribution or donation towards the Purchase Assistance Program (First Time Home Buyer Program), from family or friends, the City of Cocoa has limited the amount to $5,000. The contribution/donation will be towards the down payment.

CDBG means Community Development Block Grant.
Department means the Housing and Community Services Department of the City of Cocoa.

FHFC means the Florida Housing Finance Corporation.

General Property Improvements mean those improvements which are not corrections of health and safety violations, but which place the unit in a readily maintainable condition and conform it to other standard units in the local housing market.

HOME means HOME Investment Partnership Program.

Homeownership defined in §92.2 and is revised to clarify that, contract for deed, installment contracts and land sales contracts are specifically excluded.

Low-income means that the household income is 51% to 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Melbourne-Titusville-Palm Bay (Brevard) MSA means the Metropolitan Statistical Area used for demographic data purposes.

Moderate-income means that the household income is 81% to 120% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Principal Residence means the household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption.

Rehabilitation means repairs or improvements that are needed for safe or sanitary habitation, correction of substantial code-violations, or the creation of additional living space in accordance with the Florida Building Code.

SHIP means the State Housing Initiatives Partnership Program.

Very low-income means that the household income is below or equal to 50% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

V. ELIGIBILITY

1. Household Eligibility
   a. The applicant's household income may not exceed 120% and 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA as determined annually by HUD when using SHIP and HOME or CDBG funds respectively.
   b. Households with more than $4,000 in liquid assets within a savings or checking account must use the difference towards the purchase of the home.
   c. The applicant and/or co applicant must have received City-approved homebuyer education and one-on-one housing counseling.
   d. The applicant must be able to obtain to obtain a 30-year first mortgage through a non-predatory lending institution.
   e. The applicant must be able to provide proof of responsible lending and sustainable (e.g., no predatory loans) in accordance with §92.254(f).

2. Unit Eligibility
   a. The unit must be located in the city limits of Cocoa.
   b. The purchase price of the unit may not exceed 90% and 95% of the median area purchase price for existing homes or new construction in the Melbourne-Titusville-Palm Bay (Brevard) MSA as established by the United States Department of Treasury when using SHIP or HOME funds respectively.
   c. The assistance may not be used to purchase a mobile or modular home.
   d. Existing units may have a swimming pool or similar amenity.
   e. Reasonable closing fees may be charged. However, all fees shall be reviewed by the Housing Program Manager and approved.
   f. Eligible forms of homeownership when using HOME funds:

- Fee simple title in a 1- to 4- unit dwelling or condominium unit or at least a 99-year leasehold interest, except:

- Housing located in insular areas must have a ground lease for at least 40 years
- Housing located on an Indian trust or restricted Indian land, for at least 50 years
- Housing located on land owned by a community land trust, for at least 50 years
- Manufactured housing on a ground lease that is at least equal to the applicable affordability period §92.251(e).

3. Levels of Assistance

The actual assistance will be the *minimum* amount needed to get the applicant into an affordable unit.

a. The maximum assistance for households with incomes at or below 50% of the median is $40,000.
b. The maximum assistance for households with incomes at 51% - 80% of median is $35,000.
c. The maximum assistance for households with incomes at 80% - 120% of median is $30,000.
d. When used to purchase an existing home requiring rehabilitation, $5,000 is available for any combination of down payment, closing costs and rehabilitation. Rehabilitation shall be completed in accordance with Florida Building Code. Any rehab completed shall have a minimum useful life of at least five (5) years for major systems. Work write-ups and written cost estimates shall be reviewed and approved by the City. The City shall determine if the costs are reasonable, and plans and specifications are in compliance with the City's written standards.

In order to prevent over subsidization of the homeowner or the excessive closing costs charged by the lender, the City reserves the right to refuse assistance. In such cases, the homebuyer will be asked to renegotiate the loan or to seek another lender.

3. Other Loan Terms

The assistance will be in the form of a deferred payment loan, secured by a zero percent (0%) interest mortgage in favor of the City of Cocoa and forgiven at the end of the term. In addition to the affordability period, the following terms will apply to each loan:

1. Death of the mortgagor: The passing of title due to the death of the mortgagor to other than a spouse or co-mortgagor holding an interest in the property as a co-tenant is deemed a conveyance.
2. Leasing: Leasing the premises for any period of time is deemed a conveyance.
3. Continued Occupancy: The mortgagor must reside in the assisted property as his/her principal residence for the life of the loan. If for any reason, other than a hospital or nursing home stay, the mortgagor vacates the premises for more than a period of 120 days in any one calendar year, such vacation shall constitute default.

4. Interest: There is zero interest on the loan except in the case of default, at which time the remaining balance shall accrue interest at five percent (5%) per annum.
5. Maintenance: The mortgagor must keep the property maintained and in good repair according to the Florida Building Code and all applicable codes of the City of Cocoa.
6. The homeowner will be required to pay for the cost of the satisfaction of mortgage upon expiration of the lien term.

4. Subordination of Liens

Subordination of liens will be considered for the following reasons only:

- Only subordination request which increase the affordability of the housing unit, decreases the term of the loan, provides a lower interest rate or not associated with consumer debt.
- Each request shall be reviewed on a case by case basis. The Housing and Neighborhood Services Manager has the right to deny or agree to subordination.

5. Affirmative Marketing

It shall be the policy of the City of Cocoa to affirmatively market the Purchase Assistance Program in such a way as to promote fair housing in accordance with the applicable marketing requirements of the SHIP Program regulations and the HOME rules. The City adheres to the Brevard County Affirmative Marketing Policy.

6. Selection Criteria

All assistance is subject to the availability of funds. Assistance will be on a first come, first ready basis.

Applicants cannot have owned a home within three (3) years of closing and any net proceeds from the sale of a previous home should be applied to the purchase of the new home prior to receiving down payment assistance.

Applicants that have previously received state or federal down payment assistance are not eligible for assistance for three (3) years.

7. Owner Contribution

The applicant must make a minimum cash contribution towards the purchase of the home.

- Households with incomes at or below 50% of the median must contribute a minimum $500.
- Households with incomes at 51-80% of median must contribute a minimum of $750.
- Households with incomes at 81-120% of median must contribute a minimum of $1,000.

- Households with more than $4,000 in liquid assets in a savings or checking account must apply those additional assets beyond the $4,000 towards the purchase of their home.

8. Notification of Award
An award letter, also called a letter of commitment, will be issued within 30 days after the income has been certified. The award letter will be good up-to six months. Clients may be subject to a re-certification if more than 120 days have lapsed and the client has not received assistance. This will be determined on a case by case basis.

9. Purchase Assistance Program
In the event that the City shall desire to have a sub-recipient/non-profit administer the Purchase Assistance Program, the selection process shall be done according to the City's Financial Operations Manual as it relates to procurement. The sub-recipient/non-profit will administer the program based on the City of Cocoa's Housing Policies and Procedures.

10. Housing Counseling/Homebuyer Education
The Housing Counseling/Homebuyer Education Program shall at all times be administered as follows:

(a) DESCRIPTION OF WORK TO BE PERFORMED
The Housing Counseling/Homebuyer Education Program shall be implemented as a turnkey operation. The agency administering the program shall market the program, schedule and make all arrangements (sites, speakers, materials, etc.) for homebuyer education classes, and provide housing counseling on an individual basis to each homebuyer. The agency must also provide proof of attendance by homebuyers.

A. LEVELS OF ACCOMPLISHMENT

Activity #1 Housing Counseling to individual homebuyers.

Performance standards by which success will be measured include, but are not limited to, the following:

(a) Keeping of accurate time sheet records of housing counseling staff, demonstrating actual time spent on housing counseling activities;
(b) Housing counseling must be carried out by a certified housing counselor (as defined by the National Federation of Housing Counselors, or its equivalent);
(c) File evidence of housing counseling notes.
(d) Housing counseling shall be provided in accordance with §92.254(a)(3) when using HOME funds.

Activity #2 Homebuyer Education Classes

Performance standards by which success will be measured include, but are not limited to, the following:

(a) Classes must follow, at a minimum, the Fannie Mae recommended homebuyer education course outline.
(b) Classes must include a Fair Housing Law education component.
(c) File evidence of classes, including, but not limited to copies of agendas, sign-in sheets, and class evaluations by participants.

11. SUSTAINABLE HOMEOWNERSHIP UNDERWRITING

The City shall have written underwriting standards that evaluate the homebuyer in accordance with §92.254(f) regarding:

- Housing debt and overall debt
- Monthly expenses of the family
- Assets available to acquire housing
- Financial resources available to sustain housing

12. SPECIFIC HOME REQUIREMENTS

- HOME statute requires initial purchase price/after rehab value not to exceed 95% of area median purchase price in accordance with §92.254(s)(2)(iii).
- City sponsored homebuyer units which remain unsold after six (6) months after construction shall be converted to rental units, for the rental affordability period, or HOME funds must be repaid. A ratified sales contract is sufficient to demonstrate a sale. Units can become lease-purchase only if: the City has an established lease-purchase program, and an Agreement with the homebuyer is executed before the deadline.
- In accordance with §92.254(f) the City shall ensure that loan terms of any loans to which HOME funds are subordinated are reasonable and sustainable.
- If a non-governmental lender is providing both first mortgage financing and HOME assistance (as a subrecipient or contractor), the City shall verify income eligibility and inspect housing for compliance with applicable property standards.
- For HOME funds, lenders cannot charge fees.
- The City shall follow the resale and recapture requirements of §92.254(a)(5) within the Brevard County HOME Consortium Consolidated Plan and annual Action Plans. The resale provisions clearly define “fair return” and “reasonable range of low-income homebuyers.”
- In accordance with §92.251(c) the City shall determine assisted housing is decent, safe, sanitary and in good repair. All assisted housing shall meet the Florida Building Code and shall not contain deficiencies proscribed by HUD based on inspectable items and areas pursuant to 24 CFR 5.702 (UPCS Checklist).
- The City shall inspect housing and document compliance no earlier than 90 days before commitment of HOME funds.
- The City shall rehab housing that fails to meet these property standards or HOME funds cannot be used to acquire it, in accordance with §92.251(c).
- A contract for deed (also known as an installment contract or land sales contract) is *not* an eligible form of homeownership.

13. Complaints and Appeals

Any complaint or appeal shall be submitted by the applicant in written form within 5 business days from notification of funding recommendation for disposition by the Housing Program Manager who shall respond in writing within 5 days of receipt of same, where practicable.

The Housing Program Manager's reply shall indicate the avenue of appeal which shall be to the Deputy Community Services Director. The Deputy Community Services Director will make the final determination unless the determination warrants a legal opinion, in which case, the final determination will be made by the City Attorney.

V. RESERVATION OF AUTHORITY

The authority to issue and/or revise Policies is reserved by the Cocoa City Council.

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A

Exhibit A (2022)

(City of Cocoa)

Fiscal Year: 2022-2023		
Estimated SHIP Funds for Fiscal Year:	$	128,147.00
Salaries and Benefits	$	11,016.00
Office Supplies and Equipment	$	200.00
Travel Per diem Workshops, etc.	$	1,098.70
Advertising	$	500.00
Other*	$	-
Total	$	12,814.70
Admin %		10.00%
		Over Budget
Fiscal Year 2023-2024		
Estimated SHIP Funds for Fiscal Year:	$	128,147.00
Salaries and Benefits	$	11,016.00
Office Supplies and Equipment	$	200.00
Travel Per diem Workshops, etc.	$	1,098.70
Advertising	$	500.00
Other*	$	-
Total	$	12,814.70
Admin %		10.00%
		OK
Fiscal Year 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	128,147.00
Salaries and Benefits	$	11,016.00
Office Supplies and Equipment	$	200.00
Travel Per diem Workshops, etc.	$	1,098.70
Advertising	$	500.00
Other*	$	-
Total	$	12,814.70
Admin %		10.00%
		OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

April 12th, 2022

Exhibit B
Timeline for SHIP Expenditures

City of Cocoa affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2022-2023	6/30/2024	6/30/2025	9/15/2024	9/15/2025
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2022-2023	3/30/2025	6/15/2025
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2022-2023

Name of Local Government: City of Cocoa

Estimated Funds (Anticipated allocation only): $ 128,147

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
1	Purchase Assistance with Rehab	Yes	1	$37,400	1	$32,400			$69,800.00	$0.00	$69,800.00	2
2	Purchase Assistance without Rehab	Yes	1	$37,400	1	$32,400			$69,800.00	$0.00	$69,800.00	2
3	Owner Occupied Rehabilitation	Yes	1	$60,000	1	$60,000			$120,000.00	$0.00	$120,000.00	2
4	Demolition/Reconstruction	Yes	1	$150,000	1	$150,000			$300,000.00	$0.00	$300,000.00	2
5	Disaster Recovery	Yes	1	$15,000	1	$15,000			$30,000.00	$0.00	$30,000.00	2
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		5		5		0		$589,600.00	$0.00	$589,600.00	10
	Purchase Price Limits:		New	$ 311,980	Existing	$ 311,980						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$	12,815	10%		OK					
	Home Ownership Counseling		$	-								
	Total All Funds		$	602,415	This total is over the allocation and will require less than the maximum amount be awarded per applicant							

Set-Asides

Percentage Construction/Rehab (75% requirement)		460.1%	OK
Homeownership % (65% requirement)		460.1%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	$ 299,800	234.0%	OK
Low Income (30% requirement)	$ 289,800	226.1%	OK
Moderate Income	$ -	0.0%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2023-2024

City of Cocoa

Estimated Funds (Anticipated allocation only):	$ 128,147

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
1	Purchase Assistance with Rehab	Yes	1	$37,400	1	$32,400			$69,800.00	$0.00	$69,800.00	2
2	Purchase Assistance without Rehab	Yes	1	$37,400	1	$32,400			$69,800.00	$0.00	$69,800.00	2
3	Owner Occupied Rehabilitation	Yes	1	$60,000	1	$60,000			$120,000.00	$0.00	$120,000.00	2
4	Demolition/Reconstruction	Yes	1	$150,000	1	$150,000			$300,000.00	$0.00	$300,000.00	2
5	Disaster Recovery	Yes	1	$15,000	1	$15,000			$30,000.00	$0.00	$30,000.00	2
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		5		5		0		$589,600.00	$0.00	$589,600.00	10
Purchase Price Limits:			New	$ 311,980	Existing	$ 311,980						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$	12,815	10%			OK				
	Home Ownership Counseling		$	-								
	Total All Funds		$	602,415	This total is over the allocation and will require less than the maximum amount be awarded per applicant							

Set-Asides

Percentage Construction/Rehab (75% requirement)		460.1%	OK
Homeownership % (65% requirement)		460.1%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	$ 299,800	234.0%	OK
Low Income (30% requirement)	$ 289,800	226.1%	OK
Moderate Income	$ -	0.0%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2024-2025

Name of Local Government: City of Cocoa

Estimated Funds (Anticipated allocation only): $ 128,147

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
1	Purchase Assistance with Rehab	Yes	1	$37,400	1	$32,400			$69,800.00	$0.00	$69,800.00	2
2	Purchase Assistance without Rehab	Yes	1	$37,400	1	$32,400			$69,800.00	$0.00	$69,800.00	2
3	Owner Occupied Rehabilitation	Yes	1	$60,000	1	$60,000			$120,000.00	$0.00	$120,000.00	2
4	Demolition/Reconstruction	Yes	1	$150,000	1	$150,000			$300,000.00	$0.00	$300,000.00	2
5	Disaster Recovery	Yes	1	$15,000	1	$15,000			$30,000.00	$0.00	$30,000.00	2
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		5		5		0		$589,600.00	$0.00	$589,600.00	10
	Purchase Price Limits:		New	$ 311,980	Existing	$ 311,980						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$	12,815	10%		OK					
	Home Ownership Counseling		$	-								
	Total All Funds		$	602,415	This total is over the allocation and will require less than the maximum amount be awarded per applicant							

Set-Asides

Percentage Construction/Rehab (75% requirement)		460.1%	OK
Homeownership % (65% requirement)		460.1%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	$ 299,800	234.0%	OK
Low Income (30% requirement)	$ 289,800	226.1%	OK
Moderate Income	$ -	0.0%	

Exhibit D
67-37.005(1), F.A.C.
2022

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CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Cocoa

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Michael C. Blake, Mayor

_____ _____

Witness Type Name and Title

_____

Date

OR

_____

.

Attest: (Seal)

Exhibit E
67-37.005(1), F.A.C.
2022

RESOLUTION #: _22-030_____

A RESOLUTION OF THE _CITY COUNCIL_ OF THE _CITY OF COCOA_ FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES;AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

*** * * * * * * * * ***

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

Exhibit E
67-37.005(1), F.A.C.
2022

WHEREAS, the Community Services Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Cocoa to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

Section 1: The City Council of the City of Cocoa hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2022-2023, 2023-2024, 2024-2025.

Section 2: The Mayor, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 12th DAY OF APRIL, 2022.

_____
Michael C. Blake, Mayor

(SEAL)

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	22-169	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	3/23/2022		**In control:**	City Council	
On agenda:	4/12/2022		**Final action:**		
Title:	Approve an Amendment to Contract B-20-01-COC with Kemira Water Solutions Inc. to Accept an Off-Cycle Price Increase of 28% for the Purchase of Ferric Sulphate Bringing the Price up from $255.00 per Dry Ton to $326.40 per Dry Ton due to Extraordinary Market Conditions Surrounding Raw Material and Transportation Costs. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa 3rd amendment 3-14-22.pdf B-20-01-COC Kemira-Executed Original & Amend # 1.pdf B-20-01-COC Kemira - Executed Amend # 2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2022
Agenda Date: April 12, 2022
Prepared By: Sean McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve an Amendment to Contract B-20-01-COC with Kemira Water Solutions Inc. to Accept an Off-Cycle Price Increase of 28% for the Purchase of Ferric Sulphate Bringing the Price up from $255.00 per Dry Ton to $326.40 per Dry Ton due to Extraordinary Market Conditions Surrounding Raw Material and Transportation Costs.

BACKGROUND:

The City of Cocoa operates a 12 MGD Surface Water Plant that utilizes Ferric Sulfate as part of the potable water treatment process. Ferric Sulfate is used to remove color from the water, which if it is not removed, will cause regulatory compliance issues with the finished water quality.

Due to an unforeseen increase in expenditures related to raw materials and transportation cost, Kemira Water Solutions Inc. has requested an increase in the price per ton for the Ferric Sulfate. The surface water treatment has been offline for maintenance and repairs and thus there is money available for chemicals within the existing budget. Staff evaluated the price increase requested by Kemira and determined the cost (projected cost is $290,496.00) for the City of Cocoa can be absorbed with the current budget allocated ($313,122.00) for the purchase of Ferric Sulfate for the remainder of FY 2022..

Staff recommends council approve the requested price increase, from Kemira Water Solutions Inc., for the purchase of the potable water treatment chemical Ferric Sulfate.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
Amount Budgeted for FY 2022:	$313,122.00
Account Number:	421-4020-536.52-09
Account Name:	Chemicals

PREVIOUS ACTION:

The 2nd Amendment for Bid Number B-2-01-COC - Ferric Sulfate was entered into agreement on June 2, 2021. The original contract was approved, with Kemira Water Solutions, on September 11, 2019 under agenda #19-379.

RECOMMENDED MOTION:

To Approve an Amendment to Contract B-20-01-COC with Kemira Water Solutions Inc. to Accept an Off-Cycle Price Increase of 28% for the Purchase of Ferric Sulphate Bringing the Price up from $255 per Dry Ton to $326.40 per Dry Ton due to Extraordinary Market Conditions Surrounding Raw Material and Transportation Costs.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.org

CITY OF COCOA
AMENDMENT TO PURCHASE AGREEMENT
3RD AMENDMENT
KEMIRA WATER SOLUTIONS INC.
BID NO. B-20-01-COC – FERRIC SULFATE

This THIRD Amendment to the purchase agreement for **Ferric Sulfate** is made and entered into as of March 14, 2022 by and between the **City of Cocoa** and **Kemira Water Solutions Inc., FKA; Kemiron CO. Inc., 316 Bartow Airport, Bartow, FL 33830.**

The agreement entered into on September 11, 2019, is hereby amended to accept an off-cycle price increase of 28% bringing the price of Ferric Sulfate from $255/dry ton to $326.40/dry ton for the remaining term of this contract terminating on September 30, 2022.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

KEMIRA WATER SOLUTIONS, INC.	**CITY OF COCOA**
By: Christina Imbrogno (Name) Printed	**By:** Michael C. Blake (Name) Printed
Commercial Support Manager (Title)	Mayor (Title)
Signature 3/14/22 Date	Signature Date

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Diane Kozlak, Senior Buyer & Contract Agent

Bid Approved by City Council on 09/11/2019, Effective 10/01/19 through 09/30/20
1st Renewal, Approved by City Council 09/23/2020, Effective 10/1/20 through 09/30/21

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-20-01-COC

This FIRST Amendment to the purchase agreement for **Ferric Sulfate** is made and entered into as of August 14, 2020 by and between the **City of Cocoa** and **Kemira Water Solutions Inc., FKA; Kemiron CO. Inc., 316 Bartow Airport, Bartow, FL 33830.**

The agreement entered into on September 11, 2019, is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the same rate ($255.00/Per Ton) terms, and conditions commencing on October 1, 2020 and terminating on September 30, 2021.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

KEMIRA WATER SOLUTIONS, INC.	CITY OF COCOA
By: Gayla Walker	By: Jake Williams, Jr.
(Name) Printed	(Name) Printed
Commercial Support Specialist	Mayor
(Title)	(Title)
Signature 8/14/20	Signature 9/23/2020
Date	Date

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Diane Kozlak, Senior Buyer & Contract Agent

ORIGINAL

Project Manual
For The
City of Cocoa

Water & Wastewater Treatment Chemicals Project

City of Cocoa, Florida

BID NO. B-20-01-COC

August, 2019

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Bid #B-20-01-COC

SECTION	DESCRIPTION
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00100	Instructions to Bidders
00110	Local Vendor Preference Affidavit
00296	Scrutinized Company Certification
00297	Certification Regarding Debarment and Suspension
00298	Bidder's Certification
00299	Check List
00300	Bid Form/Schedule of Unit Pricing
00310 D-H	Specifications
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00490	Conflict of Interest Statement
00700	General Conditions
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SECTION 00001

THE BREVARD COUNTY PUBLIC ENTITY PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative (BCPEPC).

Local Governmental entities within the Brevard County area, currently consisting of 8-members, have entered into an Inter-local Agreement to create a Cooperative Purchasing group within our geographical area. The Brevard County Public Purchasing Cooperative was formed in an effort to develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products and lower administrative costs.

The government entities participating in this particular procurement and their respective delivery locations are listed in the attached document.

Brevard County Public Entity Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead entity". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating entities referenced in this award must be brought to the attention of the lead entity.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective entity requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead entity of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Entity a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- **Municipalities and other governmental entities which are not members of the Brevard County Public Entity Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this solicitation award.** However, other Brevard County Public Entity Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead entity. New Brevard County Public Entity Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead entity.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

SUBMIT BID TO: CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor **PH: 321-433-8833**	# INVITATION TO BID **Bidder Acknowledgement** *FORM NO. 00019*		
	BUYER: **Christie Jarrell**	TELEPHONE #: **321-433-8833**	FAX #: **321-433-8860**

MAILING DATE: **Monday, July 11, 2019**	BID TITLE: **Water & Wastewater Treatment Chemicals**	*BID NUMBER:* **B-20-01-COC**
BID SUBMITTAL DATE AND TIME: **Thursday, August 1, 2019 @ 2:30 p.m**	BID OPENING TIME AND LOCATION: **3:00 p.m. Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor**	**BIDS RECEIVED AFTER SUBMITATAL DATE AND TIME WILL NOT BE ACCEPTED**
PRE BID DATE, TIME AND LOCATION (IF APPLICABLE):	TIME: **NA**	DATE: **NA**

BIDDER NAME:	Kemira Water Solutions, Inc.		
MAILING ADDRESS:	4321 W. 6th St.		
CITY-STATE-ZIP:	Lawrence, KS 66049		
EMAIL ADDRESS:	Kwsna.bids@kemira.com	TELEPHONE NO:	(785) 842-7424
		FAX NO:	(785) 842-2629
AUTHORIZED SIGNATURE (MANUAL):		TITLE:	Commercial Support Manager
TYPED/PRINTED NAME:	Christina M. Imbrogno	DATE:	7/20/19

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):	Method bidder was informed of bid (check appropriate box):
☐ Not enough bid response time ☐ Specification unclear ☐ Our company does not handle this item/service ☐ Our company does not submit bids to Municipalities ☐ Other: (please explain)	☐ Received invitation by direct mail ☐ Viewed bid posting on Internet home page ☐ Read legal ad in newspaper ☑ Viewed through bid reporting service ☐ Other: (please explain)

1 SUBMISSION OF BIDS: All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the Purchasing Department after the specified date and time will not be accepted.

2. EXECUTION OF BID/PROPOSAL. Bid/proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bids/proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid must be initialed. The company name and F.E.I.D. Number shall appear in space(s) provided.

3. BID OPENING: Bid/proposal opening shall be public on the date and time specified. Bids/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

4. BID TABULATION: Any bidder wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left hand corner bid/proposal tabulation response.

5. CLARIFICATION/CORRECTION OF BID ENTRY· The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.

6. INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the designated buyer Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bidders. No interpretation shall be considered binding unless provided in writing by the designated buyer of the City of Cocoa. The deadline to ask questions is July 26, 2019 at 5:00pm

7 PRICING: Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Cocoa to secure area or inside delivery.

8. ADDITIONAL TERMS & CONDITIONS: The City of Cocoa reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original specifications.

9. TAXES: The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.

10. DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid evaluation purposes.

11 MEETS SPECIFICATIONS: All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

12. BRAND NAMES: If items called by this initiation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.

Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

If the bidder proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bids/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the bidder The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To insure that sufficient information is available the bidder shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the bidder proposes to furnish and what the City of Cocoa would be biding itself to purchase by making an award.

13. SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

14. ASSIGNMENT· Any purchase order issued pursuant to this bid/proposal and the monies which many become due hereunder are not assignable except with prior written approval of the City Manager.

15. LIABILITY· The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

16. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17 TRANING: Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal.

18. ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered no conforming to specifications may be rejected and returned at vendor's expense. Those items and items not delivered as per delivery date in bid/proposal and /or purchase order may be purchased on the open marker. Any increase in cost may be charged against the vendor. Any violation of the stipulations may also result in the vendor's name being removed from the bidders list.

19. SAFETY WARRANTY· The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

20. WARRANTY· The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal.

21 AWARDS: As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city wide bases with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable ordinances of the City of Cocoa.

22. DEFINITIONS:
BIDDER. The term BIDDER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.

VENDOR The term VENDOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE **CITY**

Return This Form with Required Bid Submittal Documents

CITY OF COCOA
INVITATION TO BID

Sealed bids will be received at the office of the Purchasing Manager of the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **2:30 pm**, **Thursday, August 1, 2019** and will be publicly opened and read aloud at 3:00 pm that same day, at Cocoa City Hall, in the Purchasing Division office, third floor, for the following:

WATER & WASTEWATER TREATMENT CHEMICALS

BID # B-20-01-COC

DOCUMENTS AVAILABLE ON DemandStar July 1, 2019

The work to be bid consists of furnishing all labor, transportation, services, and incidentals; and performing all work specified in the bid documents. All work performed shall be in accordance with the specifications and contract documents pertaining thereto, which may be examined at the office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida. Copies of all documents, including blank bid form, may be obtained from DemandStar by visiting their web site at http://www.DemandStar.com, or by phone at 1 (800) 711-1712. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org.

A **Pre-Bid Conference** will NOT be held.

The City reserves the right to reject any or all bids, with or without a cause; to waive technical errors and informalities; and to accept the bid, which in its judgment, best serves the City.

One or more of the City Council members may be present at the bid opening.

"PUBLISH IN THE FLORIDA TODAY NEWSPAPER ON"
JULY 4, 2019 and JULY 11, 2019

Section 00100
INSTRUCTIONS TO BIDDERS
BID NO. B-20-01-COC

1. SUBMISSION OF PROPOSALS – Sealed bids shall be received at the time and place designated herein and then publicly opened and read aloud, for furnishing all materials transportation, labor, and equipment, and performing all operations required for the completion of the Work herein specified and as shown on the Contract Documents.

2. DELIVERY OF PROPOSALS – The clock located in the Cocoa City Hall lobby, at the reception desk, shall be the official time for submitting any bid documents. A Bid, whether mailed or delivered in person, shall be submitted in a sealed envelope, **bearing on the outside the name of the Bidder and their address**, and **clearly marked BID# B-20-01-COC Water & Wastewater Treatment Chemicals** will be received **until 2:30 p.m., Thursday August 1, 2019** and addressed to "Purchasing Manager, Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922". Bids will be opened at 3:00 p.m. on the same day at Cocoa City Hall, third floor Conference Room. Potential bidders may obtain one (1) set of Bidding Documents from DemandStar by Onvia at www.demandstar.com or by calling 1-800-711-1712.

3. SUBMITTAL REQUIREMENTS – Bidders shall submit their proposal in **DUPLICATE** one (1) original and one (1) copy of the forms, furnished herewith. The blank spaces shall be filled in correctly for each item for which a Bid is tendered. The Bidder shall state the price, typewritten or written in ink. Each bid submitted shall include all Sections listed in section 00299-Check list for sealed bids (in order).

   Pursuant to the requirements of Section 287.133, Florida Statues, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, a statement is no longer required as part of the bid submittal; however, bidders are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.

   Potential vendors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, Drug-Free Workplace.

4. ADDITIONAL INFORMATION – In case a Bidder finds a document discrepancy or omission, or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922 (Phone: (321) 433-8833). Written instructions, in the form of an addendum, will then be issued on www.demandstar.com or via email by request. Should you have any technical questions please contact David Fisher at (321) 635-7773 or email at dfisher@cocoafl.org Questions concerning Section 00310-G Sodium Hypochlorite should be directed to Frank Palmieri, Superintendent, Sellers Water Reclamation facility at (321) 433-8744 or e-mail dpalmieri@cocoafl.org . All questions and answers will be published in an addendum and posted on DemandStar. Questions concerning bid quantities for BCPEPC agencies other than those of the City of Cocoa should be directed to the Purchasing Manager at (321) 433-8833 or e-mail purchasing@cocoafl.org or cjarrell@cocoafl.org . The cut-off date for questions is **July 26, 2019 at 5:00pm**

5. RIGHT TO REJECT – The City reserves the right to accept or reject any or all Bids and may waive any informality in any proposal. Award of bid shall be made to the Bidder that best serves the interests of the City of Cocoa, Florida.

6. AMERICANS WITH DISABILITIES ACT:
Person(s) with disabilities needing a special accommodation to participate in this proceeding should contact the Office of the Purchasing Division, at 65 Stone St., Cocoa, Florida 32922, telephone (321) 433-8833, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

7. FLORIDA PROMPT PAYMENT ACT:
As defined in 218.73, Florida Statutes, for purposes of billing submission and payment procedures, a "Proper Invoice" by contractor, vendor or other invoicing party shall consist of at least all of the following:

a. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
b. The amount due, applicable discount(s), and the terms thereof;
c. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
d. The Purchase Order or Contract number as supplied by the City; and
e. An identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and /or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flown-down" requirements that those requirements have been complied with.

8. PERIOD OF OFFER VALIDITY:
Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

9. ALTERNATIVES/SUBSTITUTIONS or CLARIFICATIONS TO SPECIFICATIONS:
Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid use the enclosed Exceptions to Specification Form (# 00311) or use a separate sheet(s) of paper to include these exception as part of the bid. This section is also to use to clarify anything that pertains to this Bid Package.

10. BID TABULATION:
Bidders can download copies of the Bid Tabulation Sheet from DemandStar by Onvia at **www.DemandStar.com** under the documents section of the details menu for this bid.

11. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes and infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

12. TERMINATION FOR DEFAULT:

(a) The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement by giving thirty (30) days written notice to the contractor.

(b) The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

(c) Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.

(d) Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

13. FAMILIARITY WITH THE WORK:

The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

14. RIGHT TO ACCEPT OR REJECT BIDS:

The right is hereby reserved to accept all or part of any or all bids, to waive irregularities, or to reject all or part of any or all bids, and to advertise for new bids, as the interest of the City many require.

15. CORRECTION OR WITHDRAWAL OF BIDS:

Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall

be permitted; provided, however, the Purchasing Manager shall have the authority to waive minor irregularities.

16. EVALUATION OF BID AWARD:
The City reserves the right to award the Agreement to the lowest responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered delivery terms, and service reputation of the bidder in determining the most advantageous bid.

17. AGREEMENT ALTERATIONS:
No alterations or variables in the terms of the Agreement shall be valid or binding unless made in writing and signed by the Purchasing Manager.

18. QUANTITIES:
The City reserves the right to increase or diminish any or all of the mentioned quantities of work/service or to omit any of them, as it may deem necessary. The items quantities listed in the bidding documents are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

19. TERMS:
(a) The unit prices/percentages specified herein will remain firm for the period of this Agreement. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to the City.

(b) This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

(d) All Invoices for purchases/services by the City shall be forwarded to the Accounts Payable Division, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

(e) The Contractor is to procure all permits, licenses, insurance(s), and certificates, or any such approvals of plan or specifications as may be required by federal, state and local laws, ordinances, rules, regulations, and City Purchasing Policies for the proper execution and completion of the services under this Agreement.

(f) No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Purchasing Manager or his designee.

(g) All disputes between the parties shall be resolved in accordance with the City of Cocoa Purchasing Polices.

21. LOCAL VENDOR PREFERENCE:
The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009, which is amended by Ordinance 14-2009, and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

22. AMENDED PROPOSAL/BID

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

23. 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.

SECTION 00110

LOCAL VENDOR PREFERENCE AFFIDAVIT
CITY OF COCOA
BID # B-20-01-COC

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

THIS REQUEST FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECIEPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

Copy of local business tax receipt submitted ___ Yes ___No (must be attached to receive preference)

Name of Business _____

BY:

_____
Signature

THIS PROGRAM APPLIES TO BREVARD COUNTY, FLORIDA VENDORS/CONTRACTORS ONLY.

DO NOT FILL OUT THIS FORM IF YOU DO NOT QUALIFY FOR THIS PROGRAM.

SECTION 00296

Scrutinized Company Certification
Solicitation No. B-20-01-COC
WATER & WASTEWATER TREATMENT CHEMICALS PROJECT

This certification is required pursuant to Sections 287.135 and 215.473, Florida Statutes.

As of July 1, 2018, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a 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 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 the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and

(c) For contracts of one million dollars are more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and

(d) If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature)

Christina Imbrogno, Commercial Support Manager
(Printed Name and Title)

Kemira Water Solutions, Inc.
(Name of Vendor)

STATE OF Kansas

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 30 day of July, 2019, by Christina Imbrogno the Commercial support Manager of Kemira Water Solutions, Inc., a _____ (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Marsha K Copeland

Notary Public

Print Name: Marsha K. Copeland

My Commission expires:

Marsha K Copeland
Notary Public State of Kansas
My Apt Expires 10/3/21

Section 00297

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: Kemira Water Solutions, Inc.	Date: 7/26/19
Signature of Authorized Certifying Official:	Title: Commercial Support Manager

Section 00298

BIDDER'S CERTIFICATION
BID NO. B-20-01-COC

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor'' Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bids.

I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Kemira Water Solutions, Inc.
Name of Business

BY: _____
Signature

Christina M. Imbrogno
Commercial Support Manager
Name & Title, Typed or Printed

4321 W. 6th St.
Lawrence, KS 66049
Mailing Address

City, State, Zip Code

(785)842-7424
Area Code & Phone Number

(785) 842-2629
Area Code & Fax Number

Sworn to and subscribed before me

this 26 day of July, 2019

_____
Signature of Notary

Notary Public, State of Kansas

Personally Known ✓
- OR -
Produced Identification _____

Type: _____

Marsha K Copeland
Notary Public State of Kansas
My Apt Expires 10/3/21

Section 00299

CHECK LIST FOR SEALED BID
Bid #B-20-01-COC

Preparation of Bids:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bidder's risk.

2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

3. Each bidder shall furnish the information required on the Original City of Cocoa's bid forms and each accompanying sheet thereof, on which he/she makes an entry.

4. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.

5. Although the City generally awards bid based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

6. The official clock to be used for submitting any bid documents is located in the City of Cocoa, Purchasing Division's Lobby. Submittal time for this bid expires at 2:30 p.m. on the date stated in these documents.

Bid Check List

Bidders are cautioned to please check their bid very carefully, using the following Checklist:

	Insert	Description
	Yes ☑	Bid envelope prepared as specified
	Yes ☑	It is the bidder's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response.
	Yes ☑	Submitted in Duplicate as requested one (1) Original and (1) Copy
1.	Yes ☑	Section 00019 Bidder's Acknowledgement Form
2.	Yes ☑	Section 00110 Local Vendor Preference Affidavit
3.	Yes ☑	Section 00296 Scrutinized Company Certification
4.	Yes ☑	Section 00297 Certification Regarding Debarment & Suspension
5.	Yes ☑	Section 00298 Bidder's Certification
6.	Yes ☑	Section 00300 Bid Form/Schedule of Unit Pricing
7.	Yes ☑	Section 00311 Exceptions to Specifications
8.	Yes ☑	Section 00480 Non-Collusion Affidavit
9.	Yes ☐	Section 00490 Conflict of Interest Statement

SECTION 00300

BID FORM

Water & Wastewater Treatment Chemicals
BID NO. B-20-01-COC

Proposal of Kemira Water Solutions, Inc.
(Name)
4321 W. 6th St.
Lawrence, KS 66049
(Address)

to furnish all materials, service, equipment, and labor required, for the **Water & Wastewater Treatment Chemicals** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents 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 the Contract Documents, for the prices stated in the spaces herein provided.

Section	Description	Unit	Qty	Unit Cost	Extension
				$	$
00310-D	**Anhydrous Ammonia**	**TON**	**45**	$ N/B	$ N/B
00310-E	**Hydrofluosilicic Acid**	**TON**	**133**	$ N/B	$ N/B
00310-F	**Carbon dioxide**	**TON**	**796**	$ N/B	$ N/B
00310-G	**Sodium Hypochlorite**	**GAL**	**500,000**	$ N/B	$ N/B
00310-H	**Ferric Sulfate**	**TON**	**2260**	$ 255.00	$ 576,300.00

IF YOU ARE NOT BIDDING ON A SECTION ABOVE PLEASE NOTE: N/B = NO BID.
FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

2) FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY

All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative participants FOB points and participating quantities are shown in the following chart (see Table "A" below).

--Intentionally Blank--

TABLE A
BCPEPC WATER & WASTE WATER TREATMENT CHEMICALS
ANNUAL QUANTITIES BY AGENCY

Section #	Description	Unit	COCOA	BREVARD COUNTY	CAPE CANAVERAL	COCOA BEACH	TITUSVILLE	TOTALS
00310-D	Anhydrous Ammonia	TON	45	13.50			6.5	65
00310-E	Hydrofluosilicic Acid	TON	133	.75			21.5	155.25
00310-F	Carbon dioxide	TON	1200	48			100	1,348
00310-G	Sodium Hypochlorite	GAL	500,000	0	50,000	160,000	274,000	984,000
00310-H	Ferric Sulfate	TON	2260	89				2,349

DESTINATION OF PARTICIPATING BCPEPC MEMBERS.

AGENCY NAME	DELIVERY ADDRESS
CITY OF COCOA	28400 S.R. 520, Christmas, FL 32709 375 N. Cocoa Blvd, Cocoa, FL 32922 * Wewahootee Water Treatment Plant, Cocoa Wellfield Road, Christmas, Florida 32832* Banana River Booster Pumping Station, 1950 East Merritt Island Cswy, Merritt Island Florida 32953* Viera Booster Pumping Station, 7251 Shoppes Drive, Melbourne Florida 32940* Industrial Park Booster Pumping Station, 201 N. Wilson Ave. Cocoa, Florida 32922*
BREVARD COUNTY	2262 High Drive, Mims, FL 32754 334 Egret Circle, Barefoot Bay, FL 32976 3205 Australian Way, Mims, FL32754 * 3710 Juanita Street, Cocoa, FL 32927 * 3630 N. Courtenay Pkwy, Merritt Island, FL 32953 * 10001 N. Wickham Road, Melbourne, FL 32940 * 2800 S. A1A Highway, Melbourne Beach, FL 32951 * 7773 Dottie Drive, Barefoot Bay, FL 32976 *
CITY OF CAPE CANAVERAL	601 Thurm Blvd, Cape Canaveral, FL 32920 *
CITY OF COCOA BEACH	1600 Minutemen Cswy, Cocoa Beach, FL 32931*
CITY OF TITUSVILLE	2836 Garden Street, Titusville, FL 32796 1105 buffalo road, Titusville, FL 32796 * 4800 Deep Marsh Road, Titusville, FL 32870 *
* Sodium Hypochlorite only	

3) The City reserves the right to increase or decrease these estimated quantities as needed.

4) Contract is for period from October 1, 2019 through September 30, 2020. Contract is renewable for two (2) consecutive twelve (12) month periods, at the same rates, not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

5) The City shall receive shipments as required on an as needed basis throughout the year.

6) POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN SECTION 00300 BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR "NO BID".

Receipt of Addenda Number(s) 1, 2 is acknowledged.

Dated this 30 day of July, 2019.

Kemira Water Solutions, Inc.
(Company or Corporation Name)

4321 W. 6th St.
Lawrence, KS 66049 (Street or P.O. Box)

(City, State and Zip Code)

(Area Code and Phone Number)
(785) 842-2629

(Area Code and Fax Number)

Kwsna.bids@kemira.com
(Email Address)

By Christina M. Imbrogno Commercial Support Manager
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Christina M. Imbrogno who, after first being sworn by me,

affixed his/her signature in the space provided above on this 30 day of July, 2019.

(Notary Public)

My commission Expires

Marsha K Copeland
Notary Public State of Kansas
My Apt Expires 10/3/21

SPECIFICATIONS
ANHYDROUS AMMONIA

A. TYPE
Anhydrous ammonia is intended for treatment of potable water, in accordance with ANSI/AWWA specification B305-06 or latest revision.

SHIPMENTS

A. DESTINATION
All shipments will be made to the City of Cocoa, Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709. The water plant if located in east Orange County, Florida, approximately four (4) miles west of the St. Johns River along State Road 520.

B. DELIVERIES
Delivery shall be made in bulk form by tank truck in shipments of approximately 1000 gallons each. **Annual quantities of anhydrous ammonia will be approximately 45 tons.** The supplier shall supply the tanks for storage of anhydrous ammonia and maintain the storage facility according to industry standards, including replacing valve, fittings and other appurtenances necessary for a safe operation. It will be the responsibility of the ammonia suppler to connect to the storage tanks to the existing supply lines.

C. EMERGENCY DELIVERIES
The supplier must be able to provide an emergency delivery of 1000 gallons within a 24 hour period, upon the request of the City of Cocoa.

D. TANKS
Two (2) storage tanks shall be supplied by the ammonia contractor and shall be 1000 gallon capacity and hold approximately 4600 pounds of anhydrous ammonia each. The tanks shall be delivered painted white and contain all Hazardous Materials Identification System labeling, safety labels or placards.

The tanks shall horizontal and constructed in accordance with the A.S.M.E. Code for unfired pressure vessels (Section VIII), suitable for anhydrous ammonia. Each tank shall be inspected, tested and stamped by inspector qualified by the National Board of Boiler and Pressure Vessel Inspectors. All fittings shall be forged steel schedule 80, non-malleable type. Unions shall be of the ground joint type. All piping shall be inspected and tested for leaks after assembly. All gauges shall be suitable for ammonia use.

Each tank shall contain the following:

*One (1) liquid fill valve assembly suitable for a hose connection from a USSAC tank truck to the valve opening. This assembly shall include an excess flow valve.
*One (1) pressure equalizing valve used for filling from the tank truck to the tank more efficiently. The pressure equalizing valve assembly shall include an excess flow valve.

*One (1) vapor outlet valve shall be used to connect to the City of Cocoas piping.
*One (1) shut off valve
*One (1) fixed level gauge and one (1) pressure gauge serve as vapor pressure within the tank and used to insure the tank is not filled above the 87% of volume as per CGA and ASA Standards. The fixed level gauge shall be a dip tube that projects downward inside the tank to the 87% level.
*One (1) pressure gauge
*One (1) dual relief valve
*One (1) liquid level float gauge
*One (1) liquid outlet valve located on the bottom of the tank

The tanks shall have the approximate dimensions 16.5 feet in length and 3.5 feet in diameter. The tanks shall have a metal base attached to the bottom of each tank suitable to support the tanks when full.

The ammonia supplier shall provide a lease agreement for the storage tanks effective through the terms of this agreement.

E. SAFETY AND TRAINING

The supplier shall provide a Material Safety Data Sheet with each delivery. The supplier shall also provide two one-hour safety training seminars each year of this agreement. The safety training seminars will be held at the Claude H. Dyal Water Plant. Training shall include, but not limited to, the hazards of ammonia, characteristics of ammonia, emergency response, leak repairs and proper handling of ammonia.

F. TANK INSTALLATION

During the change out of the existing ammonia storage tanks, the ammonia supplier shall take every effort available to keep the ammonia feed system operational. If there may be an interruption of ammonia feed to the City of Cocoa's system during the tank change over, the ammonia supplier may be required to provide temporary storage tanks. Temporary storage tanks shall meet all of the requirements stated in this specification. Interruptions longer than a few minutes are not permitted. The supplier shall coordinate the tank changeover with the City of Cocoa Plant Superintendent or his designee.

SPECIFICATIONS
HYDROFLUOSILICIC ACID

TYPE
Hydrofluosilicic Acid is intended for treatment of potable water.

DESTINATION
All shipments will be made to the City of Cocoa, Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709. The water plant is located in east Orange County, Florida, approximately four (4) miles west of the St. Johns River along State Road 520.

DELIVERIES
Delivery shall be made in bulk form by a tank truck in shipments of approximately 3500 - 4000 gallons each. **Annual quantities of hydrofluosilicic acid will be approximately 133 tons.** The supplier shall provide necessary hose connections to off load from the tank truck to the City of Cocoa bulk storage tank. It will be responsibility of the fluoride supplier to make all connections from the tank truck to the bulk storage tank. The supplier shall be responsible to clean any leaks or spills as a result of the off-loading process.

PHYSICAL REQUIREMENTS
The supplier shall deliver hydrofluosilicic acid in accordance with AWWA Standard B703-06 or latest revision. The hydrofluosilicic acid shall be clean and free of suspended matter. Color shall be water white to straw yellow. Straw yellow color shall be determined as material with a maximum of 100 units in accordance with method 2120B, visual comparison method, as indicated in Standard Methods for Examination of Water and Wastewater.

PERCENT CONCENTRATION
The hydrofluosilicic acid shall contain between 20 and 30 percent available fluoride ion by weight. The supplier shall provide an analysis with each shipment that indicates the percentage. Shipments of less than 20 percent may be rejected by the City of Cocoa and any or all freight charges will be the supplier's responsibility.

IMPURITIES
The hydrofluosilicic acid shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with hydrofluosilicic acid.

CERTIFICATION
The supplier shall provide certification in accordance with NSF Standard 60 that the hydrofluosilicic acid supplied meets this standard and is suitable for contact with drinking water.

SAFETY AND TRAINING
The supplier shall provide a Material Safety Data Sheet (MSDS) with each delivery. The supplier shall also provide two (2) one hour training seminars each year of this agreement. The safety training seminars will be held at the Claude H. Dyal Water Plant. Training shall include, but not limited to, the hazards of hydrofluosilicic acid, characteristics of hydrofluosilicic acid, emergency response, leak repairs, proper handling and proper disposal of hydrofluosilicic acid.

Specification
Carbon Dioxide

A. **ANALYSIS**

Manufacturer shall submit laboratory analysis of the product to the City of Cocoa for approval. CO2 concentration is not to be less than 99.9%.

SHIPMENTS

A. **DESTINATION**

Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

B. **DELIVERY**

In bulk, via truck, weight certificate will be required with each shipment.
Annual use will be approximately 1200 tons

C. **EMERGENCY DELIVERY**

The supplier must be able to provide an emergency delivery of 25000 lbs within a 24 hour period, upon the request of the City of Cocoa

D. **DATA**

A Material Safety Data Sheet (MSDS) complete and accurate must be furnished by the successful vendor upon award of a contract.

BASIS FOR ADJUSTMENT OR REJECTION

The City reserves the right to reject at the supplier's expense any shipment which fails to meet these specifications.

CERTIFICATION

The Bidder shall supply certification that the product supplied under this contract meets the requirements of NSF Standard 60 and is suitable for use in treatment of drinking water.

Specification
Sodium Hypochlorite

1.0 Scope of Work

The Supplier shall provide and deliver sodium hypochlorite solution to the Jerry Sellers Water Reclamation Facility 375 N. Cocoa Blvd. in the City of Cocoa, Florida as well as the Claude H. Dyal Water Treatment Plant, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida, Wewahootee Water Treatment Plant,Cocoa Wellfield Road, Christmas, Florida 32832
Banana River Booster Pumping Station , 1950 East Merritt Island Cswy, Merritt Island Florida 32953
Viera Booster Pumping Station, 7251 Shoppes Drive, Melbourne, Florida 32940, Industrial Park Booster Pumping Station, 201 N. Wilson Ave. Cocoa, Florida 32922. **The estimated annual quantity is the volume in gallons of sodium hypochlorite solution required to provide 100,000 pounds of available chlorine to the Jerry Sellers Water Reclamation Facility and approximately 400,000 pounds/gallons to the Claude H. Dyal Water Treatment Plant.** The pounds of available chlorine in the supplied solution will be determined from the chemical analysis provided by the Supplier.

2.0 Bidder Qualification

Each Bidder shall submit a chemical analysis of their product with their bid. The analysis shall be performed by an independent and qualified laboratory to verify that the sodium hypochlorite solution meets the specified physical requirements.

3.0 Physical Requirements

The Supplier shall furnish liquid sodium hypochlorite in accordance with the American Water Works Association (AWWA) Standard B-300-99 or latest revision, except as modified herein.

Sodium hypochlorite solution shall contain not less than 100 grams per liter available chlorine (designated as 10 trade percent) and not more than 125 grams per liter available chlorine (designated as 12.5 trade percent)

Copper content of the sodium hypochlorite shall be limited to a maximum of 0.03 mg/L.

Iron content of the sodium hypochlorite shall be limited to a maximum of 0.3 mg/L.

Bromate content of the sodium hypochlorite shall be limited to a maximum of 20.0 mg/L.

pH of the sodium hypochlorite solution shall not exceed 12.7 units.

The suspended solids in the sodium hypochlorite delivered under this purchase order shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.

4.0 Delivery Requirements

The Supplier will make bulk deliveries of approximately 4500 gallons within five (5) working days after receipt of order. Bulk delivery tankers shall be clean and free of any residue that may contaminate the product or result in the failure of the City's chemical feed equipment.

The Supplier shall be responsible for any spills resulting from the failure of the Supplier's delivery equipment. The Supplier's personnel shall continually observe the unloading operation and immediately respond to problems or emergencies. Unloading will cease at a level dictated by the City's representative and in no case exceed the over flow level of the chemical storage tanks. All hoses, valves, connections etc. will be maintained in such a manner as to prevent leaks during the unloading operation.

The Supplier will take immediate and appropriate action to clean up any spills in accordance with all State and Federal requirements. If the Supplier fails to take the appropriate actions to clean up any spilled liquid, the purchaser will hire a certified hazardous material handling company to clean the spill, the cost of such service will be charged to the Supplier.

Delivery shall be made to the Jerry Sellers Water Reclamation Facility, 375 North Cocoa Blvd., Cocoa, Florida
as well as the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

Deliveries will be made between the hours of 7:00 A.M. and 4:00 P.M., Monday through Friday. Deliveries at other times, or during the weekend, will require prior approval of the facility superintendent.

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City. The report shall contain the date and time of manufacture, percent by weight of sodium hypochlorite, percent by weight of excess sodium hydroxide, and specific gravity (referenced to temperature). Deliveries will not be accepted unless accompanied by the certified laboratory report for the specific batch of sodium hypochlorite delivered.

The City of Cocoa reserves the right to reject, at the Suppliers expense, any shipments that fail to meet the Bid Specifications.

5. 0 Basis of Award

Bidders shall submit a price for the cost per gallon of sodium hypochlorite solution. Cost per gallon will be used as the basis of record keeping and payments throughout the duration of the contract.
However, award of contract will be based upon the lowest cost per pound of chlorine available in the Bidders sodium hypochlorite solution.

Specification
LIQUID FERRIC SULFATE

1. **GENERAL** - The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

2. **PRODUCT**

a) The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The liquid Ferric Sulfate shall be supplied as a aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.

b) The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification.

The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

c) The Liquid Ferric Sulfate shall have the following chemical properties;

Ferrous Iron.....0.1% max
Free Acid (as % H2SO4).....0.25% max
% Insoluble.....0.1% max

d) The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

Arsenic.....1 mg/kg	Copper.....5 mg/kg
Cadmium.....0.5 mg/kg	Zinc.....15 mg/kg
Chromium.....10 mg/kg	Manganese.....120 mg/kg
Lead.....1.0 mg/kg	Barium..... 10 mg/kg
Mercury.....0.2 mg/kg	Chloride.....100 mg/kg
Selenium.....2 mg/kg	Fluoride.....60 mg/kg
Silver.....10 mg/kg	Titanium.....50 mg/kg
Nitrites (as N).....75 mg/kg	Nitrates (as N).....75 mg/kg
Total Organic Carbon.20 mg/kg	Sodium.....1000 mg/kg
Nickel.....40 mg/kg	Molybdenum.....10 mg/kg
Beryllium.....1.0 mg/kg	Antimony.....1.0 mg/kg
Thallium.....10.0 mg/kg	Cyanide.....1.0 mg/kg

Total Nitrate and Nitrite (as N).....150 mg/kg

e) The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the CITY, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the CITY. The CITY reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the CITY.

f) The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 2a, 2c and 2d.

3. **QUALITY CONTROL AND TESTING**

a) Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.
b) It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the CITY. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.
c) It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

4. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

5. **GENERAL** - These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to the CITY'S destination.

6. **PURCHASE AND DELIVERY** -
a) Delivery shall be prepaid, FOB to the CITY'S destination.

(b) Deliveries shall be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY. Liquid Ferric Sulfate shall be delivered as specified and within the time frames required upon receipt of order.

(c) The CITY shall have sole discretion as to when deliveries are to be received. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the CITY'S storage tanks.

(d) Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the CITY. Shipping of Liquid Ferric Sulfate shall be by tank truck.

7. **BID PRICES** - The price quoted shall be firm for one year and based on a per ton basis of dry Ferric Sulfate, 18% Fe equivalent, delivered FOB to the CITY'S destination.

8. **QUANTITIES – Approximately 2260 dry tons (more or less) of Liquid Ferric Sulfate shall be provided under this bid.** The quantity specified is to be used for cost estimating purposes only and the CITY reserves the right to increase or decrease quantities shown without penalty.

9. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries within one hundred (100) miles of the CITY and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required five (5) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

10. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**

(a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the CITY to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.

(b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill of leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seg. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole responsibility of the bidder. The bidder shall hold the CITY harmless for any failure to properly report and/or comply with this provision.

(c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

11. **DELIVERY SUBMITTAL** - Material Safety Data Sheets shall be supplied in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment.

12. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the CITY. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the CITY.

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SECTION 00311

EXCEPTIONS /DIVIATIONS OR CLARIFICATIONS TO SPECIFICATIONS

BID NO. B-20-01-COC

P. 29 2. d)

Our analysis doesn't include Nitrates (as N), TOC, Barium, Flouride, Cyanide, ~~or~~ total nitrate or Nitrate (as N)

Please see attached analysis for Lead, Titanium and Antimony. There is a variance.

SECTION 00480

NON-COLLUSION AFFIDAVIT OF BIDDER
BID NO. B-20-01-COC

State of ~~Florida~~ Kansas

County of Douglas Christina M. Imbrogno, being first duly sworn, deposes and says that:

1. He is Commercial Support Manager of Kemira Water Solutions, Inc., the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder , 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners employees, or parties in interest, including this affiant.

(Signed) _____

(Title) Commercial Support Manager

Subscribed and sworn to before me

this 26 day of July, 2019.

_____
(Notary Public)
My commission expires:

Marsha K Copeland
Notary Public State of Kansas
My Apt Expires 10/3/21

SECTION 00490

CONFLICT OF INTEREST STATEMENT
BID NO. B-20-01-COC

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

1. I am the Commercial Support Manager of Christina M. Imbrogno with a local office in Lawrence, Ks and principal office in Atlanta, GA
   City and State — City and State

2. The above named entity is submitting a Bid for the City of Cocoa described as:

Water & Wastewater Treatment Chemicals

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 bid is being submitted and that the above named entity has no financial interest in other entities submitting bids 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 bid. 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 26 day of July, 2019.

(Affiant)

Christina M. Imbrogno Commercial Support Manager
Typed Name and Title

Sworn to and subscribed before me this 24 day of July, 2019

Personally Known ✓ or produced identification ____ . identification Type: _____

Notary Public-State of Kansas Marsha K. Copeland

Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

Marsha K Copeland
Notary Public State of Kansas
My Apt Expires 10/3/21

Section 00700

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Article 1. DEFINITIONS

(A) The contract documents consist of the following items, including all modifications thereof incorporated in the documents before their execution. These form the contract: Notice to Contractors, Instructions to Bidders, General Conditions, Special Provisions, Technical Provisions, Proposal, Agreement, Drawings, and Addenda pertaining to the contract.

(B) The Contractor and Project Manager are mentioned as such in the Agreement. They are treated throughout the contract documents as if each were of the singular number and masculine gender.

(C) Wherever in this contract the words "Project Manager or Engineer" are used, it shall be understood as referring to the Project Manager or Engineer employed by the City, acting personally or through an assistant duly authorized in writing for such act by the Project Manager.

(D) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm of to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the business address shown in the proposal or contract.

(E) The term "Subcontractor" as employed herein, includes only those having a direct contract with the Contractor and it 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.

(F) The term "Work" of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

(G) All time limits stated in the contract documents are of the essence of the contract.

(H) The term "Change Order" is a written order signed by the Project Manager authorizing an addition, deletion or revision in the work or adjustment in the contract price.

Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in triplicate by the City and the Contractor. Customary practice does not involve signatures of either party of the separate or supplementary components of the contract documents. The Project Manager will identify the plans and specifications upon request.

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 documents is to include all labor and materials, equipment, transportation and incidentals necessary for the proper and complete execution of the work. 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 Project Manager immediately. The Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

A. FORM OF AGREEMENT
B. PROPOSAL
C. SPECIAL PROVISIONS
D. INSTRUCTIONS TO BIDDERS
E. GENERAL CONDITIONS
F. TECHNICAL PROVISIONS
G. DRAWINGS

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general drawings.

Article 3. DETAIL DRAWINGS AND INSTRUCTIONS

The 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.

Article 4. COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the contract documents, the City will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonable necessary for the execution of the work.

Article 5. ORDER OF COMPLETION
The Contractor shall submit prior to start of work, schedules which show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the work.

Article 6. DRAWINGS AND SPECIFICATIONS ON THE WORK
The Contractor shall keep one copy of all drawings and specifications on the work in good condition, available to the Owner and his representatives.

Article 7. OWNERSHIP OF DRAWINGS
All drawings, specifications and copies thereof furnished by the Owner are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request, at the completion of the work.

Article 8. CONTRACTOR'S UNDERSTANDING
It is understood and agreed that the Contractor has, by careful examination of the contract documents and work site satisfied himself 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 this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

Article 9. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor 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 Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Article 10. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the owner has notified the Contractor prior to the signing of the contract or included in the specifications a proviso that there may be a patented process or product included in the project.

Article 11. SURVEYS, PERMITS, AND REGULATIONS

The Contractor 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 Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulation and without such notice to the Owner, he shall bear all costs arising therefrom.

Article 12. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection for all his work from damage and shall protect the Owner's property from injury or loss arising in connection with the contract. He shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the contract documents. He shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instructions or authorization from the Owner, is hereby permitted to act, at his discretion, to prevent such threatened losses or injury. Any claim by the Contractor on account of emergency work will be adjusted by agreement or arbitration.

Article 13. 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 his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

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 Owner timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the Project Manager will be promptly made.

Re-examination of requested work may be ordered by the Owner. If such work be found in accordance with the contract documents, the Owner will pay the cost of re-examination and replacement provided the Contractor makes a claim therefor. If such work be 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.

Article 14. SUPERINTENDENT: SUPERVISION

The Contractor shall keep on his work 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 Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions will be confirmed in writing to the Contractor. Other directions will be so confirmed on written request in each case.

If the Contractor, 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 his 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 Contractor's risk.

Neither party shall employ or hire any employees of the other party without his consent.

Article 15. 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. All such work authorized by change order and executed under the conditions of the original contract except that any claim for extension of time caused thereby will be adjusted at the time of ordering such change.

In giving instructions, the Project Manager will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering the life of property, no extra work or change will be made unless in the pursuance of a written order by the Project Manager, and no claim for an addition to the contract sum 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 Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (C), he shall keep and present in such form as the Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the 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 Project Manager's estimate.

Article 16. CLAIMS FOR EXTRA COST
If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof with 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 Article 15, "Changes in the Work." Claims will not be processed unless filed in writing before any work is commenced.

Article 17. DEDUCTIONS FOR UNCORRECTED WORK
If the Project Manager deems it inexpedient to correct work
injured or done not in accordance with the contract, an equitable deduction from the contract price will be made therefor by change order.

Article 18. DELAYS AND EXTENSIONS OF TIME
If the Contractor is delayed at any time, in the progress of the work by an act or neglect of the Owner or of his employees, or by any other contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Project Manager pending arbitration, or by any cause which the Project Manager may decide to justify the delay, then the time of completion will be extended for such reasonable time as the Project Manager may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefor is made in writing to the 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 weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

Article 19. CORRECTION OF WORK BEFORE FINAL PAYMENTS
The Contractor shall promptly correct all work condemned by the Project Manager as failing to conform to the contract and shall promptly replace and re-execute his own work in accordance

with the contract and without expense to the Owner and shall bear the expense of making good all work.

If the Contractor 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 Contractor. If the Contractor 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 Contractor.

Article 20. SUSPENSION OF WORK

The City may at any time suspend the work or any part thereof by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in a written notice to resume work from the City to the Contractor. The City will reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension unless the suspension was ordered by the Project Manager to enforce the contract or for any violation of the contract.

Article 21. THE CITY'S RIGHT TO REASSIGN WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the City, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies at the Contractor's expense.

Article 22. THE CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if a writ of garnishment shall be served upon the City, seeking to reach funds due or to become due the Contractor, or if the Government of the United States or any state or county shall garnishee, distrain, attach, or seek to reach funds due or to become due to the Contractor, or if he should persistently or repeatedly refuse or should fail, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Project Manager, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Project Manager that sufficient cause exists to justify such action may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tool, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional managerial, legal, and administrative services, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default will be certified by the Project Manager and deducted by the City from any sums which would otherwise be due to the Contractor.

Article 23. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

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 Contractor or if anyone employed by him, or if the 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 Contractor within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice to the City stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

Article 24. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his 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 Contractor, and the City shall have the right to store such equipment and supplies at the Contractor's expense. The City shall incur no liability to the Contractor for loss or damage to the supplies and equipment so removed and/or stored.

Article 25. 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 Contractor will be entitled to such extra compensation, or extension of time, or both, as the Project Manager may determine.

Article 26. PAYMENTS WITHHELD

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any pay request to such an extent as may be necessary to protect himself 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 Contractor to make payment properly to subcontractors or for materials or labor.
(D) The 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.

Article 27. CONTRACTOR'S LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:
Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability

insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

Article 28. INDEMNITY

For all Services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's performance of any Services provided pursuant to this Agreement.

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 City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the Services under this Agreement whether the Services be performed by the Contractor or anyone directly or indirectly employed by them. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fee for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Agreement.

Final indemnification provisions, to be included in the Agreement, are subject to review and modification by the City Attorney. The insurance policy shall contain a provision that the same shall not be cancelled without first giving the City thirty (30) days' notice in writing by certified mail.

Article 29. SAFETY AND PROTECTION

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:

(A) All employees on the Work 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 site.

(C) Other property at the site or adjacent thereto.

Individuals and firms contracting to perform work for the City of Cocoa 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 their subcontractors with those same standards.

Article 30. GUARANTY BONDS
The City will have the right, prior to the signing of the contract to require the Contractor to furnish bond covering his faithful performance of the contract and the payment of all obligations arising thereunder, in such forms as the City may prescribe and with such sureties as he may approve. Premium for such bond shall be paid by the Contractor.

Article 31. DAMAGES
Any claim for damage arising under this contract shall be made in writing to the party liable with 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.

Article 32. 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 Contractor in compliance with the provisions of Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the contract shall be paid by the City to the Contractor only after the Contractor 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 Contractor shall have the right to receive the final payment due under the contract, the Contractor 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 Contractor before he 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 Contractor 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 City" or shall otherwise put the City on notice that they are owed any unpaid money by the Contractor, the shall have the right to pay these persons directly in the manner provided by the aforesaid Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Contractor does hereby release, remise and quit claim any and all rights he would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the job.

Article 33. ASSIGNMENT
Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the City, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the City. Any attempt by the Contractor to assign this contract or any of the moneys which may become payable hereunder, in whole or part, without the written consent of the Owner, shall be ineffective and shall vest no rights in the assignee.

Article 34. PRECONSTRUCTION CONFERENCE
Within twenty (20) days after the effective date of the Agreement, but before the Contractor starts the Work at the site, a mandatory conference will be held 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, including Davis Bacon Wage Rate Requirements for Federally Funded Projects.

Article 35. SUBCONTRACTS
The Contractor shall, as soon as practicable after signing of the contract, notify the City in writing of the names of subcontractors proposed for the work, the description of work to be performed, and shall not employ subcontractors, unless they are approved in writing by the City.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Article 36. POINTS AND INSTRUCTIONS
The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the 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.

Article 37. PROJECT MANAGER'S STATUS
The 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 insure the proper execution of the contract. He will also have authority to reject all work and materials which do not conform to the contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished and to decide questions which arise in the execution of the work.

Article 38. PROJECT MANAGER'S DECISIONS
The Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract. All such decisions of the Project Manager shall be final.

Article 39. ONE YEAR CORRECTION PERIOD
If within one (1) year after the date of substantial completion 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 Contractor shall promptly, without cost to the City and in accordance with the City's written in struction, either correct such defective work, or, if it has been rejected by the City, remove it from the site and replace it with nondefective work. If the Contractor 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 Contractor.

Article 40. LANDS FOR WORK
The City will provide access to the lands upon which the work under this contract is to be done.

Article 41. CLEANING UP
The Contractor shall remove from the City's property and from all temporary structures, rubbish and waste materials resulting from his operation.

Article 42. AMENDED PROPOSAL/BID

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

--END OF SECTION 00700--

NO BID RESPONSE

TO INVITATION TO BID
City of Cocoa

IF YOUR FIRM IS UNABLE TO SUBMIT A BID AT THIS TIME, PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACE BELOW AND RETURN TO:

CITY OF COCOA
Purchasing Division
65 Stone St.
Cocoa, Florida 32922

WE HAVE RECEIVED AN INVITATION TO BID # B-20-01-COC

Water & Wastewater Treatment Chemicals

OPENING DATE: **Thursday, August 1, 2019**

OPENING TIME: **3:00 p.m.**

REASON FOR NOT BIDDING: _____

_____

_____

_____

_____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Title: _____

Date: _____

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

July 11, 2019

ADDENDUM #1

To the Bidding/Contract Documents and Specifications:

ITB#-B-20-01-COC

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for **Water & Wastewater Treatment Chemicals Project** as fully and completely as if the same were fully set forth therein.

1. This addendum includes Six (6) question and answer submitted between 07/01/2019 and 07/10/2019.

2. The Bid Form, including table A in the published Complete Bid Package have been superseded by attachment 1.

3. We would like to call attention to Section 00100 Instructions to Bidders, number 19(a) terms. Which states the unit prices/percentages specified herein will remain firm for the period of this Agreement. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to the City.

4. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or CJarrell@cocoafl.org.

Christie Jarrell
Purchasing Manager

Attachments:
1. Section 00300 BID FORM

Q & A:

1) The quantities on Bid Form for each chemical do not match the addition of the quantities shown on Table A of Page 21 of 50.

   Answer: The City of Cocoa is requesting 500,000 gallons with a solution that has available chlorine between 100 grams per liter and not more than 125 grams per liter.

   5. 0 Basis of Award

   Bidders shall submit a price for the cost per gallon of sodium hypochlorite solution. Cost per gallon will be used as the basis of record keeping and payments throughout the duration of the contract.
   However, award of contract will be based upon the lowest cost per pound of chlorine available in the Bidders sodium hypochlorite solution.

2) There is a line item for Sodium Hypochlorite on the Bid Form for "TON". Sodium hypochlorite is sold by gallons.

   Answer: Addendum indicates gallons only, see attachment 1.

3) The line item for Sodium Hypochlorite on Table A of Page 21 of 50 is blank. It appears from the Specification it should probably be 500,000.

   Answer: 500,000 gallons has been added to table A, under City of Cocoa for Sodium Hypochlorite.

4) The Specification for Section 00310-G (Sodium Hypochlorite) has a maximum pH of 12.7 units. None of the bidders could meet this requirement the last time the City of Cocoa bid this item because it is technically impossible to meet.

   Answer: Paragraph 3.0 on page 27 of 50 has been changed from maximum pH of 12.7 units to 13.0 units.

   3.0 Physical Requirements

   The Supplier shall furnish liquid sodium hypochlorite in accordance with the American Water Works Association (AWWA) Standard B-300-99 or latest revision, except as modified herein.

   Sodium hypochlorite solution shall contain not less than 100 grams per liter available chlorine (designated as 10 trade percent) and not more than 125 grams per liter available chlorine (designated as 12.5 trade percent)

   Copper content of the sodium hypochlorite shall be limited to a maximum of 0.03 mg/L.

   Iron content of the sodium hypochlorite shall be limited to a maximum of 0.3 mg/L.

   Bromate content of the sodium hypochlorite shall be limited to a maximum of 20.0 mg/L.

pH of the sodium hypochlorite solution shall not exceed ~~12.7 units~~ 13.0 units.

5) Regarding the bid on Sodium Hypochlorite, please advise why the need for pricing to be submitted in ton's and in gallons?

Answer: Bid form has been changed to gallons only, see Attachment 1.

6) I have a question regarding the required tons needed for FSA. Table A shows three locations using FSA, City of Cocoa using 133 tons, Brevard County using .75 tons and Titusville using 231.5 tons. The specification sheet shows an annual usage of 133 tons delivered to the City of Cocoa's plant located in Christmas, FL and the bid sheet is only asking for a bid on the 133 tons. Is this bid only for the City of Cocoa and not the other two locations listed on Table A?

Answer: This is a co-op bid. Table A reflects anticipated usage from the other participating agencies. However, the bid form reflects only City of Cocoa anticipated usage since we are the lead agency.

kemira

Where water meets chemistry™

The Americas Quality Lab

Analytical Report

Date Reported: 7/29/2019
Sample Description: PIX-317 Ferric Sulfate
Sample Date: 6/7/2019
Sample ID: 1219 04 0045

Parameter	Result	Unit	Method	Reporting Limit	Analyst	Date
Ferric Iron	13.08	%	KWS QL 3311	0.05%	HQ	6/14/19
Ferrous Iron	0.16	%	KWS QL 3312	0.05%	JD	6/21/19
Free Acid as H_2SO_4	<0.05	%	KWS QL 3210	0.05%	MK	7/15/19
Insoluble Solids	<0.005	%	KWS QL 3410	0.005%	HQ	7/25/19
Chloride	46.5	mg/kg	KWS QL N002*	25 mg/kg	HQ	7/26/19
Arsenic	<0.70	mg/kg	KWS QL 3513	0.70 mg/kg	SS	6/19/19
Cadmium	<0.06	mg/kg	KWS QL 3513	0.06 mg/kg	SS	6/19/19
Chromium	2.16	mg/kg	KWS QL 3513	0.06 mg/kg	SS	6/19/19
Copper	<0.30	mg/kg	KWS QL 3513	0.30 mg/kg	SS	6/19/19
Lead	<1.4	mg/kg	KWS QL 3513	1.4 mg/kg	SS	6/19/19
Mercury	<0.19	mg/kg	KWS QL 3513	0.19 mg/kg	SS	6/19/19
Selenium	<0.60	mg/kg	KWS QL 3513	0.60 mg/kg	SS	6/19/19
Silver	<0.15	mg/kg	KWS QL 3513	0.15 mg/kg	SS	6/19/19
Nickel	25.4	mg/kg	KWS QL 3513	0.06 mg/kg	SS	6/19/19
Beryllium	0.089	mg/kg	KWS QL 3513	0.04 mg/kg	SS	6/19/19
Thallium	<0.27	mg/kg	KWS QL 3513	0.27 mg/kg	SS	6/19/19
Zinc	0.514	mg/kg	KWS QL 3513	0.34 mg/kg	SS	6/19/19
Manganese	68.9	mg/kg	KWS QL 3513	0.02 mg/kg	SS	6/19/19
Barium	0.493	mg/kg	KWS QL 3513	0.08 mg/kg	SS	6/19/19
Titanium	75.0	mg/kg	KWS QL 3513	0.06 mg/kg	SS	6/19/19
Sodium	13.1	mg/kg	KWS QL 3513	0.80 mg/kg	SS	6/19/19
Molybdenum	<0.55	mg/kg	KWS QL 3513	0.55 mg/kg	SS	6/19/19
Antimony	<1.1	mg/kg	KWS QL 3513	1.1 mg/kg	SS	6/19/19

*Chloride not on the Scope of Accreditation

Certified by: _____

Sheila St. Amour, Laboratory Supervisor

ACCREDITED

Certificate # 3889.01

This report is not to be reproduced except in full, without written approval
Results were obtained from and are applicable to the sample as received at the laboratory.

Sample Condition upon Receipt: Intact

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, July 30, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=kemira+water&TradeName=pix%2D317&

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

Kemira Water Solutions, Inc.
1000 Parkwood Circle
Suite 500
Atlanta, GA 30334
United States
888-KEMIRON
863-533-5990
Visit this company's website (http://www.kemira.com)

Facility : Fontana, CA

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Bartow, FL

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600 mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : East Chicago, IN

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Baltimore, MD

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : St. Louis, MO

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Charlotte, NC

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - Raleigh, NC

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*

KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - Euclid, OH

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Spokane, WA

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Varennes, Quebec, Canada

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Number of matching Manufacturers is 1

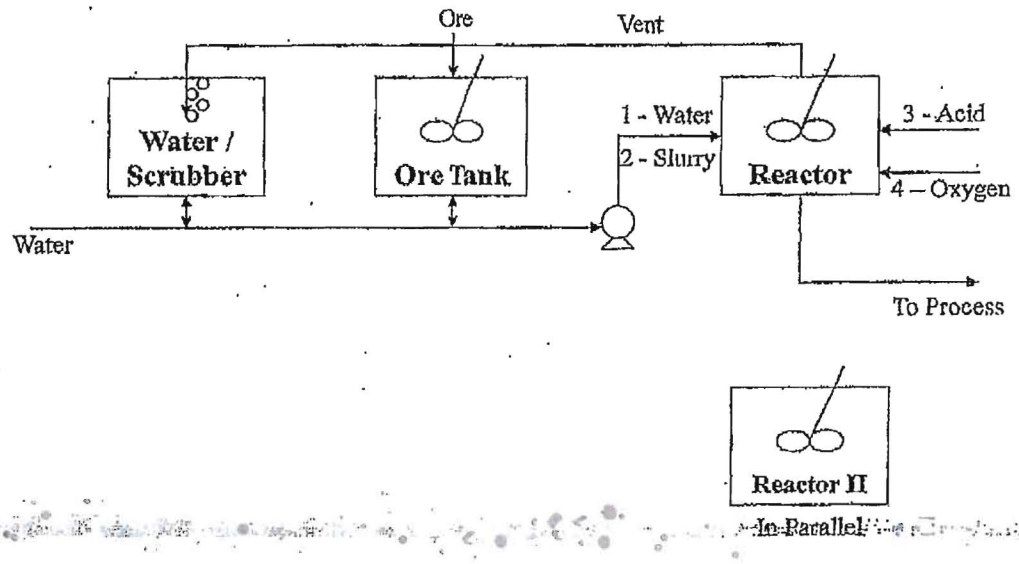
Number of matching Products is 10

Processing time was 1 seconds

Kemira PIX-317 is manufactured by Kemira Water Solutions, Inc.

Raw material supplier information is proprietary information. Kemira has long term contracts for the major raw materials in order for surety of supply of finished goods to the City for the expected volume and length of the contract.

Manufacturing Process Flow - Ferric Sulfate



ORIGIN ID:IXDA (785) 842-7424
TINA IMBROGNO
KEMIRA
4321 W 6TH ST

LAWRENCE, KS 66049
UNITED STATES US

SHIP DATE: 30JUL19
ACTWGT: 1.00 LB
CAD: 109965411/INET4160

BILL SENDER

TO **PURCHASING MANAGER**
COCOA CITY HALL
65 STONE ST.
CHRISTIE JARRELL
COCOA FL 32922
(321) 433-8833

INV
PO PO 4300081960 REF BID# B-20-01-COC DEPT

567J3/E9E7/05A2

FedEx Express

WED - 31 JUL 10:30A
PRIORITY OVERNIGHT

TRK# 0201 **7758 7289 6912**

XH COIA

32922
FL-US MCO

City of Cocoa/ Purchasing Dept.
Date: 7-31-19 Time: 9:00
Initials: AP

ORIGIN ID:IXDA (785) 842-7424
TINA IMBROGNO
KEMIRA
4321 W 6TH ST

LAWRENCE, KS 66049
UNITED STATES US

SHIP DATE: 30JUL19
ACTWGT: 1.00 LB
CAD: 109965411/INET4160

BILL SENDER

TO **REBECCA BOWMAN-PURCHASING**
CITY OF COCOA, FLORIDA
COCOA CITY HALL
65 STONE STREET
COCOA FL 32922
(321) 433-8833
INV.
PO: 4300091960

REF BID #B-20-01 WATER & WWTC

DEPT

567 JJE9E7/05A2

FedEx. Express

WED - 31 JUL 10:30A
PRIORITY OVERNIGHT

TRK# 0201 **7758 7431 8354**

XH COIA

32922
FL-US **MCO**

City of Cocoa/ Purchasing Dept.
Date: 7-31-19 Time: 9:00
Initials: JP

Mira Water Solutions
4321 W. 6th St.
Lawrence, KS 66049

Addendum #2 Revised Pages
Please add to original bid sent earlier
on 7/30/19 via Fed Ex.

Purchasing Mgr
Cocoa City Hall
65 Stone Street
Cocoa, FL 32922

BID FOR: Bid# B-20-01 COC Water • WWTC
DATE DUE: 8/1/19
TIME DUE: 2:30pm

B-20-01-COC WATER & WASTEWATER TREATMENT CHEMICALS

NOTE:

SEALED BID PACKAGE WAS RECEIVED ON 07/31/19 @9:00 AM

REVISED SEALED BID PACKAGE, DUE TO ADDEDUM #2, WAS RECEIVED ON 07/31/19 @ 9:00 AM

BOTH ENVELOPES WERE OPENED DURING THE BID OPENING ON THURSDAY 8/1/19 @ 3:00PM.

AFTER THE BID OPENING, THE SECTIONS NOTED BELOW, WHICH HAD BEEN REVISED WERE INSERTED INTO ORIGINAL BID PACKAGE AND THE ORIGINAL FORMS SUBMITTED WERE RETRACTED.

- SECTION 00296, PAGES 13 & 14 WERE REMOVED FROM ORIGINAL BID PACKAGE AND REVISED PAGES WERE INSERTED
- SECTION 00300, BID FORM (4 PAGES TOTAL) WERE REMOVED FROM ORIGINAL BID PACKAGE AND REVISED PAGES INSERTED

SECTION 00296
Scrutinized Company Certification
Solicitation No. B-19-18-COC
SUBMERSIBLE WASTEWATER PUMPS

This certification is required pursuant to Sections 287.135 and 215.473, Florida Statutes.

As of July 1, 2018, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a 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 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 the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and

(c) For contracts of one million dollars are more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and

(d) If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature)

Christina M. Imbrogno

Commercial Support Manager

(Printed Name and Title)

Kemira Water Solutions, Inc.

(Name of Vendor)

STATE OF Kansas

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 26 day of July, 2019, by Christina Imbrogno the Commercial Support Manager of Kemira Water Solutions, Inc., a _____ (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Notary Public

Print Name: Marsha K. Copeland

My Commission expires:

Marsha K Copeland
Notary Public State of Kansas
My Apt Expires 10/3/21

SECTION 00300

BID FORM
Water & Wastewater Treatment Chemicals
BID NO. B-20-01-COC

Proposal of Kemira Water Solutions, Inc.
(Name)
4321 W. 6th St.
Lawrence, KS 66049
(Address)

to furnish all materials, service, equipment, and labor required, for the **Water & Wastewater Treatment Chemicals** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents 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 the Contract Documents, for the prices stated in the spaces herein provided.

Section	Description	Unit	Qty	Unit Cost	Extension
				$	$
00310-D	Anhydrous Ammonia	TON	45	$ N/B	$ N/B
00310-E	Hydrofluosilicic Acid	TON	133	$ N/B	$ N/B
00310-F	Carbon dioxide	TON	796	$ N/B	$ N/B
00310-G	Sodium Hypochlorite	GAL	500,000	$ N/B	$ N/B
00310-H	Ferric Sulfate	TON	2260	$ 255.00	$ 576,300.00

IF YOU ARE NOT BIDDING ON A SECTION ABOVE PLEASE NOTE: N/B = NO BID.
FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

2) **FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY**

All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative participants FOB points and participating quantities are shown in the following chart (see Table "A" below).

--Intentionally Blank--

TABLE A
BCPEPC WATER & WASTE WATER TREATMENT CHEMICALS
ANNUAL QUANTITIES BY AGENCY

Section #	Description	Unit	COCOA	BREVARD COUNTY	CAPE CANAVERAL	COCOA BEACH	TITUSVILLE
00310-D	Anhydrous Ammonia	TON	45	13.50			
00310-E	Hydrofluosilicic Acid	TON	133	.75			231.5
00310-F	Carbon dioxide	TON	1200	48			100
00310-G	Sodium Hypochlorite	GAL	500,000	0	50,000	160,000	184,000
00310-H	Ferric Sulfate	TON	2260	89			

DESTINATION OF PARTICIPATING BCPEPC MEMBERS.

AGENCY NAME	DELIVERY ADDRESS
CITY OF COCOA	28400 S.R. 520, Christmas, FL 32709 375 N. Cocoa Blvd, Cocoa, FL 32922 * Wewahootee Water Treatment Plant, Cocoa Wellfield Road, Christmas, Florida 32832* Banana River Booster Pumping Station, 1950 East Merritt Island Cswy, Merritt Island Florida 32953* Viera Booster Pumping Station, 7251 Shoppes Drive, Melbourne Florida 32940* Industrial Park Booster Pumping Station, 201 N. Wilson Ave. Cocoa, Florida 32922*
BREVARD COUNTY	2262 High Drive, Mims, FL 32754 334 Egret Circle, Barefoot Bay, FL 32976 3205 Australian Way, Mims, FL32754 * 3710 Juanita Street, Cocoa, FL 32927 * 3630 N. Courtenay Pkwy, Merritt Island, FL 32953 * 10001 N. Wickham Road, Melbourne, FL 32940 * 2800 S. A1A Highway, Melbourne Beach, FL 32951 * 7773 Dottie Drive, Barefoot Bay, FL 32976 *
CITY OF CAPE CANAVERAL	601 Thurm Blvd, Cape Canaveral, FL 32920 *
CITY OF COCOA BEACH	1600 Minutemen Cswy, Cocoa Beach, FL 32931*
CITY OF TITUSVILLE	2836 Garden Street, Titusville, FL 32796 1105 buffalo road, Titusville, FL 32796 * 4800 Deep Marsh Road, Titusville, FL 32870 *
* Sodium Hypochlorite only	

3) The City reserves the right to increase or decrease these estimated quantities as needed.

4) Contract is for period from October 1, 2019 through September 30, 2020. Contract is renewable for two (2) consecutive twelve (12) month periods, at the same rates, not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

5) The City shall receive shipments as required on an as needed basis throughout the year.

6) POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN SECTION 00300 BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR "NO BID".

Receipt of Addenda Number(s) 1 is acknowledged.

Dated this 26 day of July, 2019.

Kemira Water Solutions, Inc.
(Company or Corporation Name)

4321 W. 6th St.
Lawrence, KS 66049 (Street or P.O. Box)

(City, State and Zip Code)

(785) 842-7424
(Area Code and Phone Number)

(785) 842-2629
(Area Code and Fax Number)

Kwsna.bids@kemira.com
(Email Address)

By Christina M. Imbrogno Commercial Support Manager
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Christina M. Imbrogno who, after first being sworn by me,

affixed his/her signature in the space provided above on this 26 day of July, 2019.

(Notary Public)

My commission Expires:

Marsha K Copeland
Notary Public State of Kansas
My Apt Expires 10/3/21

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

ORIGINAL

July 29, 2019

ADDENDUM #2

To the Bidding/Contract Documents and Specifications:

ITB#-B-20-01-COC

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for **Water & Wastewater Treatment Chemicals Project** as fully and completely as if the same were fully set forth therein.

1. This addendum includes eight (8) question and answer submitted between 07/15/2019 and 07/25/2019.

2. Effective July 16, 2019, the Purchasing Manager has been changed to Rebecca Bowman, Finance Director. Please direct questions to Rebecca Bowman at (321) 433-8626 or rbowman@cocoafl.org.

3. Replace form in Section 00296 Scrutinized Company Certification Solicitation No. B-19-18-COC Submersible Wastewater Pumps (pages 13 & 14) with Section 00296 Scrutinized Company Certification No. B-20-01-COC Water & Wastewater Treatment Chemicals Project (pages 13 & 14).

4. Replace form in Section 300 Bid Form, including table A. Table A was revised to update chemical quantities for the City of Titusville. A "Totals" column was also added for each chemical commodity.

5. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8626 or rbowman@cocoafl.org.

Rebecca Bowman
Finance Director/Purchasing Manager

Attachments:
1. Questions & Answers No. 1 Attachment: Bid Tabulation Sheets for B-16-19-COC and B-17-04-COC
2. Revised - Section 00296 SCRUTINIZED COMPANY CERTIFICATION FORM
3. Revised - Section 00300 BID FORM

Q & A:

1) Please provide your current supplier/cost and previous bid tab for B-20-01-COC.

Answer: City of Cocoa Current Supplier/Cost
Sodium Hypochlorite – Allied Universal Corp. Miami $0.468/gallon
Ferric Sulfate – Kemira Water Solutions $171.00/ton
Anhydrous Ammonia – Tanner Industries $1,480/ton
Carbon Dioxide – Airgas USA Inc.....$196.00/ton
Hydrofluosilicic Acid – Harcross Chemicals Inc.....$480.00/ton

Previous Bid Tabulation Sheets for B-16-19-COC & B-17-04-COC included. See Attachment # 1

2) Anhydrous Ammonia demand for Brevard County is shown as 13.5 tons in Table A –page 21. Yet in SPECIFICATIONS – ANHYDROUS AMMONIA –page 23… there is no mention of Brevard county Anhydrous Ammonia demand.
   a. What is/are the anhydrous ammonia tank size(s) for Brevard County?
   b. Are they customer owned or leased at Brevard County?
   c. What location(s) take delivery of anhydrous ammonia for Brevard County?

Answers: a. For the Barefoot Bay WWTP the tank sizes are 2-600 lb. tanks; 2-500 lb. tanks; and 1-550 lb. Tank (Total 2,750 lbs.)

b. All of the tanks are leased.

c. Delivery is at Barefoot Bay WWTP, 334 Egret Circle, Barefoot Bay, 32926

Mims Water Plant did use anhydrous ammonia, but now they use liquid ammonium sulfate instead, so Barefoot Bay is our only delivery site.

3) Who is the current supplier for CO2?

Answer: City of Cocoa – Airgas USA LLC
City of Titusville – Airgas USA LLC South Division
Brevard County – Boggs Gases

4) What is the current CO2 price?

Answer: City of Cocoa - $196.00/ton
City of Titusville - $192.00/ton
Brevard County- Mims Water: $0.286 per lb.
Barefoot Bay Water Plant: $0.572 per lb. (no idea why the price is different?)

5) Can we get confirmation on the CO2 usage at each location?

Answer: City of Cocoa –Approximately 3,000-4,000 lbs. a day at Dyal WTP
City of Titusville – 73 ¼ Tons 9 months (Oct-June) + 24 ½ Tons for next 3 months
Brevard County- Mims Water: Approximately 83,365 lbs. annually
Barefoot Bay Water: Approximately 73,579 lbs. annually

6) What is the storage capacity at each location for CO2?

Answer: City of Cocoa –Dyal WTP 2 tanks @ 140,000 lbs. each Total 280,000 lbs.
City of Titusville – 14 Tons
Brevard County- Mims Water: 14-Ton capacity
Barefoot Bay Water: 2750 lbs. (2-600 lbs./ 2-500 lbs./1-550lb.)

7) Which delivery address for each location correspond to CO2?

Answer: City of Cocoa- Dyal WTP 28400 SR520, Christmas, FL 32709
City of Titusville - Mourning Dove Water Plant 2836 Garden St., Titusville, FL 32796
Brevard County- Mims Water: 2262 High Dr., Mims, FL 32754
Barefoot Bay Water: 334 Egret Circle, Barefoot Bay, FL 32976

8) Will prospective bidders be allowed to do a site survey before the bid due date?

Answer: City of Cocoa- YES
City of Titusville - YES
Brevard County-Yes. Site surveys must be scheduled with the plant supervisors.

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: August 11, 2016

BID NUMBER: B-16-19-COC Water & Wastewater Treatment Chemicals

VENDOR	00310 Bidder's Acknowledgement	00311 Local Vendor Preference	00304 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00301 Bidder's Certification	Section	Description	Unit	Quantity	Unit Cost	Extension	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00450 W-9 Form & Affidavit	00455 Drug Free	00450 Conflict of Interest Statement	Receipt of Addendum
Allied Universal Corp.	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	1
3901 NW 115 Ave							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
Miami, FL 33178						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$.459/991	$784,258.88							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Cheney Lime & Cement Co.	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$183.50	$1,423,042.50	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$183.50	$1,192,750.00							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
P.O. Box 57605						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
Jacksonville, FL 32241						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							

Hawkins, Inc. 2263 Clark St. Apopka, FL 32703	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$500.00	$70,000.00							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa, FL 33619	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$.464/991	$792,802.00							
							Sodium Hypochlorite(% Available Chlorine/LB.)				12.50%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Thatcher Co. 1905 Fortune Road Salt Lake City, UT 84104	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$185.87 Dry Basis (18% Fe Equivalent)	$327,131.20							

Harcros Chemicals, Inc. 5132 Trenton St. Tampa, FL 33619	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$480.00	$67,200.00							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Kemira Water Solutions, Inc. 4321 W. 6th St. Lawrence, KS 66049	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	Y	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$171.00 per dry ton	$300,960.00							
Tanner Industries, Inc. 735 Davisville Road Southampton, PA 18966	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	Y	Y	Y	Y	Y	Y	1
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$1,480.00	$118,400.00							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							
Airgas USA, LLC South Div. PO Box 532609 Atlanta, GA 30353	Y	NA	Y	N	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$	$	N	Y	Y	Y	Y	Y	N
							Quick-Lime 3/4" Pebble	TON	6,500	$	$							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
						00310-F	Carbon dioxide	TON	1120	$178.25	$199,640.00							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							

Brenntag Mid-South 250 Central Florida Parkway Orlando, FL 32824	NO BID	NO BID	NO BID	NO BID	NO BID													
	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$306.94	$2,380,319.70	N	Y	Y	Y	Y	Y	Y
							Quick-Lime 3/4" Pebble	TON	6,500	$306.94	$1,995,110.00							
						00310-C	Soda Ash	TON	2,000	$	$							
						00310-D	Anhydrous Ammonia	TON	80	$	$							
Lhoist North America						00310-E	Hydrofluosilicic Acid	TON	140	$	$							
1479 Town Center Dr. ste 229						00310-F	Carbon dioxide	TON	1120	$	$							
						00310-G	Sodium Hypochlorite	GAL	1,708,625	$	$							
Lakeland, FL 33803							Sodium Hypochlorite(% Available Chlorine/LB.)				%							
						00310-H	Ferric Sulfate	TON	1760	$	$							

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: December 1, 2016

BID NUMBER: B-17-04-COC Water & Wastewater Treatment Chemicals--Sodium Hypochlorite

VENDOR	00010 Bidder's Acknowledgement	00120 Local Vendor Preference	00260 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00300 Bidder's Certification	Section	Description	Unit	Quantity	Unit Cost	Extension	00311 Exceptions	00312 References	00370 Bidder's Qualifications	00400 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	Receipt of Addendum
Allied Universal Corp.	X	NA	X	X	X	00310-G	Sodium Hypochlorite	GAL	1,708,625	0.448	$765,464.00	X	X	X	X	X	X	na
3901 NW 115 Ave							Sodium Hypochlorite(% Available Chlorine/LB.)				10.50%							
Miami, FL 33178																		
Odyssey Manufacturing Co.	X	NA	X	X	X	00310-G	Sodium Hypochlorite	GAL	1,708,625	0.525	$897,028.12	X	X	X	X	X	X	na
1484 Massaro Blvd							Sodium Hypochlorite(% Available Chlorine/LB.)				12.50%							
Tampa, FL 33619																		
Brenntag Mid-South						00310-G	Sodium Hypochlorite	GAL	1,708,625	NO BID	NO BID							
250 Central Florida Parkway							Sodium Hypochlorite(% Available Chlorine/LB.)				NO BID							
Orlando, FL 32824																		

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2ND AMENDMENT

BID NO. B-20-01-COC – FERRIC SULFATE

This SECOND Amendment to the purchase agreement for **Ferric Sulfate** is made and entered into as of June 2, 2021 by and between the **City of Cocoa** and **Kemira Water Solutions Inc., FKA; Kemiron CO. Inc., 316 Bartow Airport, Bartow, FL 33830.**

The agreement entered into on September 11, 2019, is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twelve (12) additional months, at the same rate ($255.00/Per Ton) terms, and conditions commencing on October 1, 2021 and terminating on September 30, 2022.

The parties hereto duly execute this SECOND Amendment to become effective as of the date and year first above written.

KEMIRA WATER SOLUTIONS, INC.

By: Gayla Walker
(Name) Printed

Commercial Support Specialist
(Title)

Signature 6/11/21
Date

CITY OF COCOA

By: Michael C. Blake
(Name) Printed

Mayor
(Title)

Signature 9-28-2021
Date

Attested by:
Carie Shealy 9-28-21
Carie Shealy
City Clerk

CORPORATE SEAL

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Diane Kozlak, Senior Buyer & Contract Agent

Legislation Details (With Text)

File #:	22-170	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/23/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Approve the Eighth Amendment to Purchase Agreement and Fee Schedule to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2021 through September 30, 2022. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2021-09-23 Amendment #8 signed by JAC.pdf WRA Original Contract.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2022
Agenda Date: April 12, 2022
Prepared By: John A. Walsh, P.E., Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Eighth Amendment to Purchase Agreement and Fee Schedule to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2021 through September 30, 2022

BACKGROUND:

Over the course of the past several years, the Utilities Department and the City Attorney's office have been involved with several important potable water resource issues involving the Dyal Water Treatment Plant including the Taylor Creek Reservoir Project and the City's ten-year Consumptive Use Permit (CUP) review with the St. Johns River Water Management District (SJRWMD). During that time period, the City has worked through the City Attorney's office to retain the services of Water Resource Associates, Inc. (WRA) to provide technical water resource consulting assistance. WRA has gained considerable knowledge about the City's water treatment facilities that would take a new consultant a substantial amount of time to acquire, and retaining a new consultant could hamper current efforts by the City related to pending water resource issues. WRA's familiarity with the City's water treatment facilities is now an asset to the City. The services from WRA are used on an as-needed basis. Any necessary budget required for the use of their services will be absorbed in the Water/Sewer Utility Administration account #421-4010-536.31-00.

On April 27, 2010, City Council approved a three-year contract with WRA subject to renewals by

mutual agreement. The work performed under the agreement is on a task as-needed basis.

On April 9, 2013, City Council approved the First Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, to renew for twelve (12) additional months with the revised schedule of rates and terminating on April 26, 2014.

On April 22, 2014, City Council approved the Second Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, through April 26, 2015.

On March 24, 2015, City Council approved the Third Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, through April 26, 2016.

On April 12, 2016, City Council approved the Fourth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective April 27, 2016 through April 26, 2017.
On May 9, 2017, City Council approved the Fifth Amendment to Purchase Agreement effective April 27, 2017 through September 30, 2018.

On September 11, 2018, City Council approved the Sixth Amendment to Purchase Agreement effective September 30, 2018 through September 29, 2020.

On October 27,2020, City Council approved the Seventh Amendment to Purchase Agreement effective October 1,2020 through September 30, 2021.

On March 23, 2021, City Council approved the Amendment #7 fee schedule which had been inadvertently ommitted form the prior approval.

On April 27, 2021, City Council approved Task Order 2021-19 for WRA to assist the city with the Dyal Water Treatment Plant Consumptive Use Permit Renewal

Staff recommends approval of the 8th Amendment to Purchase Agreement effective October 1, 2021 through September 30, 2022.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On April 27, 2021, City Council approved Task Order 2021-19 for Consumptive Use Permitting.

RECOMMENDED MOTION:

To Approve the Eighth Amendment to Purchase Agreement and Fee Schedule to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2021 through September 30, 2022.

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services

AMENDMENT # 8

This EIGHTH Amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of August 20, 2021 by and between the **City of Cocoa** and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, at the same rates, terms, and conditions commencing on October 1, 2021 and terminating on September 30, 2022.

The parties hereto duly execute this EIGHTH Amendment to become effective as of the date and year first above written.

WATER RESOURCE ASSOCIATES, INC.	CITY OF COCOA
By: Joseph Cimino	By: Michael C. Blake
(Name) Printed	(Name) Printed
Principal	Mayor
(Title)	(Title)
9/23/2021	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh, P.E., Utilities Director
Diane Kozlak, Senior Buyer & Contract Agent

EXHIBIT - A

WATER RESOURCE ASSOCIATES

8th AMENDMENT FEE SCHEDULE

Charges for work performed by Water Resource Associates (WRA) on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Charges within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Engineering	Principal	$220.00
	Senior Professional Engineer	$165.00
	Senior Construction Engineer	$165.00
	Senior Facilitator	$160.00
	Project Manager	$160.00
	Professional Engineer	$150.00
	Construction Engineer	$130.00
	Civil Engineer	$130.00
Geology and Hydrology	Senior Professional Hydrogeologist	$185.00
	Senior Hydrologist	$150.00
Environmental	Environmental Manager	$165.00
	Senior Environmental Scientist	$125.00
	Staff Environmental Scientist	$100.00
	Environmental Scientist	$75.00
GIS	Senior GIS Analyst	$125.00
	GIS Analyst	$85.00
Design and Planning	Sr. Landscape Architect	$140.00
	Senior Planner	$140.00
	CADD Designer	$95.00
	Technician	$75.00
Survey	Professional Surveyor	$140.00
	Survey Crew (2 person)	$115.00
	Survey CADD Technician	$95.00
Administrative	Permit Coordinator	$80.00
	Administrative Assistant	$60.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W & Color Prints)	$2.00 per sheet
Mylars	$10.00 per sheet
Mileage	$0.56 per mile
Postage/Courier/Overnight Delivery	Actual Cost + 15%
Subcontractors	Actual Cost + 15%

Approved by Council 10/27/2020
Item # IX.6

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services

AMENDMENT # 7

This SEVENTH Amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of September 30, 2020 by and between the **City of Cocoa** and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, at the same rates, terms, and conditions commencing on October 1, 2020 and terminating on September 30, 2021.

The parties hereto duly execute this SEVENTH Amendment to become effective as of the date and year first above written.

WATER RESOURCE ASSOCIATES, INC.	CITY OF COCOA
By: Mark D. Farrell, P.E	By: Jake Williams, Jr.
(Name) Printed	(Name) Printed
President	Mayor
(Title)	(Title)
10/07/2020	10/27/2020
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh, P.E., Utilities Director
Diane Kozlak, Senior Buyer & Contract Agent

EXHIBIT -A

WATER RESOURCE ASSOCIATES
7th AMENDMENT FEE SCHEDULE

Charges for work performed by Water Resource Associates (WRA) on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Charges within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ Mileage at current IRS per mile rates

Postage/Courier and Overnight Delivery Charges/Subcontractors (Actual Cost + 15%)

Approved by Council 9/11/2018
Item VIII.5

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #6

This SIXTH Amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of August 13, 2018 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twenty-four (24) additional months, per the schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on September 30, 2018 and terminating on September 29, 2020.

The parties hereto duly execute this SIXTH Amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES	**CITY OF COCOA**
By: **Mark D. Farrell, P.E.**	By: **John Titkanich**
(Name) Printed	(Name) Printed
President	**City Manager**
(Title)	(Title)
8/22/18	9/11/18
Signature Date	Signature Date

cc: Carie Shealy, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
6th AMENDMENT FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. *Charges within a calendar year will not be made on a project in progress without prior notification.*

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ Mileage at current IRS per mile rates

Postage/Courier and Overnight Delivery Charges/Subcontractors (Actual Cost + 15%)

Approved by Council 5/9/17
Item VIII.5 for 17 months
Multi-Year

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #5

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of April 19, 2017 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for seventeen (17) additional months, with the revised schedule of rates in Exhibit-A (attached). **All terms and conditions remain the same commencing on April 27, 2017 and terminating on September 30, 2018.**

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES	**CITY OF COCOA**
By: Mark D. Farrell, P.E.	**By: Henry U. Parrish III**
(Name) Printed	(Name) Printed
President	**Mayor**
(Title)	(Title)
Signature 4/20/17 Date	Signature 5/09/17 Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
5th AMENDMENT FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. *Charges within a calendar year will not be made on a project in progress without prior notification.*

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ 0.575 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual Cost + 15%)

Approved by Council: 4/12/2016
Item V.2

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #4

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of March 16, 2016 by and between the **City of Cocoa** and **Water Resource Associates, LLC, 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2016 and terminating on April 26, 2017.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature

Date 3/17/16

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature

Date 04/12/2016

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
4TH AMENDMENT FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$165.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Staff Environmental Scientist	$90.00
Environmental Scientist	$65.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W & Color Prints)	$2.00 per sheet
Mylars	$10.00 per sheet
Mileage	$0.54 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

Approved by Council
03/24/2015 Item #V.2

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #3

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of February 19, 2015 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2015 and terminating on April 26, 2016.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
3RD AMENDMENT FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. *Charges within a calendar year will not be made on a project in progress without prior notification.*

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ 0.575 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual Cost + 15%)

Approved By Council
04/22/2014 Item VIII.6

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #2

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of March 17, 2014 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2014 and terminating on April 26, 2015.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature 3/19/14 Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature 4/22/2014 Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES – 2014 FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Charges within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (PER HOUR) *

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ 0.565 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual Cost + 15%)

Approved By Council on 04/09/2013 Item V.3

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #1

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of March 11, 2013 by and between the **City of Cocoa** and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2013 and terminating on April 26, 2014.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature 3/20/2013 Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature 3-9-13 Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

*** EXHIBIT-A ***

WATER RESOURCE ASSOCIATES - 2013 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.565 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

Approved by Council on
04/27/2010 Item VIII.3

AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.,** a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consultanting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Consultant without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 **General Services.** For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 **Liability Amounts.** During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consultanting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional

and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Consultant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Consultant shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Consultant be open and freely exhibited to the City for the purpose of examination and/or audit.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

15.4 If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

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

17.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Consultant has committed any act of fraud upon the City; or

17.6 Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

33.1 Consultant hereby represents and warrants to the City the following:

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

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

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

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: Michael C. Blake
Michael C. Blake
Print Name/Title: Mayor

CONSULTANT:

By:

Print Name/Title: Mark D Francel, Pres

ATTEST:

By: Jan Clark
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

Exhibit A

WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$195.00
Senior Facilitator	$160.00
Senior Professional Engineer	$160.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$130.00
Senior Planner	$130.00
Engineer	$125.00
Geologist	$125.00
Planner	$100.00
Environmental Scientist	$100.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.55 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lassiter-Ware Insurance of Tampa Bay
4401 West Kennedy Blvd
Suite 200
Tampa FL 33609

RECEIVED FEB 28 2013

CONTACT NAME: Jude Sutton
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co of Conn	25682
INSURER B: Travelers Indemnity Co of Amer	25666
INSURER C: Hudson Specialty Ins. Co.	37079
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Water Resource Associates, Inc. DBA WRA
4260 West Linebaugh Avenue
Tampa FL 33624

COVERAGES CERTIFICATE NUMBER: 12-14 Cert REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			6802A199206TCT12	5/31/2012	5/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			6802A199206TCT12	5/31/2012	5/31/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		IDTBHUB8339L63912	12/15/2012	12/15/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Claims Made			ESB2826131302	3/1/2013	3/1/2014	EACH CLAIM AGGREGATE	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is an additional insured under the terms and conditions of the Professional Liability policy with respect to work performed by the named insured as required by written contract. WRA #0689

CERTIFICATE HOLDER

The City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Schmaltz/JOANR Patricia Lara Schmaltz

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AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.,** a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consultanting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Consultant without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 General Services. For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consultanting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional

and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Consultant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Consultant shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Consultant be open and freely exhibited to the City for the purpose of examination and/or audit.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. Ownership of Documents. The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

15.4 If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

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

17.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Consultant has committed any act of fraud upon the City; or

17.6 Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

33.1 Consultant hereby represents and warrants to the City the following:

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

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

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

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: _____
Michael C. Blake
Print Name/Title: Mayor

CONSULTANT:

By: _____
Print Name/Title: Mark D Famell, Pres

ATTEST:

By: _____
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

Exhibit "A"

WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$195.00
Senior Facilitator	$160.00
Senior Professional Engineer	$160.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$130.00
Senior Planner	$130.00
Engineer	$125.00
Geologist	$125.00
Planner	$100.00
Environmental Scientist	$100.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.55 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

WRA Water Resource Associates

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance of Tampa Bay 4401 West Kennedy Blvd Suite 200 Tampa FL 33609	CONTACT NAME: Jude Sutton PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8600 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00037526
INSURED Water Resource Associates, Inc. 4260 West Linebaugh Avenue Tampa FL 33624	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Indemnity Co of Conn — 25682 INSURER B: Travelers Indemnity Co of Amer — 25666 INSURER C: Hudson Specialty Ins. Co. — 37079 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 12-13 Renewal Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			6802A199206TCT12	5/31/2012	5/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		IDTBHUB8339L63911	12/15/2011	12/15/2012	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY CLAIMS MADE			ESB2826131201	3/1/2012	3/1/2013	EACH CLAIM ANNUAL AGGREGATE	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

The Certificate Holder is an additional insured under the terms and conditions of the Professional Liability policy with respect to work performed by the named insured as required by written contract. WRA #0689

CERTIFICATE HOLDER

The City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Schmaltz/JUDES — Patricia Marie Schmaltz

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Legislation Details (With Text)

File #:	22-177	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/24/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Approve Change Order #2 to P.O. 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. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Billing and Fee Arrangements Kirwin Norris.pdf PO 77494.pdf PO 77494-1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2022
Agenda Date: April 12, 2022
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Change Order #2 to P.O. 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

BACKGROUND:

On February 26, 2020, the City Manager signed a retainer agreement with Douglas W. Ackerman, from the legal firm Kirwin Norris, P.A., in anticipation of having to file a potential lawsuit against Brandes Design-Build. The City Council later authorized filing two lawsuits against Brandes Design Build and their sureties related to both the Jerry Sellers and Industrial Park projects.

An original estimated budget of $50,000 was established for legal services inclusive of engineering expert fees. P.O. 77494 was issued in the amount of $50,000. On May 25, 2021 Council approved Change Order #1 in the amount of $100,000 for a total approved purchase order of $150,000.

Because of the highly technical nature of these two pending construction cases, the purchase orders issued for Kirwin Norris, P.A. include not only legal fees, but fees incurred for the City's engineering

expert assisting the City in these cases. To-date, a substantial portion of the money drawn from the Kirwin Norris purchase orders have been to pay invoices related to the City's engineering expert.

The current remaining balance is $4,371.08. With legal support services ongoing and legal and engineering expert services continuing, the remaining balance is insufficient.

Staff is recommending a change order of $50,000 be added to the original P.O. for a total approved purchase order of $200,000.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$50,000
Account Number	421-4010-536.31-01
Account Name	Legal Expenses
Source of Funds:	Operating Revenue
Change Order #1 Amount:	$100,000
Original Purchase Order:	77494
Original Purchase Order Amount:	$50,000
Total Number of Change Orders:	2
Total Amount in Change Orders To Date:	$150,000

PREVIOUS ACTION:

On February 26, 2020, the City Manager approved a retainer agreement with Special Counsel Douglas Ackerman.

On May 25, 2021 Council approved Change Order #1 to P.O. 77494 with Kirwin Norris, PA, for Legal Representation for Possible Legal Action against Brandes Design-Build for Issues with the Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs

The City Council previously authorized filing suit against Brandes Design Build and their sureties to recover costs and fees related to completing these projects

RECOMMENDED MOTION:

To Approve Change Order #2 to P.O. 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

Kirwin Norris, P.A.

BILLING AND FEE ARRANGEMENTS

UNDERSTANDING. We are pleased to have the opportunity to represent you. Our goal is to provide the highest quality and most efficient legal services possible. Experience has shown that our relationship will be stronger if we begin it with a mutual understanding about our fees and their payment. Unless our engagement letter alters these arrangements, we will assume that these terms are acceptable to you and that they will also apply to future matters on which we are asked to represent you.

FEES. City of Cocoa (hereinafter "Client"), agrees to be charged $300.00-$370.00 per hour for attorney time involved in contract review and/or pursuing or defending any claims arising from Client's business. Client agrees to pay the hourly rate portion of all fees incurred on a monthly basis, together with all out of pocket costs as they are incurred. The law firm reserves the right to increase or decrease the amount of the monthly bills based upon the law firm's assessment of the value of the services which were rendered on behalf of the Client. Costs include, without limitation, travel expenses, deposition transcripts, filing fees, etc. This Billing and Fee Arrangement is contingent on representation in Florida. If a case is transferred to any other out of state forum, then this Agreement shall be null and void and all arrangements for continuing representation subject to negotiation.

WORK ASSIGNMENTS. The lawyer with whom you deal primarily may assign parts of your work to other lawyers or other personnel in the office under his or her supervision, and may use other firm lawyers where specialized help is needed including attorney Todd Demetriades of Pursiano Barry Bruce Demetriades Simon LLP. The supervising lawyer will continue to be responsible to you for the entire assignment, however, and will be available to discuss the use of other personnel with you. It is our practice to assign tasks among lawyers, legal assistants, law clerks and document clerks in such a way as to produce the highest quality of work at the most reasonable expense to you.

DISBURSEMENTS ON YOUR ACCOUNT. Invoices will normally be rendered monthly for work done in the previous month, covering and identifying services rendered as well as disbursements and other charges. These disbursements and charges include items incurred and paid by us on your behalf, such as long distance telephone charges, special postage, delivery charges, telex or telecopy charges, travel, photocopying, secretarial overtime, if necessary, and use of other service providers such as printers or experts, if needed. In litigated matters, we include payments made by us for process servers, court reporters, witness fees and so on. We also make separate charges for the use of "Lexis", "Westlaw" or "Veralex" which are computerized legal research systems that in our experience significantly reduce lawyer research time. We normally request the court reporter's fees and other large disbursement items be billed or forwarded to you for payment directly to the providers of those services.

PAYMENT. We will render a statement on your account each month, and payment is due upon receipt. If for any reason any statement of ours goes unpaid, we reserve the right to withdraw

from representing you further. Unless otherwise notified in writing by the City, invoices shall be submitted to the City Attorney for initial review, and upon review, invoices will be transmitted by the City Attorney to the City's Utilities Director for payment processing in accordance with City policy.

RETAINERS. N/A.

MULTIPLE CLIENTS. In certain circumstances, more than one individual may collectively retain Kirwin Norris P.A. and they collectively will be the Client. Each Client is aware of the potential conflict among the various individuals, but each individual Client has agreed to the overall representation by Kirwin Norris P.A. and is aware of said potential conflict. Each individual Client will, if such a situation arises, seek his or her own legal counsel and Kirwin Norris P.A. may continue to collectively represent the Client.

LIABILITY FOR OPPOSING PARTY ATTORNEYS' FEES AND COURTS COSTS. Client acknowledges that Kirwin Norris P.A. has not and cannot make any guaranties as to the results which may be obtained in any litigation or arbitration or for any matter for which Kirwin Norris P.A. has been retained. All expressions relative to the possible results are purely opinions of Kirwin Norris P.A. Client further understands that there is the potential in any litigation/arbitration for the Client to be liable to the opposing party for its attorneys' fees and court costs, including possible expert witness fees, should the Client not prevail in the litigation/arbitration.

CONFLICTS IN REPRESENTATION OF THE CLIENT. From time to time there may arise matters involving a conflict of interest, which could arise if there is a lawsuit involving the Client and one of Kirwin Norris' other clients. Conflicts will be handled as follows:

a. If there is no on-going representation being provided to the Client, the Client will not be deemed to be a client of Kirwin Norris and no conflicts will be deemed to have arisen. Thus, Kirwin Norris could represent other clients in regard to matters involving the Client provided, however, those matters do not relate to the matters on which Kirwin Norris has provided representation to the Client.

b. Kirwin Norris reserves the right to terminate its representation of the Client. In that regard, Kirwin Norris will be paid in full for services rendered to that date and, as a result of the termination of said representation, Kirwin Norris will be entitled to represent the other party as if subparagraph (a) above was applicable; provided, however, that said matters do not involve the matters on which Kirwin Norris has provided representation to the Client.

c. To the extent a conflict is a "**direct conflict**" (as defined below), Kirwin Norris will meet and discuss the nature of the conflict and determine if the matter can be resolved. If the Client is unwilling to waive the conflict, Kirwin Norris reserves the right under (b) above to terminate its representation of the Client. Also, as set forth in subparagraph (a) above, if there is no on-going representation at that time, there will be no direct conflict. A "**direct conflict**" is a matter in which the client and another Kirwin Norris client are actively and directly involved with one another in an adverse way, for example, the Client is being sued by a Kirwin Norris client seeking recovery of a money judgment. An example of an "**indirect conflict**" would be a

matter in which the Client holds a judgment against Company A and one of our clients seeks to foreclose a mortgage which encumbers property owned by a Company A. The Client would be joined as a necessary party in the foreclosure because it holds a subordinate judgment lien encumbering Company A's property. That would, as set forth in subparagraph (d) below, be an indirect or incidental conflict.

d. In regard to "**Indirect or incidental conflicts**", the Client hereby agrees to waive any such conflict, and Kirwin Norris would be entitled to represent the other client in those particular matters. Indirect or incidental conflicts would be those transactions in which no actual monetary relief is required against the Client. As set forth in subparagraph (c) above, an incidental or indirect conflict would arise if Kirwin Norris represents a client and in seeking to foreclose a mortgage, the Client would be joined as a defendant because it has a second mortgage or a judgment against the owner of the property being foreclosed.

With respect to any waivers of conflicts, to the extent the Client has agreed to waive any future conflict as set forth herein, the execution of this document constitutes a waive of that conflict. If requested by Kirwin Norris, the Client will provide Kirwin Norris with a letter waiving the conflict. Such letters may be prepared by Kirwin Norris to fully define the conflict.

QUESTIONS. If you have questions about any aspect of our arrangements or our statements from time to time, feel entirely free to raise those questions. It is important that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters, including the amount of our statements, and we encourage you to be frank about them.

KIRWIN NORRIS, P.A.

By: Douglas W. Ackerman

AGREED AND ACCEPTED:

DATE: 2/26/2020

client John A. Tidkarich, Jr., ACP, ICMA-CM
CITY MANAGER

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SERVICE

CITY OF COCOA

PURCHASE ORDER

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

THIS NO. 77494

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10625
VENDOR FAX NO.: 407-740-6363
VENDOR PH NO.: 407-740-6600

DATE 12/07/2020
DATE REQUIRED 9/30/2021

KIRWIN NORRIS PA
15 W CHURCH ST STE 301
ORLANDO FL 32801

DELIVER TO:

City of Cocoa
UTILITIES ADMINISTRATION
351 SHEARER BLVD
COCOA FL 32922

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

BUYER/REQ. # F.O.B.
CS 0000042072
N.E. HERNANDEZ/JAW/4010

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	50000.00	SUM	LEGAL REPRESENTATION FOR POSSIBLE LAWSUIT AGAINST BRANDES DESIGN-BUILD AND SURETY WESTFIELD FOR THE JERRY SELLERS TANK COATING REPAIRS PROBLEMS. RETAINER AGREEMENT WITH SPECIAL COUNSEL DOUGLAS ACKERMAN WAS APPROVED BY THE CITY MANAGER ON 2-26-20. *****OPERATING REVENUE*****	1.0000	50000.00
				TOTAL	50000.00

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

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

ACCOUNT NUMBER

42140105363101

CITY OF COCOA

Purchasing Agent

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

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

SERVICE

PURCHASE ORDER

CHANGE NO.: 1
CHANGE DATE: 6/04/2021

THIS NO. 77494

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

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

VENDOR NO.: 10625
VENDOR FAX NO.: 407-740-6363
VENDOR PH NO.: 407-740-6600

DATE 12/07/2020
DATE REQUIRED 9/30/2021

KIRWIN NORRIS PA
15 W CHURCH ST STE 301
ORLANDO FL 32801

DELIVER TO:
City of Cocoa
UTILITIES ADMINISTRATION
351 SHEARER BLVD
COCOA FL 32922

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

BUYER/REQ. #
CS 0000042072 FOB
N.E. HERNANDEZ/JAW/4010

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** * CHANGE ORDER * **********		
1	150000.00	SUM	LEGAL REPRESENTATION FOR POSSIBLE LAWSUIT AGAINST BRANDES DESIGN-BUILD AND SURETY WESTFIELD FOR THE JERRY SELLERS TANK COATING REPAIRS PROBLEMS. RETAINER AGREEMENT WITH SPECIAL COUNSEL DOUGLAS ACKERMAN WAS APPROVED BY THE CITY MANAGER ON 2-26-20. *****OPERATING REVENUE*****	1.0000	150000.00
				TOTAL	150000.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $100,000.00, TO LINE ITEM # 1 PER REQ # 42838. TO COVER SERVICES THROUGH FY21.

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

ACCOUNT NUMBER

42140105363101

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

TERMS AND CONDITIONS

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

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

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Legislation Details (With Text)

File #:	22-182	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/28/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Award Bid # B 22-08-COC to the lowest and responsive bidder Cortez Heating & Air LLC for the A/C Replacements at the City of Cocoa Civic Center in the amount of $80,095 and Authorize the City Manager to sign the Construction Agreement. Approve a Resolution Amending the FY 2022 Budget, BAF # 22-067-A. Approve a Project Contingency Resolution for issuing the purchase order, and approval of any Change Orders not to exceed $10,005. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid Tabulation Sheet.pdf Cortez Heating and Air LLC B-22-08-COC.pdf Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-067-A-PW-HVAC Units Civic Center (4-12-22) Agenda 22-182.pdf Cortez Contingency Agenda 22-182 - Reso 2022-.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2022
Agenda Date: April 12, 2022
Prepared By: Frank Mirabito
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Request Council to award Bid # B 22-08-COC to the lowest and responsive bidder Cortez Heating & Air LLC for the A/C Replacements at the City of Cocoa Civic Center in the amount of $80,095 and Authorize the City Manager to sign the Construction Agreement. Approve a Resolution Amending the FY 2022 Budget, BAF # 22-067-A. Approve a Project Contingency Resolution for issuing the purchase order, and approval of any Change Orders not to exceed $10,005.

BACKGROUND:

The current A/C units installed at the Civic Center date back to the refurbishment that was completed in the mid 2000's. Earlier this year the two main units suffered equipment failure that removed them from service. This loss of service had a profound effect on event rentals.

The Facilities Division was able to acquire replacements parts for repair at increased costs and lead time for installation. These units (20-ton, 15-ton, and 7.5 ton) have reached the end of their useful life expectancy. Public Works considers these A/C units to be critical to the continued operation of

the Civic Center.

The decision was made to bid this work out. Bid # B-22-08-COC was published on February 22nd, 2022 with solicitations going out to 1,027 vendors of which 23 reviewed the invitation to bid. This bid closed on March 24th, 2022 with four submittals received where Cortez Heating & Air LLC was the apparent lowest and most responsive bidder at $80,095.

$10,005 is set aside for project contingency should it be needed.

STRATEGIC PLAN CONNECTION:

This work will enhance the City of Cocoa's community development through the events that utilize the Civic Center; introducing new people to the City's amenities.

BUDGETARY IMPACT:

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

BAF# 22-067-A

Amount Requested	($90,100)
Account Number	001-0000-389.99-50
Account Name	Fund Balance Reserves PW00CC

Amount Requested	$90,100
Account Number	001-3560-519.64-00 PW00CC
Account Name	Capital - Machinery and Equipment

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Council to award Bid # B 22-08-COC to the lowest and responsive bidder Cortez Heating & Air LLC for the A/C Replacements at the City of Cocoa Civic Center in the amount of $80,095 and Authorize the City Manager to sign the Construction Agreement. Approve a Resolution Amending the FY 2022 Budget, BAF # 22-067-A. Approve a Project Contingency Resolution for issuing the purchase order, and approval of any Change Orders not to exceed $10,005.

CITY OF COCOA

TABULATION SHEET

A/C Replacement at City of Cocoa Civic Center

ITB B-22-08-COC

March 24, 2022

VENDOR	Address	Bid Amount
1. Air Mechanical + Service Corp.	325 Anchor Rd Casselberry, FL 32707	156,750.00
2. Cortez Heating + Air LLC	5012 US Hwy 41 N, Palmetto FL 34221	80,095.00
3. Precision Air Conditioning of Brevard, Inc.	505 Canaveral Groves Blvd Cocoa, FL 32926	112,250.00
4. Competitive Air + Heat	689 S Hedgecock Square Satellite Beach, FL 32937	110,253.00
5.		
6.		
7.		

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

Attachment "B"
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.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
TITLE: A/C Replacement at City of Cocoa Civic Center		

AFFIANT SIGNATURE

David Shepherd

Typed Name of AFFIANT

General Manager

Title

The foregoing instrument was executed before me this 23 day of March, 2022 by David Shepherd as General Manager of Cortez Heating & Air, 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.

ALICE M WILLHIDE
Notary Public - State of Florida
Commission # GG 253440
My Comm. Expires Oct 7, 2022
Bonded through National Notary Assn.

NOTARY PUBLIC
STATE OF Florida
MY COMMISSION EXPIRES: OCT. 7, 2022

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	**Due Date: 03/24/2022**
TITLE: A/C Replacement at City of Cocoa Civic Center		

Attachment "C"
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. 1 Dated: 3/9/2022

Addendum No. 2 Dated: 3/15/2022

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: Cortez Heating + Air

Mailing Address: 5012 US Hwy 41 N Palmetto, FL 34221

Telephone Number: 941-755-5211 Fax Number: 941-758-4210 E-mail Address: dispatch@cortez-ac.com

[signature] 86-3214060
Authorized Signatory FEIN:

David Shepherd
Printed Name

General Manager
Title

3/23/2021
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
TITLE: A/C Replacement at City of Cocoa Civic Center		

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. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This is a **LUMP SUM CONTRACT. Award of this contract will be based on the Total Lump Sum Price of the Base Bid Amount.** The Bidder is to include all costs that the 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.

Description of Work:	
Provide HVAC construction services to replace the 20 ton, 15 ton, and 7.5 ton air conditioning units including the air handlers at the Civic Center (430 Delannoy Ave) according to the description of work in section 1.01 of this invitation to bid.	
Lump Sum Base Bid Amount:	$ 80,095.00

Bidder/Contractor Name: Cortez Heating + Air

Mailing Address: 5012 US Hwy 41 N Palmetto, FL 34221

Telephone Number: 941-755-5211 E-mail Address: dispatch@cortez-ac.com

Authorized Signatory

David Shephard FEIN: 86-3214060
Printed Name

General Manager
Title

3/23/2022
Date

STATE OF Florida COUNTY OF manatee

The foregoing instrument was executed before me this 23 day of march, 2022 by David Shephard as General Manager of Cortez Heating & Air 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.

ALICE M WILLHIDE
Notary Public - State of Florida
Commission # GG 253440
My Comm. Expires Oct 7, 2022
Bonded through National Notary Assn.

NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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Attachment "F"
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.					
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory — Printed Name

_____ _____

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
TITLE: A/C Replacement at City of Cocoa Civic Center		

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: Cortez Heating + Air, LLC.

Mailing Address: 5012 US Hwy 41 N Palmetto, FL 34221

Telephone Number: 941-755-5211 Fax Number: 941-758-4210 E-mail Address: dispatch@cortez-ac.com

[signature] — Authorized Signatory

General Manager — Title

David Shepherd — Printed Name

3/23/2022 — Date

86-3214060 — FEIN:

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

David Sydnor

Typed Name of AFFIANT

General Manager

Title

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
TITLE: A/C Replacement at City of Cocoa Civic Center		

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was executed before me this 23 day of March, 2019, by David Shephard as General Manager for Cortez Heating & Air, 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.

ALICE M WILLHIDE
Notary Public - State of Florida
Commission # GG 253440
My Comm. Expires Oct 7, 2022
Bonded through National Notary Assn.

NOTARY PUBLIC, State of Florida

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
TITLE: A/C Replacement at City of Cocoa Civic Center		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with ITB, or Contract Number **B-22-08-COC A/C Replacement at City of Cocoa Civic Center**

This sworn statement is submitted by Cortez Heating + Air, ~~LLC~~ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 86-3214060 of the individual signing this sworn statement: _____.

My name is David Shepherd and my relationship to the above entity is General Manager.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-22-08-COC for A/C replacement 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

David Shepherd
Typed Name of AUTHORIZED SIGNATORY

General Manager
Title

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was executed before me this 23 day of March, 2022 by David Shepherd as General Mgr. of Cortez Heating & Air, 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.

ALICE M WILLHIDE
Notary Public - State of Florida
Commission # GG 253440
My Comm. Expires Oct 7, 2022
Bonded through National Notary Assn.

NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
TITLE: A/C Replacement at City of Cocoa Civic Center		

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	X	Other (Please specify) LLC
State of Incorporation	Florida				
Principal Place of Business (Enter Address)	5012 US Hwy 41 N Palmetto, FL 34221				
Federal I.D Number	86-3214060				

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: Cortez Heating & Air, LLC

Mailing Address: 5012 US Hwy 41 N Palmetto, FL 34221

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
TITLE: A/C Replacement at City of Cocoa Civic Center		

Telephone Number: 941-755-5211 Fax Number: 941-758-4210 E-mail Address: dispatch@cortez-ac.com

Authorized Signatory

David Shepherd FEIN: 86-3214060

Printed Name

General Manager

Title

3/23/2022

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
TITLE: A/C Replacement at City of Cocoa Civic Center		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: B-22-08-COC	
TITLE: A/C REPLACEMENT AT CITY OF COCOA CIVIC CENTER		Total Project Amount: $ 80,091.00	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
59-2635880	Sims Crane 1219 US Hwy 301 N Tampa, FL 33619	Crane	5,000
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
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Bidder/Contractor Name: Cortez Heating + Air, LLC

Mailing Address: 5012 US Hwy 41 N. Palmetto, FL 34221

Telephone Number: 941-755-5211 Fax Number: 941-758-4210 E-mail Address: dispatch@cortez-ac.com

David Shepherd

86-3214060

Authorized Signatory | Printed Name | FEIN:

General Manager

3/23/2022

Title | Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	**Due Date: 03/24/2022**
TITLE: A/C Replacement at City of Cocoa Civic Center		

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:	Sheraton Lake Buena Vista		
Type of Project/Service:	RTU Replacement		
Address:	12205 S Apopka Vineland Rd. Orlando, FL 32836		
Contracting Agency/Client:	Sheraton		
Contact Name and Phone #:	James Portell 407-238-7165		
Contact Email Address and Fax #:	James.Portell@sheratonlbv.com		
Contract Amount:	$60,577.00	Start Date: 10/2021	End Date: 11/2021
Project #2:			
Project Name:	Loews Universal Resorts		
Type of Project/Service:	Boiler Replacement		
Address:	6800 Lakewood Plaza Dr. Orlando, FL 32819		
Contracting Agency/Client:	Loews		
Contact Name and Phone #:	Michael Garro 321-947-5272		
Contact Email Address and Fax #:	Michael.Garro@loewshotels.com		
Contract Amount:	$294,570.00	Start Date: 01/2021	End Date: 03/2021
Project #3:			
Project Name:	RSR Group		
Type of Project/Service:	RTU Replacement		
Address:	4405 Metric Drive Winter Park, FL 32792		
Contracting Agency/Client:	RSR Group		
Contact Name and Phone #:	Ed Engstrom 407-554-6639		
Contact Email Address and Fax #:	eengstrom@rsrgroup.com		
Contract Amount:	$51,600.00	Start Date: 06/2021	End Date: 08/2021
Project #4:			
Project Name:	Casa Monica Resort		
Type of Project/Service:	Chiller upgrade		
Address:	95 Cordova St. St. Augustine, FL 32084		
Contracting Agency/Client:	Casa Monica Resort		
Contact Name and Phone #:	Ed Shaffer 904-669-0532		
Contact Email Address and Fax #:	ed.Shaeffer@kisslercollection.com		
Contract Amount:	$42,000.00	Start Date: 12/2021	End Date: 02/2022
Project #5:			
Project Name:	Universal Studios		
Type of Project/Service:	Bldg Automation		
Address:	1000 Universal Studios Plaza Orlando, FL 32819		
Contracting Agency/Client:	Universal Studios		
Contact Name and Phone #:	Cecil Cunningham 407-446-1156		
Contact Email Address and Fax #:	Cecil.Cunningham@universalorlando.com		
Contract Amount:	$52,000.00	Start Date: 01-2022	End Date: 03/2022

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
TITLE: A/C Replacement at City of Cocoa Civic Center		

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: Cortez Heating + Air, LLC

Mailing Address: 5012 us Hwy 41 N Palmetto, FL 34221

Telephone Number: 941-755-5211 Fax Number: 941-758-4210 E-mail Address: dispatch@cortez-ac.com

Authorized Signatory

David Shephard FEIN: 86-3214060
Printed Name

General Manager
Title

3/23/2022
Date

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was executed before me this 23 day of March, 2022 by David Shephard as General manager of Cortez Heating & Air, 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.

ALICE M WILLHIDE
Notary Public - State of Florida
Commission # GG 253440
My Comm. Expires Oct 7, 2022
Bonded through National Notary Assn.

NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
TITLE: A/C Replacement at City of Cocoa Civic Center		

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-22-08-COC**

TITLE: **A/C Replacement at City of Cocoa Civic Center**

SOLICITATION DUE DATE: 03/24/2022 TIME: 3:00pm Local Time

FROM: Cortez Heating + Air, LLC
5012 us Hwy 41 N Palmetto, FL 34221

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

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
TITLE: A/C Replacement at City of Cocoa Civic Center		

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: Cortez Heating & Air, LLC

Mailing Address: 5012 US Hwy 41 N Palmetto, FL 34221

Telephone Number: 941-255-5210 Fax Number: 941-758-4210 E-mail Address: dispatch@cortez-ac.com

Signatory — David Shepherd — FEIN: 86-3214060 — Authorized

Printed Name

General Manager — 3/23/2022

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: ITB B-22-08-COC
	INVITATION TO BID (ITB)	Due Date: 03/24/2022
TITLE: A/C Replacement at City of Cocoa Civic Center		

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that Cortez [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 Cortez [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: David Shephard
Date: 3/23/2022

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3/23/2022 (date) by David Shephard (name of officer or agent, title of officer or agent) of Cortez Heating & Air (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: OCT. 7, 2022

ALICE M WILLHIDE
Notary Public - State of Florida
Commission # GG 253440
My Comm. Expires Oct 7, 2022
Bonded through National Notary Assn.

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☜

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Baldwin Krystyn Sherman Partners LLC
5216 Summerlin Commons Blvd. Ste 200
Fort Myers FL 33907

License#: L002281

CONTACT NAME: Cheryl Nevins
PHONE (A/C, No, Ext): 239-931-3037 **FAX (A/C, No):** 239-931-5604
E-MAIL ADDRESS: cheryl.nevins@bks-partners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zenith Insurance Co	13269
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Flow Service Partners Florida Op-Co LLC
D/B/A Cortez Heating & Air Conditioning Inc.
5021 US Highway 41 N
P O Box 78, Oneco, FL 34264
Palmetto FL 34221

CORTHEA-01

COVERAGES **CERTIFICATE NUMBER:** 1403006041 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	Z137887801	5/28/2021	5/28/2022	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

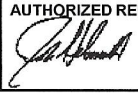
CERTIFICATE HOLDER

City of Cocoa
c/o Administrative Services Director
65 Stone Street
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Fessler Agency, Inc.
3165 N McMullen Booth Road G-2
Clearwater FL 33761

CONTACT NAME: Tereasa Miller, AIS, PIAM
PHONE (A/C, No, Ext): 727-451-1397 **FAX (A/C, No):** 727-725-4698
E-MAIL ADDRESS: tmiller@fessleragency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Commercial Insurance Co	33472
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED FLOWSER-01
Flow Service Partners Florida Op-Co LLC dba Cortez Heating & Air Conditioning;
Flow Service Partners Intermediate HoldCo LLC; Flow Service Partners Management LLC
P O Box 78

COVERAGES **CERTIFICATE NUMBER:** 233572038 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL10007035300	5/26/2021	5/26/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA10007035600	5/26/2021	5/26/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UMB10007035700	5/26/2021	5/26/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Leased/Rental Equipment			CM10007035400	5/26/2021	5/26/2022	Leased/Rental	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: A/C Replacement at City of Cocoa Civic Center

Certificate holder is included as Additional Insured for General Liability as required by written contract, on a primary and non-contributory basis.
General Liability coverage is written on a primary and non-contributory basis.

CERTIFICATE HOLDER

City of Cocoa
c/o Administrative Services Director
65 Stone Street
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

2021 JUN -8 PM 7:15

G21000075871

This space is for office use only
CR4E001 (10/20)

Section 1

1. Fictitious Name to be Registered (See instructions if name includes a business entity suffix or indicator)
   Cortez Heating & Air

2. Mailing Address of Business
   5012 US-41
   Palmetto | Florida | 34221
   City | State | Zip Code

3. Florida County of principal place of business: Manatee
   (See instructions if more than one county)

4. FEI Number: 86-3214060

Section 2

A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary)

1. Last | First | M.I.
   Address
   City | State | Zip Code

2. Last | First | M.I.
   Address
   City | State | Zip Code

B. Owner(s) of Fictitious Name If Entity: (Use an attachment if necessary)

2. Entity Name: Flow Service Partners Florida Op-Co LLC
   Address: 725 Cool Springs Blvd., Highwoods III Bldg., Suite 600
   City: Franklin | State: Tennessee | Zip Code: 37067
   Florida Document Number: M21000004713
   FEI Number: 86-3214060
   ☐ Applied For ☐ Not Applicable

2. Entity Name
   Address
   City | State | Zip Code
   Florida Document Number:
   FEI Number:
   ☐ Applied For ☐ Not Applicable

Section 3

I, the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 865.09, F.S., I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the signature below shall have the same legal effect as if made under oath and 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.

Signature of Owner in Section 2 — Date: 6/3/21

Email Address: (to be used for future renewal notification): michael.epperson@flowservice.com

Phone Number: 502-558-1264

Section 4

FOR CANCELLATION COMPLETE SECTION 4 ONLY:
FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:

I (we), the undersigned, hereby cancel the fictitious name _____,

which was registered on _____ and was assigned registration number _____.

Signature of Owner of Registration being Cancelled — Date

Signature of Owner of Registration being Cancelled — Date

Mark the applicable boxes ☐ Certificate of Status- $10 ☐ Certified Copy- $30

NON-REFUNDABLE PROCESSING FEE: $50

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 06/07/2021

Acc#I20160000072

Name:	FLOW SERVICE PARTNERS FLORIDA OP-CO LLC
Document #:	
Order #:	13715728

Certified Copy of Arts & Amend:	☐			
Plain Copy:	☐			
Certificate of Good Standing:	☐			
Certified Copy of	☐			
Apostille/Notarial Certification:	☐		Country of Destination:	
			Number of Certs:	

Filing:	☑	Certified:	☐
		Plain:	☑
		COGS:	☐

Availability _____

Document ___

Examiner _____

Updater _____

Verifier _____

W.P. Verifier _____

Ref# _____

Amount: $ 50.00

Thank you!

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Flow Service Partners Op-Co, LLC dba/ll Cortez Heating & Air Conditioning

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5012 US 41

Requester's name and address (optional)

6 City, state, and ZIP code
Palmetto, FL 34221

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
86 - 3214060

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Ana Uehida | **Date** ▶ 3/18/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Print

Licensee

Name:	**SHEPHARD, DAVID JONATHAN**	License Number:	**CAC1820470**
Rank:	**Certified Air Conditioning Contractor**	License Expiration Date:	**08/31/2022**
Primary Status:	**Current**	Original License Date:	**05/05/2020**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current, Active	CORTEZ HEATING & AIR CONDITIONING INC	Second Qualifying Agent for Business	05/05/2020	Construction Business Information	
	Current	FLOW SERVICE PARTNERS FLORIDA OP-CO LLC DBA:CORTEZ HEATING & AIR CONDITIONING	Primary Qualifying Agent for Business	08/18/2021	Construction Business Information	

Ron DeSantis, Governor

Julie I. Brown, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SHEPHARD, DAVID JONATHAN

CORTEZ HEATING & AIR CONDITIONING
5012 US HWY 41 NORTH
PALMETTO FL 34221

LICENSE NUMBER: CAC1820470

EXPIRATION DATE: AUGUST 31, 2022

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RESOLUTION NO. 2022-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 12th day of April., 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-067-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3560-PW | DATE PREPARED: 03/28/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 90,100	001-0000-389.99-50	PW00CC	Fund Balance Reserves	$ 160,066	$ 7,951,547	$ 8,041,647	$ 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
$ 90,100	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 90,100	001-3560-519.64-00	PW00CC	Machinery & Equipment	$ 99,060	$ 312,528	$ 402,628	$ 68,575
$ 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
$ 90,100	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Using Fund Balance Reserves to fund # 001-3560-519.64-00 PW00CC (Machinery & Equipment) for (3) three new HVAC units at the Civic Center. Agenda 22-182.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 04/12/22 RESOLUTION #: 2022-028

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.

3/28/22	Shawn Weston Digitally signed by Shawn Weston Date: 2022.03.28 15:15:49 -04'00'	4/1/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.04.01 11:16:55 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Bryant Smith Digitally signed by Bryant Smith Date: 2022.03.30 07:27:18 -04'00'	4/5/22	Lora Howell Digitally signed by Lora Howell Date: 2022.04.05 09:46:07 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

RESOLUTION NO. 2022-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING BID #B-22-08-COC REPLACEMENT OF AIR CONDITIONING UNITS AT THE CIVIC CENTER IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE TWELVE AND ONE HALF PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on April 12, 2022, the City Council authorized the City Manager to proceed with awarding B-22-08-COC to Cortez Heating and Air LLC subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the replacement of the Civic Center A/C units under Bid B-22-08-COC, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $80,095 and allows for a 12.5% contingency in the amount of $10,005 set aside for possible change orders, for a total of $90,100 for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on April 12, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-183	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/29/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Approve a resolution amending the current FY 2021-2022 budget, BAF # 22-047-A & T, for the mid-year budget review and cleanup, through the use of fund balance reserves, contingency and/or transfers between object classifications, within each fund. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2022.pdf BAF 22-047-A-FN-MidYear Cleanup (4-12-22) Agenda 22-183.pdf BAF 22-047-A-Tracking Sheet.pdf BAF 22-047-T-FN-MidYear Cleanup (4-12-22) Agenda 22-183.pdf BAF 22-047-T-Tracking Sheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 29, 2022
Agenda Date: April 12, 2022
Prepared By: Colleen Campbell, MBA, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a resolution amending the current FY 2021-2022 budget, BAF # 22-047-A & T, for the mid-year budget review and cleanup, through the use of fund balance reserves, contingency and/or transfers between object classifications, within each fund. (Finance Director)

BACKGROUND:

After the adopting of the annual budget, circumstances arise which require a comprehensive review of the City's entire budget at the mid-year point. Items such as unbudgeted revenues, additional budget for open purchase orders, unexpected accrual payouts due to retirements, project adjustments and miscellaneous expenses do occur.

Attached to this agenda is a Budget Adjustment Tracking Sheet and the Budget Adjustment Form # 22-047-A & T, with a breakdown of the above-mentioned amendments and transfers **within the FY 2021-2022 Budget, through the use of Fund Balance Reserves, Contingency, or** transfers within the departments object classification lines.

These adjustments effect: General Fund, Utility Fund, Building Permit Fund, CDBG, HOME and SHIP

and Community Development Block Grant. Staff requests, City Council approval of the attached budget adjustment and transfer forms, BAF # 22-047-A & T, for the mid-year review and budget cleanup.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

See the attached tracking sheet and BAF # 22-047-A and T, for all of the entries.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a resolution amending the FY 2021-2022 budget, BAF # 22-047-A & T, for the mid-year, budget review and cleanup, through the use of fund balance reserves, contingency and transfers between object classifications, within each Fund.

RESOLUTION NO. 2022-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021-2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on April 12, 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 2021-2022 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 12th day of April, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

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BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
	001		**GENERAL FUND**					
			FINANCE					
22-047	001	Amendment	Interfund Transfer in to 001		Transfer from TRF from US1 CRA (112)	001-0000-381.91-12	5.00	
22-047	001	Amendment	Decrease reliance on fund balance with transfer of interest rev from 112		Fund Balance	001-0000-389.99-50	(5.00)	
			Finance Department Total			Revenue	-	
			Finance Department Total			Expense		
			POLICE					
22-047	001	Amendment	To match grant award		Bullet Proof Vest 2021	001-0000-331.20-23	605	
22-047	001	Amendment	To match grant award	Police Operations	Operating Supplies	001-2100-521.52-00	(605)	
22-047	001	Amendment	To match grant award	Police Operations	Operating Supplies/Bullet Proof Vest 2021	001-2100-521.52-23	1,210	GR2202
			Police Total			Revenue	605	
			Police Total			Expense	605	
			COMMUNITY DEVELOPMENT					
22-047	001	Amendment	Decrease in lieu of tax payment		Payment in Lieu of Taxes/Housing Authority	001-0000-333.90-00	(26,000)	
22-047	001	Amendment	Increase reliance on Fund Balance		Fund Bal-Approp Reserves	001-0000-389.99-50	26,000	
			Community Development Department Total			Revenue	-	
			Community Development Department Total			Expense		
			PUBLIC WORKS					
22-047	001	Amendment	CRA paid for boat ramp project BAF22-032-A - BT PHII	Revenue	Fund Balance Reserves	001-0000-389.99-50	(89,550)	GR2205
22-047	001	Amendment	CRA paid for boat ramp project BAF22-032-A - BT PHII	Parks & Beautification	Infrastructure FIND BV-CO-21-152	001-3520-572.63-16	(89,550)	GR2205
22-047	001	Amendment	Reduce FDOT traffic signal revenue		Charges for Services	001-0000-343.90-03	(118,509)	
22-047	001	Amendment	Increasing dependence on FB due to Brev Cnty nonpayment		Fund Bal-Approp Reserves	001-0000-389.99-50	118,509	
			Public Works Department Total			Revenue	*(89,550)*	
			Public Works Department Total			Expense	*(89,550)*	
			General Fund Total			Revenue	*(88,945)*	
			General Fund Total			Expense	*(88,945)*	
	103	103	**COMMUNITY DEVELOPMENT BLOCK GRANT**					
			COMMUNITY DEVELOPMENT					
22-047	103	Amendment	Reduced carryfwd revenue due to expense that occurred in FY21		Cash Carry Forward	103-0000-389.99-10	(7,432)	
22-047	103	Amendment	Reduced carryfwd revenue due to expense that occurred in FY22		Fund Bal-Approp. Reserves	103-0000-389.99-50	(2,907)	
22-047	103	Amendment	Reduced amt of available funds due to FY21 expenses	Housing Grants	Other Grants & Aids / Rehabilitations	103-3240-554.83-13	(6,000)	
22-047	103	Amendment	Reduced amt of available funds due to FY21 expenses	Housing Grants	Other Grants & Aids / Demolitions	103-3240-554.83-12	(3,086)	
22-047	103	Amendment	Reduced amt of available funds due to FY21 expenses	Housing Grants	Other charges & Obligations	103-3240-554.49-00	(1,253)	
			Community Development Block Grant Total			Revenue	*(10,339)*	
			Community Development Block Grant Total			Expense	*(10,339)*	
	112		**CRA US 1 CORRIDOR**					
			COMMUNITY DEVELOPMENT					
22-047	112	Amendment	Transfer revenue to general fund		Interest	112-0000-361.10-00	5.00	
22-047	112	Amendment	Interfund Transfer Out of 112	US 1 Corridor	Transfer to Gen Fund 001	112-3230-581.91-01	5.00	
			CRA US 1 Corridor Total			Revenue	*5*	
			CRA US 1 Corridor Total			Expense	*5*	
	421	421	**WATER/SEWER FUND**					
			FINANCE					
22-047	421	Amendment	Reverse BAF #22-002		Water/Sewer/L/S #1 HM #4337-232-R	424-0000-331.35-01	(1,090,000)	
22-047	421	Amendment	Reverse BAF #22-003	Engineering	Infrastructure / FDEM H0477 LS#1	424-4055-536.63-06	(1,090,000)	GR2102
22-047	421	Amendment	To correct project #	Engineering	Infrastructure	424-4055-536.63-00	(179,660)	WS21LS
22-047	421	Amendment	To correct project #		Fund Balance	424-0000-389.99-50	(179,660)	WS21LS
22-047	421	Amendment	To correct project #	Engineering	Infrastrucutre / FDEM H0477 LS#1	424-4055-536.63-06	179,660	GR2102
22-047	421	Amendment	To correct project #		Fund Balance	424-0000-389.99-50	179,660	GR2102
			Finance Department Total			Revenue	(1,090,000)	
			Finance Department Total			Expense	(1,090,000)	
			WaterSewer Fund Total			Revenue	(1,090,000)	
			WaterSewer Fund Total			Expense	(1,090,000)	

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BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
	001		**GENERAL FUND**					
			CITY COUNCIL					
22-047	001	Transfer	Funding to correct negative insurance lines through YE	City Council	Dental	001-1000-511.23-07	(700)	
22-047	001	Transfer	Funding to correct negative insurance lines through YE	City Council	Insurances	001-1000-511.23-00	700	
			City Manager Office Department Total			Increase	700	
			City Manager Office Department Total			Decrease	(700)	
			CITY MANAGER OFFICE					
22-047	001	Transfer	Funding to correct PR from 11-00 to 13-00 for DROP	City Manager	Executive Salaries	001-1100-512.11-00	(198,470)	
22-047	001	Transfer	Funding to correct PR from 11-00 to 13-00 for DROP	City Manager	Other Salaries & Wages	001-1100-512.13-00	198,470	
22-047	001	Transfer	Funding for unexpected accrual payout	City Manager	Regular Salaries & Wages	001-1190-574.12-00	(1,865)	
22-047	001	Transfer	Funding for unexpected accrual payout	City Manager	Accrual Payout	001-1190-574.12-12	1,865	
			City Manager Office Department Total			Increase	200,335	
			City Manager Office Department Total			Decrease	(200,335)	
			FINANCE					
22-047	001	Transfer	Funding for unexpected accrual payout	Finance	Regular Salaries & Wages	001-1500-513.12-00	(16,481)	
22-047	001	Transfer	Funding for unexpected accrual payout	Finance	Accrual Payout	001-1500-513.12-12	16,481	
22-047	001	Transfer	To fund flashlight and batteries purchase	Finance	Office Supplies	001-1500-513.51-00	(29)	
22-047	001	Transfer	To fund flashlight and batteries purchase	Finance	Operating Supplies	001-1500-513.52-00	29	
22-047	001	Transfer	To fund AWWA membership	Utility Finance	Operating Supplies	001-1510-536.52-00	(92)	
22-047	001	Transfer	To fund AWWA membership	Utility Finance	Membership/Publications	001-1510-536.54-00	92	
			Finance Department Total			Increase	16,602	
			Finance Department Total			Decrease	(16,602)	
			INFORMATION SYSTEMS					
22-047	001	Transfer	Funding to correct retirement redistribution	Information Technology	Retirement Contributions	001-1203-516.22-00	(8,000)	
22-047	001	Transfer	Funding to correct retirement redistribution	Information Technology	Non FRS Retirement	001-1203-516.22-03	8,000	
			Information Systems Total			Increase	8,000	
			Information Systems Total			Decrease	(8,000)	
			POLICE					
22-047	001	Transfer	Funding for unexpected accrual payout	Police Communication	Other Salaries & Wages	001-2101-521.13-00	(5,566)	
22-047	001	Transfer	Funding for unexpected accrual payout	Police Communication	Accrual Payout	001-2101-521.12-12	5,566	
22-047	001	Transfer	Funding for unexpected accrual payout	Code Enforcement	Regular Salaries & Wages	001-2132-524.12-00	(1,657)	
22-047	001	Transfer	Funding for unexpected accrual payout	Code Enforcement	Accrual Payout	001-2132-524.12-12	1,657	
			Police Total			Increase	7,223	
			Police Total			Decrease	(7,223)	
			FIRE DEPARTMENT					
22-047	001	Transfer	Funding for Group Life insurance	Fire Admin	Medical	001-2200-522.23-04	(1,612)	
22-047	001	Transfer	Funding for Group Life insurance	Fire Admin	Insurances	001-2200-522.23-00	1,612	
22-047	001	Transfer	Funding for unexpected accrual payout	Fire Operations	Other salaries & Wages	001-2201-522.13-00	(39,907)	
22-047	001	Transfer	Funding for unexpected accrual payout	Fire Operations	Accrual Payout	001-2201-522.12-12	39,907	
			Fire Department Department Total			Increase	41,519	
			Fire Department Department Total			Decrease	(41,519)	
			COMMUNITY DEVELOPMENT					
22-047	001	Transfer	Funding for unexpected accrual payout	Community Dev/Admin	Executive Salaries	001-3200-515.11-00	(2,396)	
22-047	001	Transfer	Funding for unexpected accrual payout	Community Dev/Admin	Accrual Payout	001-3200-515.12-12	2,396	
22-047	001	Transfer	To fund unbudgeted OT	Community Dev/Admin	Executive Salaries	001-3200-515.11-00	(1)	
22-047	001	Transfer	To fund unbudgeted OT	Community Dev/Admin	Overtime	001-3200-515.14-00	1	
			Community Development Department Total			Increase	2,397	
			Community Development Department Total			Decrease	(2,397)	
			PUBLIC WORKS					
22-047	001	Transfer	To fund an additional hires shoe allowance	Street Management	Regular Salaries & Wages	001-3510-541.12-00	(120)	
22-047	001	Transfer	To fund an additional hires shoe allowance	Street Management	Clothing/Shoe allowance	001-3510-541.20-00	120	
22-047	001	Transfer	To fund account change for DROP employee	Fleet Maintenance	Salaries & Wages	001-3540-519.12-00	(84,344)	
22-047	001	Transfer	To fund account change for DROP employee	Fleet Maintenance	Other Salaries & Wages	001-3540-519.13-00	84,344	
22-047	001	Transfer	To fund accrual payout and OT	Capital Projects Management	Salaries & Wages	001-3580-519.12-00	(2,230)	
22-047	001	Transfer	Funding for accrual payout	Capital Projects Management	Accrual Payout	001-3580-519.12-12	2,207	
22-047	001	Transfer	Funding for OT	Capital Projects Management	Overtime	001-3580-519.14-00	23	

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
22-047	001	Transfer	To move FIND Ph I budget for BT ramp to capital	Parks & Beautification	FIND BC-C-20-146 BT Ramp	001-3520-572.31-13	(10,284)	GR2105
22-047	001	Transfer	To move FIND Ph I budget for Dredging to capital	Parks & Beautification	FIND BC-C-20-147 Dredging	001-3520-572.31-14	(18,490)	GR2104
22-047	001	Transfer	To move FIND Ph I budget for BT ramp to capital	Parks & Beautification	FIND BC-C-20-146 BT Ramp	001-3520-572.63-13	10,284	GR2105
22-047	001	Transfer	To move FIND Ph I budget for Dredging to capital	Parks & Beautification	FIND BC-C-20-147 Dredging	001-3520-572.63-14	18,490	GR2104
			Public Works Department Total			Increase	*115,468*	
			Public Works Department Total			Decrease	*(115,468)*	
			General Fund Total			Increase	*392,244*	
			General Fund Total			Decrease	*(392,244)*	
	104	104	**BREVARD COUNTY HOME**					
			COMMUNITY DEVELOPMENT					
22-047	104	Transfer	To fund unbudgeted OT	Housing Grants	Salaries & wages	104-3240-554.12-00	(1)	
22-047	104	Transfer	To fund unbudgeted OT	Housing Grants	Overtime	104-3240-554.14-00	1	
			Brevard County Home Total			Increase	*1*	
			Brevard County Home Total			Decrease	*(1)*	
	105	105	**SHIP / COCOA HOUSING TRUST FUND**					
			COMMUNITY DEVELOPMENT					
22-047	105	Transfer	To fund unbudgeted OT	Housing Grants	Salaries & wages	105-3240-554.12-00	(1)	
22-047	105	Transfer	To fund unbudgeted OT	Housing Grants	Overtime	105-3240-554.14-00	1	
			SHIP Total			Increase	*1*	
			SHIPTotal			Decrease	*(1)*	
	107	107	**BUILDING PERMITS**					
			COMMUNITY DEVELOPMENT					
22-047	107	Transfer	To fund unbudgeted OT	Community Dev/Admin	Salaries & wages	107-3200-515.12-00	(3)	
22-047	107	Transfer	To fund unbudgeted OT	Community Dev/Admin	Overtime	107-3200-515.14-00	3	
			Community Development Block Grant Total			Increase	*3*	
			Community Development Block Grant Total			Decrease	*(3)*	
	421	421	**WATER/SEWER FUND**					
			FINANCE					
22-047	421	Transfer	To fund updated ICMA 401A distribution to new account	Utility Support Services	Retirement Contributions	421-1515-536.22-00	(4,610)	
22-047	421	Transfer	To fund updated ICMA 401A distribution to new account	Utility Support Services	Non-FRS Retirement	421-1515-536.22-03	4,610	
22-047	421	Transfer	To fund unbudgeted OT	Inventory	Salaries & Wages	421-1506-536.12-00	(292)	
22-047	421	Transfer	To fund unbudgeted OT	Inventory	Overtime	421-1506-536.14-00	292	
			Finance Department Total			Increase	4,902	
			Finance Department Total			Decrease	(4,902)	
			UTILITIES					
22-047	421	Transfer	To fund unbudgeted accrual payouts	Water Administration	Salaries & Wages	421-4010-536.12-00	(14,463)	
22-047	421	Transfer	To fund unbudgeted accrual payouts	Water Administration	Accrual Payouts	421-4010-536.12-12	14,463	
22-047	421	Transfer	To fund unbudgeted accrual payouts	Dyal Plant	Salaries & Wages	421-4020-536.12-00	(15,413)	
22-047	421	Transfer	To fund unbudgeted accrual payouts	Dyal Plant	Accrual Payouts	421-4020-536.12-12	15,413	
22-047	421	Transfer	To fund updated ICMA 401A distribution to new account	Dyal Plant	Retirement Contributions	421-4020-536.22-00	(3,608)	
22-047	421	Transfer	To fund updated ICMA 401A distribution to new account	Dyal Plant	Non-FRS Retirement	421-4020-536.22-03	3,608	
22-047	421	Transfer	To fund unbudgeted accrual payouts	Water Reclamation	Salaries & Wages	421-4120-536.12-00	(6,215)	
22-047	421	Transfer	To fund unbudgeted accrual payouts	Water Reclamation	Accrual Payouts	421-4120-536.12-12	6,215	
22-047	421	Transfer	To fund unbudgeted cell phone allowance for year	Sewer Field Operations	Salaries & Wages	421-4125-536.12-00	(300)	
22-047	421	Transfer	To fund unbudgeted cell phone allowance for year	Sewer Field Operations	Special Pay	421-4125-536.15-00	300	
22-047	421	Transfer	To fund missing part from agenda 22-132 for trucks	Dyal Plant	Repair & Maintenance	421-4020-536.46-00	(530)	
22-047	421	Transfer	To fund missing part from agenda 22-132 for trucks	Dyal Plant	Machinery & Equipment	421-4020-536.64-00	530	CA2201
22-047	421	Transfer	To fund admin fees and debt service costs	Water Administration	Contingency	421-4010-536.39-00	(20,250)	
22-047	421	Transfer	To fund bond admin fees	Water Administration	Other charges & obligations	421-4010-536.49-00	18,000	
22-047	421	Transfer	To fund debt service costs	Water Administration	Other debt service costs	421-4010-536.73-00	2,250	
			Utilities Department Total			Increase	60,779	
			Utilities Department Total			Decrease	(60,779)	
			WaterSewer Fund Total			Increase	65,681	
			WaterSewer Fund Total			Decrease	(65,681)	

Legislation Details (With Text)

File #:	22-189	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/31/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Consider approving the First Modification to a Binding Development Agreement between the City of Cocoa and M&R United, Inc. granting a seven-month extension of time to complete final site plan approval, and a related extension of time to receive building permits and commence construction, of a Single-Story Commercial Building consisting of a retail strip center, anchored by a nationally-recognized coffee shop chain with a drive-through store located on S.R. 520 within the Cocoa Village. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	First Modification to Starbucks Development Agreement.pdf Site Plan Copy 3 2022 DA - M & R United (RECORDED).pdf				

Date	Ver.	Action By	Action	Result

PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AGENDA ITEM

Memo Date: March 31, 2022
Agenda Date: April 12, 2022
Prepared By: Anthony Garganese, City Attorney
Through: Angela Essing, Growth and Economic Development Director
Requested Action:
Consider approving the First Modification to a Binding Development Agreement between the City of Cocoa and M&R United, Inc. granting a seven-month extension of time to complete final site plan approval, and a related extension of time to receive building permits and commence construction, of a Single-Story Commercial Building consisting of a retail strip center, anchored by a nationally-recognized coffee shop chain with a drive-through store located on S.R. 520 within the Cocoa Village.

BACKGROUND:

TIME EXTENSION REQUEST:

The City and M&R United, Inc. entered into Binding Development Agreement, dated March 2, 2021 and recorded at Brevard County Official Record Book 9059, Page 132 (See Attached). Pursuant to the Development Agreement, the Developer is required to obtain final site plan approval and commence construction of a retail strip center, anchored by a nationally-recognized coffee shop chain with a drive-through store. Since the Development Agreement was approved, the Developer

has been working on finalizing their site plan application. However, the Developer has suffered delays caused by the requirement to obtain a FDOT permit for the proposed project driveway and curb cuts along S.R. 520. As of the date of this Agenda Item, the Developer's FDOT permit application is still pending final consideration and approval.

As a result of the delay, the Developer's attorney contacted the City Attorney and requested a 7-month extension of time for the Developer to complete final site plan approval. The extension of time will commence from the date that the Board of Adjustment also considers granting an extension of time to obtain necessary permits related to the previously approved special exception on December 16, 2020 that was required for the drive-through. If the extension is granted, the date to obtain building permits and substantially commence vertical construction of the Project will shift and Developer will be required to obtain building permits and substantially commence vertical construction of the Project within 13-months from the date of the BOA meeting.

City Staff recommends approving the First Modification to Development Agreement (attached) granting the Developer's request for an extension of time. If Council grants the extension of time, the extension request will then be submitted to the Board of Adjustment so the Board of Adjustment may consider modifying their related condition of special exception approval for the drive-through. At the Board of Adjustment meeting, City Staff will recommend that the special exception condition requiring Developer to obtain necessary development permits be extended to coincide with the time period contained in the Binding Development Agreement as modified by the First Modification to Development Agreement.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff recommends approval of the First Modification to a Binding Development Agreement between the City of Cocoa and M&R United, Inc. granting a seven-month extension of time to complete final site plan approval, and a related extension of time to receive building permits and commence construction, of a Single-Story Commercial Building consisting of a retail strip center, anchored by a nationally-recognized coffee shop chain with a drive-through store located on S.R. 520 within the Cocoa Village.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

FIRST MODIFICATION TO DEVELOPMENT AGREEMENT

THIS FIRST MODIFICATION TO DEVELOPMENT AGREEMENT ("First Modification") is made and executed this _____ day of _____, 2022, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **M&R UNITED, INC.,** a Florida corporation ("Developer"), whose address is 402 High Point Drive, Suite 101, Cocoa, Florida 32926.

WITNESSETH:

WHEREAS, Developer is the owner of approximately 1.23 acres, more or less, of real property located between Willard Street and King Street, and bounded by River Edge Boulevard on the east and Delannoy Avenue on the west, in the Central Business District, Cocoa Waterfront Overlay District, Waterfront Subdistrict, Cocoa, Brevard County, Florida, with Tax Parcel ID, 24-36-33-06-*-7, more particularly described herein in **Exhibit A** ("Property"); and

WHEREAS, the City and Developer previously entered into that certain Development Agreement, recorded in the Official Records of Brevard County at Book 9059, Page 132 ("Development Agreement"), regarding the development of the Property with a single-story commercial building with a nationally-recognized coffee shop chain as the anchor tenant with a drive-through; and

WHEREAS, the Development Agreement contained certain deadlines for obtaining future permitting and commencement of construction, and the Developer has requested an extension of such deadlines; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 **Amendments.** Section 6.0 of the Development Agreement is hereby amended to provide that the Developer, at its expense, shall diligently pursue in good faith and obtain approval of the Final Engineering Plans/site plan within seven (7) months of the date the Board of Adjustment considers an extension of the Special Exception approval of a drive-through, which previously was issued on December 16, 2020. Further, Developer shall receive building permits and substantially commence vertical construction of the Project, which shall at minimum include building foundations, within thirteen (13) months of the date the Board of Adjustment considers an extension of the Special Exception approval of a drive-through. If the Developer fails to meet the development timelines provided herein or permanently abandons construction of the Project, the City shall have the right to declare the Developer in default pursuant to Section 26.0 of the Development Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate the Development Agreement without penalty. The remainder of Section 6.0 shall remain unchanged.

Further, Section 27.0 of the Development Agreement is hereby amended to provide that the City shall have the unconditional right, but not obligation, to terminate the Development Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence vertical construction of the Project, which shall at minimum include building foundations, within thirteen (13) months of the date the Board of Adjustment considers an extension of the Special Exception approval of a drive-through. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 26.0 of the Development Agreement. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

3.0 **Recordation.** Upon full execution by both parties hereto, this First Modification shall be recorded in the public records of Brevard County, Florida, and shall run with the land.

4.0 **Miscellaneous.** All terms and conditions of the Development Agreement, which are not expressly and specifically modified by this First Modification, shall continue to remain in full force and effect.

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

[SIGNATURE PAGES FOLLOW]

Signed, sealed and delivered in the presence of the following witnesses:

City of Cocoa

By: _____
Michael C. Blake, Mayor

_____
Signature of Witness

_____
Printed Name of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

APPROVED AS TO FORM

ATTEST:

By: _____
Carie Shealy, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2022, by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

Signed, sealed and delivered in the presence of the following witnesses:

M&R United, Inc.

_____
Summit Shah, Vice President

_____
Signature of Witness

Date: _____

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (__) physical presence or (___) online notarization, this _____ day of _____, 2022, by Summit Shah, the Vice President of M&R United, Inc.**,** a Florida corporation. He is personally known to me or produced _____ _____ as identification.

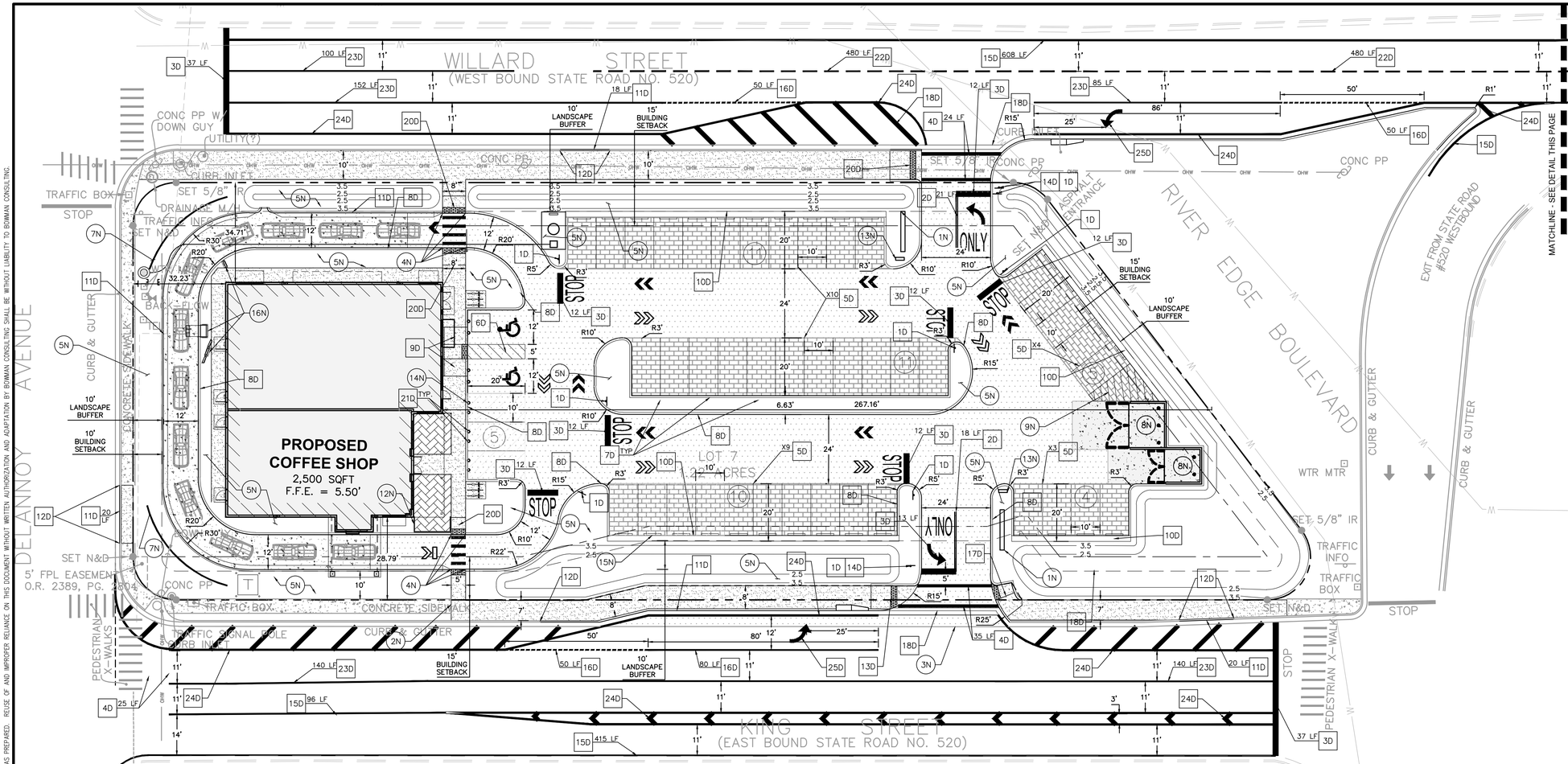
(NOTARY SEAL)

_____
(Notary Public Signature)

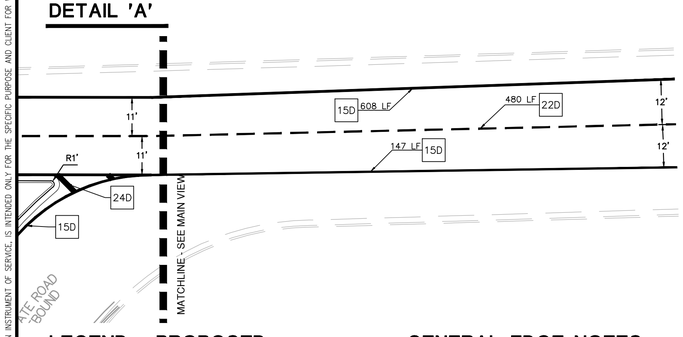
_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

Lot 7 of the Cocoa River Development as per plat recorded in Plat Book 11, Page 75 of the Public Records of Brevard County, Florida.



DETAIL 'A'



LEGEND - PROPOSED

- PROPERTY LINE / PROPOSED RIGHT OF WAY TAKE
- (#) NUMBER OF PARKING SPACES
- AREA LIGHT LOCATION
- PROPOSED SIGN
- HEAVY-DUTY CONCRETE PAVEMENT
- STANDARD-DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- STANDARD-DUTY ASPHALT PAVEMENT
- PERVIOUS PAVEMENT

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.call8unsshine.com

GENERAL FDOT NOTES

1. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF -WAY SHALL BE IN ACCORDANCE WITH 2020/21 FDOT STANDARDS PLANS FOR ROAD AND BRIDGE CONSTRUCTION, 2021 SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE 2017 UTILITY ACCOMMODATION MANUAL.
2. ALL PAVEMENT MARKINGS PERTAINING TO FDOT PROPOSED DRIVEWAY CONNECTION SHALL BE THERMOPLASTIC
3. ALL RAISED PAVEMENT MARKERS(RPM) INSTALLED WITHIN THE FDOT RIGHT-OF-WAY AND PROPOSED DRIVEWAY CONNECTION SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX #706-001
4. ALL EXCAVATIONS WITHIN TEN(10) FEET OF THE TRAVEL LANES AND GREATER THAN THREE(3) INCHES DEEP MUST BE FILLED IN OR HAVE A SHOULDER TREATMENT PLACED AT THE DROP-OFF PER INDEX #102-600 OF FDOT 2020/21 STANDARDS PLANS INDEXES AT THE END OF THE WORK DAY
5. CONTRACTOR SHALL CONTACT FDOT TWO WEEKS IN ADVANCE AND SET UP A PRE-CONSTRUCTION MEETING PRIOR TO STARTING ANY WORK IN FDOT RIGHT OF WAY
6. ALL TRAFFIC CONTROL DEVICES MUST BE IN PLACE BEFORE WORK CAN START
7. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A FDOT CERTIFIED WORK TRAFFIC SUPERVISOR
8. ENGINEER'S CERTIFICATIONS TOGETHER WITH AS-BUILT PLANS ARE REQUIRED TO BE SUBMITTED WITHIN 30 DAYS OF COMPLETION WORK WITHIN FDOT RIGHT-OF-WAY
9. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT
10. PERMITTEE SHALL NOT BEGIN THE WORK WITHIN THE FDOT RIGHT-OF-WAY UNTIL A FDOT INSPECTOR IS PRESENT AT THE JOB SITE AND AGREES THAT PROPER PREPARATIONS HAVE BEEN MADE
11. SOD ALL UNPAVED AREAS WITHIN FDOT RIGHT OF WAY THAT ARE DISTURBED BY CONSTRUCTION PER FDOT STANDARDS PLANS INDEX #570-010
12. ALL SIDEWALK TO BE REMOVED AND REPLACED FROM JOINT TO JOINT AND HAVE ½"EXPANSION JOINTS (PREFORMED JOINT FILLER) PLACED BETWEEN OLD AND NEW SIDEWALK
13. ALL AFFECTED SIDEWALKS, RAMPS, AND CROSSWALKS, WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS
14. PERMITTEE SHALL NOT COMMENCE USE OF CONNECTION PRIOR TO FINAL INSPECTION AND FINAL ACCEPTANCE BY DEPARTMENT. FAILURE TO COMPLY WITH PERMIT CONDITION MAY RESULT IN REVOCATION OF THE PERMIT AND CLOSURE OF DRIVEWAY PER FL RULE CHAPTER 14-96.

NOTES

- 1N MONUMENT SIGN
- 2N CONNECT TO EXIST. SIDEWALK, SAWCUT TO NEAREST JOINT, WHERE NECESSARY. MATCH EXIST GRADES.
- 3N CONNECT TO EXIST ASPHALT ROADWAY. SAWCUT AT JOIN LOCATION AND MAINTAIN CLEAN VERTICAL SURFACE. APPLY TACK COAT TO VERTICAL SURFACE. MATCH EXIST GRADES.
- 4N 3' TRANSITION CURB
- 5N LANDSCAPE AREA (SEE LANDSCAPE PLANS)
- 6N SITE LIGHTING (SEE LIGHTING PLANS)
- 7N SCREEN WALL
- 8N DUMPSTER ENCLOSURE, PER ARCH PLANS, COLOR AND FINISH SHALL MATCH BUILDING
- 9N NO PARKING STRIPPING, 6" YELLOW LINE AT 45°
- 10N TRANSFORMER / GENERATOR ENCLOSURE
- 11N END CURB
- 12N FENCE
- 13N DIRECTIONAL SIGN
- 14N CURBSIDE PARKING
- 15N MOBILE ORDER PICKUP PARKING
- 16N STARBUCKS MENU BOARD

DETAILS

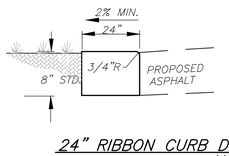
- 1D 36" X 36" STOP SIGN, PER MUTCD STANDARD R1-1
- 2D DOUBLE YELLOW SOLID LINE STRIPING, PER FDOT STANDARD INDEX 711-001, SEE LENGTH INDICATED AT SYMBOL
- 3D 24" WIDE WHITE THERMO PLASTIC STOP BAR, PER FDOT STANDARD INDEX 711-001 SEE LENGTH INDICATED AT SYMBOL
- 4D 12" WIDE WHITE THERMOPLASTIC CROSS WALK STRIPING, PER FDOT STANDARD INDEX 711-001, SEE LENGTH INDICATED AT SYMBOL
- 5D WHITE PARKING LOT STRIPING, PER FDOT STANDARD INDEX 711-001
- 6D ADA PARKING STRIPING, PER FDOT STANDARD INDEX 711-001
- 7D ADA SIGN PER FDOT STANDARD INDEX 700-102
- 8D TYPE "D" CURB, PER FDOT STANDARD INDEX 520-001
- 9D "CR-C" CURB RAMP, PER FDOT STANDARD INDEX 522-002
- 10D 24" RIBBON CURB, PER DETAIL THIS PAGE
- 11D TYPE "F" CURB, PER FDOT STANDARD INDEX 520-021
- 12D TRANSITION CURB, MATCH TO EXISTING CURB
- 13D "CR-F" CURB RAMP, PER FDOT STANDARD INDEX 522-002
- 14D LEFT TURN ONLY SIGN (FTP-55L-06), PER FDOT STANDARD INDEX 700-102-1, SHEET 7 OF 12
- 15D 6" SINGLE WHITE SOLID LINE STRIPING
- 16D 6" SINGLE WHITE DASHED LINE (6'-10' SKIP) STRIPING
- 17D "CR-D" CURB RAMP, PER FDOT STANDARD INDEX 522-002
- 18D 3' VALLEY GUTTER, PER FDOT STANDARD INDEX 520-021
- 19D RED OM-1 OBJECT MARKER SIGN
- 20D "CR-E" CURB RAMP, PER FDOT STANDARD INDEX 522-002
- 21D BOLLARDS
- 22D 6" SINGLE WHITE DASHED LINE (10'-30' SKIP) STRIPING
- 23D 6" SINGLE WHITE SOLID LINE (W/ W/R)
- 24D 8" x 18" GORE STRIPING
- 25D TURN LANE-USE ARROW, PER FDOT STANDARD INDEX 711-001

PROPOSED PARKING DATA

REQUIRED PARKING SPACES:		
QSR (COFFEE SHOP):	1 SPACE/4 SEATS + 1 SPACE PER EMPLOYEE ON MAX SHIFT (84 SEATS/4) + 9 EMPLOYEES	30 SPACES
RETAIL:	1 SPACE/600 SF (3426 SF/600)	6 SPACES
TOTAL REQUIRED PARKING:		36 SPACES
PROVIDED PARKING SPACES:		
QSR – STANDARD SPACES 10'x20'		33 SPACES
RETAIL – STANDARD SPACES 10'x20'		8 SPACES
ACCESSIBLE SPACES 12'x20'		3 SPACES
TOTAL PROVIDED PARKING SPACES		44 SPACES

PARKING NOTES

PARKING SHOWN CONTAINS 90° PARKING SPACES.
TYPICAL DIMENSIONS:
- PROPOSED DIMENSION: WIDTH: 10'
- CITY OF COCOA REQUIRED DIMENSION: WIDTH: 10' MIN
- PROPOSED DIMENSION: DEPTH: 20'
- CITY OF COCOA REQUIRED DIMENSION: DEPTH: 20' MIN
- PROPOSED TWO WAY AISLES: 24'
- CITY OF COCOA REQUIRED TWO WAY AISLES: 24' MIN
- PROPOSED ENTRANCE DRIVE AISLES: 24'
- CITY OF COCOA REQUIRED ENTRANCE DRIVE AISLES: 24' MIN & 30' MAX



24" RIBBON CURB DETAIL
N.T.S.

GENERAL SITE NOTES

ALL PARKING DIMENSIONS SHOWN ARE TO THE FACE OF CURB.
1. ALL EXISTING EASEMENTS, RIGHTS-OF-WAY, AND LOT LINES MAY NOT BE SHOWN, REFER TO THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY AAL LAND SURVEYING SERVICES,INC., JOB NUMBER 42440,CURRENT VERSION FOR COMPLETE BOUNDARY INFORMATION AND ASSOCIATED ENCUMBRANCES.
2. A PRE-CONSTRUCTION MEETING SHALL BE HELD PRIOR TO CONSTRUCTION COMMENCING.
3. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (600 SERIES) AND THE LATEST OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
4. ALL MECHANICAL EQUIPMENT TO BE ROOF MOUNTED AND SCREENED FROM VIEW.
5. CONTRACTOR TO PROVIDE AS-BUILTS OF ALL IMPROVEMENTS TO THE SITE, PERFORMED BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA. AS-BUILTS TO INCLUDE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, PIPES, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES. ELEVATIONS OF PIPES AT CROSSING POINTS MUST BE SUFFICIENT TO IDENTIFY MINIMUM SEPARATION OF UTILITIES AS DEFINED BY F.A.C. RULE 62-555.314. IN ADDITION TO THE AFOREMENTIONED CRITERIA AS-BUILTS MUST MEET ALL LOCAL AND JURISDICTIONAL REQUIREMENTS FOR CERTIFICATION OF CONSTRUCTION.
6. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.
7. SITE TO BE DEVELOPED IN ONE PHASE.
8. FLORIDA FIRE PREVENTION CODE 5TH EDITION; NFPA 1, FIRE CODE; NFPA 101 LIFE SAFETY CODE OF CURRENT ADOPTED CODES.
9. FIRE DEPARTMENT ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED WIDTH OF NOT LESS THAT 20FT. THE DRIVING SURFACE SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION AND MUST BE AN ALL-WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING A 32-TON EMERGENCY VEHICLE.
10. LIGHTING SHALL NOT SPILL OVER TO ADJACENT PROPERTIES.
11. LIGHTING SHALL BE DESIGNED, INSTALLED, MAINTAINED, AND DIRECTED SO AS TO AVOID GLARE ON ADJOINED PROPERTIES AND RIGHT-OF-WAYS THROUGH THE USE OF SEMI AND FULL-CUTOFF SHIELDS

SITE DATA

LOCAL JURISDICTION:	CITY OF COCOA
LAND USE CLASSIFICATION:	COMMERCIAL (BANK)
FUTURE LAND USE CLASSIFICATION:	COM COMMERCIAL
PROPERTY PARCEL ID:	24-36-33-06-*-7
ZONING CLASSIFICATION:	CBD - COMMERCIAL BUSINESS DISTRICT
OVERLAY DISTRICT:	COCOA WATER FRONT (WF)
FLOOD ZONE CLASSIFICATION:	WITHIN AN AREA ZONED "X" AND "AE" FEMA PANEL NUMBER 12009C0426H DATED 1/29/2021 FLOOD ZONE (ELEV 3) WAS HISTORICALLY IMPACTED

DIRECTION	PROPERTY USE AND ZONING		FUTURE LAND USE	
EAST	VACANT	---	VACANT	---
SOUTH	HARDWARE STORE	*CBD-CVO	MIXED USE	MU
WEST	BANK	CBD	MIXED USE	MU
NORTH	DENTIST OFFICE	**CBD	MIXED USE	MU

** CENTRAL BUSINESS DISTRICT
* CENTRAL BUSINESS DISTRICT – COCOA VILLAGE OVERLAY

SITE AREA CALCULATIONS

TOTAL SITE AREA	53,178 (1.22 AC.±) (100%)
IMPERVIOUS AREA	36,120 SF (0.83 AC.±) (67.9%)
BUILDING	5,839 SF (0.13 AC.±) (11.0%)
SIDEWALK/PAVEMENT	22,487 SF (0.52 AC.±) (42.3%)
PERVIOUS PAVERS	7,794 SF (0.18 AC.±) (14.7%)
PERVIOUS AREA	17,058 SF (0.39 AC±) (32.1%)
F.A.R.	5,839 SF/53,178 SF = 11.0%

BUILDING DATA

GROSS BUILDING AREA:	± 5,839 SF
PATIO AREA:	535 SF
BUILDING HEIGHT:	23 FT - 6IN

BUILDING SETBACKS REQUIRED:

DIRECTION	REQUIRED BUILDING SETBACK	PROVIDED BUILDING SETBACK
SIDE (NORTH)	15'	34.63'
SIDE (SOUTH)	15'	9.0'
REAR (WEST)	10'	32.23'
FRONT (EAST)	15'	237.16'

BUILDING HEIGHT:	PROVIDED:	MAX:
QSR COFFEE SHOP	23' 6" (ONE-STORY)	35'
BUILDING COVERAGE:	11.4%	50%
FLOOR AREA RATIO (F.A.R.):	34.31%	50%

BUILDING FRONTAGES BUILD-OUT:

DIRECTION	MINIMUM	PROVIDED
EAST	0 %	0 %
NORTH	23 %	25.9 %
SOUTH	16 %	17.6 %

FDOT LANE CLOSURE RESTRICTIONS

INT./US ROUTE NO.	STATE ROAD NO.	COUNTY		SECTION	SHEET
	520	BREVARD		70100000	2 OF 2
		COUNT STATION	5071		2-LANES ONE-WAY
M.P.	8.831	TO M.P.	9.955	DATE	09/10/19
NO LANE CLOSURES	7:00 AM	TO	8:00 PM	DIRECTION	EASTBOUND

INT./US ROUTE NO.	STATE ROAD NO.	COUNTY		SECTION	SHEET
	520	BREVARD		70100001	1 OF 1
		COUNT STATION	5050		2-LANES ONE-WAY
M.P.	0.000	TO M.P.	1.142	DATE	09/11/19
NO LANE CLOSURES	7:00 AM	TO	9:00 PM	DIRECTION	WESTBOUND

N

GRAPHIC SCALE
0 10' 20' 40'
(IN FEET)
SCALE: 1" = 20'

Bowman
CONSULTING
Certificate of Authorization License No. 30462

Bowman Consulting Group, Ltd.
4450 W. Eau Gallie Blvd
Suite 144
Melbourne, FL 32934
Phone: (321) 255-5434
Fax: (321) 255-7751
www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

SITE PLAN
SMALL SCALE SITE PLAN FOR:
COCOA RETAIL DEVELOPMENT
100 DELANNOY AVENUE
COCOA, FL 32922
CITY OF COCOA BREVARD COUNTY

ANDREW J. PETERSEN LICENSE No. 75493 STATE OF FLORIDA PROFESSIONAL ENGINEER

ANDREW J. PETERSEN
LICENSE NO. 75493

PLAN STATUS

DATE	DESCRIPTION

ALW	ALW	AJP
DESIGN	DRAWN	CHKD

SCALE 1" = 20'
JOB No. 010597-01-001
DATE Feb-22
010597-01-D-CP-001-04-C1.0-SIT.DWG
SHEET C1.0

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.

CAD file name: P:\010597 – Southeast Petro\010597-01-001 (ENG) – Starbucks – Cocoa Village (Willard St)\Engineering\Engineering Plans\010597-01-D-CP-001-04-C1.0-SIT.dwg 2/28/2022

17/12

COCOA CITY
65 STONE ST

COCOA, FL 32922-7807

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

CFN 2021072025, OR BK 9059 PAGE 132,
Recorded 03/22/2021 at 03:00 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:17

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

M&R UNITED, INC. DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed this 2nd day of March, 2021, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **M&R UNITED, INC.,** a Florida corporation ("Developer"), whose address is 402 High Point Drive, Suite 101, Cocoa, Florida 32926.

WITNESSETH:

WHEREAS, Developer is the owner of approximately 1.23 acres, more or less, of real property located between Willard Street and King Street, and bounded by River Edge Boulevard on the east and Delannoy Avenue on the west, in the Central Business District, Cocoa Waterfront Overlay District, Waterfront Subdistrict, Cocoa, Brevard County, Florida, with Tax Parcel ID, 24-36-33-06-*-7, more particularly described herein in **Exhibit A** ("Property"); and

WHEREAS, this Agreement implements and is consistent with the Cocoa Community Redevelopment Agency's 2018 Community Redevelopment Plan, which on page 69 of the Plan identifies the Property as one of three catalytic redevelopment sites in the Community Redevelopment Area, the redevelopment of which is key due to outdated land use or building design, and which recommends that the City to work with the current property owners to determine the highest and best use for the site; and

WHEREAS, the Developer desires that the Property be developed into a single-story commercial building, as defined in Appendix A, Zoning, Article XIII, Section 22, with a nationally-recognized coffee shop chain as the anchor tenant with a drive-through; and

WHEREAS, the City recognizes the challenges of developing a single-story commercial building with a drive-through on a property to serve a nationally-recognized coffee shop chain that is bounded on all sides by public right-of-way in the Cocoa Waterfront Overlay District; and

WHEREAS, the City Council desires to enter into this Agreement to allow for the development of a drive-through on the Property to serve a nationally-recognized coffee shop chain, while requiring certain mitigative strategies and significant enhancements to the Property to bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations and to serve the public health, safety, and welfare of the citizens and visitors of the City; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 Project Description and Requirements. Developer shall, at its expense, design, permit and construct a single-story commercial building on the Property, which shall consist of a retail strip center, anchored by a nationally-recognized coffee shop chain with a drive-through store. In addition, the project shall require parking to support the retail strip center; stormwater treatment and retainage as required by the City Code, City of Cocoa Comprehensive Plan, and St. John's River Water Management District requirements for a parcel of this size; and signage. The project will also require the closure of three existing vehicle access points to the Property, with only two access points remaining, and the construction of certain traffic entry decel lanes and facilities. The retail center, including all supporting parking, infrastructure, and traffic facilities shall be constructed in a single phase. The Project is generally depicted on the Concept Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit B** ("Concept Plan"). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

(Hereinafter the project description and requirements are referred to as the **"Project"**).

4.0 Concept Plan. The Project shall be substantially developed in accordance with the Concept Plan which is attached hereto as **Exhibit B**, subject to the City's Board of Adjustment's approval of a special exception for a drive-through. The Concept Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property, provided that a special exception for a drive-through is approved. The Concept Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project, provided that a special exception for a drive-through is approved with the attached Concept Plan. Developer shall have the obligation to further submit and obtain the City's approval of a special exception for a drive-through facility **("Special**

Exception") and final site plan and final engineering plans (**"Final Engineering Plans"**) consistent with the Concept Plan in all material respects and in compliance with the City Code. The City and Developer expressly acknowledge and agree that the Concept Plan attached as Exhibit B was prepared prior to submittal and approval of attendant engineering plans and approval of a special exception application for a drive-through. The City agrees to process said Special Exception application consistent with the requirements of the City Code and law. Nothing contained herein shall be construed or interpreted as requiring the Board of Adjustment to approve said application. The Board of Adjustment will consider and act upon said application at its discretion at appropriate public hearings pursuant to the requirements of law. If the Special Exception application is denied by the Board of Adjustment, Developer acknowledges that a modification to this Agreement and the attached Concept Plan shall be required and a new Special Exception application may be presented to the Board of Adjustment. In addition, with respect to Final Engineering Plans, while the City recognizes this Concept Plan may be reasonably modified during the application and approval process for Final Engineering Plans to accommodate necessary changes related to drainage and other engineering concerns, any such modification may not include (a) a different use of the Property; (b) a reduction in the required enhancements as provided in Sections 3.0 and 7.0; or (c) a deviation from any condition provided herein. Developer acknowledges and agrees that the Concept Plan was not created with specific surveyed dimensions and that during the Final Engineering Plan process such dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. The Concept Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the building, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Concept Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Concept Plan.

5.0 Building Elevations. The building shall be constructed substantially in accordance with the building elevations depicted and set forth on **Exhibit "C,"** which is attached hereto and incorporated herein by this reference (**"Building Plans"**). Further, other aspects of the building façade and roof lines, color scheme, and architectural features depicted on the building may have to be adjusted during the City's final review and approval procedures to satisfy the requirements of the City Code.

6.0 Future Permitting. Upon the Effective Date of this Agreement, the Developer, at its expense, may prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain a Special Exception for a drive-through facility and Final Engineering Plan approval for the Project consistent with the Concept Plan. The Developer shall diligently pursue and complete, in good faith, approval of the Final Engineering Plans within twelve (12) months of approval of the Special Exception Application. Further, Developer shall receive building permits and substantially commence vertical construction of the Project, which shall at minimum include building foundations, within eighteen (18) months of the approval of the Special Exception Application. If the Developer

fails to meet the development timelines provided herein or permanently abandons construction of the Project, the City shall have the right to declare the Developer in default pursuant to Section 26.0 of this Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty. The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental permit approvals which are required in order to permit the Project in compliance with local, state, and federal law. The Developer shall be responsible for all recording fees associated with this Agreement.

7.0 Project Enhancements. In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 9.0 below, the Developer agrees to incorporate the following development enhancement into the final site plan as follows:

(a) The Developer shall provide a public parking easement in a form acceptable to the City Attorney to allow for public parking in the parking lot on the Property after the close of business hours for the nationally-recognized coffee shop chain anchor tenant. The City shall be permitted to install signage identifying the availability for public parking.

8.0 Traffic Modifications. The Developer has provided a Traffic Impact Study based upon the proposed Concept Plan. The Traffic Impact Study indicates that certain roadway modifications are necessary to ensure safe ingress and egress to the Property. Accordingly, the Developer shall be required to (i) install traffic separators and install a raised pork chop in the right-of-way where River Edge Boulevard separates from Willard Street to ensure that drivers exiting the Property onto westbound Willard Street are comfortable that drivers exiting Willard Street onto River Edge Boulevard will not continue straight past the River Edge Boulevard turn off and into the Property; and (ii) widen and construct a deceleration lane leading to the Property entrance off of Willard Street after the River Edge Boulevard pork chop. However, the Developer acknowledges and agrees that the pork chop and traffic separators may need to be removed by the City in the future if the City improves River Edge Boulevard into a two-way street, which would allow traffic exiting the Cocoa Village to turn west onto Willard Street/SR520 westbound from River Edge Boulevard.

9.0 Variances and Waivers. In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above in Section 7.0, the City Council hereby approves the following variances and waivers from the City Code:

(a) Appendix A Zoning, Article XI, Section 22 (N) Cocoa Waterfront Overlay District Drive Thru Establishments. Drive thru lanes shall not be required to be located in the rear of the building and to not be visible from any street. The drive thru facility shall be screened to minimize visual and noise impacts with a landscape buffer as shown in the Concept Plan and Elevations provided in Exhibit C. Queuing or access lanes may be located between the building and the street and within 40 feet of the primary façade of the building.

(b) Appendix A Zoning, Article XI, Section 22 (I) Building Types. The minimum frontage buildout of fifty percent (50%) shall be decreased to 0 for the east, 23% north and 16% south boundaries of the Property.

(c) Appendix A Zoning, Article XI, Section 22 (M) Mechanical and Service Areas. The utility and mechanical equipment such as electrical, plumbing, and communications equipment as well as service areas, such as truck parking, waste disposal and loading docks, shall be as depicted on the Concept Plan, and shall not be located behind the façade, integrated into the overall mass of the building, and concealed from view from any lot frontage by parapets or recessed into hips, gables, parapets, or similar features. Exhaust air fans and louvers on façades may be permitted on Primary Frontages.

(d) Appendix A Zoning, Article XIII, Section 22(C) Landscaping Requirements. The north, south, and east perimeter of the parcel shall include the use of Florida-Friendly, low-impact landscaping along the proposed swales in lieu of one (1) tree for each fifty (50) lineal feet and a two (2) foot continuous hedge.

10.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

11.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

12.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in Orlando, Florida.

13.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

14.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

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

16.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

17.0 Recordation. Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

18.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. 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.

19.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), 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).

20.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

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

22.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

23.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

24.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

25.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

26.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement or an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

27.0 Termination. In addition to those circumstances allowing termination as already provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence vertical construction of the Project, which shall at minimum include building foundations, within eighteen (18) months of the Effective Date of this Agreement. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 26.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

28.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by

Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

29.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party.

30.0 Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and regular U.S. mail and shall be sent to:

For the City:
Mr. Stockton Whitten
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Developer:

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

31.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of

Developer's obligations, commitments, representations, and warranties under this Agreement. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

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

[SIGNATURE PAGES FOLLOW]

Signed, sealed and delivered in the presence of the following witnesses:

Colleen O'Donnell
Signature of Witness
Colleen O'Donnell
Printed Name of Witness

Signature of Witness
VINCENT D. BROWN
Printed Name of Witness

City of Cocoa

By: Michael C. Blake
Michael C. Blake, Mayor

Date: 1/29/2021

ATTEST:

By: Carie Shealy
Carie Shealy, City Clerk

CITY SEAL

APPROVED AS TO FORM

By: 2/1/21
Anthony A. Garganese, City Attorney

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 29 day of January, 2021, by Michael C.

Blake, the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

MONICA R. ARSENAULT
Commission # GG 985789
Expires June 16, 2024
Bonded Thru Budget Notary Services

_____
(Notary Public Signature)
Monica Arsenault
(Print Name)
Notary Public, State of Florida
Commission No.: GG 985789
My Commission Expires: 6.16.24

Signed, sealed and delivered in the presence of the following witnesses:

Carie Shealy
Signature of Witness
Carie Shealy
Printed Name of Witness

_____
Signature of Witness
Monica Arsenault
Printed Name of Witness

M&R United, Inc.

_____
Summit Shah, Vice President

Date: 3/2/2021

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 2 day of March, 2021, by Summit Shah, the Vice President of M&R United, Inc., a Florida corporation. He is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

MONICA R. ARSENAULT
Commission # GG 985789
Expires June 16, 2024
Bonded Thru Budget Notary Services

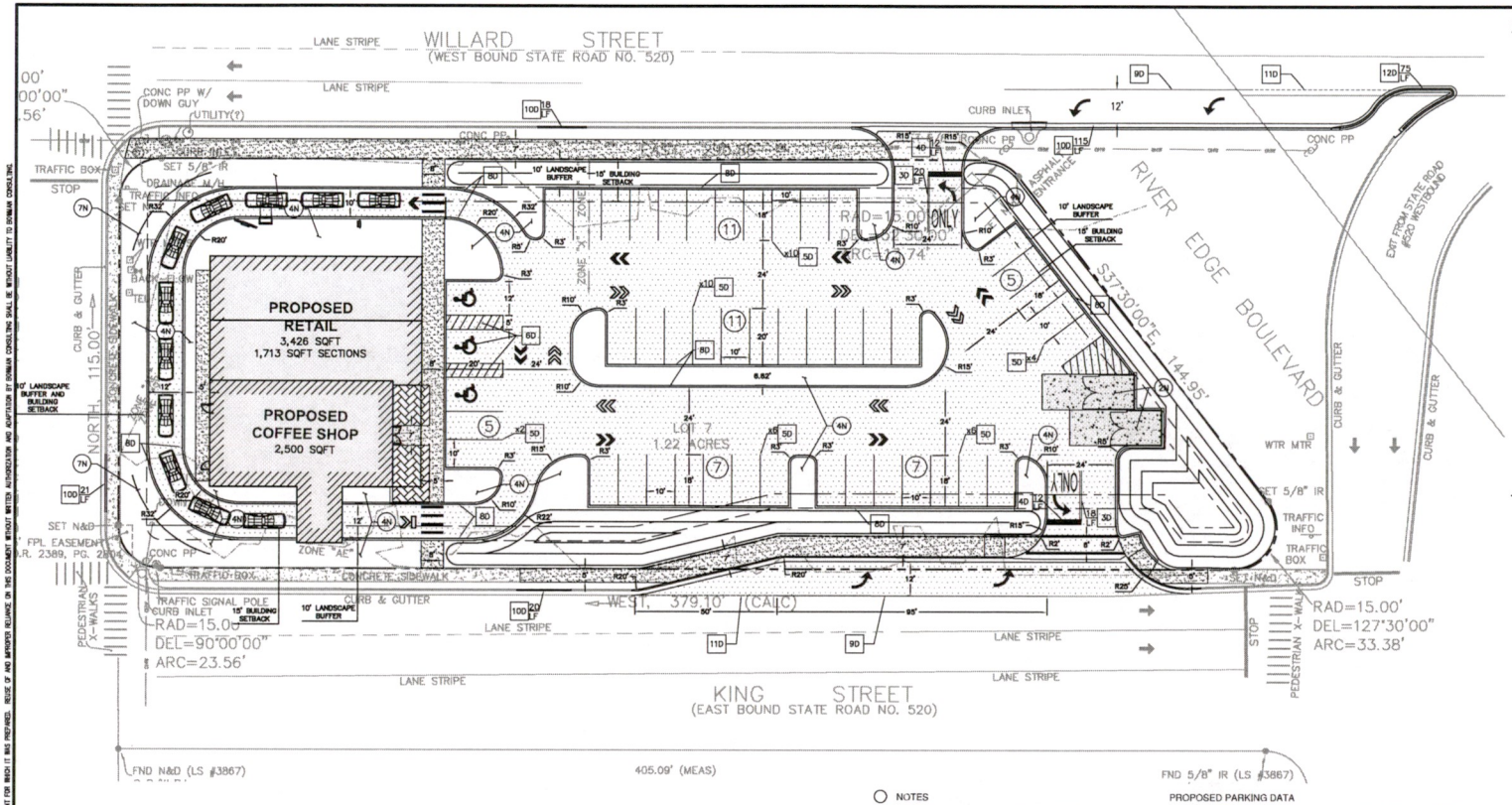
_____
(Notary Public Signature)
Monica Arsenault
(Print Name)
Notary Public, State of Florida
Commission No.: GG 985789
My Commission Expires: 6.16.24

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN

THIRTY (30) DAYS FROM THE DATE THAT THE CITY COUNCIL APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

EXHIBIT A
LEGAL DESCRIPTION

Lot 7 of the Cocoa River Development as per plat recorded in Plat Book 11, Page 75 of the Public Records of Brevard County, Florida.



GENERAL SITE NOTES

1. ALL PARKING DIMENSIONS SHOWN ARE TO THE FACE OF CURB.
2. ALL EXISTING EASEMENTS, RIGHTS-OF-WAY, AND LOT LINES MAY NOT BE SHOWN, REFER TO THE ALTA/ACSM LAND TITLE SURVEY PREPARED BY CLARSON & ASSOCIATES, INC. JUNE 6, 2017. CURRENT VERSION FOR COMPLETE BOUNDARY INFORMATION AND ASSOCIATED ENCUMBRANCES.
3. A PRE-CONSTRUCTION MEETING WITH COUNTY ENGINEER SHALL BE HELD PRIOR TO CONSTRUCTION COMMENCEMENT.
4. THIS PROJECT IS COMPRISED OF MULTIPLE LAND DONATIONS, DEDICATIONS, AND EASEMENTS WHICH HAVE BEEN OMITTED FROM THIS PLAN FOR CLARITY. REFER TO THE SURVEY PREPARED BY CLARSON & ASSOCIATES, INC. JUNE 6, 2017.
5. ST. JOHNS COUNTY SHALL BE GIVEN AT LEAST 48 HOURS NOTICE PRIOR TO PERFORMING ANY INSPECTIONS.
6. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (900 SERIES) AND THE LATEST OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
7. DUMPSTER ENCLOSURE SHALL MEET THE REQUIREMENTS OF SECTION 6.06.04(B)(6) AND 6.06.04(B)(9) OF THE ST. JOHNS COUNTY LDC.
8. CONTRACTOR TO PROVIDE AS-BUILTS OF ALL IMPROVEMENTS TO THE SITE, PERFORMED BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA. AS-BUILTS TO INCLUDE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, PIPES, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES. ELEVATIONS OF PIPES AT CROSSING POINTS MUST BE SUFFICIENT TO IDENTIFY MINIMUM SEPARATION OF UTILITIES AS DEFINED BY F.A.C. RULE 62-555.314. IN ADDITION TO THE AFOREMENTIONED CRITERIA AS-BUILTS MUST MEET ALL LOCAL AND JURISDICTIONAL REQUIREMENTS FOR CERTIFICATION OF CONSTRUCTION.
9. SURROUNDING DEVELOPMENT AND ELEVATIONS WERE DETERMINED FROM DESIGN DRAWINGS BY OTHERS. CONTRACTOR TO FIELD VERIFY ALL ELEVATIONS AND DIMENSIONS PRIOR TO CONSTRUCTION AND CONTACT THE ENGINEER, IF DIFFERENT.
10. BILLBOARD AND POLE SIGNS SHALL BE PROHIBITED. GROUND AND FASCIA SIGNS SHALL COMPLY WITH ST. JOHNS COUNTY LDC.
11. PROJECT WILL BE COMPLETED IN ONE PHASE IN COMPLIANCE WITH THE COMMERCIAL DESIGN STANDARDS SET FORTH IN THE ST. JOHNS COUNTY CODE.
12. IN ACCORDANCE WITH ANY VARIATIONS FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE COUNTY COMMISSION ARE INVALID.
13. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.
14. IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH ST. JOHNS COUNTY STAFF AFTER PLANS HAVE BEEN RELEASED FOR CONSTRUCTION BY THE COUNTY, AND PRIOR TO STARTING ANY SITE ACTIVITIES INCLUDING LAND CLEARING. THIS PRE-CONSTRUCTION MEETING WILL BE HELD IN CONJUCTION WITH THE ST JOHNS COUNTY UTILITY DEPARTMENT (SJCUD) MANDATORY PRE-CONSTRUCTION MEETING IF DONE PRIOR TO SITE ACTIVITY. HOWEVER, IF THE PROJECT FALLS OUTSIDE OF SJCUD JURISDICTION OR DOES NOT REQUIRE UTILITY WORK, PLEASE CONTACT CARL COLEE (DEPARTMENT REVIEW INSPECTORS SUPERVISOR) AT LEAST 48 HOURS IN ADVANCE TO SCHEDULE A MEETING. PHONE: (904) 209-0736, EMAIL: CCOLEE@SJCFL.US
15. A PERMIT IS REQUIRED FROM THE FIRE MARSHAL'S OFFICE FOR ALL FUEL TANKS CALL 904-209-1740 AND ASK FOR THE PLANS REVIEWERS. OUR OFFICE REQUIRES AN INSPECTION OF THE TANKS BEFORE COVER-UP. FOR ALL FUEL TANKS, PLEASE CONTACT JEAN RICHARDS, ENVIRONMENTAL PROGRAM SUPERVISOR, HAZARDOUS MATERIALS, CITY OF JACKSONVILLE (904-255-7137) AT LEAST 30 DAYS BEFORE INSTALLING THE TANK.
16. REFER TO ARCHITECTURAL PLANS FOR ALL SITE LIGHTING.
17. NO REPAIR AND/OR AUTOMOBILE SERVICE AREA IS PROPOSED FOR THIS SITE.
18. THE SITE HAS HAD HISTORY OF PETROLEUM CONTAMINATION WITHIN THE SOIL AND GROUNDWATER. IN ORDER TO PREVENT ANY DISTURBANCE OR NEGATIVE HEALTH EFFECTS FROM ANY EXISTING CONTAMINATION PLUMES, PLEASE CONTACT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT (904)-256-1700 PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, CLEARING OR DISTURBANCE OF THE GROUND AND/OR ANY DEWATERING ACTIVITIES.
19. CONTACT ST. JOHNS COUNTY TRAFFIC DIVISION, HANK WEIN, 904-209-0170 OR SIGNAL LOCATE @ SJCFL.US FOR WORK WITHIN/BETWEEN/NEAR TRAFFIC LIGHT CONTROLLED INTERSECTIONS.
20. ALL SIGNAGE SHALL COMPLY WITH ARTICLE VII OF THE LAND DEVELOPMENT CODE.

SITE DATA

CURRENT LAND USE CLASSIFICATION:	COMMERCIAL, BANK
FUTURE LAND USE CLASSIFICATION:	–
CURRENT ZONING CLASSIFICATION:	CBD – CENTRAL BUSINESS DISTRICT
CURRENT LOCAL JURISDICTION:	CITY OF COCOA
OVERLAY DISTRICT:	COCOA WATER FRONT (WF)
FLOOD ZONE CLASSIFICATION:	ZONE AE – FEMA PANEL

NOTES

1N	POLE SIGN, PER ARCHITECTURAL PLANS
2N	DUMPSTER ENCLOSURE, PER ARCH PLANS, COLOR & FINISH SHALL MATCH BUILDING
3N	END CURB
4N	LANDSCAPE AREA (SEE LANDSCAPE PLANS)
5N	SITE LIGHTING (SEE LIGHTING PLANS)
6N	GREASE TRAP, SEE PLUMBING PLANS
7N	6' TALL MASONRY WALL

DETAILS

1D	36" X 36" STOP SIGN, PER FDOT STANDARD INDEX 11860
2D	30" X 36" RIGHT TURN ONLY SIGN, PER FDOT STANDARD INDEX 11860.
3D	DOUBLE YELLOW SOLID LINE STRIPE, PER FDOT STANDARD INDEX 17346, SEE LENGTH INDICATED AT SYMBOL
4D	24" WIDE WHITE THERMO PLASTIC STOP BAR, PER FDOT STANDARD INDEX 17346, SEE LENGTH INDICATED AT SYMBOL
5D	WHITE PARKING LOT STRIPING, PER FDOT STANDARD INDEX 17346
8D	ADA PARKING STRIPING, PER DETAIL SHEET D8.0
7D	ADA SIGN PER DETAIL SHEET D8.0
8D	TYPE "D" CURB, PER FDOT INDEX 300
9D	8" WIDE WHITE THERMO PLASTIC STRIPE, PER FDOT INDEX 17346
10D	TYPE "F" CURB, PER FDOT INDEX 300
11D	6" WIDE WHITE THERMO PLASTIC 2'-4" SKIP, PER FDOT INDEX 17346
12D	TYPE "A" CURB, PER FDOT INDEX 300

HEAVY DUTY CONCRETE PAVEMENT
STANDARD DUTY ASPHALT PAVEMENT
CONCRETE SIDEWALK
STANDARD CONCRETE PAVEMENT (PARKING AREAS)
CONCRETE PATIO AREA
PAVEMENT MARKINGS, PER FDOT INDEX 17346
SITE LIGHTING, PER PHOTOMETRIC PLAN RLA3

PROPOSED PARKING DATA

REQUIRED PARKING SPACES:	
QSR (COFFEE SHOP): 1 PER 4 SEATS PLUS 1 PER EMPLOYEE ON MAX SHIFT (84 SEATS/4) + 9 EMPLOYEES:	30 SPACES
RETAIL: 1 PER 800 GROSS SQUARE FOOTAGE (3426 SQFT/800):	6 SPACES
TOTAL REQUIRED PARKING:	36 SPACES
PROVIDED PARKING SPACES:	
QSR – STANDARD SPACES 10'x20'	34 SPACES
RETAIL – STANDARD SPACES 10'x20'	9 SPACES
ACCESSIBLE SPACES 12'x20'	3 SPACES
TOTAL PROVIDED PARKING SPACES	46 SPACES

PARKING NOTES

PARKING SHOWN CONTAINS 90° PARKING SPACES.
TYPICAL DIMENSIONS:
PROPOSED DIMENSION: WIDTH: 10'
CITY OF COCOA REQUIRED DIMENSION: WIDTH: 10'
PROPOSED DIMENSION: DEPTH: 20'
CITY OF COCOA REQUIRED DIMENSION: DEPTH: 20'

GRAPHIC SCALE
0 10' 20' 40'
(IN FEET)
SCALE: 1" = 20'

Exhibit B - Concept Plan

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
www.callsunshine.com

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING

CAD file name: P:\010597 – Southeast Petro\010597-01-001 (ENG) – Starbucks – Cocoa Village (Willard St)\Engineering\Engineering Plans\010597-01-0-CP-001-04-C1.0-SIT.dwg 1/26/2021

Bowman CONSULTING
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Fax: (321) 255-7751
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© Bowman Consulting Group, Ltd.

COVER SHEET
COCOA RETAIL DEVELOPMENT
100 DELANNOY AVENUE
COCOA, FL 32922
BREVARD COUNTY
CITY OF COCOA

ANDREW J. PETERSEN LICENSE No. 75493 STATE OF FLORIDA PROFESSIONAL ENGINEER

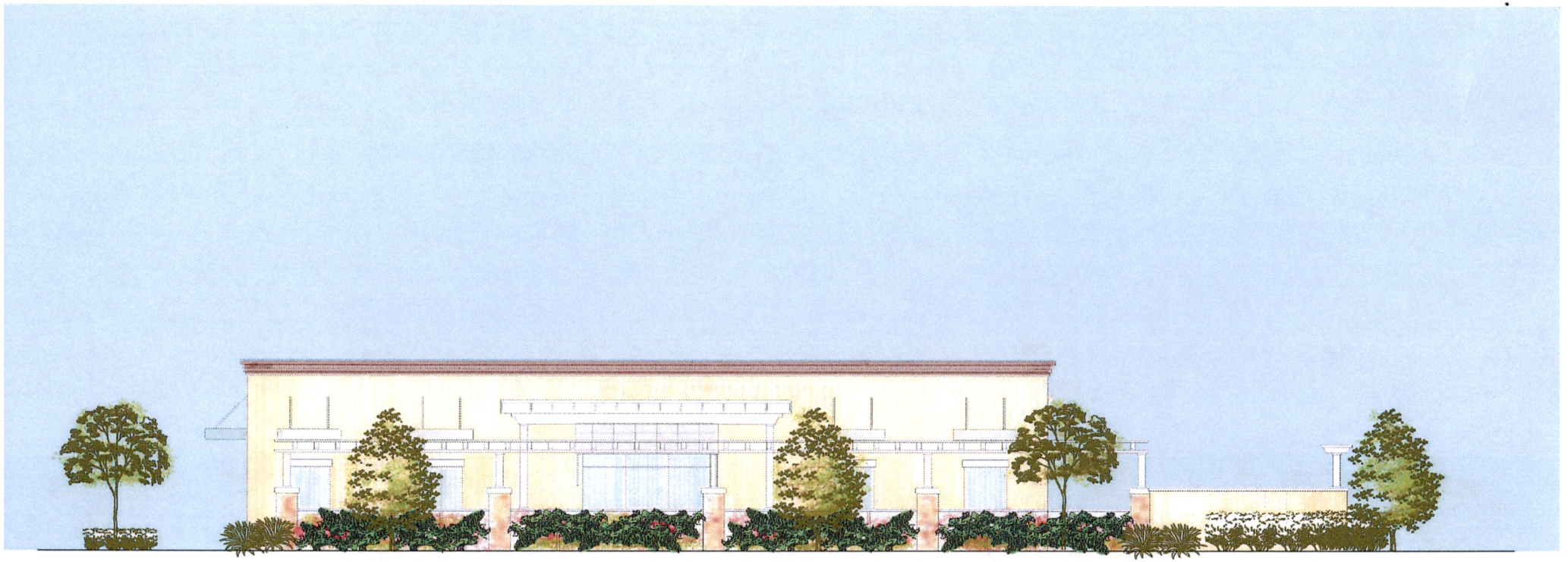
ANDREW J. PETERSEN
LICENSE NO. 75493
01/26/2021
PLAN STATUS

DATE	DESCRIPTION
ALW DESIGN	ALW DRAWN / AJP CHKD
SCALE	1" = 20'
JOB No.	010597-01-001
DATE	01/26/2021
FILE	
SHEET	C0

Exhibit C - Building Elevations



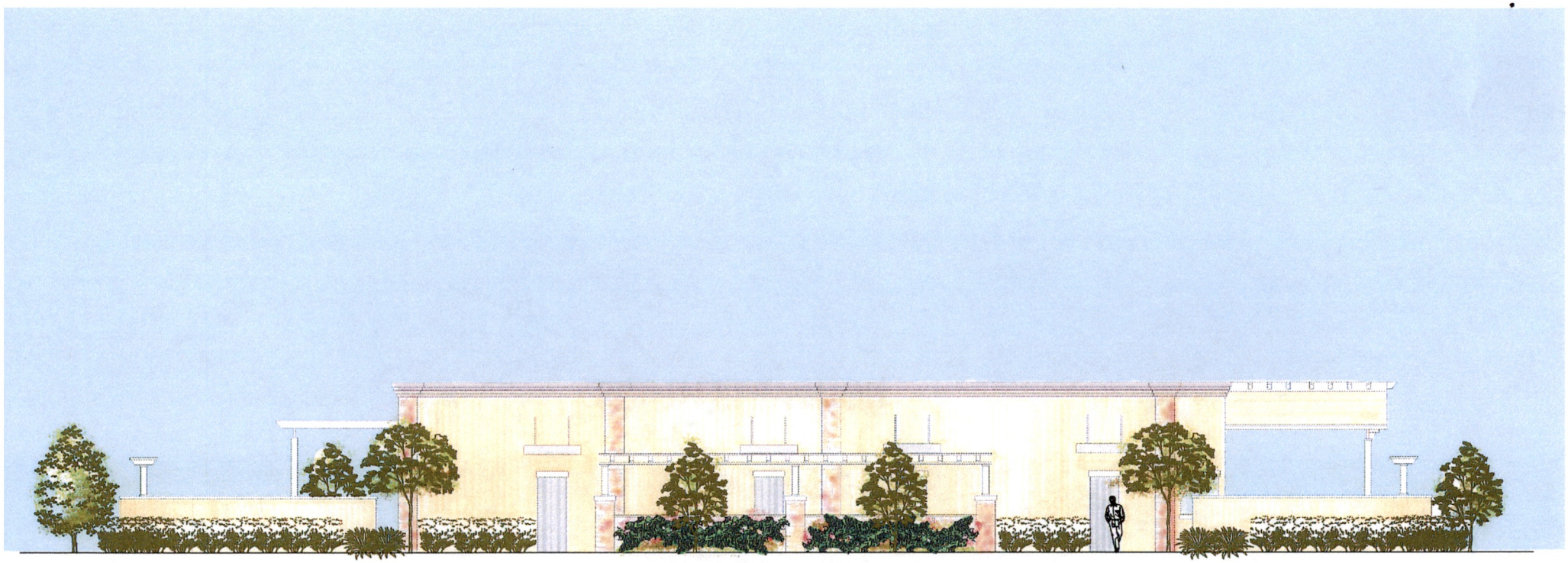
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION

Legislation Details (With Text)

File #:	22-198	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/4/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Approve a Resolution allowing an affordable housing land use on parcel 24-36-20-00-289 under Section 166.04151, Florida Statutes, subject to the zoning standards and requirements of the RU-2-15 zoning and other terms and conditions stated in the Resolution. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2022-____Authorizing Affordable Housing.pdf Exhibit A - Orchid Lake FS 166.04151 Rezoning Request.pdf Exhibit B - Description of project and property.pdf Exhibit C - site and concept plan.pdf Exhibit D - 2021 Florida Statute 166-04151.pdf Exhibit E - Orchid Lake_2021-293CSN_Final Order.pdf Exhibit F - Carryover Agreement Orchid Lake_2021-293CSN_.pdf Exhibit G - HTG Bio.pdf Exhibit H - Orchid Lake Market Study Aug 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 4, 2022
Agenda Date: April 12, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution allowing an affordable housing land use on parcel 24-36-20-00-289 under Section 166.04151, Florida Statutes, subject to the zoning standards and requirements of the RU-2-15 zoning and other terms and conditions stated in the Resolution.

BACKGROUND:

The Housing Trust Group (HTG) submitted a request to build an affordable housing project on Parcel 24-36-20-00-289 (Michigan Avenue and University Lane). The project, named Orchid Lake, is a 90-unit garden style complex consisting of four residential buildings with a clubhouse and related amenities. The project is a deed restricted affordable housing project under the Housing Credit, SAIL and ELI programs administered by Florida Housing Finance Corporation and will require the property to set aside fourteen (14) of the units (15%) for households earning 33% or less of the Area Median Income (AMI) and seventy-six (76) of the units (85%) for households earning 60% or less of AMI.

Under Florida Statutes 166.04151, the City Council has the authority to consider the rule to allow an "affordable housing" land use on the property in lieu of pending future land use and zoning map applications. The applicant, HTG, requests that the City invoke this authority under the Florida Statutes to allow for the construction of this affordable housing project.

Unit Mix Summary

- 1 bed/1 bath: 36 units - 802 SF
- 2 bed/2 bath: 37 units - 924 SF
- 3 bed/2 bath: 17 units - 1,137 SF

As this project is a deed restricted affordable housing project, the current restricted rental rates are summarized in the chart below.

Rental Income - Restricted Housing Credit			
Unit Type	**Set Aside**	**# Units**	**$ per month**
1/1	22% AMI	1	$159
1/1	33% AMI	6	$309
1/1	60% AMI	29	$677
2/2	22% AMI	1	$187
2/2	33% AMI	6	$277
2/2	60% AMI	30	$809
3/2	22% AMI	1	$187
3/2	33% AMI	2	$221
3/2	60% AMI	14	$905
Total / Average		**90**	**Avg - $678**

The applicants petition includes the following items as exhibits in this agenda:

- Exhibit A - formal request and citation to the relevant statutory authority
- Exhibit B - description of the project and subject property
- Exhibit C - proposed concept plan for the project
- Exhibit D - the basis for complying with Section 166.04151 FS and the statutory definition of "affordable housing"
- Exhibit E - conditions related to any granted or pending financing for the project
- Exhibit F - project contingencies (financing, closing on property, deadlines)
- Exhibit G - bios of the client and relevant experience developing affordable housing projects
- Exhibit H - other relevant information to support the merits of this request

Under Section 166.04151, Florida Statutes, the City Council has discretion if residential uses are not allowed in a particular commercial zoning district to approve a project this is deemed "affordable". This project is located in C-G (General Commercial) zoning and under the City's Comprehensive Plan, this type of project would not be allowed. The applicant is requesting the City invoke the provision under Section 166.04151, Florida Statutes, to allow this type of development in C-G zoning.

Prior to the Petition received by the Housing Trust Group, the City Council has never considered

such a request before to invoke the authority under Section 166.04151, Florida Statutes. This is the first time the City Council will be acting upon such a request.

If this request is denied by Council, the Housing Trust Group will either have the abandoned the Project or seek a change to the City's Future Land Use and Zoning Maps to authorize a multi-family land use.

Staff recommends approval of the request to allow an affordable housing residential land use on the subject property to support the proposed Orchid Lake - a 90-unit multifamily affordable housing development project.

STRATEGIC PLAN CONNECTION:

Community Development - improve affordable housing opportunities in the City.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution allowing an affordable housing land use on parcel 24-36-20-00-289 under Section 166.04151, Florida Statutes, subject to the RU-2-15 zoning and other terms and conditions stated in the Resolution.

RESOLUTION NO. 2022-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA ACKNOWLEDGING RECEIPT OF A PETITION FILED WITH THE CITY OF COCOA PURSUANT TO SECTION 166.04151, FLORIDA STATUTES BY THE HOUSING TRUST GROUP REQUESTING AN AFFORDABLE HOUSING LAND USE FOR REAL PROPERTY CURRENTLY ZONED COMMERCIAL AND LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF COCOA AND LEGALLY DESCRIBED AS PARCEL NUMBER 24-36-20-00-289 LOCATED ON THE SW CORNER OF MICHIGAN AVENUE AND UNIVERSITY LANE; UPON CONSIDERATION OF THE PETITION, AUTHORIZING AN AFFORDABLE HOUSING LAND USE ON SAID REAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED TO THE CITY COUNCIL UNDER SECTION 166.04151, FLORIDA STATUTES AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, EFFECTIVE DATE AND TERMINATION CLAUSE.

WHEREAS, the City Council recognizes that there is a need for affordable housing within the region and local level, and that the City strives to provide a sufficient amount of affordable housing options to all residents of the City of Cocoa; and

WHEREAS, the City Council desires to create housing opportunities to ensure a variety of housing types, including affordable housing in accordance with the goals, policies and objectives of the City of Cocoa Comprehensive Plan; and

WHEREAS, the real property subject to this Resolution is approximately 7.64 acres, more or less, and legally described as Parcel Id. 24-36-20-00-289 located at the SW corner of Michigan Avenue and University Lane within the jurisdictional limits of the City of Cocoa ("Property"); and

WHEREAS, the Property is currently zoned commercial and multi-family residential is not an authorized land use under the City Code, but the Housing Trust Group has filed a Petition, dated March 21, 2022 ("Petition"), requesting that the City Council authorize a 90-unit multi-family affordable housing land use on said Property in accordance with the discretionary powers vested in the City Council under Section 166.04151, Florida Statutes; and

WHEREAS, Section 166.04151(6), Florida Statutes states "notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, on any parcel zoned for residential, commercial, or industrial use;" and

WHEREAS, Section 420.0004, Florida Statutes defines "Affordable" to mean that monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual

income for the households as indicated in subsection (9), subsection (11), subsection (12), or subsection (17), as follows:

(9) "Extremely-low-income persons" means one or more natural persons or a family whose total annual household income does not exceed 30 percent of the median annual adjusted gross income for households within the state. The Florida Housing Finance Corporation may adjust this amount annually by rule to provide that in lower income counties, extremely low income may exceed 30 percent of area median income and that in higher income counties, extremely low income may be less than 30 percent of area median income.

(11) "Low-income persons" means one or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 80 percent of the median annual adjusted gross income for households within the state, or 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

(12) "Moderate-income persons" means one or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual adjusted gross income for households within the state, or 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

(17) "Very-low-income persons" means one or more natural persons or a family, not including students, the total annual adjusted gross household income of which does not exceed 50 percent of the median annual adjusted gross income for households within the state, or 50 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

WHEREAS, upon consideration of the Petition, input at a public meeting, and otherwise being duly advised, the City Council finds that based on the representations made by the Housing Trust Group contained in the Petition, the proposed 90-unit multi-family affordable residential housing project described in the Petition is consistent with the definition of "affordable," generally compatible on the Property and surrounding neighborhood, and the City Council desires to authorize an affordable housing residential land use on the Property subject to the terms and conditions set forth in this Resolution; and

WHEREAS, the proposed Project shall be subject to the standards and requirements of the RU 2-15 zoning district and Final Site Plan approval in accordance with the procedures and requirements of the City Code; and

WHEREAS, the decision made by the City Council under this Resolution shall be limited to the Petition and the subject Property only, and shall not be construed or interpreted as

authorizing affordable housing on any other property within the City of Cocoa contrary to the City's existing Comprehensive Plan and Zoning Code; and

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

NOWTHEREFORE, BE IT RESOLVED, by the City Council of the City of Cocoa, Florida as follows:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are a material part of this Resolution.

Section 2. Authority. The City Council is hereby exercising its discretionary land use powers expressly granted pursuant to Section 166.04151, Florida Statutes.

Section 3. Petition. The City Council hereby accepts and relies upon the Petition filed by the Housing Trust Group which is attached hereto as **ATTACHMENT "1"** and fully incorporated herein by this reference in support of the decision made by the City Council under this Resolution.

Section 4. Authorized Affordable Housing Land Use. The City Council hereby authorizes a 90-unit multi-family affordable residential housing land use for the Property legally described as Parcel Id. 24-36-20-00-289 and located at the SW corner of Michigan Avenue and University Lane within the jurisdictional limits of the City of Cocoa ("Property"). The multi-family affordable residential housing land use shall be subject to the zoning standards and requirements set forth in the City's RU 2-15 zoning district and the "affordable" housing standards set forth in Section 166.04151, Florida Statutes.

Section 5. Future Project Approvals and Development Permits. The proposed 90-unit multi-family affordable residential project described in the Petition shall be constructed in substantial conformance with the representations made in the Petition by Housing Trust Group. However, the proposed Project shall be subject to Final Site Plan approval in accordance with the City Code. In addition, nothing herein shall limit the City's authority to grant or deny any development permit applications or requests, with or without conditions, subsequent to the effective date of this Resolution in accordance with the criteria of the City Code and the requirements of this Resolution. The failure of this Resolution to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve the Housing Trust Group or their developer of the Project or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Resolution or subsequently issued development permit.

Section 6. **Repeal of Prior Inconsistent Resolution.** All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

Section 7. **Applicability; Conflicts and Severability.** Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 8. **Effective date.** This Resolution shall become effective immediately upon adoption.

Section 9. **Termination.** If the Housing Trust Group does not obtain final site plan approval and commence construction of the affordable housing project described herein within two (2) years from the adoption date of this Resolution, this Resolution shall automatically terminate and shall be deemed null and void.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 12th day of April, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

March 21, 2022

Charlene Neuterman, MPA
Interim Community Services Director
City of Cocoa
65 Stone St.
Cocoa, FL 32922
cneuterman@cocoafl.gov

Re: Florida State Statute #166.04151 Request — Affordable Housing – Zoning for Orchid Lake - a 90 Unit New Construction Multifamily Affordable Housing Development to be located on Parcel 24-36-20-00-289

Ms. Neuterman,

HTG Orchid Lake, Ltd. hereby requests the City Council to invoke the authority under Section 166.04151, Florida Statutes to allow an "affordable housing" land use on parcel 24-36-20-00-289 subject to the requirements of the RU2-15 zoning district.

Orchid Lake will consist of a 90-unit garden style 3 story complex situated on a 7.64-acre site located at the SW corner of University Ln and Michigan Ave in Cocoa, parcel number 24-36-20-00-289. The property will consists of four (4) residential buildings with a clubhouse and related amenities.

The property will operate as deed restricted affordable housing under the Housing Credit, SAIL and ELI programs administered by Florida Housing Finance Corporation and will require the property to set aside fourteen (14) (15%) of the units for households earning 33% or less of the Area Median Income (AMI) and seventy six (76) (85%) of the units for households earning 60% or less of AMI.

Additionally, the property will be restricted by the NHTF program which requires the subject to set aside three (3) units at 22% AMI. Overall, the subject will be restricted by the Housing Credit, ELI, SAIL and NHTF programs.

The following is the subject's proposed unit mix.

Unit Mix Summary			
Unit Type	**# Of Units**	**Unit Size (S.F.)**	**Total S.F.**
1/1	36	802	27,246
2/2	37	924	37,696
3/2	17	1,137	16,674
Total/Avg.	**90**	**915**	**82,389**

Current restricted rental rates are summarized in the following chart.

Rental Income - Restricted Housing Credit				
Unit Type	**Set Aside**	**No. Units**	**$/Month**	**Total Annual Rent**
1/1	22% AMI	1	$159	$1,908
1/1	33% AMI	6	$309	$22,248
1/1	60% AMI	29	$677	$235,596
2/2	22% AMI	1	$187	$2,244
2/2	33% AMI	6	$277	$19,944
2/2	60% AMI	30	$809	$291,240
3/2	22% AMI	1	$187	$2,244
3/2	33% AMI	2	$221	$5,304
3/2	60% AMI	14	$905	$152,040
Total/Avg.		**90**	**$678**	**$732,768**

Maximum 2021 allowable incomes per household:

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household					
		1	2	3	4	5	6
Brevard County	22%	$ 11,198	$ 12,782	$ 14,388	$ 15,972	$ 17,270	$ 18,546
(Palm Bay-Melbourne-	33%	$ 16,797	$ 19,173	$ 21,582	$ 23,958	$ 25,905	$ 27,819
Titusville MSA)	60%	$ 30,540	$ 34,860	$ 39,240	$ 43,560	$ 47,100	$ 50,580
Median: 77,900							

The total development costs are $21.16 million, and the property will pay real estate taxes.

Preliminary site plan and building rendering is attached.

Final financing from Florida Housing Finance Corporation has been received. A fully executed Carryover Agreement, letters for the financing and development sources and uses are attached.

HTG Orchid Lake, Ltd. has site control via a Purchase and Sale Agreement with an outside closing date of June 1, 2022.

Per the terms of the Carryover Agreement with Florida Housing, HTG Orchid Lake, Ltd. must start construction on or before July 31, 2022.

Sincerely,

Jason Larson
HTG Orchid Lake, Ltd.

Attachments:

Financial Sources and Uses
Debt and Equity Financing Letters
Proposed Site Plan
Color Renderings
Florida Housing Carryover Agreement

RFA 2021-103 DEVELOPMENT COST PRO FORMA

NOTES:

(1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C., or this RFA. Any portion of the fee that has been deferred must be included in Total Development Cost.

(2) When Housing Credit equity proceeds are being used as a source of financing, complete Columns 1 and 2. The various FHFC Program fees should be estimated and included in column 2 for at least the Housing Credit Program.

(3) General Contractor's fee is limited to 14% of actual construction cost (for Application purposes, this is represented by A1.1. Column 3), rounded down to nearest dollar. The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.

(4) For Application purposes, the maximum hard cost contingency allowed cannot exceed 5% of the amount provided in column 3 for A1.3. TOTAL ACTUAL CONSTRUCTION COSTS for Developments where 50 percent or more of the units are new construction. Otherwise the maximum is 15%. The maximum soft cost contintengy allowed cannot exceed 5% of the amount provided in column 3 for A2.1 TOTAL GENERAL DEVELOPMENT COST. Limitations on these contingency line items post-Application are provided in Rule Chapter 67-48, F.A.C. and this RFA.

(5) Operating Deficit Reserves (ODR) of any kind are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. In addition, an ODR is not permitted in this Application at all. If one has been included, it will be removed by the scorer, reducing total costs. However, one may be included during the credit underwriting process where it will be sized. The final cost certification may include an ODR, but it cannot exceed the amount sized during credit underwriting.

(6) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA, as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF * ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

What was the Development Category of the Proposed Development: New Construction (w/ or w/o Acquisition)

Indicate the number of total units in the proposed Development: 90 Units

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
DEVELOPMENT COSTS			
Actual Construction Costs			
Accessory Buildings			
Demolition			
New Rental Units	9,045,613.16		**9,045,613.16**
***Off-Site Work (explain in detail)**			
Recreational Amenities	375,000.00		**375,000.00**
Rehab of Existing Common Areas			
Rehab of Existing Rental Units			
Site Work	1,300,000.00		**1,300,000.00**
***Other (explain in detail)**			
A1.1. Actual Construction Cost	**$ 10,720,613.16**	**$**	**$ 10,720,613.16**
A1.2. General Contractor Fee See Note (3) **(Max. 14% of A1.1., column 3)**	**$ 1,500,000.00**	**$**	**$ 1,500,000.00**
A1.3. TOTAL ACTUAL CONSTRUCTION COSTS	**$ 12,220,613.16**	**$**	**$ 12,220,613.16**
A1.4. HARD COST CONTINGENCY See Note (4)	**$ 611,000.00**	**$**	**$ 611,000.00**

RFA 2021-103 DEVELOPMENT COST PRO FORMA

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
General Development Costs			
Accounting Fees	30,000.00		**30,000.00**
Appraisal	5,000.00		**5,000.00**
Architect's Fee - Site/Building Design	300,000.00		**300,000.00**
Architect's Fee - Supervision	50,000.00		**50,000.00**
Builder's Risk Insurance	107,206.13		**107,206.13**
Building Permit	135,000.00		**135,000.00**
Capital Needs Assessment			
Engineering Fees	70,000.00		**70,000.00**
Environmental Report	10,000.00		**10,000.00**
FHFC Administrative Fee See Note (2)	[redacted]	93,500.00	**93,500.00**
FHFC Application Fee See Note (2)		3,000.00	**3,000.00**
FHFC Compliance Fee See Note (2)	[redacted]	150,000.00	**150,000.00**
FHFC PRL/Credit Underwriting Fees See Note (2)		17,845.00	**17,845.00**
Green Building Certification/ HERS Inspection Costs	25,000.00		**25,000.00**
***Impact Fees (list in detail)**	409,000.00		**409,000.00**
Inspection Fees	60,000.00		**60,000.00**
Insurance	107,206.00		**107,206.00**
Legal Fees	275,000.00		**275,000.00**
Market Study	5,000.00		**5,000.00**
Marketing/Advertising	75,000.00		**75,000.00**
Property Taxes	55,025.00		**55,025.00**
Soil Test Report	10,000.00		**10,000.00**
Survey	25,000.00		**25,000.00**
Tenant Relocation Costs			
Title Insurance & Recording Fees	66,443.00		**66,443.00**
Utility Connection Fee	310,000.00		**310,000.00**
***Other (explain in detail)**			
A2.1. TOTAL GENERAL DEVELOPMENT COST	**$ 2,129,880.13**	**$ 264,345.00**	**$ 2,394,225.13**
A2.2. SOFT COST CONTINGENCY See Note (4)	$	$	$

RFA 2021-103 DEVELOPMENT COST PRO FORMA

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
Financial Costs			
Construction Loan Origination/ Commitment Fee(s)	168,250.00		**168,250.00**
Construction Loan Credit Enhancement Fee(s)			
Construction Loan Interest	517,247.40	250,000.00	**767,247.40**
Non-Permanent Loan(s) Closing Costs	23,000.00		**23,000.00**
Permanent Loan Origination/ Commitment Fee(s)	3,500.00		**3,500.00**
Permanent Loan Credit Enhancement Fee(s)	[redacted]		
Permanent Loan Closing Costs	25,000.00		**25,000.00**
Bridge Loan Origination/ Commitment Fee(s)			
Bridge Loan Interest			
***Other (explain in detail)**			
A3. TOTAL FINANCIAL COSTS	$ **736,997.40**	$ **250,000.00**	$ **986,997.40**
ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land) Existing Building(s)			
***Other (explain in detail)**			
B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)	$	$	$
C. DEVELOPMENT COST (A1.3+A1.4+A2.1+A2.2+A3+B)	$ **15,698,490.69**	$ **514,345.00**	$ **16,212,835.69**
Developer Fee See Note (1) Developer Fee on Acquisition Costs			
Developer Fee on Non-Acquisition Costs	**2,590,000.00**		**2,590,000.00**
Additional 5% Developer Fee for Persons with a Disabling Condition or Developmental Disabilities Demographics	**810,641.00**		**810,641.00**
D. TOTAL DEVELOPER FEE	$ **3,400,641.00**	$	$ **3,400,641.00**
E. OPERATING DEFICIT RESERVES See Note (5)	$ [redacted]	$ [redacted]	$ [redacted]
F. TOTAL LAND COST	[redacted]	$ **1,550,000.00**	$ **1,550,000.00**
G. TOTAL DEVELOPMENT COST See Note (6) (C+D+E+F)	$ **19,099,131.69**	$ **2,064,345.00**	$ **21,163,476.69**

RFA 2021-103 DEVELOPMENT COST PRO FORMA

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide component descriptions and amounts for each item that has been completed on the Pro Forma that requires a detailed list or explanation.

DEVELOPMENT COSTS

Actual Construction Cost
(as listed at Item A1.)

Off-Site Work:

Other:

General Development Costs
(as listed at Item A2.)

Impact Fees: Fees for Roads, Police, Fire, EMS, Library, School, Public Waste totaling $409,000

Other:

Financial Costs
(as listed at Item A3.)

Other:

Acquisition Cost of Existing Developments
(as listed at Item B2.)

Other:

NOTES: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

RFA 2021-103 DEVELOPMENT COST PRO FORMA

CONSTRUCTION/REHAB ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS
A. Total Development Costs	**$ 21,163,476.69**	
B. Construction Funding Sources:		
1. First Mortgage Financing	$ 13,000,000.00	Regulated Mortgage Lender
2. Second Mortgage Financing	$ 4,751,050.00	FHFC - SAIL
3. Third Mortgage Financing	$ 380,000.00	FHFC - SAIL ELI
4. Fourth Mortgage Financing	$	<select from menu>
5. Fifth Mortgage Financing	$	<select from menu>
6. Sixth Mortgage Financing	$	<select from menu>
7. Seventh Mortgage Financing	$	<select from menu>
8. Eighth Mortgage Financing	$	<select from menu>
9. Ninth Mortgage Financing	$	<select from menu>
10. Tenth Mortgage Financing	$	<select from menu>
11. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.	$ 7,819,200.00	
12. Other:	$	
13. Other:	$	
14. Deferred Developer Fee	$ 2,500,000.00	
15. Total Construction Sources	$ **28,450,250.00**	
C. Construction Funding Surplus (B.15. Total Construction Sources, less A. Total Development Costs):	**$ 7,286,773.31**	(A negative number here represents a funding shortfall.)

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.

RFA 2021-103 DEVELOPMENT COST PRO FORMA

PERMANENT ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS
A. Total Development Costs	**$ 21,163,476.69**	
B. Permanent Funding Sources:		
1. First Mortgage Financing	$ 350,000.00	Regulated Mortgage Lender
2. Second Mortgage Financing	$ 4,751,050.00	FHFC - SAIL
3. Third Mortgage Financing	$ 380,000.00	FHFC - SAIL ELI
4. Fourth Mortgage Financing	$	<select from menu>
5. Fifth Mortgage Financing	$	<select from menu>
6. Sixth Mortgage Financing	$	<select from menu>
7. Seventh Mortgage Financing	$	<select from menu>
8. Eighth Mortgage Financing	$	<select from menu>
9. Ninth Mortgage Financing	$	<select from menu>
10. Tenth Mortgage Financing	$	<select from menu>
11. HC Syndication/HC Equity Proceeds	$ 15,638,400.00	
12. Other:	$	
13. Other:	$	
14. Deferred Developer Fee	$ 2,500,000.00	
15. Total Permanent Funding Sources	**$ 23,619,450.00**	
C. Permanent Funding Surplus (B.15. Total Permanent Funding Sources, less A. Total Development Costs):	**$ 2,455,973.31**	(A negative number here represents a funding shortfall.)

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.

RAYMOND JAMES

March 4, 2021

Mr. Matthew Rieger
HTG Orchid Lake, LTD
c/o Housing Trust Group, LLC
3225 Aviation Avenue, Suite 602
Miami, FL 33133

Re:		
	Project:	Orchid Lake
	Partnership/Applicant:	HTG Orchid Lake, LTD
	Fund:	To be determined
	Property Location:	Brevard County, Florida

Dear Mr. Rieger,

This letter of intent for construction and permanent financing will confirm our agreement ("Agreement") whereby Raymond James Tax Credit Funds, Inc. ("RJTCF") shall attempt to effect a closing ("Closing") of an investment by a Fund sponsored by RJTCF (the "RJTCF Fund") in the above named partnership ("Partnership") on the assumptions, terms, and conditions contained in this letter of intent, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

Based upon the Partnership receiving $1,700,000 in annual low income housing tax credits, and further based on terms and conditions as set forth below, the anticipated total equity investment of the RJTCF Fund in the Project (rounded to the nearest hundred) is $15,638,400 or $0.92 per low income housing tax credit allocated to the RJTCF Fund, subject to market conditions. The Applicant is the beneficiary of the equity proceeds. The RJTCF Fund anticipates purchasing $16,998,300 (99.99%) of the total low income housing tax credits allocated to the Applicant. The RJTCF Fund's net investment is anticipated to be funded based upon the following schedule:

- 25% ($3,909,600) paid prior to or simultaneous with the closing of construction financing
- 25% ($3,909,600) paid at 98% construction completion
- Balance ($7,819,200) paid at project stabilization and receipt of 8609s
- The amount of equity to be paid prior to construction completion shall be $7,819,200.

This letter of intent is subject to RJTCF's satisfactory completion of its normal due diligence, and is also subject to the approval by the Investment Committee of RJTCF of the terms and conditions of the investment in its sole discretion based on then current market conditions, including availability of investment funds and pricing for tax credits.

Raymond James Tax Credit Funds, Inc.
A Subsidiary of Raymond James Financial, Inc.
880 Carillon Parkway • St. Petersburg, FL 33716
800-438-8088 Toll Free • 727-567-8455 Fax
Visit our Web Site at www.RJTCF.com

Date Submitted: 2021-03-09 17:16:53.747 | Form Key: 7699

Since 1987, Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for over 2,200 tax credit properties nationwide. We look forward to working with you.

Sincerely,



Sean Jones
VP - Director of Acquisitions
Raymond James Tax Credit Funds, Inc.

Acknowledged and Accepted:

HTG Orchid Lake, LTD, a Florida limited partnership

By: 

Name: Matthew Rieger

Title: Manager of the Non-Investor Limited Partner

Date: 3/5/2021

Date Submitted: 2021-03-09 17:16:53.747 | Form Key: 7699

February 26, 2021

Matthew Rieger, Principal
Housing Trust Group, LLC
3225 Aviation Avenue, 6th Floor
Coconut Grove, FL 33133

Re: Orchid Lake
Brevard County, Florida

Dear Mr. Rieger:

Thank you for considering JPMorgan Chase Bank, N.A. ("JPMorgan Chase" or "Lender") as a potential construction and permanent lender for the development of affordable rental housing at Orchid Lake, Brevard County, Florida. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but is rather intended to serve as a basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received, reviewed and approved and credit approval has been obtained.

Facilities:	JPMorgan Chase will provide a credit facility in the amount of **$13,000,000**, the proceeds of which will fund a construction loan to the Borrower. Subject to Lender's receipt from Impact CIL, LLC ("Impact") of a commitment to purchase, and subject to the Borrower meeting the conditions required for conversion, Lender will close a permanent loan for sale to Impact in an amount not to exceed $**350,000.**
Borrower:	HTG Orchid Lake, LTD
Developer:	HTG Orchid Lake Developer, LLC and Housing for Homeless, Inc.
Project:	Orchid Lake will consist of a 90-unit affordable housing development targeted towards homeless households and to be located in Brevard County, Florida.

Construction Loan

Amount:	Approximately $13,000,000; subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.
Initial Term:	24 months.
Interest Rate:	Libor (subject to 50 bps Floor) + 250 bps (3.00% as of February 26, 2021).
Commitment Fee:	1% of the loan amount.
Extension Option:	One, conditional, six-month maturity extension.

JPMorgan Chase Bank, N.A. • 100 N Tampa Street, Suite 3300, Tampa, FL 33602
Telephone: 813.483.8297; tammy.haylock-moore@chase.com

Extension Fee:	0.25% of the sum of the loan balance and the amount remaining of the original commitment.
Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	Full payment and completion guarantees and environmental indemnity by guarantors/indemnitor(s) satisfactory to JPMorgan Chase.
Developer Fee:	Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval.
Tax Credit Equity:	At least 15% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.
Subordinate Liens:	Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase and Impact.
Repayment:	Construction Loan will be repaid from equity funded up to and including conversion to the permanent financing and from the permanent loan.
Loan to Value:	Up to 80% including the value of the real estate and low income housing tax credits.
Contract Bonding:	100% Payment and Performance Bonds from "A" rated surety

Permanent Loan

Amount:	$350,000 subject to final underwriting and in accordance with, and subject to satisfaction of, Impact's requirements.
Forward Commitment:	24 months plus one six-month extension option.
Fees:	Loan Fee: Greater of $7,500 or 0.75% of perm loan, payable at Construction Loan closing. Conversion Fee: $10,000, payable at Permanent Loan closing.
Interest Rate:	The applicable interest rate for the Permanent Loan shall be locked at Construction Loan closing. Current indicative rate is 4.75%.
Rate Lock:	Forward rate lock must be evidenced by a secured subordinate note in second lien position. The amount of the subordinate note will be 3% of the Permanent Loan amount or the yield maintenance amount, whichever is lower. At closing of the conversion to the Permanent Loan, the secured subordinate lien will be released. Borrower will be required to satisfy the subordinate note if the loan does not convert.
Term:	18 years.
Amortization:	35 years.
Collateral:	First mortgage; other typical pledges and assignments.

Guarantee:	After conversion, the Permanent Loan shall be non-recourse to the Borrower, except as to standard carve-outs for the Borrower, General Partner, and Key Principals.
Loan to Value:	Up to 85% of the stabilized rent-restricted value.
Conversion Requirements:	At least three consecutive calendar months of not less than: • 1.20x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment, and • 90% economic and physical occupancy. As applicable, commercial income and commercial tenants will be excluded from the DSCR and occupancy requirements.
Prepayment Terms:	Prepayments are subject to yield maintenance, except for the last three years of the term. During the last three years, the prepayment fee will be 1% of the loan balance. There is no prepayment fee during the final 90 days of the term.
Escrows/Reserves:	Escrows required for property taxes, insurance, and replacement reserves. Minimum replacement reserve of $250/unit/year or (or such higher amount as required by any other party to the transaction. Debt service reserve (if required) shall be funded with a minimum contribution of six months of debt service expense.

We appreciate the opportunity to discuss with you the possibility of providing construction and permanent financing for the proposed project. This letter of interest is for your, and the local governmental agency as well as the tax credit allocating agency's information and use only, and is not to be shown to or relied upon by other parties. **Please note, credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to Construction Loan Closing.**

JPMorgan Chase and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein or otherwise. JPMorgan Chase and its affiliates may share information about you in connection with the potential transaction or other possible transactions with you.

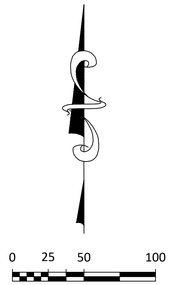
This letter, which expires September 30, 2021, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender and to change as described above. JPMorgan Chase cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,

JPMorgan Chase Bank, NA



Tammy Haylock-Moore, Authorized Officer



SITE DATA:

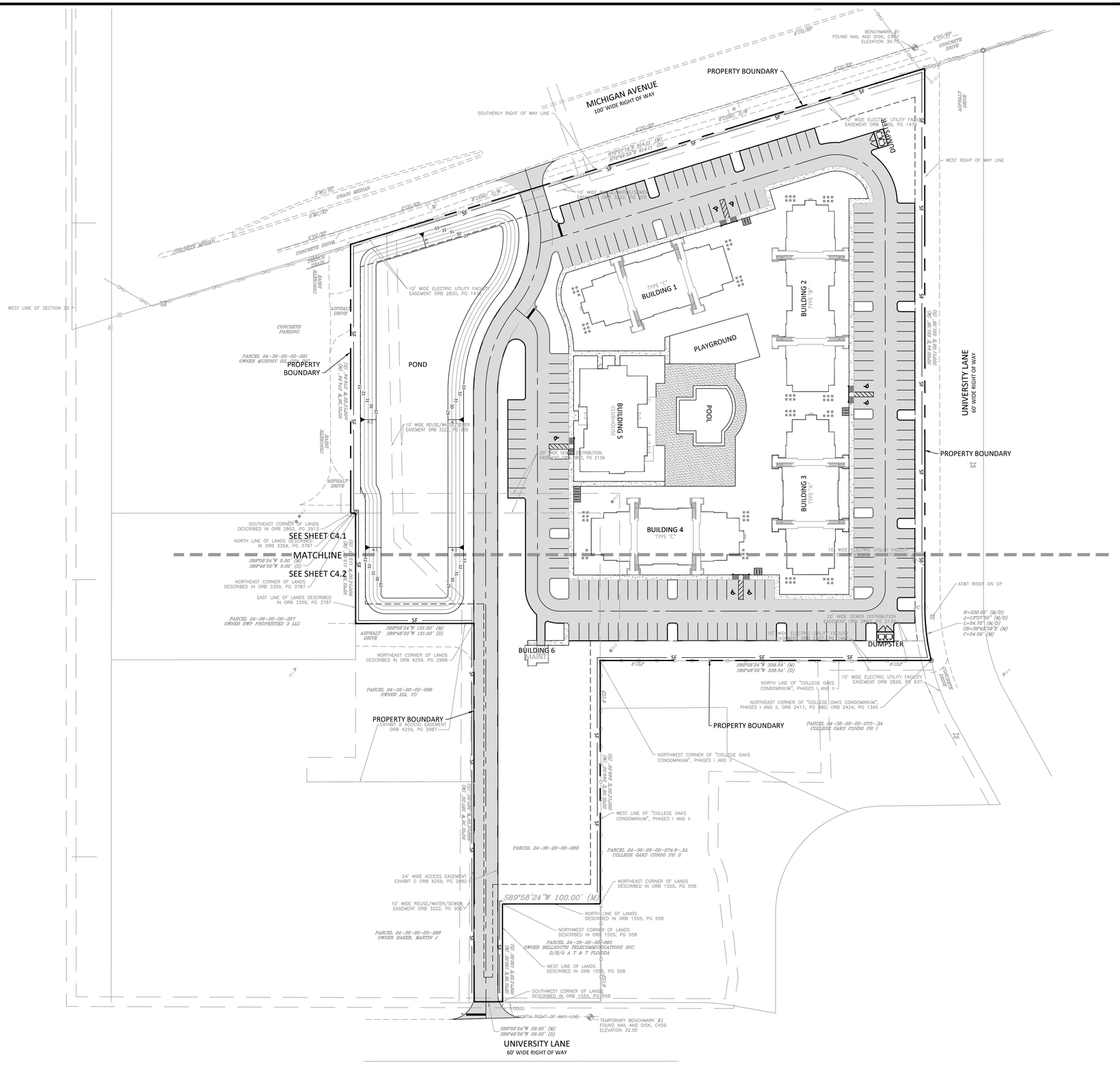
PARCEL ID	24-36-20-00-289
CURRENT ZONING	GENERAL COMMERCIAL (C-G)
EXISTING USE	COMMERCIAL RELATED AMENITIES
PROPOSED USE	DWELLING, MULTI-FAMILY RESIDENTIAL
PROJECT NAME	ORCHID LAKE
NUMBER OF PHASES	1
TOTAL SITE AREA	7.64 AC (332,570.63 SF)
MULTI-FAMILY UNITS	90 (SEE BUILDING DATA TABLE, BELOW)
DENSITY	11.78 DU/AC (90 DU/7.64 AC)
EXISTING OPEN SPACE	7.64 AC (332,570.63 SF)
PROPOSED IMPERVIOUS AREA	3.53 AC (153,435.27 SF)
PROPOSED OPEN SPACE	4.11 AC (179,135.36 SF)
PROPOSED BUILDING AREA	0.97 AC
PROPOSED FAR	0.13
GROSS FLOOR AREA	112,544 SF
FLOOR AREA OF DWELLING UNITS	1 BR = 801 S.F. 2 BR = 924 S.F. 3 BR = 1,138 S.F.
MAX ALLOWED BUILDING HEIGHT	35'
PROPOSED BUILDING HEIGHT	35'
MINIMUM SETBACKS	FRONT SETBACK - 25' SIDE INTERIOR LOT SETBACK - 10' SIDE CORNER LOT SETBACK - 15' REAR SETBACK - 20'
MINIMUM PARKING SPACE AREA	REGULAR SPACES - 10'x20' (10'x18' WHEN ABUTTING A MIN. 5' WIDE LANDSCAPE STRIP OR MIN. 6' WIDE SIDEWALK)
MINIMUM WIDTH OF LANE	TWO WAY - 24'
PARKING AREA LANDSCAPING REQUIRED	10 S.F. OF INTERIOR LANDSCAPING FOR EACH PARKING SPACE

RESIDENTIAL BUILDING DATA			
	TYPE "A" (3 STORY)	TYPE "B" (3 STORY)	TYPE "C" (3 STORY)
1 BED	12	0	12
2 BED	5	12	10
3 BED	5	12	0

RESIDENTIAL BUILDING COUNT
TYPE "A" = 1 | TYPE "B" = 1 | TYPE "C" = 2

TOTAL UNIT COUNT	
1 BED	36
2 BED	37
3 BED	17
TOTAL	90

STANDARD PARKING REQUIRED	1.5 PER SINGLE BEDROOM (36 TOTAL 1 BEDROOM) 2.0 PER 2 OR MORE BEDROOMS (54 TOTAL ≥ 2 BEDROOMS) 162 TOTAL SPACES REQUIRED (1.5 x 36) + (2 x 54)
HANDICAP PARKING REQUIRED	6 SPACES (PER 160-200 TOTAL STANDARD SPACES)
BICYCLE PARKING REQUIRED	17 SPACES (10% OF REQUIRED VEHICULAR PARKING SPACES: 162 x 0.1 = 16.2 SPACES - ROUNDED UP TO 17)
PARKING PROVIDED	STANDARD: 180 HANDICAP: 7 BICYCLE: 20



REVISIONS			
NO.	DATE	DESCRIPTION	BY

DESIGNED BY	MWS	CHECKED BY	DCB
DRAWN BY	MWS	APPROVED BY	DCB

OVERALL SITE PLAN

ORCHID LAKE

COCOA, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Certificate of Authorization No. 26481
941 Lake Baldwin Lane - Orlando, Florida 32814
Phone:407.896.0594 Fax:407.896.4836 WWW.DRMP.COM
DRMP, Inc.

Donald C Bieger
2021.12.14
13:31:08-05'00'

Donald C. Bieger Jr., P.E.
State of Florida # 60857

PROJECT NO.: 21-0729.000

SCALE: 1" = 50'

DATE: DECEMBER, 2021

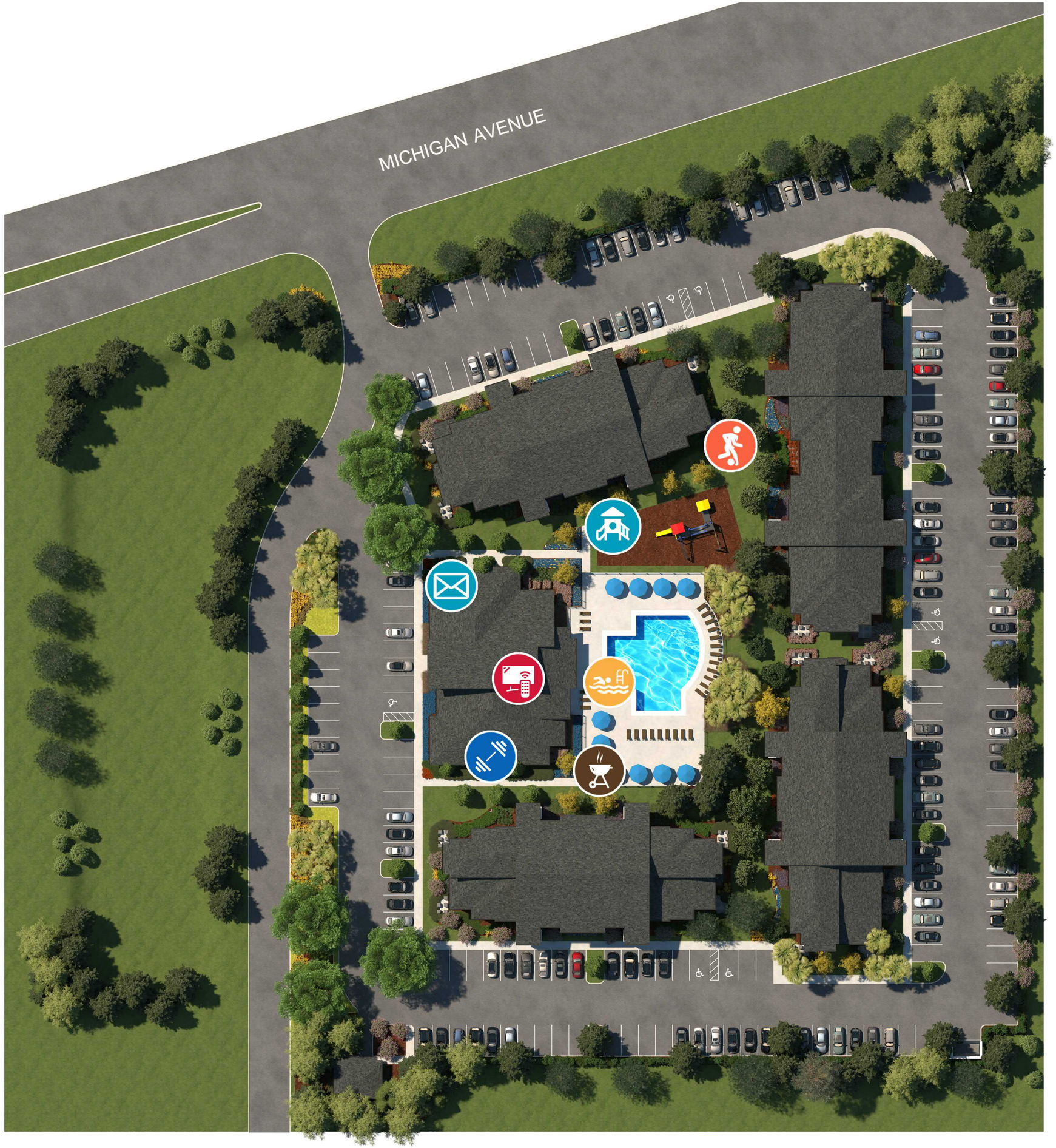
DRAWING: **C4.0**

P:\projects21\21-0729.000_orchid_lake-cocoa\general-civil\Design\Plans\01 preliminary site plan\21-0729.000 C4.0 Site Plans.dwg Plotted: Dec 14, 2021 – 9:03am by MWSmith

Orchid Lake

LEGEND

- Community Pool & Spa
- Natural Recreational Areas
- Outdoor Grills, Dining Areas
- Mailboxes
- Playground
- Fitness Center
- Club Room







FLORIDA HOUSING FINANCE CORPORATION
2021 CARRYOVER ALLOCATION AGREEMENT

This 2021 Carryover Allocation Agreement (Agreement) by and between Florida Housing Finance Corporation (Florida Housing) and HTG Orchid Lake, Ltd. (Owner) constitutes an allocation of the 2021 Housing Credit dollar amount meeting the requirements of Section 42(h)(1)(E) and (F) of the Internal Revenue Code of 1986 as amended (Code). Unless otherwise specifically provided, this Agreement and the terms used herein shall be interpreted in a manner consistent with the requirements of Section 42 of the Code.

In consideration of the conditions and obligations stated in this Agreement, Florida Housing and the Owner understand and agree as follows:

1 Florida Housing has reviewed Request for Applications RFA 2021-103 (RFA) filed by the Owner of Orchid Lake (Development). Based on the evaluation of the Development identified in the RFA, and the market study and credit underwriting analysis, Florida Housing and the Owner incorporate, by reference, the RFA into this Agreement.

2 The Owner acknowledges that all the terms, conditions, obligations, and deadlines set forth in this Agreement, the RFA and the attached Exhibits, together with those that are incorporated by reference, constitute material and necessary conditions of this Agreement, and that the Owner's failure to comply with any of such terms and conditions shall entitle Florida Housing, at its sole discretion, to deem the credit allocation to be cancelled. After any such cancellation, the Owner acknowledges that neither it, nor its successors in interest to the Development, shall have any right to claim Housing Credits pursuant to this allocation. Florida Housing reserves the right, at its sole discretion, to modify and/or waive any such failed condition precedent.

3 This 2021 Housing Credit allocation is not to exceed an annual amount of $1,700,000.00 for the Development. Florida Housing Finance Corporation reserves the right to amend this Carryover Allocation Agreement when the final credit underwriting report is issued. If the final report recommends a lesser amount of housing credits, this agreement may be amended to reflect the lesser amount.

Costs will be further examined at the time of the Cost Certification. If the carryover housing credit allocation exceeds the amount for which the Development is determined by Florida Housing to be finally eligible, pursuant to Section 42(m)(2) of the Code, the amount of any such excess shall be returned to and recovered by Florida Housing.

If the Development consists of more than one building, this Agreement constitutes an allocation of credit on a project basis to the Development in accordance with Section 42(h)(1)(F) of the Code. The address(es) of the building(s) in the Development should be listed on **Exhibit A**, the Building Information Breakdown.

4 The Owner certifies it is the legal owner of the Development and that the following information is true, accurate, and complete:

a. Owner Name: HTG Orchid Lake, Ltd.

b. Taxpayer Federal ID#: 87-1690840

c. Owner Address: 3225 Aviation Ave, 6th Floor
Coconut Grove, FL 33133

d. Development Name: Orchid Lake

e. Development Address: Michigan Ave, Michigan Ave and Cocoa Lakes Drive
Cocoa, FL

f. Florida Housing Development Number: 2021-293CSN

g. Total Number of Units in Development: 90
(Includes market rate units, set-aside units, and full-time employee units.)

h. Total Number of Buildings: 4

i. Total Number of Qualified Residential Buildings: 4
(as defined at Section 42(h)(1)(E)(ii) of the Code)

j. Type of Construction: New Construction

k. Demographic/Designation: Homeless

l. Minimum Set-Aside: 40% @ 60% AMI

m. Total Set-Aside:

Percentage of Units	Number of Units	AMI %
15%	14	33%
85%	76	60%

n. Extended Use Period: The Owner has irrevocably waived the "option to convert" to market rents after year 14 and FURTHER COMMITS to an additional compliance period of 35 years (15 years plus 35 additional years totaling 50 years).

o. Multiphase project: This Development is the first phase of a multiphase project in accordance with the **2021** Application. The additional phases in the project must be described at Exhibit F of this Carryover Allocation Agreement. Any phases not included at Exhibit F will not be considered as part of this project.

p. Qualified Non-Profit Set-Aside: Florida Housing states and Owner acknowledges that this allocation of Housing Credits is being made pursuant to Florida Housing's set-aside of credit authority for "qualified non-profit organizations" within the meaning of Section 42(h)(5)(c) of the Code and Non-Profit Applicants under its Qualified Allocation Plan (QAP). Throughout the extended use period applicable to the Development under the Code, such a qualified non-profit organization shall own an interest in the Development and materially participate (within the meaning of Section 469(h) of the Code) in the development and operation of the Development.

q. Development Features and Amenities: The Development will be constructed or rehabilitated in accordance with the RFA and shall provide at a minimum the Features, Amenities and Programs described in **Exhibit B**. After execution of this Agreement and prior to the effective date of the Extended Use Agreement, any proposed revisions to **Exhibit B** shall require the review of Florida Housing staff, and if necessary, its credit underwriters. A $500 non-refundable processing fee will be required for each revision requested after a final credit underwriting report has been issued.

5 a. Site Control:

(i) The Owner shall demonstrate to Florida Housing that it has satisfied the requirement of site control by including a copy of the recorded deed and closing statements, or a copy of the executed long term lease agreement, together with such other evidence or documentation that Florida Housing shall deem necessary. These documents are to be incorporated into the Agreement as an attachment to the Development's Legal Description, **Exhibit C.**

In addition, on or before 5:00 pm, October 08, 2021, the Applicant must submit a signed affidavit with the site control documents, if applicable, stating that the development site and Development Location Point remain the same as stated in the Applicant's Application. If at any time prior to issuance of 8609s, the legal description of the development site has changed, the Applicant will be charged a $100 non-refundable processing fee and must notify FHFC Housing Credit staff of the change in writing. The notice of change to the development site must explain the reason for the change and must be accompanied by an affidavit from a Florida licensed surveyor certifying that the proposed legal description represents the same site as the original legal description. In addition, if at any time prior to issuance of 8609s, the development site has changed (e.g., the site has increased or decreased in size, easements or deed restrictions have changed or been added, etc.), the Applicant will be charged a $500 non-refundable processing fee and must notify FHFC Housing Credit staff of the change in writing. The notice of change to the development site must explain the reason for the change and, must be accompanied by an affidavit from a Florida licensed surveyor certifying that the Development Location Point has not moved, and must include evidence, either from a Florida licensed surveyor or a local zoning authority, that the change in the development site has not affected any zoning requirements.

(ii) To meet the Site Control requirement, the Owner certifies to Florida Housing that it owns the land on which the Development is to be built, or that the Owner is the Lessee under a lease of the land on which the Development is to be built and which has a term that does not expire prior to the expiration of the Extended Use Period.

Site Control Election:

Owner shall initial <u>only one</u> of the following:

I elect to meet the Site Control requirement,

_____ upon the initial submission of this Agreement

or



on or before April 30, 2022

In choosing this election, the Owner agrees to provide evidence of meeting the requirement as a supplement to the original Carryover Allocation Agreement without amending the original document. If you are unable to meet the deadline, you may request a one-time extension to Florida Housing on or before 5:00 pm, April 30, 2022. Provided that an extension is granted, there will be a $5,000 non-refundable processing fee.

b. Cost Basis and Certification:

The Owner certifies that it shall incur at least 10 percent of the reasonably expected basis (10% test) of the Development on or before April 30, 2022. The Owner shall indicate below whether it chooses to provide evidence that the 10% test has been met upon the initial submission of this Agreement or by April 30, 2022.

The Owner represents that its reasonably expected basis in the development (land and depreciable basis) as of December 31, 2023 is $ 20,245,490.00, such that for purposes of the 10% test, it must have a basis in the Development (land and depreciable basis) of at least $ 2,024,549.00 on or before April 30, 2022.

Cost Basis and Certification Election:

Owner shall initial only one of the following:

I elect to meet the 10% test requirement,

____ upon the initial submission of this Agreement
or
____ on or before April 30, 2022

In choosing this election, the Owner agrees to provide an updated Exhibit D as evidence of meeting the 10% requirement. This will be a supplement to the original Carryover Allocation Agreement without amending the original document. If you are unable to meet the deadline, you may request a one-time extension to Florida Housing on or before 5:00 pm, April 30, 2022. Provided that an extension is granted, there will be a $5,000 non-refundable processing fee.

The Owner shall submit the properly completed and executed **Exhibit D** as evidence that it has or has not met the 10% test requirement.

Florida Housing's acceptance of any certification with respect to meeting the 10% test requirement, does not constitute a representation as to the satisfaction of the requirements under Section 42(h)(1)(E) of the Code as binding on the part of the Internal Revenue Service.

6 The Owner acknowledges that all qualified buildings within the Development shall be placed in service on or before December 31, 2023. The final tax credit determination by Florida Housing cannot be made until such time as all buildings are placed in-service and the required Final Cost Certification has been submitted and approved by Florida Housing. Florida Housing shall not issue any partial final allocations.

7 The Owner acknowledges and agrees to submit to Florida Housing, in accordance with Rule Chapter 67-48, Florida Administrative Code: (i) the completed and required Progress Report Form Q/M Report evidencing the progress of the Development by the 15th day of the month following the end of each calendar quarter, and (ii) the completed and required Final Cost Certification documents by the date that is 90 calendar days after all the buildings in the Development have been placed in service, unless an extension is granted. If a Progress Report extension is granted by Florida Housing, a non-refundable processing fee of $500 shall be charged to the Owner. If a Final Cost Certification extension is granted by Florida Housing, a non-refundable processing fee of $1,000 shall be charged to the Owner.

In addition, the Owner acknowledges and agrees to commence construction on or before July 31, 2022. As proof thereof the Owner shall deliver to Florida Housing, on or before July 31, 2022, a copy of the recorded Notice of Commencement from the Official Records of the applicable jurisdiction(s) relative to the subject Development. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of $10,000 shall be charged to the Owner.

The Credit Underwriting Report must be submitted no later than July 31, 2022. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of $5,000 shall be charged to the Owner.

Florida Housing will require the Owner to acknowledge and agree to close its tax credit partnership on or before July 31, 2022. As proof thereof, the Owner shall deliver to Florida Housing, on or before July 31, 2022, a copy of its closed and executed partnership agreement. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of $10,000 shall be charged to the Owner.

In the event the Owner fails to comply with the above requirements, the Housing Credits allocated within this Agreement shall be deemed returned to Florida Housing pursuant to Section 42 (h)(3)(C) of the Code. Florida Housing, in its sole and absolute discretion, may extend the time for compliance with these requirements upon receipt of a written request from the Owner and if Florida Housing determines that the Owner is making a diligent effort to comply.

8 A non-refundable administrative fee that is stated in the Preliminary Allocation Certificate must be paid to Florida Housing Finance Corporation by October 8, 2021. In the event the Owner fails to pay the above-referenced administrative fee on or before 5:00 pm, October 8, 2021, the Housing Credits allocated within this Agreement shall be deemed returned to Florida Housing pursuant to Section 42 (h)(3)(C) of the Code.

9 Pursuant to Rule Chapter 67-53, the Owner shall coordinate with the Development's assigned servicer, **Seltzer Management Group, Inc.**, to have at least four on-site construction inspections at the Owner's expense. The Owner shall insure that these inspections are conducted at different intervals during the construction period with one of the inspections conducted prior to the Development being 15% complete and one inspection conducted at construction completion.

10 The Owner acknowledges and agrees that Florida Housing shall further evaluate the Development, pursuant to Section 42(m)(2) of the Code for a final housing credit allocation determination upon Final Cost Certification, when all buildings in the Development are placed in service.

The Owner further acknowledges and agrees that, if the carryover housing credit allocation dollar amount, set forth in paragraph 3 of this Agreement, exceeds the amount for which the Development is determined by Florida Housing to be finally eligible, pursuant to Section 42(m)(2) of the Code, the amount of any such excess shall be returned to and recovered by Florida Housing pursuant to Section 42(h)(3)(C) of the Code for reallocation as per the 2020 Qualified Allocation Plan.

11 Upon the Owner's written notification to Florida Housing that the last building in the Development is placed in service, Florida Housing's receipt of evidence that all contingency items identified in the Credit Underwriting Report and this Agreement have been satisfied, and acceptance by Florida Housing of the Final Cost Certification documents which include but are not limited to:

- the Final Cost Certification
- the monitoring fee
- documentation of the place-in-service date
- a copy of the Syndication Agreement disclosing the rate and all terms
- the required certified public accountant opinion letter
- an unmodified audit report prepared by an independent certified public accountant
- photographs of the completed development
- executed Extended Low-Income Housing Agreement
- IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries if requested by the Corporation

Florida Housing shall issue an Internal Revenue Service Form 8609 for each building, in accordance with the applicable federal law governing Housing Credit allocation under Section 42 of the Code and Florida Housing program rules. The Extended Low-Income Housing Agreement, with respect to the Development, shall, incorporate the terms, conditions, and obligations undertaken by the Owner pursuant to paragraph 4 of this Agreement.

12 This Agreement does not in any way constitute a representation, warranty, guaranty, advice, or suggestion by Florida Housing as to the qualification of the Development for Housing Credits, or the financial feasibility, or viability of the Development. The Agreement shall not be relied on as such by any owner, developer, investor, tenant, lender or other person or entity for any reason.

If and to the extent that the allocation made pursuant to this Agreement is determined to be invalid, due to an error made by Florida Housing in determining its Housing Credit dollar amount for calendar year 2021, this Agreement shall be deemed to constitute a binding commitment on behalf of Florida Housing to allocate an equal amount of Housing Credits from its future Housing Credit Allocation Authority to the extent allowed by Section 42 of the Code. Such binding commitment shall, in all respects, be subject to the terms and conditions of this Agreement.

13 The Owner acknowledges and agrees to notify Florida Housing, in writing, in the event of a sale, transfer, or change in ownership of the Development in accordance with Rule Chapter 67-48, Florida Administrative Code.

14 Amendments to this document may be made by Florida Housing only upon written request from the Owner and as Florida Housing deems necessary.

15 The date of this Agreement is the date it is executed on behalf of Florida Housing as shown on the execution page hereto.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGES TO FOLLOW)

--OWNER--

Acknowledged, agreed and accepted:

Owner: HTG Orchid Lake, Ltd.

By: _____
Signature

Matthew A. Rieger
Typed or Printed Name

Title: Manager of Special Limited Partner

Address: 3225 Aviation Ave, 6th Floor
Coconut Grove, FL 33133

Date: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of October, 2021 by MATTHEW A. RIEGER who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public State of Florida
Cecilia A Pequet
My Commission HH 073590
Expires 12/ /2024

Cecilia A Pequet
Notary Public

CECILIA A PEQUET
Name typed, printed or stamped

My Commission Expires: 12.17.2024

--FLORIDA HOUSING--

FLORIDA HOUSING FINANCE CORPORATION
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

By its execution of this Agreement, and based on the foregoing representations and obligations, Florida Housing issues to the Owner a Carryover Allocation of 2021 housing credits pursuant to Section 42(h)(1)(E) and (F) of the Internal Revenue Code, as amended, subject to the conditions elsewhere in this Agreement. FLORIDA HOUSING HAS RELIED UPON INFORMATION SUBMITTED TO IT BY THE DEVELOPMENT OWNER IN ISSUING THIS CARRYOVER ALLOCATION. FLORIDA HOUSING MAKES NO REPRESENTATIONS OR GUARANTEES THAT THE OWNER IS ELIGIBLE TO RECEIVE THE CREDIT STATED HEREIN. THE INTERNAL REVENUE SERVICE DETERMINES TAXPAYER ELIGIBILITY.

Marisa G. Button, Managing Director of Multifamily Programs

Date: 10/7/2021

Florida Housing Tax Identification Number: 59-3451366

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of October, 2021, by Marisa G. Button, Managing Director of Multifamily Programs of the FLORIDA HOUSING FINANCE CORPORATION, a public corporation,on behalf of the corporation. She is personally known to me.

[Notary Seal]

DONNA R. PHILLIPS
Notary Public - State of Florida
Commission # HH 019659
My Comm. Expires Jul 27, 2024
Bonded through National Notary Assn.

Notary Public

Donna R. Phillips

Name typed, printed or stamped

My Commission Expires:_____

EXHIBIT A

BUILDING BY BUILDING BREAKDOWN

PROJECT NAME: Orchid Lake FILE NUMBER: 2021-293CSN
PROJECT ADDRESS: Michigan Ave, Michigan Ave and Cocoa Lakes Drive
CITY, STATE, ZIP: Cocoa FL

BIN NUMBER (FHFC PROVIDES)	INDIVIDUAL BUILDING ADDRESS AND ZIP CODE OR SITE DESCRIPTION (AS APPLICABLE)		Expected PIS Date
FL21-29301	Michigan Ave, Michigan Ave and Cocoa Lakes Drive, Building 1		12/31/2023
FL21-29302	Michigan Ave, Michigan Ave and Cocoa Lakes Drive, Building 2		12/31/2023
FL21-29303	Michigan Ave, Michigan Ave and Cocoa Lakes Drive, Building 3		12/31/2023
FL21-29304	Michigan Ave, Michigan Ave and Cocoa Lakes Drive, Building 4		12/31/2023

ALTHOUGH CARRYOVER ALLOCATIONS ARE PROJECT-BASED, THIS BREAKDOWN IS REQUIRED FOR THE ASSIGNMENT OF BIN NUMBERS. THE PER-BUILDING CREDIT ALLOCATION IS NOT BINDING AT THE TIME OF FINAL ALLOCATION.

EXHIBIT "B"
RFA 2021-103
(ORCHID LAKE / #2021-293CSN)
DESCRIPTION OF FEATURES AND AMENITIES

The Development will consist of:

90 units located in 4 garden apartment buildings.

Unit Mix:

Thirty-six (36) one bedroom/one bath units;

Thirty-seven (37) two bedroom/two bath units; and

Seventeen (17) three bedroom/two bath units.

90 Total Units

All units are expected to meet all requirements as outlined below. If the proposed Development consists of rehabilitation, the proposed Development's ability to provide all construction features will be confirmed as outlined in Exhibit F of the RFA. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

All features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.

a. Federal Requirements and State Building Code Requirements for all Developments

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Section 504 of the Rehabilitation Act of 1973*; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

*Section 504 of the Rehabilitation Act of 1973 requirements are met through the Applicant's commitment to meet either the Level 1 or Level 2 requirements described in c. below.

*All Developments must comply with Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 ("Section 504 and its related regulations"). All Developments must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments.

EXHIBIT "B"
RFA 2021-103
(ORCHID LAKE / #2021-293CSN)
DESCRIPTION OF FEATURES AND AMENITIES

To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Corporation funding program to the same extent as if the Development were subject to Section 504 and its related regulations in all respects. To that end, all Corporation funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all Developments.

b. General Features

The Development will provide the following General Features:

- Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in accessibility in each unit.
- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:

    - There must be a minimum of one Energy Star certified washer and one Energy Star certified or commercial grade dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number;
    - At least one washing machine and one dryer shall be front loading that meets the accessibility standards of Section 504; and
    - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.
- At least two full bathrooms in all 3 bedroom or larger new construction units.
- Full-size range and oven must be incorporated in all units.
- A Community Building/dedicated space that includes:
    - At least one private office space with a door for resident purposes such as meeting with case managers and/or counselors and;
    - At least one enclosed training room with a door to conduct group training and educational activities for residents.

  NOTE: If the Development meets the definition of Scattered Sites, the Community Building/dedicated space must be located on the site with the most units.

c. Required Accessibility Features, regardless of the age of the Development

EXHIBIT "B"
RFA 2021-103
(ORCHID LAKE / #2021-293CSN)
DESCRIPTION OF FEATURES AND AMENITIES

Federal and state law and building code regulations requires that programs, activities, and facilities be readily accessible to and usable by persons with disabilities. Florida Housing requires that the design, construction, or alteration of its financed Developments be in compliance with federal and state accessibility requirements. When more than one law and accessibility standard applies, the Applicant shall comply with the standard (2010 ADA Standards, Section 504, Fair Housing Act, or Florida Building Code, Accessibility) which affords the greater level of accessibility for the residents and visitors. Areas required to be made accessible to mobility-impaired residents and their visitors, including those in wheelchairs, shall include, but not be limited to, accessible routes and entrances, paths of travel, primary function areas, parking, trash bins, mail and package receiving areas for residents, pool and other amenities, including paths of travel to amenities and laundry rooms, including washers and dryers.

Level 1 Accessibility Requirements

(i) Set aside a minimum of 15 percent of the total units, rounded up, as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design, regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. These fully accessible units must (A) be on an accessible route and provide mobility features that comply with the residential dwelling units provision of the 2010 ADA Standards for Accessible Design*; and (B) be equally distributed among different unit sizes and Development types and must be dispersed on all accessible routes throughout the Development; and

(ii) Set aside at least an additional 5 percent of the total units to be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design,* regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. The units that are accessible to persons with visual and hearing impairments shall comply with the communication features described for Residential Dwelling units with Communication Features in the 2010 ADA Standards for Accessible Design.

d. Required Green Building Features in all Developments

(1) All units and, as applicable, all common areas must have the features listed below:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.28 gallons/flush or less,
  - Urinals: 0.5 gallons/flush,
  - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
  - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;
- Water heater minimum efficiency specifications:

- Residential Electric:
  - Up to 55 gallons = 0.95 EF or 0.92 UEF; or
  - More than 55 gallons = Energy Star certified; or
  - Tankless = 0.97 EF and Max GPM of ≥ 2.5 over a 77◦ rise or 0.87 UEF and GPM of ≥ 2.9 over a 67◦ rise;
- Residential Gas (storage or tankless/instantaneous): Energy Star certified,
- Commercial Gas Water Heater: Energy Star certified;

- Energy Star certified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning (in-unit or commercial):
  - Air-Source Heat Pumps – Energy Star certified:
    - ≥ 8.5 HSPF/ ≥15 SEER/ ≥12.5 EER for split systems
    - ≥ 8.2 HSPF ≥15 SEER/ ≥12 EER for single package equipment including gas/electric package units
  - Central Air Conditioners – Energy Star certified:
    - ≥15 SEER/ ≥12.5 EER* for split systems
    - ≥15 SEER/ ≥12 EER* for single package equipment including gas/electric package units.

  NOTE: Window air conditioners and portable air conditioners are not allowed. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (PTHPs) are allowed in studio and 1 bedroom units.

(2) In addition to the required Green Building features outlined in (1) above, this New Construction Development commits to achieve the following Green Building Certification program:

_____ Leadership in Energy and Environmental Design (LEED);

_____ Florida Green Building Coalition (FGBC);

_____ Enterprise Green Communities; or

___X___ ICC 700 National Green Building Standard (NGBS)

e. Resident Community-Based Services Coordination:

The provision of community-based services coordination will be the responsibility of the Applicant, but may be in conjunction with public and/or private partnerships as approved by the Corporation in credit underwriting. All proposed Developments will be required to assist interested residents with the coordination of their community-based services. The purpose is to assist each resident to become aware of, access and/or maintain adequate and appropriate community-based services and resources. It is not the intent for this resident service to take the place of services coordination already provided for a resident by a program and/or agency as part of their supportive services plan. The focus shall be to assist residents not receiving community-based services coordination by another program and/or agency, as well as to assist those residents who need additional assistance with coordination of community-based services.

EXHIBIT “B”
RFA 2021-103
(ORCHID LAKE / #2021-293CSN)
DESCRIPTION OF FEATURES AND AMENITIES

The approved provider of this service must have a minimum of three years’ experience administering and providing supportive services including outreach, information and referral services, benefits counseling, community-based services planning and coordination, and/or other related supportive services. Such experience must demonstrate that the supportive services listed above have been oriented to the needs and preferences of each intended resident in assisting them to access services related to health care, independent activities of daily living, employment, income and housing. The provider of this resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing and experience in serving the intended residents described in question 2.b. of Exhibit A of the RFA.

Community-based services coordination shall be offered and made available on-site and at no charge to the residents initially and regularly, and resident participation shall be voluntary. If the proposed Development consists of Scattered Sites, the community-based services coordination shall be equally available to residents of each unit on each Scattered Site. Resident participation shall not be a requirement for new or continued residency. The Applicant shall commit to submit a Resident Community-Based Service Coordination Plan at credit underwriting. The Resident Community-Based Service Coordination Plan shall adhere to guidelines developed by the Corporation, in conjunction with state agencies, or their designee(s), that administer publicly funded supportive services for the intended residents.

Property management and resident community-based services coordination should not be the responsibility of the same staff persons; the functions must be entirely separate.

Exhibit C
Legal Description
(Please attach a legal description of the property)

DEVELOPMENT NAME: Orchid Lake
FILE NUMBER: 2021-293CSN

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at a Florida Department of Transportation Marker monumenting the Northwest corner of said Section 20, and run S. 00 degrees 12'00"E., along the West line of said Section, a distance of 524.59 feet to a point on the Westerly extension of the Southerly Right of Way line of Michigan Avenue (a 100 foot wide right of way): thence N. 72 degrees 46'50"E., along said Westerly extension and along said Southerly right of way line, a distance of 298.05 feet to the Point of Beginning: Thence continue N. 72 degrees 46'50"E., along said right of way line, a distance of 614.11 feet to a point on the West Right of Way line of University Lane (a 60 foot wide right of way); thence S. 00 degrees 11'08"E., along said West right of way line, a distance of 551.38 feet to the point of curvature of a 230.00 foot radius curve to the left; thence Southerly along the arc of said curve and along said right of way line, thru a central angle of 13 degrees 37'53", a distance of 54.72 feet to the Northeast corner of "College Oaks Condominium", Phases I and 11, recorded in O.R. 2411, page 880 and O.R. 2424, page 1345 of the public records of Brevard County, Florida; thence S. 89 degrees 48'00"W., along the North line of said "College Oaks Condominium" Phases I and II, a distance of 338.54 feet to the Northwest corner thereof; thence S. 00 degrees 12'00"E., along the West line thereof, a distance of 249.00 feet to the Northeast corner of lands described in O.R. 1555, page 558 of said public records; thence S. 89 degrees 48'00"W., along the North line of said lands, a distance of 100.00 feet to the Northwest corner thereof.; thence S. 00 degrees 12'00"E., along the West line of said lands, a distance of 100.00 feet to the Southwest corner of lands described in O.R. 1555, page 558, said point lying 1.00 foot north, by right angle measurement, of the North right of way line of University Lane (a 60 foot wide right of way); thence S. 89 degrees 48'00"W., parallel with and 1.00 foot distant North from said North right of way line, a distance of 29.00 feet; thence N. 00 degrees 12'00"W., a distance of 387.00 feet to the Northeast corner of lands described in O.R. 4259, page 2968; thence S. 89 degrees 48'00"W., a distance of 121.00 feet to a point on the East line of lands described in O.R. 3395, page 3787 of said public records; thence N. 00 degrees 12'00"W., along said East line, a distance of 113.00 feet to the Northeast corner of said lands; thence S. 89 degrees 48'00"W., along the North line of said lands, a distance of 5.00 feet to the Southeast corner of lands described in O.R. 2862, page 2913 of said public records; thence N. 00 degrees 12'00"W., along the East line of said lands, a distance of 274.84 feet to the Point of Beginning.

EXHIBIT D, Page 1

COST BASIS DOCUMENT

DEVELOPMENT NAME: Orchid Lake

FILE NUMBER: 2021-293CSN

(TO BE COMPLETED BY THE OWNER'S CPA OR ATTORNEY)	TOTAL ESTIMATED DEVELOPMENT COST	REASONABLY EXPECTED BASIS*	CURRENT BASIS
SOURCES			
Investor's Capital Contribution (Syndication Proceeds)	$ 15,468,453.00		
First Mortgage	142,531.00		
Second Mortgage	4,751,050.00		
Grants	556,500.00		
Owner's Contribution			
Other:	412,316.00		
Total Sources:	21,330,850.00		
USES			
Building or Land Acquisition			
Land	$ 1,550,000.00	$ 1,550,000.00	$ 10,000.00
Building			
Legal - Acquisition			
Building Rehab. or New Constr.			
Hard Costs	$ 11,617,500.00	$ 11,510,293.87	
Construction Period Interest	$ 531,862.50	$ 266,736.45	
Demolition			
Site Work	$ 1,500,000.00	$ 1,500,000.00	
Legal	$ 275,000.00	$ 54,394.00	$ 4,133.75
Accounting	$ 30,000.00	$ 22,500.00	
Architectural & Engineering	$ 467,000.00	$ 467,000.00	$ 1,800.00
Surveying	$ 25,000.00	$ 25,000.00	$ 30,465.00
Environmental	$ 10,000.00	$ 10,000.00	$ 11,000.00
Appraisal	$ 10,000.00	$ 10,000.00	
Tax Credit Fees	$ 114,345.00	$ -	
Developer Fee	$ 3,409,000.00	$ 3,409,000.00	
Syndication Expenses			
Construction Loan Fees	$ 86,250.00	$ 86,250.00	
Other:	$ 1,419,551.50	$ 1,048,974.68	
TAXES & INSURANCE	$ 285,341.00	$ 285,341.00	$ -
Total Uses:	$ 21,330,850.00	$ 20,245,490.00	$ 57,398.75

SUMMARY

Current Basis:	$ 57,398.75
Reasonably Expected Basis:	$ 20,245,490.00
Percentage Complete:	0.28%

CPA/ATTORNEY SIGNATURE

10/4/2021 (DATE)

305-860-8188 (TELEPHONE)

This form may be signed by the Applicant or designee if submitting as evidence of NOT meeting the 10% test.

*These figures are estimates for computation purposes only. For purposes of the Carryover Allocation Agreement, "reasonably expected basis" pursuant to Section 42(h)(1)(E)(ii) need not be the same as eligible basis and is computed for an entire project, rather than building-by-building.

EXHIBIT D, Page 2
COST BASIS CERTIFICATION

I certify that I have examined all eligible costs incurred, as listed on the Cost Basis Document, with respect to Orchid Lake. Based on this examination, it is my belief that HTG Orchid Lake, Ltd. has incurred more than 10 percent of its reasonably expected basis in Orchid Lake pursuant to Section 42(h)(1)(E)(ii) of the Internal Revenue Code.

_____ _____

Signature Date

_____

Print or Type Name of Certified Public Accountant or Attorney

_____

Address

_____

Telephone Number

EXHIBIT E

EXPLANATION OF CHANGES

Development Name: Orchid Lake
File Number: 2021-293CSN

If there are any changes in the project information from that submitted with the application, provide a detailed explanation/justification for the changes. These changes MUST be reviewed and approved by the Agency prior to execution of this Agreement.

Check those items that have changed and explain changes in the spaces provided below.
Attach supporting documentation as needed.

- [ ] Taxpayer Federal Identification Number
- [ ] Project Address
- [ ] Number of Units:
- [x] Number of Buildings
- [ ] Set-Aside Elections
- [ ] Extended Use Period
- [ ] Project Amenities
- [ ] Tenant Programs
- [x] Other: Unit Mix Change

Explanation of Changes: The number of buildings has been changed to four (4).
The unit mix has been revised as follows:

One Bedroom (1) One (1) Bath - 36
Two (2) Bedroom (2) Bath - 37
Three (3) Bedroom (2) Bath - 17

The changes to the unit mix and number of buildings were done for increased efficiencies in site planning.

EXHIBIT F

MULTIPHASE PROJECT

Development Name: Orchid Lake
File Number: 2021-293CSN

If the Development is classified as a Development located in a HUD-designated DDA and/or QCT, and it is the first phase of a multiphase project, as defined by HUD in the applicable DDA/QCT regulations, for purposes of Section 42(d)(5) of the Code, the DDA or QCT status of the site that applies for all phases is that which applied when the building(s) in the first phase were placed in service.

Multiphase Project Description:

Total number of phases and the projected development names of each phase in the project:

Three Phases total.
Name of Phase I - Orchid Lake
Name of Phase II - Orchid Lake Phase II
Name of Phase III - Orchid Lake Phase III

Total number of buildings in each phase:

First Phase: Orchid Lake; anticipated to be 4 residential buildings
Second Phase: Orchid Lake Phase II; anticipated to be 1 residential building
Third Phase: Orchid Lake Phase III; anticipated to be 5 residential buildings

Expected date each phase is to be completed:

First Phase: by March 31, 2023
Second Phase: by January 31, 2025
Third Phase: by January 31, 2026

A description of each phase's location (legal description) and projected zip code:

Phase I

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE MOST NORTHERLY CORNER OF LOT 1 AS SHOWN ON THE PLAT OF COCOA HILLS AS RECORDED IN PLAT BOOK 11, PAGE 38, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N30°31'40"W ALONG THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD A DISTANCE OF 2,171.49 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S89°48'39"W A DISTANCE OF 645.56 FEET TO A POINT ON A CIRCULAR CURVE WHICH IS CONCAVE WESTERLY AND HAS A RADIUS POINT WHICH BEARS S58°29'26"W AT A DISTANCE OF 6,496.75 FEET THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°52'30" AN ARC DISTANCE OF 779.56 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE WHICH IS CONCAVE SOUTHERLY, HAVING A RADIUS OF 386.81 FEET, A CENTRAL ANGLE OF 51°31'06" AND A CHORD BEARING N64°08'36"W, AN ARC DISTANCE OF 347.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY AND NORTHERLY ALONG A CURVE WHICH IS CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 161.00 FEET AND A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 252.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE, BEING A POINT ON THE EAST R/W LINE OF COCOA LAKES BLVD. AS DESCRIBED IN OFFICIAL RECORDS BOOK 2414, PAGE 1995, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N0°05'51"E ALONG SAID EAST R/W LINE A DISTANCE OF 265.26 FEET TO THE SOUTH R/W LINE OF MICHIGAN AVENUE; THENCE N87°47'22"E ALONG SAID SOUTH R/W LINE OF MICHIGAN AVENUE A DISTANCE OF 401.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 766.20 FEET AND A CENTRAL ANGLE OF 21°29'29"; THENCE EASTERLY ALONG SAID CURVE AN ARC A DISTANCE OF 287.40 FEET TO THE NORTH LINE OF THE NE1/4 OF THE NW1/4 OF AFORESAID SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST; THENCE S89°48'55"E ALONG SAID NORTH LINE A DISTANCE OF 114.74 FEET TO THE WESTERLY R/W LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE S30°31'40" E ALONG SAID WESTERLY R/W LINE A DISTANCE OF 1,496.22 FEET TO THE POINT OF BEGINNING.

Phase 2

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF LOT 19 AS SHOWN ON THE PLAT OF COCOA HILLS AS RECORDED IN PLAT BOOK 11, PAGE 38, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N89°34'10"W ALONG THE NORTH LINE OF LOTS 20 THROUGH 23 AND LOT 117 OF SAID PLAT OF COCOA HILLS A DISTANCE OF 385.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N89°34'10"W A DISTANCE OF 337.87 FEET TO THE SOUTHEAST CORNER OF A CONSERVATION EASEMENT AS DESCRIBED IN OR BOOK 2627, PAGE 1811, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N10°40'49"W ALONG THE EAST LINE OF SAID CONSERVATION EASEMENT A DISTANCE OF 813.10 FEET; THENCE N89°18'02"W ALONG THE NORTH LINE OF AFORESAID CONSERVATION EASEMENT A DISTANCE OF 450.00 FEET TO THE NORTHWEST CORNER OF AFORESAID CONSERVATION EASEMENT THENCE S0°02'54"E A DISTANCE OF 133.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 20, PINERIDGE, UNIT 4, AS RECORDED IN PLAT BOOK 13, PAGE 23, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°53'05"W ALONG THE NORTH LINE OF LOTS 1 AND 2, BLOCK 20 OF SAID PLAT A DISTANCE OF 150.10 FEET; THENCE N21°08'05"W ALONG THE EASTERLY BOUNDARY OF SAID PLAT A DISTANCE OF 698.18 FEET; THENCE N14°48'15"W ALONG THE EAST BOUNDARY OF AFORESAID PLAT AND ALONG THE EAST BOUNDARY OF PROPERTY DESCRIBED IN OR BOOK 172, PAGE 220, A DISTANCE OF 589.34 FEET; THENCE N32°06'55"W A DISTANCE OF 471.00 FEET; THENCE N89°53'55"W A DISTANCE OF 539.37 FEET TO THE WEST LINE OF PROPERTY DESCRIBED IN OR BOOK 3058, PAGE 2719; THENCE N0°05'31"E ALONG SAID WEST LINE A DISTANCE OF 562.17 FEET; THENCE S89°52'26"E ALONG THE SOUTH LINE OF PROPERTY DESCRIBED IN OR BOOK 2379, PAGE 2696, A DISTANCE OF 610.00 FEET; THENCE N0°05'51"E A DISTANCE OF 500.00 FEET TO THE SOUTHEAST CORNER OF THE COCOA LAKES BOULEVARD R.W AS DESCRIBED IN OFFICIAL RECORDS BOOK 2414, PAGE 1995; THENCE SOUTHEASTERLY ALONG A CURVE WHICH IS CONCAVE SOUTHERLY, HAVING A RADIUS OF 339.38 FEET A CENTRAL ANGLE OF 51°54'22" AND A CHORD BEARING S63°56'58"E, AN ARCH DISTANCE OF 307.46 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE WHICH IS CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6,416.75 FEET, A CENTRAL ANGLE OF 6°56'57" AND A CHORD BEARING S34°31'19"E, AN ARC DISTANCE OF 778.26 FEET; THENCE S19°25'44"E A DISTANCE OF 536.12 FEET; THENCE S22°24'33"E DISTANCE OF 616.59 FEET; THENCE S9°16'53"E A DISTANCE OF 598.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF 25°42'45"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 170.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S34°59'38"E A DISTANCE OF 105.49 FEET; THENCE S89°33'55"E A DISTANCE OF 8.14 FEET; THENCE S34°59'38"E A DISTANCE OF 474.25 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET AND A CENTRAL ANGLE OF 35°05'12"; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 162.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S0°05'34"W A DISTANCE OF 131.69 FEET TO THE POINT OF BEGINNING.

Phase 3

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at a Florida Department of Transportation Marker monumenting the Northwest corner of said Section 20, and run S. 00 degrees 12'00"E., along the West line of said Section, a distance of 524.59 feet to a point on the Westerly extension of the Southerly Right of Way line of Michigan Avenue (a 100 foot wide right of way); thence N. 72 degrees 46'50"E., along said Westerly extension and along said Southerly right of way line, a distance of 298.05 feet to the Point of Beginning; Thence continue N. 72 degrees 46'50"E., along said right of way line, a distance of 614.11 feet to a point on the West Right of Way line of University Lane (a 60 foot wide right of way); thence S. 00 degrees 11'08"E., along said West right of way line, a distance of 551.38 feet to the point of curvature of a 230.00 foot radius curve to the left; thence Southerly along the arc of said curve and along said right of way line, thru a central angle of 13 degrees 37'53", a distance of 54.72 feet to the Northeast corner of "College Oaks Condominium", Phases I and II, recorded in O.R. 2411, page 880 and O.R. 2424, page 1345 of the public records of Brevard County, Florida; thence S. 89 degrees 48'00"W., along the North line of said "College Oaks Condominium" Phases I and II, a distance of 338.54 feet to the Northwest corner thereof; thence S. 00 degrees 12'00"E., along the West line thereof, a distance of 249.00 feet to the Northeast corner of lands described in O.R. 1555, page 558 of said public records; thence S. 89 degrees 48'00"W., along the North line of said lands, a distance of 100.00 feet to the Northwest corner thereof.; thence S. 00 degrees 12'00"E., along the West line of said lands, a distance of 100.00 feet to the Southwest corner of lands described in O.R. 1555, page 558, said point lying 1.00 foot north, by right angle measurement, of the North right of way line of University Lane (a 60 foot wide right of way); thence S. 89 degrees 48'00"W., parallel with and 1.00 foot distant North from said North right of way line, a distance of 29.00 feet; thence N. 00 degrees 12'00"W., a distance of 387.00 feet to the Northeast corner of lands described in O.R. 4259, page 2968; thence S. 89 degrees 48'00"W., a distance of 121.00 feet to a point on the East line of lands described in O.R. 3395, page 3787 of said public records; thence N. 00 degrees 12'00"W., along said East line, a distance of 113.00 feet to the Northeast corner of said lands; thence S. 89 degrees 48'00"W., along the North line of said lands, a distance of 5.00 feet to the Southeast corner of lands described in O.R. 2862, page 2913 of said public records; thence N. 00 degrees 12'00"W., along the East line of said lands, a distance of 274.84 feet to the Point of Beginning.

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AFFIDAVIT CERTIFYING SITE CONTROL AND DEVELOPMENT LOCATION POINT

Orchid Lake
2021-293CSN

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared Matthew A. Rieger ("Affiant"), who being by me first duly sworn, on oath, says:

1. That this Affidavit is given on the personal knowledge of Affiant.

2. That Affiant is the Manager of Special Limited Partner of HTG Orchid Lake, Ltd., a Florida limited partnership (the "Applicant"), and is authorized to make this Affidavit on behalf of the applicant entity of Request for Applications 2021-103 / 2021-293CSN (the "Application").

3. Affiant certifies that the site for the development has not changed from that as submitted in the Application, or if it has changed such change will not have affected the scoring of the affiant's original application.

4. Affiant further certifies that the Development Location Point as defined in Rule Chapter 67-48, F.A.C. and as stated within the Application remains the same.

Dated as of this 6th day of October 2021.

Name: Matthew A. Rieger, individually, Affiant

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of October, 2021 by _____ who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public State of Florida
Cecilia A Pecquet
My Commission HH 073590
Expires 12/17/2024

Cecilia A. Pecquet
Notary Public
CECILIA A. PECQUET
Name typed printed or stamped

My Commission Expires: 12.17.2024

Ron DeSantis, Governor

Board of Directors: Ron Lieberman, Chair • LaTasha Green-Cobb, Vice Chair
Ryan Benson • Dane Eagle • Sandra Einhorn • Marlo Facella • Bill Gulliford • Dev Motwani • Holly Raschein

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GROSS RENT FLOOR ELECTION

In accordance with Revenue Procedure 94-57, the Internal Revenue Service will treat the Gross Rent Floor in Section 42(g)(2)(A) as taking effect on the date the Corporation initially allocates* housing credits to the building. However, the IRS will treat the Gross Rent Floor as taking effect on the building's placed-in-service date IF the owner designates that date instead and so informs the Corporation prior to the placed-in-service date of the building.

THIS IS A ONE-TIME ONLY, IRREVOCABLE ELECTION.

The undersigned owner hereby makes the following election with respect to the Gross Rent Floor Effective Date for each building in the project designated below:

- [X] **On date of initial allocation (or determination)**
- [ ] **On placed-in-service date**

*** If the proposed project is tax-exempt bond financed (as defined by the IRC), the IRS will treat the gross rent floor as taking effect on the date the Corporation initially issues a determination letter unless the owner designates that the placed-in-service date should be used.**

Owner Signature	10.6.21 Date	Orchid Lake Project Name
Matthew A. Rieger Owner Name (Print or Type)		2021-293CSN Project Number

THIS ELECTION MUST BE RECEIVED BY THE CORPORATION PRIOR TO THE PLACED-IN-SERVICE DATE OF ANY BUILDING IN THE PROJECT.

RECEIVED BY THE FLORIDA HOUSING FINANCE CORPORATION
(Date Stamp):

RECEIVED
By Kristin Peters at 2:59 pm, Oct 07, 2021

Ron DeSantis, Governor

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M E M O R A N D U M

TO: 2021 Carryover Allocation Agreement Recipient

FROM: Marisa G. Button, Managing Director of Multifamily Programs

DATE: October 1, 2021

RE: Taxpayer Election of Applicable Percentage

Pursuant to Section 42(b)(2)(A)(ii) of the Internal Revenue Code, a taxpayer may make an **IRREVOCABLE** election to lock-in the applicable percentage rate at the time a Carryover Allocation Agreement for tax credits is issued.

In order to lock-in the rate for the month of:	All documentation must be submitted by 5:00 PM on:
October 2021	November 05, 2021

If the deadlines listed above are not met, Florida Housing may not be able to complete the paperwork necessary to secure your election.

If the Owner makes no election, the applicable percentage for a building shall be that for the month in which the particular building is placed in service.

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TAXPAYER ELECTION OF APPLICABLE PERCENTAGE

The "Owner" HTG Orchid Lake, Ltd.
The "Project" Orchid Lake/2021-293CSN

Pursuant to Section 42(b)(1)(A)(ii) of the Internal Revenue Code (the "Code"), the Owner and the Florida Housing Finance Corporation ("Florida Housing") hereby enter into an agreement as to the housing credit amount allocated to the Project. This agreement represents an **irrevocable** election by the Owner to accept the credit rate chosen below and is dependent upon the issuance of a binding commitment for the allocation of housing credits from Florida Housing. The requirements of this action are set forth in Section 42(b)(1)(A)(ii) of the Code and are not those of Florida Housing or the State of Florida.

CHOOSE EITHER OF THE FOLLOWING:

[X] If this box is checked, the Owner hereby irrevocably elects, pursuant to Section 42(b)(1)(A)(ii)(I) of the Code, to fix the applicable credit percentage(s) for each building in the development as the percentage(s) prescribed by the Secretary of the Treasury for the month of October, 2021, which is the month of the Carryover Allocation Agreement. Florida Housing and the Owner acknowledge that this agreement constitutes an agreement binding upon Florida Housing, the Owner and all successors in interest to the Owner as owners of the Development as the allocation of 2021 Housing Credit authority to the building(s) in the Development, subject to compliance by the Owner with the requirements of Section 42 of the Code and the additional requirements, if any, of Florida Housing.

The undersigned hereby elects to accept the credit rate of 9% (70% present value credit) or 4% (30% present value credit) applicable only to the below identified development and building(s), as set forth in the Carryover Allocation Agreement of October, 2021.

-OR-

[ ] If this box is checked, the Owner makes no election pursuant to Section 42(b)(1)(A)(ii) of the Code, and accordingly, the applicable percentage for a building shall be that for the month in which the particular building is placed in service pursuant to Section 42(b)(1)(A)(i) of the Code.

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Harold "Trey" Price, Executive Director

BY: _____ 10.6.21
Signature of Owner Date

Matthew A. Rieger
Name (Type or Print)

Manager of Special Limited Partner
Title

Development Name: Orchid Lake
Development Number: 2021-293CSN
Type of Building(s): New Construction

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 6th day of October, 2021 by MATTHEW RIEGER who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public State of Florida
Cecilia A Pecquet
My Commission HH 073590
Expires 12/17/2024

Cecilia A. Pecquet
Notary Public

CECILIA A. PECQUET
Name typed, printed or stamped

My Commission Expires: 12.17.2024

Received and Accepted: _____ Date 10/7/2021
Marisa G. Button, Managing Director of Multifamily Programs
Florida Housing Finance Corporation

Ron DeSantis, Governor

Board of Directors: Ron Lieberman, Chair • LaTasha Green Cobb, Vice Chair
Ryan Benson • Dane Eagle • Sandra Einhorn • Marlo Facella • Bill Gulliford • Dev Motwani • Holly Raschein

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EXHIBIT "B"
RFA 2021-103
(ORCHID LAKE / #2021-293CSN)
DESCRIPTION OF FEATURES AND AMENITIES

The Development will consist of:

90 units located in 4 garden apartment buildings.

Unit Mix:

Thirty-six (36) one bedroom/one bath units;

Thirty-seven (37) two bedroom/two bath units; and

Seventeen (17) three bedroom/two bath units.

90 Total Units

All units are expected to meet all requirements as outlined below. If the proposed Development consists of rehabilitation, the proposed Development's ability to provide all construction features will be confirmed as outlined in Exhibit F of the RFA. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

All features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.

a. Federal Requirements and State Building Code Requirements for all Developments

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Section 504 of the Rehabilitation Act of 1973*; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

*Section 504 of the Rehabilitation Act of 1973 requirements are met through the Applicant's commitment to meet either the Level 1 or Level 2 requirements described in c. below.

*All Developments must comply with Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 ("Section 504 and its related regulations"). All Developments must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments.

EXHIBIT "B"
RFA 2021-103
(ORCHID LAKE / #2021-293CSN)
DESCRIPTION OF FEATURES AND AMENITIES

To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Corporation funding program to the same extent as if the Development were subject to Section 504 and its related regulations in all respects. To that end, all Corporation funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all Developments.

b. General Features

The Development will provide the following General Features:

- Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in accessibility in each unit.
- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:

    - There must be a minimum of one Energy Star certified washer and one Energy Star certified or commercial grade dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number;
    - At least one washing machine and one dryer shall be front loading that meets the accessibility standards of Section 504; and
    - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.
- At least two full bathrooms in all 3 bedroom or larger new construction units.
- Full-size range and oven must be incorporated in all units.
- A Community Building/dedicated space that includes:
    - At least one private office space with a door for resident purposes such as meeting with case managers and/or counselors and;
    - At least one enclosed training room with a door to conduct group training and educational activities for residents.

  NOTE: If the Development meets the definition of Scattered Sites, the Community Building/dedicated space must be located on the site with the most units.

c. Required Accessibility Features, regardless of the age of the Development

EXHIBIT "B"
RFA 2021-103
(ORCHID LAKE / #2021-293CSN)
DESCRIPTION OF FEATURES AND AMENITIES

Federal and state law and building code regulations requires that programs, activities, and facilities be readily accessible to and usable by persons with disabilities. Florida Housing requires that the design, construction, or alteration of its financed Developments be in compliance with federal and state accessibility requirements. When more than one law and accessibility standard applies, the Applicant shall comply with the standard (2010 ADA Standards, Section 504, Fair Housing Act, or Florida Building Code, Accessibility) which affords the greater level of accessibility for the residents and visitors. Areas required to be made accessible to mobility-impaired residents and their visitors, including those in wheelchairs, shall include, but not be limited to, accessible routes and entrances, paths of travel, primary function areas, parking, trash bins, mail and package receiving areas for residents, pool and other amenities, including paths of travel to amenities and laundry rooms, including washers and dryers.

Level 1 Accessibility Requirements

(i) Set aside a minimum of 15 percent of the total units, rounded up, as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design, regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. These fully accessible units must (A) be on an accessible route and provide mobility features that comply with the residential dwelling units provision of the 2010 ADA Standards for Accessible Design*; and (B) be equally distributed among different unit sizes and Development types and must be dispersed on all accessible routes throughout the Development; and

(ii) Set aside at least an additional 5 percent of the total units to be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design,* regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. The units that are accessible to persons with visual and hearing impairments shall comply with the communication features described for Residential Dwelling units with Communication Features in the 2010 ADA Standards for Accessible Design.

d. Required Green Building Features in all Developments

(1) All units and, as applicable, all common areas must have the features listed below:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.28 gallons/flush or less,
  - Urinals: 0.5 gallons/flush,
  - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
  - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;
- Water heater minimum efficiency specifications:

- Residential Electric:
  - Up to 55 gallons = 0.95 EF or 0.92 UEF; or
  - More than 55 gallons = Energy Star certified; or
  - Tankless = 0.97 EF and Max GPM of ≥ 2.5 over a 77◦ rise or 0.87 UEF and GPM of ≥ 2.9 over a 67◦ rise;
- Residential Gas (storage or tankless/instantaneous): Energy Star certified,
- Commercial Gas Water Heater: Energy Star certified;

- Energy Star certified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning (in-unit or commercial):
  - Air-Source Heat Pumps – Energy Star certified:
    - ≥ 8.5 HSPF/ ≥15 SEER/ ≥12.5 EER for split systems
    - ≥ 8.2 HSPF ≥15 SEER/ ≥12 EER for single package equipment including gas/electric package units
  - Central Air Conditioners – Energy Star certified:
    - ≥15 SEER/ ≥12.5 EER* for split systems
    - ≥15 SEER/ ≥12 EER* for single package equipment including gas/electric package units.

  NOTE: Window air conditioners and portable air conditioners are not allowed. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (PTHPs) are allowed in studio and 1 bedroom units.

(2) In addition to the required Green Building features outlined in (1) above, this New Construction Development commits to achieve the following Green Building Certification program:

_____ Leadership in Energy and Environmental Design (LEED);

_____ Florida Green Building Coalition (FGBC);

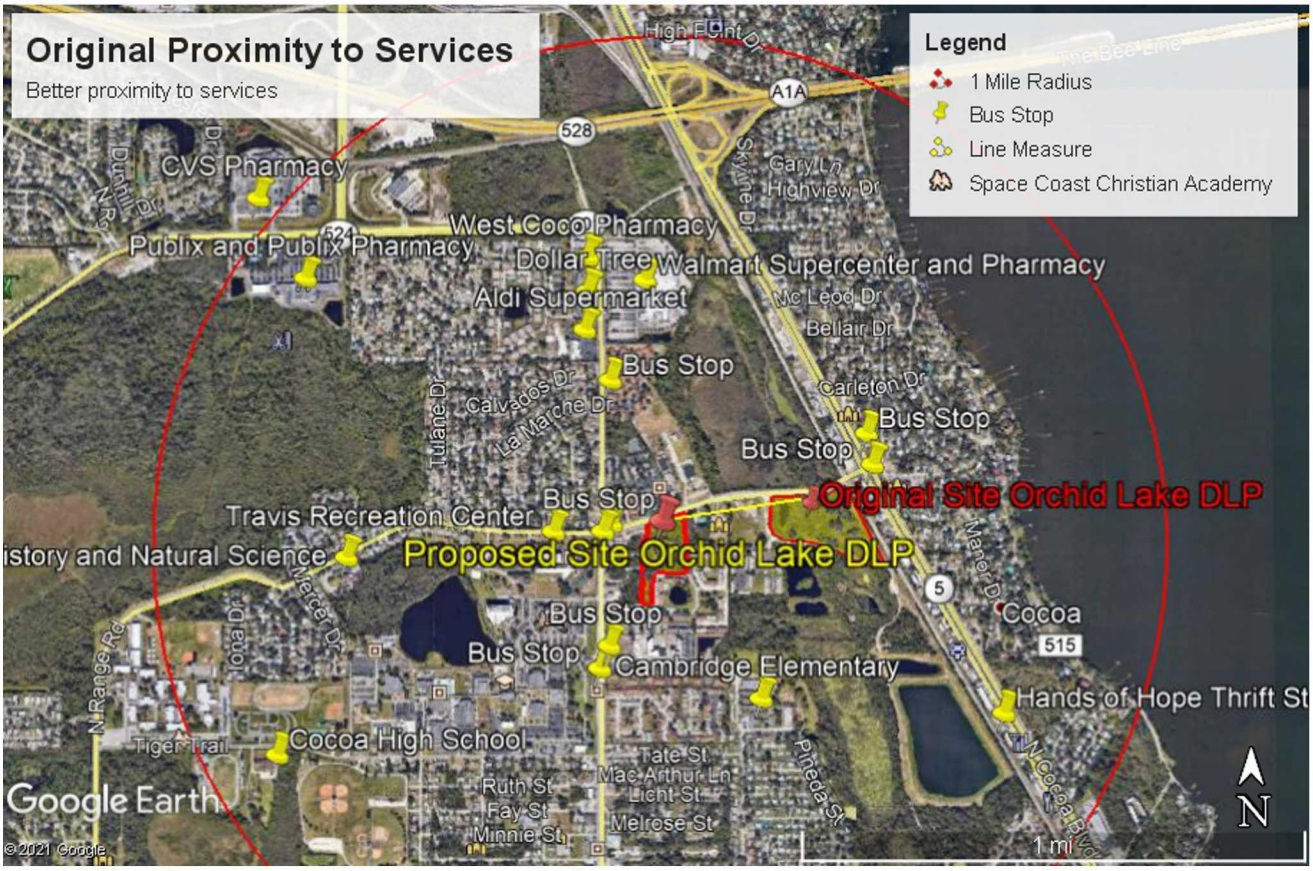
_____ Enterprise Green Communities; or

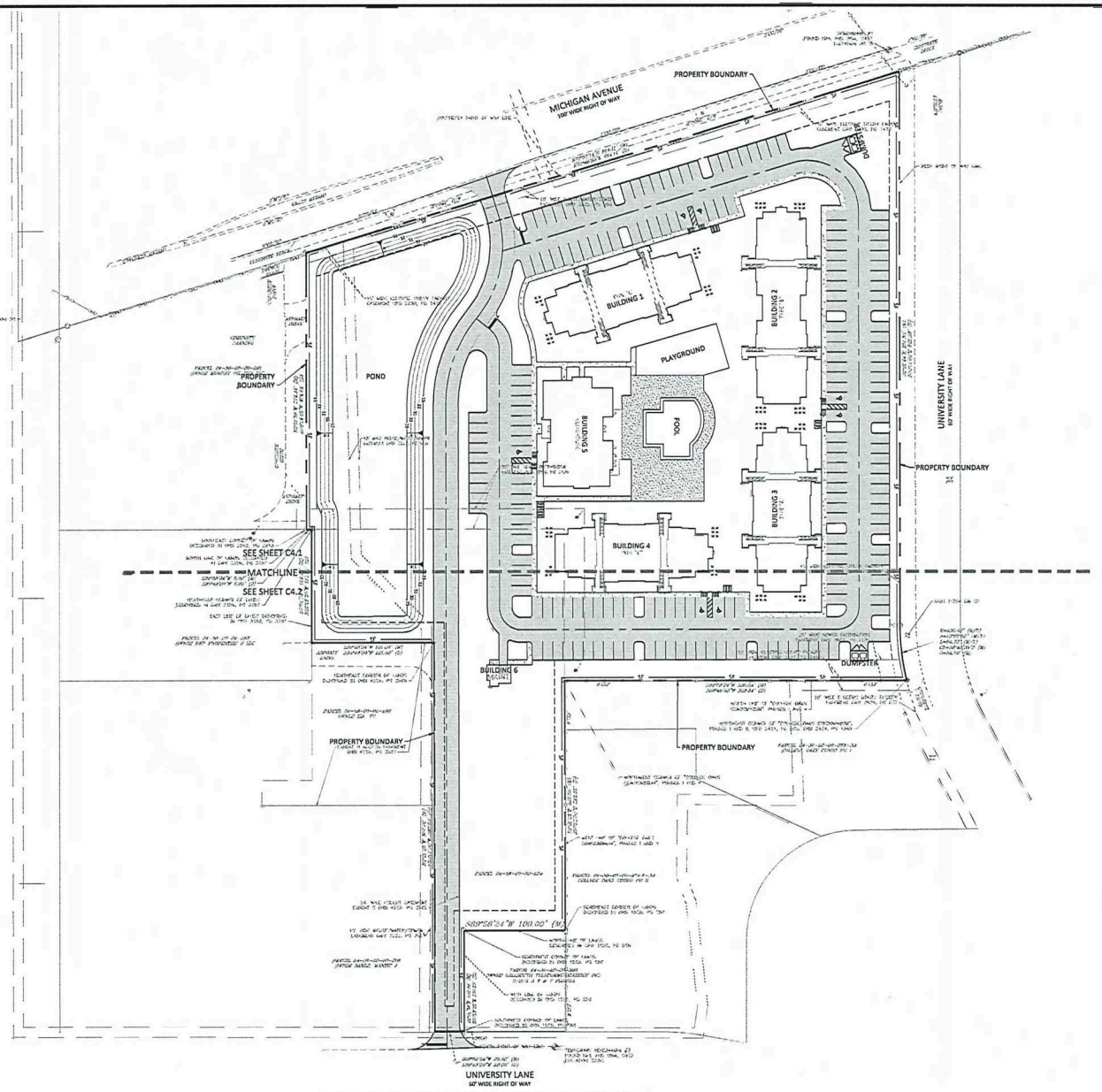
___X___ ICC 700 National Green Building Standard (NGBS)

e. Resident Community-Based Services Coordination:

The provision of community-based services coordination will be the responsibility of the Applicant, but may be in conjunction with public and/or private partnerships as approved by the Corporation in credit underwriting. All proposed Developments will be required to assist interested residents with the coordination of their community-based services. The purpose is to assist each resident to become aware of, access and/or maintain adequate and appropriate community-based services and resources. It is not the intent for this resident service to take the place of services coordination already provided for a resident by a program and/or agency as part of their supportive services plan. The focus shall be to assist residents not receiving community-based services coordination by another program and/or agency, as well as to assist those residents who need additional assistance with coordination of community-based services.

Exhibit B – Map Comparing the Proximity to Services





0 25 50 100

SITE DATA:

PARCEL ID	24-36-20-00-289
CURRENT ZONING	GENERAL COMMERCIAL (C-G)
EXISTING USE	COMMERCIAL RELATED AMENITIES
PROPOSED USE	DWELLING, MULTI-FAMILY RESIDENTIAL
PROJECT NAME	ORCHID LAKE
NUMBER OF PHASES	1
TOTAL SITE AREA	7.64 AC (332,570.63 SF)
MULTI-FAMILY UNITS	90 (SEE BUILDING DATA TABLE, BELOW)
DENSITY	11.78 DU/AC (90 DU/7.64 AC)
EXISTING OPEN SPACE	7.64 AC (332,570.63 SF)
PROPOSED IMPERVIOUS AREA	3.53 AC (153,435.27 SF)
PROPOSED OPEN SPACE	4.11 AC (179,135.36 SF)
PROPOSED BUILDING AREA	0.97 AC
PROPOSED FAR	0.13
GROSS FLOOR AREA	112,544 SF
FLOOR AREA OF DWELLING UNITS	1 BR = 801 S.F. 2 BR = 924 S.F. 3 BR = 1,138 S.F.
MAX ALLOWED BUILDING HEIGHT	35'
PROPOSED BUILDING HEIGHT	35'
MINIMUM SETBACKS	FRONT SETBACK - 25' SIDE INTERIOR LOT SETBACK - 10' SIDE CORNER LOT SETBACK - 15' REAR SETBACK - 20'
MINIMUM PARKING SPACE AREA	REGULAR SPACES - 10'x20' (10'x18' WHEN ABUTTING A MIN. 5' WIDE LANDSCAPE STRIP OR MIN. 6' WIDE SIDEWALK)
MINIMUM WIDTH OF LANE	TWO WAY - 24'
PARKING AREA LANDSCAPING REQUIRED	10 S.F. OF INTERIOR LANDSCAPING FOR EACH PARKING SPACE

RESIDENTIAL BUILDING DATA			
	TYPE "A" (3 STORY)	TYPE "B" (3 STORY)	TYPE "C" (3 STORY)
1 BED	12	0	12
2 BED	5	12	10
3 BED	5	12	0

RESIDENTIAL BUILDING COUNT
TYPE "A" = 1 | TYPE "B" = 1 | TYPE "C" = 2

TOTAL UNIT COUNT	
1 BED	36
2 BED	37
3 BED	17
TOTAL	90

STANDARD PARKING REQUIRED	1.5 PER SINGLE BEDROOM (36 TOTAL 1 BEDROOM) 2.0 PER 2 OR MORE BEDROOMS (54 TOTAL ≥ 2 BEDROOMS) 162 TOTAL SPACES REQUIRED (1.5 x 36) + (2 x 54)
HANDICAP PARKING REQUIRED	6 SPACES (PER 160-200 TOTAL STANDARD SPACES)
BICYCLE PARKING REQUIRED	17 SPACES (10% OF REQUIRED VEHICULAR PARKING SPACES: 162 x 0.1 = 16.2 SPACES - ROUNDED UP TO 17)
PARKING PROVIDED	STANDARD: 180 HANDICAP: 7 BICYCLE: 20

REVISIONS

NO.	DATE	DESCRIPTION	BY

DESIGNED BY VAS
DRAWN BY VAS
CHECKED BY ECB
APPROVED BY ECB

OVERALL SITE PLAN

ORCHID LAKE

COCOA, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

DRMP
PLANNERS • ARCHITECTS • ENGINEERS • SURVEYORS
Certificate of Authorization No. 2648
841 Lee Baldwin Lane – Orlando, Florida 32814
Phone 407.896.0594 • Fax 407.896.4838 www.drmpinc.com
DRMP, Inc.

Donald C Bieger
2021.12.14
13:31:08-05'00'

Donald C. Bieger Jr., P.E.
State of Florida # 60857

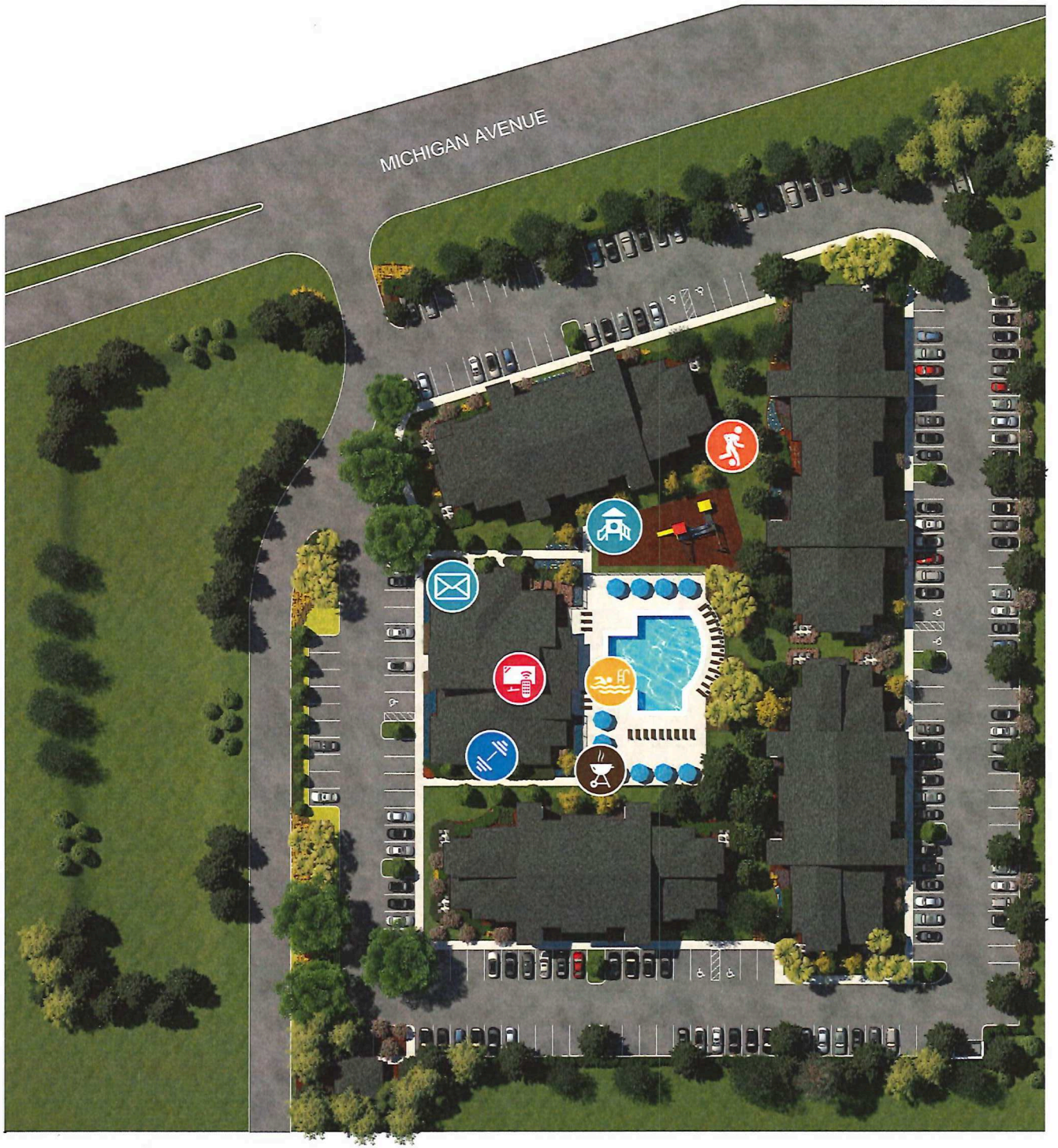
PROJECT NO.: 21-0729.000
SCALE: 1" = 50'
DATE: DECEMBER, 2021
DRAWING: C4.0

P:\projects\21\21-0729.000_orchid_lake-cocoa\general-civil\Dgn\Plans\01 preliminary site plan\21-0729.000 C4.0 Site Plan.dwg Plotted: Dec 14, 2021 – 9:03am by MMSmith

Orchid Lake

LEGEND

- Community Pool & Spa
- Natural Recreational Areas
- Outdoor Grills, Dining Areas
- Mailboxes
- Playground
- Fitness Center
- Club Room







The 2021 Florida Statutes

Chapter 166
MUNICIPALITIES

166.04151 Affordable housing.—

(1) Notwithstanding any other provision of law, a municipality may adopt and maintain in effect any law, ordinance, rule, or other measure that is adopted for the purpose of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing or linkage fee ordinances.

(2) An inclusionary housing ordinance may require a developer to provide a specified number or percentage of affordable housing units to be included in a development or allow a developer to contribute to a housing fund or other alternatives in lieu of building the affordable housing units.

(3) An affordable housing linkage fee ordinance may require the payment of a flat or percentage-based fee, whether calculated on the basis of the number of approved dwelling units, the amount of approved square footage, or otherwise.

(4) In exchange for a developer fulfilling the requirements of subsection (2) or, for residential or mixed-use residential development, the requirements of subsection (3), a municipality must provide incentives to fully offset all costs to the developer of its affordable housing contribution or linkage fee. Such incentives may include, but are not limited to:

(a) Allowing the developer density or intensity bonus incentives or more floor space than allowed under the current or proposed future land use designation or zoning;

(b) Reducing or waiving fees, such as impact fees or water and sewer charges; or

(c) Granting other incentives.

(5) Subsection (2) does not apply in an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, on any parcel zoned for residential, commercial, or industrial use.

History.—s. 15, ch. 2001-252; s. 9, ch. 2019-165; s. 6, ch. 2020-27.

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

In Re: HTG Orchid Lake, LTD FHFC Case No.: 2021-067VW

_____/

ORDER GRANTING WAIVER FROM RULE 67-48.004(3)(e), FLORIDA ADMINISTRATIVE CODE

THIS CAUSE came on for consideration and final action before the Board of Directors of the Florida Housing Finance Corporation (the "Board") on October 22, 2021. On August 25, 2021, Florida Housing Finance Corporation ("Florida Housing") received a Petition for Waiver of Rule 67-48.004(3)(e), F.A.C. (6-23-20). On October 6, 2021, Florida Housing received an Amended Petition for Waiver of Rule 67-48.004(3)(e), F.A.C. (6-23-20) (the "Petition") from HTG Orchid Lake, Ltd. (the "Petitioner"). Notice of the Petition was published on August 26, 2021, in Volume 47, Number 166, of the Florida Administrative Register. Florida Housing received no comments regarding the Petition. After careful review of the record and being otherwise fully advised in the premises, the Board hereby finds:

1. The Board has jurisdiction over the subject matter of this case and the parties hereto.

FILED WITH THE CLERK OF THE FLORIDA HOUSING FINANCE CORPORATION
Anne Alamong DATE: 10/25/2021

2. Petitioner successfully applied for competitive housing credits, State Apartment Incentive Loan ("SAIL") funding, Extremely Low Income ("ELI") loan funding, and National Housing Trust Fund ("NHTF") funding in RFA 2021-103 to assist in the construction of a 90-unit homeless, housing development named Orchid Lake to be located in Brevard County, Florida (the "Development").

3. Rule 67-48.004(3)(e), Fla. Admin. Code (2020), in relevant part, states:

> (3) For the SAIL, HOME and Housing Credit Programs, notwithstanding any other provision of these rules, the following items as identified by the Applicant in the Application must be maintained and cannot be changed by the Applicant after the applicable submission, unless provided otherwise below:
>
> ...
>
> (e) Site for the Development; notwithstanding the foregoing, after the Applicant has been invited to enter credit underwriting and subject to written request of an Applicant to Corporation staff and approval of the Corporation, the site for the Development may be increased or decreased provided the Development Location Point is on the site and, if applicable, the total proximity points awarded during scoring are not reduced. In addition, if the increase or decrease of the site is such that the proposed Development now meets the definition of a Scattered Site, then the Applicant shall be required to provide such Scattered Sites information and meet all Scattered Sites requirements as required by Corporation staff. With regard to said approval, the Corporation shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;

4. Petitioner requests a waiver of the above quoted Rule to allow it to change the development location point and the development site to nearby land that, according to Petitioner, is less expensive and more suitable for development. Petitioner states that it is forced to relocate the Development to a different site due to potential flood plain and wetland impact uncertainties, which jeopardize the National Housing Trust Fund ("NHTF") units on the original site.

5. According to Petitioner, it can quickly move forward on the new Development site and does not anticipate any delays or the need for any future extensions. Petitioner states that the benefits of the new location will better serve the special needs Homeless population as access to public transit and community services will improve. Also, Petitioner states that zoning is available and the application has entered into an eligible contract on the proposed Development site.

6. The proposed Development site, according to Petitioner, is not located in a flood plain and is void of any potential wetland impacts which allows Petitioner to obtain final development approvals and commence construction in a more expeditious manner, thus ensuring delivery of NHTF units.

7. Additionally, Petitioner states that neither Florida Housing nor any other applicant will be prejudiced by the requested waiver because Petitioner was the only qualifying medium County application submitted in the RFA.

8. Section 120.542(2), Florida Statutes, provides in pertinent part:

> Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.

9. The Board finds that granting the requested waiver will not impact other participants in funding programs administered by Florida Housing, nor will it detrimentally impact Florida Housing.

10. The Board also finds that Petitioner has demonstrated that the waiver is needed because of circumstances beyond its control, and that it would suffer a substantial hardship if the waiver were not granted.

11. The Board further finds that Petitioner has also demonstrated that the purpose of the underlying statute, which is to "encourage development of low-income housing in the state" would still be achieved if the waiver is granted. §420.5099, Fla. Stat.

IT IS THEREFORE ORDERED: Petitioner's request for a waiver of Rule 67-48.004(3)(e), Fla. Admin. Code (2020), is hereby **GRANTED** to

allow Petitioner to change the Development site identified in its application to the Development site identified in its Petition subject to the following conditions: 1) Petitioner will not seek Corporation Viability Loan funding for the Development, and 2) in future RFAs, any awards involving NHTF funding may be deobligated if the applicant cannot meet the requirements for the NHTF award commitments.

DONE and ORDERED this 22nd day of October 2021.

Florida Housing Finance Corporation

By: _____
Chairperson

Copies furnished to:

Brian J. McDonough
Bridget Smitha
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
bmcdonough@stearnsweaver.com
bsmitha@stearnsweaver.com

Hugh R. Brown, General Counsel
Marisa Button, Director of Multifamily Programs
Florida Housing Finance Corporation
Hugh.Brown@floridahousing.org
Marisa.Button@floridahousing.org

Joint Administrative Procedures Committee
Attention: Ms. Yvonne Wood
Joint.admin.procedures@leg.state.fl.us

NOTICE OF RIGHT TO ADMINISTRATIVE REVIEW

A PARTY WHO IS ADVERSELY AFFECTED BY THIS ORDER IS ENTITLED TO ADMINISTRATIVE REVIEW PURSUANT TO SECTIONS 120.542(8), 120.569, AND 120.57, FLORIDA STATUTES. SUCH PROCEEDINGS ARE COMMENCED PURSUANT TO CHAPTER 67-52, FLORIDA ADMINISTRATIVE CODE, BY FILING AN ORIGINAL AND ONE (1) COPY OF A PETITION WITH THE AGENCY CLERK OF THE FLORIDA HOUSING FINANCE CORPORATION, 227 NORTH BRONOUGH STREET, SUITE 5000, TALLAHASSEE, FLORIDA 32301-1329.

FLORIDA HOUSING FINANCE CORPORATION
2021 CARRYOVER ALLOCATION AGREEMENT

This 2021 Carryover Allocation Agreement (Agreement) by and between Florida Housing Finance Corporation (Florida Housing) and HTG Orchid Lake, Ltd. (Owner) constitutes an allocation of the 2021 Housing Credit dollar amount meeting the requirements of Section 42(h)(1)(E) and (F) of the Internal Revenue Code of 1986 as amended (Code). Unless otherwise specifically provided, this Agreement and the terms used herein shall be interpreted in a manner consistent with the requirements of Section 42 of the Code.

In consideration of the conditions and obligations stated in this Agreement, Florida Housing and the Owner understand and agree as follows:

1 Florida Housing has reviewed Request for Applications RFA 2021-103 (RFA) filed by the Owner of Orchid Lake (Development). Based on the evaluation of the Development identified in the RFA, and the market study and credit underwriting analysis, Florida Housing and the Owner incorporate, by reference, the RFA into this Agreement.

2 The Owner acknowledges that all the terms, conditions, obligations, and deadlines set forth in this Agreement, the RFA and the attached Exhibits, together with those that are incorporated by reference, constitute material and necessary conditions of this Agreement, and that the Owner's failure to comply with any of such terms and conditions shall entitle Florida Housing, at its sole discretion, to deem the credit allocation to be cancelled. After any such cancellation, the Owner acknowledges that neither it, nor its successors in interest to the Development, shall have any right to claim Housing Credits pursuant to this allocation. Florida Housing reserves the right, at its sole discretion, to modify and/or waive any such failed condition precedent.

3 This 2021 Housing Credit allocation is not to exceed an annual amount of $1,700,000.00 for the Development. Florida Housing Finance Corporation reserves the right to amend this Carryover Allocation Agreement when the final credit underwriting report is issued. If the final report recommends a lesser amount of housing credits, this agreement may be amended to reflect the lesser amount.

Costs will be further examined at the time of the Cost Certification. If the carryover housing credit allocation exceeds the amount for which the Development is determined by Florida Housing to be finally eligible, pursuant to Section 42(m)(2) of the Code, the amount of any such excess shall be returned to and recovered by Florida Housing.

If the Development consists of more than one building, this Agreement constitutes an allocation of credit on a project basis to the Development in accordance with Section 42(h)(1)(F) of the Code. The address(es) of the building(s) in the Development should be listed on **Exhibit A**, the Building Information Breakdown.

4 The Owner certifies it is the legal owner of the Development and that the following information is true, accurate, and complete:

a. Owner Name: HTG Orchid Lake, Ltd.

b. Taxpayer Federal ID#: 87-1690840

c. Owner Address: 3225 Aviation Ave, 6th Floor
Coconut Grove, FL 33133

d. Development Name: Orchid Lake

e. Development Address: Michigan Ave, Michigan Ave and Cocoa Lakes Drive
Cocoa, FL

f. Florida Housing Development Number: 2021-293CSN

g. Total Number of Units in Development: 90
(Includes market rate units, set-aside units, and full-time employee units.)

h. Total Number of Buildings: 4

i. Total Number of Qualified Residential Buildings: 4
(as defined at Section 42(h)(1)(E)(ii) of the Code)

j. Type of Construction: New Construction

k. Demographic/Designation: Homeless

l. Minimum Set-Aside: 40% @ 60% AMI

m. Total Set-Aside:

Percentage of Units	Number of Units	AMI %
15%	14	33%
85%	76	60%

n. Extended Use Period: The Owner has irrevocably waived the "option to convert" to market rents after year 14 and FURTHER COMMITS to an additional compliance period of 35 years (15 years plus 35 additional years totaling 50 years).

o. Multiphase project: This Development is the first phase of a multiphase project in accordance with the **2021** Application. The additional phases in the project must be described at Exhibit F of this Carryover Allocation Agreement. Any phases not included at Exhibit F will not be considered as part of this project.

p. Qualified Non-Profit Set-Aside: Florida Housing states and Owner acknowledges that this allocation of Housing Credits is being made pursuant to Florida Housing's set-aside of credit authority for "qualified non-profit organizations" within the meaning of Section 42(h)(5)(c) of the Code and Non-Profit Applicants under its Qualified Allocation Plan (QAP). Throughout the extended use period applicable to the Development under the Code, such a qualified non-profit organization shall own an interest in the Development and materially participate (within the meaning of Section 469(h) of the Code) in the development and operation of the Development.

q. Development Features and Amenities: The Development will be constructed or rehabilitated in accordance with the RFA and shall provide at a minimum the Features, Amenities and Programs described in **Exhibit B**. After execution of this Agreement and prior to the effective date of the Extended Use Agreement, any proposed revisions to **Exhibit B** shall require the review of Florida Housing staff, and if necessary, its credit underwriters. A $500 non-refundable processing fee will be required for each revision requested after a final credit underwriting report has been issued.

5 a. Site Control:

(i) The Owner shall demonstrate to Florida Housing that it has satisfied the requirement of site control by including a copy of the recorded deed and closing statements, or a copy of the executed long term lease agreement, together with such other evidence or documentation that Florida Housing shall deem necessary. These documents are to be incorporated into the Agreement as an attachment to the Development's Legal Description, **Exhibit C.**

In addition, on or before 5:00 pm, October 08, 2021, the Applicant must submit a signed affidavit with the site control documents, if applicable, stating that the development site and Development Location Point remain the same as stated in the Applicant's Application. If at any time prior to issuance of 8609s, the legal description of the development site has changed, the Applicant will be charged a $100 non-refundable processing fee and must notify FHFC Housing Credit staff of the change in writing. The notice of change to the development site must explain the reason for the change and must be accompanied by an affidavit from a Florida licensed surveyor certifying that the proposed legal description represents the same site as the original legal description. In addition, if at any time prior to issuance of 8609s, the development site has changed (e.g., the site has increased or decreased in size, easements or deed restrictions have changed or been added, etc.), the Applicant will be charged a $500 non-refundable processing fee and must notify FHFC Housing Credit staff of the change in writing. The notice of change to the development site must explain the reason for the change and, must be accompanied by an affidavit from a Florida licensed surveyor certifying that the Development Location Point has not moved, and must include evidence, either from a Florida licensed surveyor or a local zoning authority, that the change in the development site has not affected any zoning requirements.

(ii) To meet the Site Control requirement, the Owner certifies to Florida Housing that it owns the land on which the Development is to be built, or that the Owner is the Lessee under a lease of the land on which the Development is to be built and which has a term that does not expire prior to the expiration of the Extended Use Period.

Site Control Election:

Owner shall initial <u>only one</u> of the following:

I elect to meet the Site Control requirement,

_____ upon the initial submission of this Agreement

or



on or before April 30, 2022

In choosing this election, the Owner agrees to provide evidence of meeting the requirement as a supplement to the original Carryover Allocation Agreement without amending the original document. If you are unable to meet the deadline, you may request a one-time extension to Florida Housing on or before 5:00 pm, April 30, 2022. Provided that an extension is granted, there will be a $5,000 non-refundable processing fee.

b. Cost Basis and Certification:

The Owner certifies that it shall incur at least 10 percent of the reasonably expected basis (10% test) of the Development on or before April 30, 2022. The Owner shall indicate below whether it chooses to provide evidence that the 10% test has been met upon the initial submission of this Agreement or by April 30, 2022.

The Owner represents that its reasonably expected basis in the development (land and depreciable basis) as of December 31, 2023 is $ 20,245,490.00, such that for purposes of the 10% test, it must have a basis in the Development (land and depreciable basis) of at least $ 2,024,549.00 on or before April 30, 2022.

Cost Basis and Certification Election:

Owner shall initial only one of the following:

I elect to meet the 10% test requirement,

____ upon the initial submission of this Agreement
or
____ on or before April 30, 2022

In choosing this election, the Owner agrees to provide an updated Exhibit D as evidence of meeting the 10% requirement. This will be a supplement to the original Carryover Allocation Agreement without amending the original document. If you are unable to meet the deadline, you may request a one-time extension to Florida Housing on or before 5:00 pm, April 30, 2022. Provided that an extension is granted, there will be a $5,000 non-refundable processing fee.

The Owner shall submit the properly completed and executed **Exhibit D** as evidence that it has or has not met the 10% test requirement.

Florida Housing's acceptance of any certification with respect to meeting the 10% test requirement, does not constitute a representation as to the satisfaction of the requirements under Section 42(h)(1)(E) of the Code as binding on the part of the Internal Revenue Service.

6 The Owner acknowledges that all qualified buildings within the Development shall be placed in service on or before December 31, 2023. The final tax credit determination by Florida Housing cannot be made until such time as all buildings are placed in-service and the required Final Cost Certification has been submitted and approved by Florida Housing. Florida Housing shall not issue any partial final allocations.

7 The Owner acknowledges and agrees to submit to Florida Housing, in accordance with Rule Chapter 67-48, Florida Administrative Code: (i) the completed and required Progress Report Form Q/M Report evidencing the progress of the Development by the 15th day of the month following the end of each calendar quarter, and (ii) the completed and required Final Cost Certification documents by the date that is 90 calendar days after all the buildings in the Development have been placed in service, unless an extension is granted. If a Progress Report extension is granted by Florida Housing, a non-refundable processing fee of $500 shall be charged to the Owner. If a Final Cost Certification extension is granted by Florida Housing, a non-refundable processing fee of $1,000 shall be charged to the Owner.

In addition, the Owner acknowledges and agrees to commence construction on or before July 31, 2022. As proof thereof the Owner shall deliver to Florida Housing, on or before July 31, 2022, a copy of the recorded Notice of Commencement from the Official Records of the applicable jurisdiction(s) relative to the subject Development. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of $10,000 shall be charged to the Owner.

The Credit Underwriting Report must be submitted no later than July 31, 2022. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of $5,000 shall be charged to the Owner.

Florida Housing will require the Owner to acknowledge and agree to close its tax credit partnership on or before July 31, 2022. As proof thereof, the Owner shall deliver to Florida Housing, on or before July 31, 2022, a copy of its closed and executed partnership agreement. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of $10,000 shall be charged to the Owner.

In the event the Owner fails to comply with the above requirements, the Housing Credits allocated within this Agreement shall be deemed returned to Florida Housing pursuant to Section 42 (h)(3)(C) of the Code. Florida Housing, in its sole and absolute discretion, may extend the time for compliance with these requirements upon receipt of a written request from the Owner and if Florida Housing determines that the Owner is making a diligent effort to comply.

8 A non-refundable administrative fee that is stated in the Preliminary Allocation Certificate must be paid to Florida Housing Finance Corporation by October 8, 2021. In the event the Owner fails to pay the above-referenced administrative fee on or before 5:00 pm, October 8, 2021, the Housing Credits allocated within this Agreement shall be deemed returned to Florida Housing pursuant to Section 42 (h)(3)(C) of the Code.

9 Pursuant to Rule Chapter 67-53, the Owner shall coordinate with the Development's assigned servicer, **Seltzer Management Group, Inc.**, to have at least four on-site construction inspections at the Owner's expense. The Owner shall insure that these inspections are conducted at different intervals during the construction period with one of the inspections conducted prior to the Development being 15% complete and one inspection conducted at construction completion.

10 The Owner acknowledges and agrees that Florida Housing shall further evaluate the Development, pursuant to Section 42(m)(2) of the Code for a final housing credit allocation determination upon Final Cost Certification, when all buildings in the Development are placed in service.

The Owner further acknowledges and agrees that, if the carryover housing credit allocation dollar amount, set forth in paragraph 3 of this Agreement, exceeds the amount for which the Development is determined by Florida Housing to be finally eligible, pursuant to Section 42(m)(2) of the Code, the amount of any such excess shall be returned to and recovered by Florida Housing pursuant to Section 42(h)(3)(C) of the Code for reallocation as per the 2020 Qualified Allocation Plan.

11 Upon the Owner's written notification to Florida Housing that the last building in the Development is placed in service, Florida Housing's receipt of evidence that all contingency items identified in the Credit Underwriting Report and this Agreement have been satisfied, and acceptance by Florida Housing of the Final Cost Certification documents which include but are not limited to:

- the Final Cost Certification
- the monitoring fee
- documentation of the place-in-service date
- a copy of the Syndication Agreement disclosing the rate and all terms
- the required certified public accountant opinion letter
- an unmodified audit report prepared by an independent certified public accountant
- photographs of the completed development
- executed Extended Low-Income Housing Agreement
- IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries if requested by the Corporation

Florida Housing shall issue an Internal Revenue Service Form 8609 for each building, in accordance with the applicable federal law governing Housing Credit allocation under Section 42 of the Code and Florida Housing program rules. The Extended Low-Income Housing Agreement, with respect to the Development, shall, incorporate the terms, conditions, and obligations undertaken by the Owner pursuant to paragraph 4 of this Agreement.

12 This Agreement does not in any way constitute a representation, warranty, guaranty, advice, or suggestion by Florida Housing as to the qualification of the Development for Housing Credits, or the financial feasibility, or viability of the Development. The Agreement shall not be relied on as such by any owner, developer, investor, tenant, lender or other person or entity for any reason.

If and to the extent that the allocation made pursuant to this Agreement is determined to be invalid, due to an error made by Florida Housing in determining its Housing Credit dollar amount for calendar year 2021, this Agreement shall be deemed to constitute a binding commitment on behalf of Florida Housing to allocate an equal amount of Housing Credits from its future Housing Credit Allocation Authority to the extent allowed by Section 42 of the Code. Such binding commitment shall, in all respects, be subject to the terms and conditions of this Agreement.

13 The Owner acknowledges and agrees to notify Florida Housing, in writing, in the event of a sale, transfer, or change in ownership of the Development in accordance with Rule Chapter 67-48, Florida Administrative Code.

14 Amendments to this document may be made by Florida Housing only upon written request from the Owner and as Florida Housing deems necessary.

15 The date of this Agreement is the date it is executed on behalf of Florida Housing as shown on the execution page hereto.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGES TO FOLLOW)

--OWNER--

Acknowledged, agreed and accepted:

Owner: HTG Orchid Lake, Ltd.

By: _____
Signature

Matthew A. Rieger
Typed or Printed Name

Title: Manager of Special Limited Partner

Address: 3225 Aviation Ave, 6th Floor
Coconut Grove, FL 33133

Date: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of October, 2021 by MATTHEW A. RIEGER who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public State of Florida
Cecilia A Pequet
My Commission HH 073590
Expires 12/ /2024

Cecilia A Pequet
Notary Public

CECILIA A PEQUET
Name typed, printed or stamped

My Commission Expires: 12.17.2024

--FLORIDA HOUSING--

FLORIDA HOUSING FINANCE CORPORATION
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

By its execution of this Agreement, and based on the foregoing representations and obligations, Florida Housing issues to the Owner a Carryover Allocation of 2021 housing credits pursuant to Section 42(h)(1)(E) and (F) of the Internal Revenue Code, as amended, subject to the conditions elsewhere in this Agreement. FLORIDA HOUSING HAS RELIED UPON INFORMATION SUBMITTED TO IT BY THE DEVELOPMENT OWNER IN ISSUING THIS CARRYOVER ALLOCATION. FLORIDA HOUSING MAKES NO REPRESENTATIONS OR GUARANTEES THAT THE OWNER IS ELIGIBLE TO RECEIVE THE CREDIT STATED HEREIN. THE INTERNAL REVENUE SERVICE DETERMINES TAXPAYER ELIGIBILITY.

Marisa G. Button, Managing Director of Multifamily Programs

Date: 10/7/2021

Florida Housing Tax Identification Number: 59-3451366

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of October, 2021, by Marisa G. Button, Managing Director of Multifamily Programs of the FLORIDA HOUSING FINANCE CORPORATION, a public corporation,on behalf of the corporation. She is personally known to me.

[Notary Seal]

DONNA R. PHILLIPS
Notary Public - State of Florida
Commission # HH 019659
My Comm. Expires Jul 27, 2024
Bonded through National Notary Assn.

Notary Public

Donna R. Phillips

Name typed, printed or stamped

My Commission Expires:_____

EXHIBIT A

BUILDING BY BUILDING BREAKDOWN

PROJECT NAME: Orchid Lake FILE NUMBER: 2021-293CSN
PROJECT ADDRESS: Michigan Ave, Michigan Ave and Cocoa Lakes Drive
CITY, STATE, ZIP: Cocoa FL

BIN NUMBER (FHFC PROVIDES)	INDIVIDUAL BUILDING ADDRESS AND ZIP CODE OR SITE DESCRIPTION (AS APPLICABLE)		Expected PIS Date
FL21-29301	Michigan Ave, Michigan Ave and Cocoa Lakes Drive, Building 1		12/31/2023
FL21-29302	Michigan Ave, Michigan Ave and Cocoa Lakes Drive, Building 2		12/31/2023
FL21-29303	Michigan Ave, Michigan Ave and Cocoa Lakes Drive, Building 3		12/31/2023
FL21-29304	Michigan Ave, Michigan Ave and Cocoa Lakes Drive, Building 4		12/31/2023

ALTHOUGH CARRYOVER ALLOCATIONS ARE PROJECT-BASED, THIS BREAKDOWN IS REQUIRED FOR THE ASSIGNMENT OF BIN NUMBERS. THE PER-BUILDING CREDIT ALLOCATION IS NOT BINDING AT THE TIME OF FINAL ALLOCATION.

EXHIBIT "B"
RFA 2021-103
(ORCHID LAKE / #2021-293CSN)
DESCRIPTION OF FEATURES AND AMENITIES

The Development will consist of:

90 units located in 4 garden apartment buildings.

Unit Mix:

Thirty-six (36) one bedroom/one bath units;

Thirty-seven (37) two bedroom/two bath units; and

Seventeen (17) three bedroom/two bath units.

90 Total Units

All units are expected to meet all requirements as outlined below. If the proposed Development consists of rehabilitation, the proposed Development's ability to provide all construction features will be confirmed as outlined in Exhibit F of the RFA. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

All features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.

a. Federal Requirements and State Building Code Requirements for all Developments

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Section 504 of the Rehabilitation Act of 1973*; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

*Section 504 of the Rehabilitation Act of 1973 requirements are met through the Applicant's commitment to meet either the Level 1 or Level 2 requirements described in c. below.

*All Developments must comply with Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 ("Section 504 and its related regulations"). All Developments must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments.

EXHIBIT "B"
RFA 2021-103
(ORCHID LAKE / #2021-293CSN)
DESCRIPTION OF FEATURES AND AMENITIES

To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Corporation funding program to the same extent as if the Development were subject to Section 504 and its related regulations in all respects. To that end, all Corporation funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all Developments.

b. General Features

The Development will provide the following General Features:

- Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in accessibility in each unit.
- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:

    - There must be a minimum of one Energy Star certified washer and one Energy Star certified or commercial grade dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number;
    - At least one washing machine and one dryer shall be front loading that meets the accessibility standards of Section 504; and
    - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.
- At least two full bathrooms in all 3 bedroom or larger new construction units.
- Full-size range and oven must be incorporated in all units.
- A Community Building/dedicated space that includes:
    - At least one private office space with a door for resident purposes such as meeting with case managers and/or counselors and;
    - At least one enclosed training room with a door to conduct group training and educational activities for residents.

  NOTE: If the Development meets the definition of Scattered Sites, the Community Building/dedicated space must be located on the site with the most units.

c. Required Accessibility Features, regardless of the age of the Development

EXHIBIT "B"
RFA 2021-103
(ORCHID LAKE / #2021-293CSN)
DESCRIPTION OF FEATURES AND AMENITIES

Federal and state law and building code regulations requires that programs, activities, and facilities be readily accessible to and usable by persons with disabilities. Florida Housing requires that the design, construction, or alteration of its financed Developments be in compliance with federal and state accessibility requirements. When more than one law and accessibility standard applies, the Applicant shall comply with the standard (2010 ADA Standards, Section 504, Fair Housing Act, or Florida Building Code, Accessibility) which affords the greater level of accessibility for the residents and visitors. Areas required to be made accessible to mobility-impaired residents and their visitors, including those in wheelchairs, shall include, but not be limited to, accessible routes and entrances, paths of travel, primary function areas, parking, trash bins, mail and package receiving areas for residents, pool and other amenities, including paths of travel to amenities and laundry rooms, including washers and dryers.

Level 1 Accessibility Requirements

(i) Set aside a minimum of 15 percent of the total units, rounded up, as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design, regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. These fully accessible units must (A) be on an accessible route and provide mobility features that comply with the residential dwelling units provision of the 2010 ADA Standards for Accessible Design*; and (B) be equally distributed among different unit sizes and Development types and must be dispersed on all accessible routes throughout the Development; and

(ii) Set aside at least an additional 5 percent of the total units to be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design,* regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. The units that are accessible to persons with visual and hearing impairments shall comply with the communication features described for Residential Dwelling units with Communication Features in the 2010 ADA Standards for Accessible Design.

d. Required Green Building Features in all Developments

(1) All units and, as applicable, all common areas must have the features listed below:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.28 gallons/flush or less,
  - Urinals: 0.5 gallons/flush,
  - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
  - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;
- Water heater minimum efficiency specifications:

- Residential Electric:
  - Up to 55 gallons = 0.95 EF or 0.92 UEF; or
  - More than 55 gallons = Energy Star certified; or
  - Tankless = 0.97 EF and Max GPM of ≥ 2.5 over a 77◦ rise or 0.87 UEF and GPM of ≥ 2.9 over a 67◦ rise;
- Residential Gas (storage or tankless/instantaneous): Energy Star certified,
- Commercial Gas Water Heater: Energy Star certified;

- Energy Star certified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning (in-unit or commercial):
  - Air-Source Heat Pumps – Energy Star certified:
    - ≥ 8.5 HSPF/ ≥15 SEER/ ≥12.5 EER for split systems
    - ≥ 8.2 HSPF ≥15 SEER/ ≥12 EER for single package equipment including gas/electric package units
  - Central Air Conditioners – Energy Star certified:
    - ≥15 SEER/ ≥12.5 EER* for split systems
    - ≥15 SEER/ ≥12 EER* for single package equipment including gas/electric package units.

  NOTE: Window air conditioners and portable air conditioners are not allowed. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (PTHPs) are allowed in studio and 1 bedroom units.

(2) In addition to the required Green Building features outlined in (1) above, this New Construction Development commits to achieve the following Green Building Certification program:

_____ Leadership in Energy and Environmental Design (LEED);

_____ Florida Green Building Coalition (FGBC);

_____ Enterprise Green Communities; or

___X___ ICC 700 National Green Building Standard (NGBS)

e. Resident Community-Based Services Coordination:

The provision of community-based services coordination will be the responsibility of the Applicant, but may be in conjunction with public and/or private partnerships as approved by the Corporation in credit underwriting. All proposed Developments will be required to assist interested residents with the coordination of their community-based services. The purpose is to assist each resident to become aware of, access and/or maintain adequate and appropriate community-based services and resources. It is not the intent for this resident service to take the place of services coordination already provided for a resident by a program and/or agency as part of their supportive services plan. The focus shall be to assist residents not receiving community-based services coordination by another program and/or agency, as well as to assist those residents who need additional assistance with coordination of community-based services.

EXHIBIT “B”
RFA 2021-103
(ORCHID LAKE / #2021-293CSN)
DESCRIPTION OF FEATURES AND AMENITIES

The approved provider of this service must have a minimum of three years’ experience administering and providing supportive services including outreach, information and referral services, benefits counseling, community-based services planning and coordination, and/or other related supportive services. Such experience must demonstrate that the supportive services listed above have been oriented to the needs and preferences of each intended resident in assisting them to access services related to health care, independent activities of daily living, employment, income and housing. The provider of this resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing and experience in serving the intended residents described in question 2.b. of Exhibit A of the RFA.

Community-based services coordination shall be offered and made available on-site and at no charge to the residents initially and regularly, and resident participation shall be voluntary. If the proposed Development consists of Scattered Sites, the community-based services coordination shall be equally available to residents of each unit on each Scattered Site. Resident participation shall not be a requirement for new or continued residency. The Applicant shall commit to submit a Resident Community-Based Service Coordination Plan at credit underwriting. The Resident Community-Based Service Coordination Plan shall adhere to guidelines developed by the Corporation, in conjunction with state agencies, or their designee(s), that administer publicly funded supportive services for the intended residents.

Property management and resident community-based services coordination should not be the responsibility of the same staff persons; the functions must be entirely separate.

Exhibit C
Legal Description
(Please attach a legal description of the property)

DEVELOPMENT NAME: Orchid Lake
FILE NUMBER: 2021-293CSN

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at a Florida Department of Transportation Marker monumenting the Northwest corner of said Section 20, and run S. 00 degrees 12'00"E., along the West line of said Section, a distance of 524.59 feet to a point on the Westerly extension of the Southerly Right of Way line of Michigan Avenue (a 100 foot wide right of way): thence N. 72 degrees 46'50"E., along said Westerly extension and along said Southerly right of way line, a distance of 298.05 feet to the Point of Beginning: Thence continue N. 72 degrees 46'50"E., along said right of way line, a distance of 614.11 feet to a point on the West Right of Way line of University Lane (a 60 foot wide right of way); thence S. 00 degrees 11'08"E., along said West right of way line, a distance of 551.38 feet to the point of curvature of a 230.00 foot radius curve to the left; thence Southerly along the arc of said curve and along said right of way line, thru a central angle of 13 degrees 37'53", a distance of 54.72 feet to the Northeast corner of "College Oaks Condominium", Phases I and 11, recorded in O.R. 2411, page 880 and O.R. 2424, page 1345 of the public records of Brevard County, Florida; thence S. 89 degrees 48'00"W., along the North line of said "College Oaks Condominium" Phases I and II, a distance of 338.54 feet to the Northwest corner thereof; thence S. 00 degrees 12'00"E., along the West line thereof, a distance of 249.00 feet to the Northeast corner of lands described in O.R. 1555, page 558 of said public records; thence S. 89 degrees 48'00"W., along the North line of said lands, a distance of 100.00 feet to the Northwest corner thereof.; thence S. 00 degrees 12'00"E., along the West line of said lands, a distance of 100.00 feet to the Southwest corner of lands described in O.R. 1555, page 558, said point lying 1.00 foot north, by right angle measurement, of the North right of way line of University Lane (a 60 foot wide right of way); thence S. 89 degrees 48'00"W., parallel with and 1.00 foot distant North from said North right of way line, a distance of 29.00 feet; thence N. 00 degrees 12'00"W., a distance of 387.00 feet to the Northeast corner of lands described in O.R. 4259, page 2968; thence S. 89 degrees 48'00"W., a distance of 121.00 feet to a point on the East line of lands described in O.R. 3395, page 3787 of said public records; thence N. 00 degrees 12'00"W., along said East line, a distance of 113.00 feet to the Northeast corner of said lands; thence S. 89 degrees 48'00"W., along the North line of said lands, a distance of 5.00 feet to the Southeast corner of lands described in O.R. 2862, page 2913 of said public records; thence N. 00 degrees 12'00"W., along the East line of said lands, a distance of 274.84 feet to the Point of Beginning.

EXHIBIT D, Page 1

COST BASIS DOCUMENT

DEVELOPMENT NAME: Orchid Lake

FILE NUMBER: 2021-293CSN

(TO BE COMPLETED BY THE OWNER'S CPA OR ATTORNEY)	TOTAL ESTIMATED DEVELOPMENT COST	REASONABLY EXPECTED BASIS*	CURRENT BASIS
SOURCES			
Investor's Capital Contribution (Syndication Proceeds)	$ 15,468,453.00		
First Mortgage	142,531.00		
Second Mortgage	4,751,050.00		
Grants	556,500.00		
Owner's Contribution			
Other:	412,316.00		
Total Sources:	21,330,850.00		
USES			
Building or Land Acquisition			
Land	$ 1,550,000.00	$ 1,550,000.00	$ 10,000.00
Building			
Legal - Acquisition			
Building Rehab. or New Constr.			
Hard Costs	$ 11,617,500.00	$ 11,510,293.87	
Construction Period Interest	$ 531,862.50	$ 266,736.45	
Demolition			
Site Work	$ 1,500,000.00	$ 1,500,000.00	
Legal	$ 275,000.00	$ 54,394.00	$ 4,133.75
Accounting	$ 30,000.00	$ 22,500.00	
Architectural & Engineering	$ 467,000.00	$ 467,000.00	$ 1,800.00
Surveying	$ 25,000.00	$ 25,000.00	$ 30,465.00
Environmental	$ 10,000.00	$ 10,000.00	$ 11,000.00
Appraisal	$ 10,000.00	$ 10,000.00	
Tax Credit Fees	$ 114,345.00	$ -	
Developer Fee	$ 3,409,000.00	$ 3,409,000.00	
Syndication Expenses			
Construction Loan Fees	$ 86,250.00	$ 86,250.00	
Other:	$ 1,419,551.50	$ 1,048,974.68	
TAXES & INSURANCE	$ 285,341.00	$ 285,341.00	$ -
Total Uses:	$ 21,330,850.00	$ 20,245,490.00	$ 57,398.75

SUMMARY

Current Basis:	$ 57,398.75
Reasonably Expected Basis:	$ 20,245,490.00
Percentage Complete:	0.28%

CPA/ATTORNEY SIGNATURE

10/4/2021 (DATE)

305-860-8188 (TELEPHONE)

This form may be signed by the Applicant or designee if submitting as evidence of NOT meeting the 10% test.

*These figures are estimates for computation purposes only. For purposes of the Carryover Allocation Agreement, "reasonably expected basis" pursuant to Section 42(h)(1)(E)(ii) need not be the same as eligible basis and is computed for an entire project, rather than building-by-building.

EXHIBIT D, Page 2
COST BASIS CERTIFICATION

I certify that I have examined all eligible costs incurred, as listed on the Cost Basis Document, with respect to Orchid Lake. Based on this examination, it is my belief that HTG Orchid Lake, Ltd. has incurred more than 10 percent of its reasonably expected basis in Orchid Lake pursuant to Section 42(h)(1)(E)(ii) of the Internal Revenue Code.

_____ _____

Signature Date

_____

Print or Type Name of Certified Public Accountant or Attorney

_____

Address

_____

Telephone Number

EXHIBIT E

EXPLANATION OF CHANGES

Development Name: Orchid Lake
File Number: 2021-293CSN

If there are any changes in the project information from that submitted with the application, provide a detailed explanation/justification for the changes. These changes MUST be reviewed and approved by the Agency prior to execution of this Agreement.

Check those items that have changed and explain changes in the spaces provided below.
Attach supporting documentation as needed.

- [ ] Taxpayer Federal Identification Number
- [ ] Project Address
- [ ] Number of Units:
- [x] Number of Buildings
- [ ] Set-Aside Elections
- [ ] Extended Use Period
- [ ] Project Amenities
- [ ] Tenant Programs
- [x] Other: Unit Mix Change

Explanation of Changes: The number of buildings has been changed to four (4).
The unit mix has been revised as follows:

One Bedroom (1) One (1) Bath - 36
Two (2) Bedroom (2) Bath - 37
Three (3) Bedroom (2) Bath - 17

The changes to the unit mix and number of buildings were done for increased efficiencies in site planning.

EXHIBIT F

MULTIPHASE PROJECT

Development Name: Orchid Lake
File Number: 2021-293CSN

If the Development is classified as a Development located in a HUD-designated DDA and/or QCT, and it is the first phase of a multiphase project, as defined by HUD in the applicable DDA/QCT regulations, for purposes of Section 42(d)(5) of the Code, the DDA or QCT status of the site that applies for all phases is that which applied when the building(s) in the first phase were placed in service.

Multiphase Project Description:

Total number of phases and the projected development names of each phase in the project:

Three Phases total.
Name of Phase I - Orchid Lake
Name of Phase II - Orchid Lake Phase II
Name of Phase III - Orchid Lake Phase III

Total number of buildings in each phase:

First Phase: Orchid Lake; anticipated to be 4 residential buildings
Second Phase: Orchid Lake Phase II; anticipated to be 1 residential building
Third Phase: Orchid Lake Phase III; anticipated to be 5 residential buildings

Expected date each phase is to be completed:

First Phase: by March 31, 2023
Second Phase: by January 31, 2025
Third Phase: by January 31, 2026

A description of each phase's location (legal description) and projected zip code:

Phase I

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE MOST NORTHERLY CORNER OF LOT 1 AS SHOWN ON THE PLAT OF COCOA HILLS AS RECORDED IN PLAT BOOK 11, PAGE 38, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N30°31'40"W ALONG THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD A DISTANCE OF 2,171.49 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S89°48'39"W A DISTANCE OF 645.56 FEET TO A POINT ON A CIRCULAR CURVE WHICH IS CONCAVE WESTERLY AND HAS A RADIUS POINT WHICH BEARS S58°29'26"W AT A DISTANCE OF 6,496.75 FEET THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°52'30" AN ARC DISTANCE OF 779.56 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE WHICH IS CONCAVE SOUTHERLY, HAVING A RADIUS OF 386.81 FEET, A CENTRAL ANGLE OF 51°31'06" AND A CHORD BEARING N64°08'36"W, AN ARC DISTANCE OF 347.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY AND NORTHERLY ALONG A CURVE WHICH IS CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 161.00 FEET AND A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 252.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE, BEING A POINT ON THE EAST R/W LINE OF COCOA LAKES BLVD. AS DESCRIBED IN OFFICIAL RECORDS BOOK 2414, PAGE 1995, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N0°05'51"E ALONG SAID EAST R/W LINE A DISTANCE OF 265.26 FEET TO THE SOUTH R/W LINE OF MICHIGAN AVENUE; THENCE N87°47'22"E ALONG SAID SOUTH R/W LINE OF MICHIGAN AVENUE A DISTANCE OF 401.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 766.20 FEET AND A CENTRAL ANGLE OF 21°29'29"; THENCE EASTERLY ALONG SAID CURVE AN ARC A DISTANCE OF 287.40 FEET TO THE NORTH LINE OF THE NE1/4 OF THE NW1/4 OF AFORESAID SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST; THENCE S89°48'55"E ALONG SAID NORTH LINE A DISTANCE OF 114.74 FEET TO THE WESTERLY R/W LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE S30°31'40" E ALONG SAID WESTERLY R/W LINE A DISTANCE OF 1,496.22 FEET TO THE POINT OF BEGINNING.

Phase 2

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF LOT 19 AS SHOWN ON THE PLAT OF COCOA HILLS AS RECORDED IN PLAT BOOK 11, PAGE 38, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N89°34'10"W ALONG THE NORTH LINE OF LOTS 20 THROUGH 23 AND LOT 117 OF SAID PLAT OF COCOA HILLS A DISTANCE OF 385.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N89°34'10"W A DISTANCE OF 337.87 FEET TO THE SOUTHEAST CORNER OF A CONSERVATION EASEMENT AS DESCRIBED IN OR BOOK 2627, PAGE 1811, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N10°40'49"W ALONG THE EAST LINE OF SAID CONSERVATION EASEMENT A DISTANCE OF 813.10 FEET; THENCE N89°18'02"W ALONG THE NORTH LINE OF AFORESAID CONSERVATION EASEMENT A DISTANCE OF 450.00 FEET TO THE NORTHWEST CORNER OF AFORESAID CONSERVATION EASEMENT THENCE S0°02'54"E A DISTANCE OF 133.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 20, PINERIDGE, UNIT 4, AS RECORDED IN PLAT BOOK 13, PAGE 23, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°53'05"W ALONG THE NORTH LINE OF LOTS 1 AND 2, BLOCK 20 OF SAID PLAT A DISTANCE OF 150.10 FEET; THENCE N21°08'05"W ALONG THE EASTERLY BOUNDARY OF SAID PLAT A DISTANCE OF 698.18 FEET; THENCE N14°48'15"W ALONG THE EAST BOUNDARY OF AFORESAID PLAT AND ALONG THE EAST BOUNDARY OF PROPERTY DESCRIBED IN OR BOOK 172, PAGE 220, A DISTANCE OF 589.34 FEET; THENCE N32°06'55"W A DISTANCE OF 471.00 FEET; THENCE N89°53'55"W A DISTANCE OF 539.37 FEET TO THE WEST LINE OF PROPERTY DESCRIBED IN OR BOOK 3058, PAGE 2719; THENCE N0°05'31"E ALONG SAID WEST LINE A DISTANCE OF 562.17 FEET; THENCE S89°52'26"E ALONG THE SOUTH LINE OF PROPERTY DESCRIBED IN OR BOOK 2379, PAGE 2696, A DISTANCE OF 610.00 FEET; THENCE N0°05'51"E A DISTANCE OF 500.00 FEET TO THE SOUTHEAST CORNER OF THE COCOA LAKES BOULEVARD R.W AS DESCRIBED IN OFFICIAL RECORDS BOOK 2414, PAGE 1995; THENCE SOUTHEASTERLY ALONG A CURVE WHICH IS CONCAVE SOUTHERLY, HAVING A RADIUS OF 339.38 FEET A CENTRAL ANGLE OF 51°54'22" AND A CHORD BEARING S63°56'58"E, AN ARCH DISTANCE OF 307.46 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE WHICH IS CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6,416.75 FEET, A CENTRAL ANGLE OF 6°56'57" AND A CHORD BEARING S34°31'19"E, AN ARC DISTANCE OF 778.26 FEET; THENCE S19°25'44"E A DISTANCE OF 536.12 FEET; THENCE S22°24'33"E DISTANCE OF 616.59 FEET; THENCE S9°16'53"E A DISTANCE OF 598.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF 25°42'45"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 170.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S34°59'38"E A DISTANCE OF 105.49 FEET; THENCE S89°33'55"E A DISTANCE OF 8.14 FEET; THENCE S34°59'38"E A DISTANCE OF 474.25 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET AND A CENTRAL ANGLE OF 35°05'12"; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 162.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S0°05'34"W A DISTANCE OF 131.69 FEET TO THE POINT OF BEGINNING.

Phase 3

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at a Florida Department of Transportation Marker monumenting the Northwest corner of said Section 20, and run S. 00 degrees 12'00"E., along the West line of said Section, a distance of 524.59 feet to a point on the Westerly extension of the Southerly Right of Way line of Michigan Avenue (a 100 foot wide right of way); thence N. 72 degrees 46'50"E., along said Westerly extension and along said Southerly right of way line, a distance of 298.05 feet to the Point of Beginning; Thence continue N. 72 degrees 46'50"E., along said right of way line, a distance of 614.11 feet to a point on the West Right of Way line of University Lane (a 60 foot wide right of way); thence S. 00 degrees 11'08"E., along said West right of way line, a distance of 551.38 feet to the point of curvature of a 230.00 foot radius curve to the left; thence Southerly along the arc of said curve and along said right of way line, thru a central angle of 13 degrees 37'53", a distance of 54.72 feet to the Northeast corner of "College Oaks Condominium", Phases I and II, recorded in O.R. 2411, page 880 and O.R. 2424, page 1345 of the public records of Brevard County, Florida; thence S. 89 degrees 48'00"W., along the North line of said "College Oaks Condominium" Phases I and II, a distance of 338.54 feet to the Northwest corner thereof; thence S. 00 degrees 12'00"E., along the West line thereof, a distance of 249.00 feet to the Northeast corner of lands described in O.R. 1555, page 558 of said public records; thence S. 89 degrees 48'00"W., along the North line of said lands, a distance of 100.00 feet to the Northwest corner thereof.; thence S. 00 degrees 12'00"E., along the West line of said lands, a distance of 100.00 feet to the Southwest corner of lands described in O.R. 1555, page 558, said point lying 1.00 foot north, by right angle measurement, of the North right of way line of University Lane (a 60 foot wide right of way); thence S. 89 degrees 48'00"W., parallel with and 1.00 foot distant North from said North right of way line, a distance of 29.00 feet; thence N. 00 degrees 12'00"W., a distance of 387.00 feet to the Northeast corner of lands described in O.R. 4259, page 2968; thence S. 89 degrees 48'00"W., a distance of 121.00 feet to a point on the East line of lands described in O.R. 3395, page 3787 of said public records; thence N. 00 degrees 12'00"W., along said East line, a distance of 113.00 feet to the Northeast corner of said lands; thence S. 89 degrees 48'00"W., along the North line of said lands, a distance of 5.00 feet to the Southeast corner of lands described in O.R. 2862, page 2913 of said public records; thence N. 00 degrees 12'00"W., along the East line of said lands, a distance of 274.84 feet to the Point of Beginning.

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AFFIDAVIT CERTIFYING SITE CONTROL AND DEVELOPMENT LOCATION POINT

Orchid Lake
2021-293CSN

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared Matthew A. Rieger ("Affiant"), who being by me first duly sworn, on oath, says:

1. That this Affidavit is given on the personal knowledge of Affiant.

2. That Affiant is the Manager of Special Limited Partner of HTG Orchid Lake, Ltd., a Florida limited partnership (the "Applicant"), and is authorized to make this Affidavit on behalf of the applicant entity of Request for Applications 2021-103 / 2021-293CSN (the "Application").

3. Affiant certifies that the site for the development has not changed from that as submitted in the Application, or if it has changed such change will not have affected the scoring of the affiant's original application.

4. Affiant further certifies that the Development Location Point as defined in Rule Chapter 67-48, F.A.C. and as stated within the Application remains the same.

Dated as of this 6th day of October 2021.

Name: Matthew A. Rieger, individually, Affiant

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of October, 2021 by _____ who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public State of Florida
Cecilia A Pecquet
My Commission HH 073590
Expires 12/17/2024

Cecilia A. Pecquet
Notary Public
CECILIA A. PECQUET
Name typed printed or stamped

My Commission Expires: 12.17.2024

Ron DeSantis, Governor

Board of Directors: Ron Lieberman, Chair • LaTasha Green-Cobb, Vice Chair
Ryan Benson • Dane Eagle • Sandra Einhorn • Marlo Facella • Bill Gulliford • Dev Motwani • Holly Raschein

Harold "Trey" Price, Executive Director

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GROSS RENT FLOOR ELECTION

In accordance with Revenue Procedure 94-57, the Internal Revenue Service will treat the Gross Rent Floor in Section 42(g)(2)(A) as taking effect on the date the Corporation initially allocates* housing credits to the building. However, the IRS will treat the Gross Rent Floor as taking effect on the building's placed-in-service date IF the owner designates that date instead and so informs the Corporation prior to the placed-in-service date of the building.

THIS IS A ONE-TIME ONLY, IRREVOCABLE ELECTION.

The undersigned owner hereby makes the following election with respect to the Gross Rent Floor Effective Date for each building in the project designated below:

- [X] **On date of initial allocation (or determination)**
- [ ] **On placed-in-service date**

*** If the proposed project is tax-exempt bond financed (as defined by the IRC), the IRS will treat the gross rent floor as taking effect on the date the Corporation initially issues a determination letter unless the owner designates that the placed-in-service date should be used.**

Owner Signature	10.6.21 Date	Orchid Lake Project Name
Matthew A. Rieger Owner Name (Print or Type)		2021-293CSN Project Number

THIS ELECTION MUST BE RECEIVED BY THE CORPORATION PRIOR TO THE PLACED-IN-SERVICE DATE OF ANY BUILDING IN THE PROJECT.

RECEIVED BY THE FLORIDA HOUSING FINANCE CORPORATION
(Date Stamp):

RECEIVED
By Kristin Peters at 2:59 pm, Oct 07, 2021

Ron DeSantis, Governor

Board of Directors: Ron Lieberman, Chair • LaTasha Green-Cobb, Vice Chair
Ryan Benson • Dane Eagle • Sandra Einhorn • Maria Facella • Bill Gulliford • Dev Motwani • Holly Raschein

Harold "Trey" Price, Executive Director

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M E M O R A N D U M

TO: 2021 Carryover Allocation Agreement Recipient

FROM: Marisa G. Button, Managing Director of Multifamily Programs

DATE: October 1, 2021

RE: Taxpayer Election of Applicable Percentage

Pursuant to Section 42(b)(2)(A)(ii) of the Internal Revenue Code, a taxpayer may make an **IRREVOCABLE** election to lock-in the applicable percentage rate at the time a Carryover Allocation Agreement for tax credits is issued.

In order to lock-in the rate for the month of:	All documentation must be submitted by 5:00 PM on:
October 2021	November 05, 2021

If the deadlines listed above are not met, Florida Housing may not be able to complete the paperwork necessary to secure your election.

If the Owner makes no election, the applicable percentage for a building shall be that for the month in which the particular building is placed in service.

Ron DeSantis, Governor

Board of Directors: Ron Lieberman, Chair • LaTasha Green-Cobb, Vice Chair
Ryan Benson • Dane Eagle • Sandra Einhorn • Mario Facella • Bill Gulliford • Dev Motwani • Holly Raschein

Harold "Trey" Price, Executive Director

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Florida Housing
Finance Corporation

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TAXPAYER ELECTION OF APPLICABLE PERCENTAGE

The "Owner" HTG Orchid Lake, Ltd.
The "Project" Orchid Lake/2021-293CSN

Pursuant to Section 42(b)(1)(A)(ii) of the Internal Revenue Code (the "Code"), the Owner and the Florida Housing Finance Corporation ("Florida Housing") hereby enter into an agreement as to the housing credit amount allocated to the Project. This agreement represents an **irrevocable** election by the Owner to accept the credit rate chosen below and is dependent upon the issuance of a binding commitment for the allocation of housing credits from Florida Housing. The requirements of this action are set forth in Section 42(b)(1)(A)(ii) of the Code and are not those of Florida Housing or the State of Florida.

CHOOSE EITHER OF THE FOLLOWING:

[X] If this box is checked, the Owner hereby irrevocably elects, pursuant to Section 42(b)(1)(A)(ii)(I) of the Code, to fix the applicable credit percentage(s) for each building in the development as the percentage(s) prescribed by the Secretary of the Treasury for the month of October, 2021, which is the month of the Carryover Allocation Agreement. Florida Housing and the Owner acknowledge that this agreement constitutes an agreement binding upon Florida Housing, the Owner and all successors in interest to the Owner as owners of the Development as the allocation of 2021 Housing Credit authority to the building(s) in the Development, subject to compliance by the Owner with the requirements of Section 42 of the Code and the additional requirements, if any, of Florida Housing.

The undersigned hereby elects to accept the credit rate of 9% (70% present value credit) or 4% (30% present value credit) applicable only to the below identified development and building(s), as set forth in the Carryover Allocation Agreement of October, 2021.

-OR-

[ ] If this box is checked, the Owner makes no election pursuant to Section 42(b)(1)(A)(ii) of the Code, and accordingly, the applicable percentage for a building shall be that for the month in which the particular building is placed in service pursuant to Section 42(b)(1)(A)(i) of the Code.

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Harold "Trey" Price, Executive Director

BY: _____ 10.6.21
Signature of Owner Date

Matthew A. Rieger
Name (Type or Print)

Manager of Special Limited Partner
Title

Development Name: Orchid Lake
Development Number: 2021-293CSN
Type of Building(s): New Construction

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 6th day of October, 2021 by MATTHEW RIEGER who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public State of Florida
Cecilia A Pecquet
My Commission HH 073590
Expires 12/17/2024

Cecilia A. Pecquet
Notary Public

CECILIA A. PECQUET
Name typed, printed or stamped

My Commission Expires: 12.17.2024

Received and Accepted: _____ Date 10/7/2021
Marisa G. Button, Managing Director of Multifamily Programs
Florida Housing Finance Corporation

Ron DeSantis, Governor

Board of Directors: Ron Lieberman, Chair • LaTasha Green Cobb, Vice Chair
Ryan Benson • Dane Eagle • Sandra Einhorn • Marlo Facella • Bill Gulliford • Dev Motwani • Holly Raschein

Harold "Trey" Price, Executive Director

Profile of Principals and Key Staff



Matthew Rieger
President and CEO, Housing Trust Group

Matthew Rieger is President and CEO of Housing Trust Group (HTG), an award-winning, full-service developer of multifamily residential communities whose real estate transactions have exceeded $2 billion in commercial, land and residential developments across Florida, the Southeastern U.S., and Arizona. Prior to joining Housing Trust Group, Matthew served as an attorney at a large law firm, where he was involved in over $1 billion worth of transactions including acquisitions, development, re-financings, and joint ventures in the United States and abroad. As President and CEO of HTG since 2011, he has focused on expanding HTG's capacity and development pipeline, bringing greater awareness to the issue of affordable and workforce housing and working alongside industry leaders, public officials and legislators to shape policy that benefits working-class communities and families. In 2017, he was elected to serve on the Board of Directors of the Coalition of Affordable Housing Providers, a strategic alliance of non-profit and for-profit developers and professional service providers dedicated to providing safe and affordable housing to Floridians. A native of Miami and third-generation Floridian, Matthew holds a Juris Doctorate from Nova Southeastern University and a Bachelors of Arts degree in Geography from the University of Florida. He is an active member of the Coalition of Affordable Housing Providers, the Florida Bar Association and American Bar Association, and is involved several charities including Habitat for Humanity, The First Tee, Mourning Family Foundation and Wade's World Foundation.



Randy Rieger
Chairman and Founder, Housing Trust Group

Randy Rieger is the Founder and Chairman of Housing Trust Group. Prior to forming Housing Trust Group, for some 25 years, Mr. Rieger served as Vice President, then as Managing General Partner, of Royal Palm Beach Colony, L.P. The company was a large publicly held real estate development company listed on the American Stock Exchange and was actively involved in the development of numerous large-scale communities in Western Palm Beach County, Florida. Under Mr. Rieger's leadership, Royal Palm Beach Colony, L.P. developed the Village of Royal Palm Beach and nearly 10,000 surrounding acres.



Karen Weller
Chief Financial Officer, Housing Trust Group
Karen Weller has more than 25 years of experience in accounting, finance, treasury, and operations. Prior to joining Housing Trust Group, she served as VP, Accounting for The Related Group, a large developer of condo, market-rate rental, and affordable housing in South Florida. Karen has experience with both privately held and publicly traded companies in the real estate and hospitality sectors. While at LNR Property, Karen participated in structuring complex commercial mortgage-backed securitizations, subordinated commercial mortgage loans, and public debt offerings. Karen is a Certified Public Accountant, Certified Treasury Professional, and also holds a Chartered Professional Accountant designation from Canada. She graduated with a Bachelor of Commerce from the University of Calgary, and spent some time with Deloitte & Touche, where she was able to take advantage of their international secondment program to work in the Caribbean and Central Europe before making a permanent home in South Florida.



Jordan Tolman
Chief Operating Officer, **Housing Trust Group**
Prior to moving to Florida and joining HTG, Tolman served as a Principal and General Counsel for Silverback Development, a real estate development firm headquartered in New York City. Before working at Silverback Development, he was a partner at Levy Tolman LLP, where he led the firm and represented numerous clients in many legal areas such as commercial and municipal litigation, construction contracts, public contracts, and administrative law. Prior to that, he was a Partner at Tolman Smyth LLP and he also served as an Associate General Counsel at Stonehenge Partners Inc. Tolman earned a B.A. from the University of Pennsylvania and a Juris Doctor from Cardozo School of Law in New York City. Tolman brings a wealth of expertise to HTG regarding construction development and law as well as real estate leasing, licensing, and management.



Jason Larson
Senior Vice President of Development, Housing Trust Group
Jason brings over 20 experience in financing multifamily developments to the HTG Team with projects funded by the Florida Housing Finance Corporation and the United States Department of Housing and Urban Development. Jason is responsible for the entire development process of both Low Income Housing Tax Credit and conventionally financed real estate developments including site sourcing and selection, valuation and feasibility, design and construction coordination as well as the sourcing, structuring and closing of debt and equity funding transactions. Prior to joining Housing Trust Jason was responsible for development and asset management/re-positioning of affordable housing developments including refinancing, restructuring and conversion of affordable housing projects to market rate, and coordination of capital improvement and financial workout activities. Jason holds a Bachelor degree in Finance and Real Estate from Florida State University.



Mario Robaina
Senior Vice President of Finance, Housing Trust Group

Mario Robaina has over 20 years of experience in Finance in Real Estate, Investment Banking, and Private Equity. At HTG, Mr. Robaina has been primarily responsible for structuring, modeling, underwriting, negotiating and closing of a variety of multi-family 9% and 4% LIHTC developments. In addition, he has been involved as the Asset Manager of a portion of HTG's Operating Portfolio. Prior to joining HTG in 2015, he closed over $1 billion in all manner of new construction, redevelopment and refinancing real estate transactions including multi-family for sale, market rate rental, LIHTC rental, commercial, office and industrial developments. Mr. Robaina received his Bachelors of Science in Industrial Engineering from Stanford University and holds an MBA from the University of Miami focusing on Finance and Management.



Al Hernandez
Senior Vice President of Finance, Housing Trust Group

Al has 30 years of experience in the finance and accounting sectors for private and public companies. Prior to joining Housing Trust Group, he was the Chief Financial Officer of The Easton Group, a commercial real estate broker, property owner, and manager. Previously he was the Chief Accounting Officer for The Related Group, the largest multifamily condominium and apartment builder in the country. He started his accounting career with General Development Corporation as a senior accountant. Al is a Certified Public Accountant and holds a Bachelor of Business Administration Degree in Accounting from Florida International University.



Laura Rodriguez
Executive Vice President, HTG Management ("HTGM")

Laura Rodriguez oversees the operation of HTG Management, a full-service real estate management company. Her responsibilities include directing operations and profitability. She also plays a key role in working with the development team on all new apartment projects and works closely with Asset Management to ensure the success of all Housing Trust Group investments. Laura has over 23 years of property management experience with some of the top firms in the industry. In addition to managing market rate and affordable housing, she brings her extensive knowledge and experience in Section 42 Low-Income Housing Programs: LIHTC, SAIL, MMRB, County Bond, HOME, HUD, Public Housing, SHIP, and other government affordable housing programs.



Humberto "Bert" Del Valle
Executive Vice President of Construction, Housing Trust Group

Bert Del Valle is a General Contractor with over twenty-five years of experience in both residential and commercial/industrial construction. Responsible for over $200 million dollars in development and construction projects. Proficient in scheduling, coordinating, and team building, through all facets of construction from land acquisition/development to obtaining the Certificate of Occupancy. Bert holds a Bachelor's degree in Finance from Florida International University, as well as a General Contractors License, Master Plumbing License, and Real Estate Broker's License in the State of Florida.

HOUSING TRUST GROUP MULTIFAMILY PORTFOLIO

	Development Name	Florida County	Building Type	Units	Address	Completion Date	Sources of Funding	Demographic	Status	Total Cost
1	Grande Pointe	Orange	Garden Style	276	1705 Grande Pointe Boulevard Orlando, FL 32839	August-01	FHFC Bonds, Wachovia Bank	Family Affordable	Completed	$ 17,969,282.00
2	Colony Park	Palm Beach	Garden Style	130	8215 Belvedere Road West Palm Beach, FL 33411	May-02	Palm Beach HFA Bonds, FHFC SAIL, Paramount Financial	Family Affordable	Completed	$ 13,241,339.00
3	Emerald Palms	Broward	Duplex	318	5331 SW 43rd Terrace Dania Beach, FL 33314	June-02	Broward HFA Bonds, FHFC SAIL, MMA Financial	Family Affordable	Completed	$ 23,792,185.00
4	The Chateau	Leon	Garden Style	36	511 N. Woodward Avenue Tallahassee, Florida 32304	August-02	Conventional	Students	Completed	$ 4,500,000.00
5	Venice Cove	Broward	Garden Style	150	721 N.W. 19th Street Fort Lauderdale, FL 33311	November-02	Broward HFA Bonds, FHFC SAIL, MMA Financial	Family Affordable	Completed	$ 15,074,942.00
6	Marina Bay	Palm Beach	Garden Style	192	2400 Lantana Road Lake Worth, FL 33462	December-02	FHFC Bonds, Palm Beach HFA Bonds, Palm Beach SHIP, Key Bank	Senior Affordable	Completed	$ 16,145,375.00
7	Venetian Isles I	Palm Beach	Garden Style	288	800 Venetian Isles Drive Lake Park, FL 33403	February-03	FHFC Bonds, Palm Beach HFA Bonds, Palm Beach SHIP, MMA Financial	Family Affordable	Completed	$ 29,426,693.00
8	Preserve at San Luis	Leon	Townhome	190	1560 San Luis Road Tallahassee, FL 32304	August-03	Conventional	Students	Completed	$ 23,000,000.00
9	Groves At Wimauma	Hillsborough	Garden Style	108	5411 Palm Dunes Ct Wimauma, Florida 33598	October-03	Tax Credits and HOME	Family Affordable	Completed	$ 4,300,000.00
10	The Kensington	Palm Beach	Garden Style	163	300 Crestwood Circle Royal Palm Beach, FL 33411	January-04	Conventional	Market Rate	Completed	$ 18,523,429.00
11	Venetian Isles II	Palm Beach	Garden Style	112	800 Venetian Isles Drive Lake Park, FL 33403	February-04	Palm Beach HFA Bonds, FHFC SAIL, Palm Beach SHIP, MMA Financial	Family Affordable	Completed	$ 14,192,003.00
12	Chapel Trace	Orange	Garden Style	312	562 Chapel Trace Drive Orlando, FL 32807	February-04	FHFC Bonds, Wachovia Bank	Family Affordable	Completed	$ 16,249,000.00
13	Malibu Bay	Palm Beach	Garden Style	264	750 Malibu Bay Drive West Palm Beach, FL 33401	April-05	SHIP, City of WPB HOME MMA Financial, HUD 223(f)	Family Affordable	Completed	$ 29,521,257.00
14	Campus Club	Hillsborough	Mid-Rise	64	5651 East Fletcher Avenue Tampa, FL 33617	August-05	Conventional	Students	Completed	$ 12,017,644.00
15	Preserve at River's Edge	Volusia	Garden Style	180	1401 S Palmetto Avenue Daytona Beach, FL 32114	September-05	Conventional	Condominium for Sale	Completed	$ 7,200,000.00
16	The Oasis at Pearl Lake	Seminole	Garden Style	316	1037 Alden Pkwy Altamonte Springs, FL 32714	March-07	Conventional	Condominium for Sale	Completed	$ 12,640,000.00
17	Green Cay Village Town Homes	Palm Beach	Townhome	100	12577 Green Cay Farm Boulevard, Boynton Beach, FL 33437	June-07	Conventional	Workforce for Sale	Completed	$ 2,840,666.00
18	Green Cay Village Condominium	Palm Beach	Garden Style	160	12576 Green Cay Farm Boulevard, Boynton Beach, FL 33437	June-07	Conventional	Workforce for Sale	Completed	$ 4,762,779.00
19	Palm Park f/k/a Green Cay Village Apartments	Palm Beach	Garden Style	160	12575 Green Cay Farm Boulevard, Boynton Beach, FL 33437	August-07	Palm Beach HFA Bonds, FHFC SAIL, Palm Beach SHIP, MMA Financial	Family Affordable	Completed	$ 24,780,341.00
20	Veranda Senior Apartments	Miami-Dade	Garden Style	99	28355 SW 152nd Avenue Homestead, FL 33033	January-12	FHFC MMRB (bonds), 4% Credits, TCEP loan, Miami-Dade County Surtax	Senior Affordable	Completed	$ 20,796,869.79
21	540 Town Center	Pinellas	High-Rise	146	540 2nd Avenue South St. Petersburg, FL 33701	January-13	9% Tax Credits	Senior Affordable	Completed	$ 24,500,000.00
22	Pine Run Villas	Palm Beach	Townhome	63	5212 Sunset Trail Lake Worth, FL 33463	July-13	Palm Beach HFA Bonds 4% tax credits, Palm Beach County NSP2, HOME	Family Affordable	Completed	$ 13,431,509.39
23	Village Place	Broward	Mid-Rise	112	720 NE 4th Avenue Fort Lauderdale, FL 33304	November-14	9% Tax Credits	Senior Affordable	Completed	$ 25,016,991.64
24	Whispering Palms	Pinellas	Townhome & Garden Style	63	601 16th Avenue SE Largo, FL 33771	November-15	Pinellas County , 9% Tax Credits	Family Affordable	Completed	$ 11,000,000.00
25	Valencia Grove	Lake	Garden Style	144	551 Huffstetler Drive Eustis, FL 32726	November-16	4% Tax Credits, SAIL & ELI, Bonds, City of Eustis Grant	Family Affordable	Completed	$ 21,000,000.00
26	Courtside Apartments	Miami-Dade	Mid-Rise	84	1700 NW 4th Avenue Miami, FL 33136	November-16	Miami-Dade HFA Bonds, 4% tax credits, CRA loan, Miami-Dade Surtax	Family Affordable	Completed	$ 20,000,000.00
27	Wagner Creek	Miami-Dade	High-Rise	73	1501 NW 13th Court Miami, FL 33125	January-17	9 % Tax credits, City of Miami HOME	Family Affordable	Completed	$ 22,800,000.00
28	Freedom Gardens	Hernando	Garden Style	96	1130 South Main St. Brooksville, FL 34601	August-17	9 % Tax credits	Family Affordable	Completed	$ 17,300,000.00
29	Park at Wellington	Pasco	Garden Style	110	4369 Sunray Drive Holiday, FL 34691	August-17	9 % Tax credits	Family Affordable	Completed	$ 19,500,000.00
30	Park at Wellington II	Pasco	Mid-Rise	110	4370 Sunray Drive Holiday, FL 34691	March-18	4% Tax credits, SAIL, MMRB Bonds	Family Affordable	Completed	$ 16,800,000.00
31	Hammock Ridge	Hernando	Garden Style	104	8274 Omaha Cir Spring Hill, FL 34606	April-18	9% Tax Credits	Family Affordable	Completed	$ 18,000,000.00
32	Covenant Villas	Palm Beach	Garden Style	144	601 Covenant Drive Belle Glade, FL 33430	May-18	9 % Tax credits	Family Affordable	Completed	$ 21,900,000.00
33	Arbor View	Broward	Mid-Rise	100	3100 N SR 7 Margate, FL 33063	June-18	9% Tax Credits	Senior Affordable	Completed	$ 27,000,000.00

HOUSING TRUST GROUP MULTIFAMILY PORTFOLIO

	Development Name	Florida County	Building Type	Units	Address	Completion Date	Sources of Funding	Demographic	Status	Total Cost
34	Princeton Park	Miami-Dade	Garden Style	150	13105 SW 248th Street, Princeton, FL	December-18	9% Tax Credits	Family Affordable	Completed	$ 34,800,000.00
35	Douglas Gardens V	Broward	Mid-Rise	110	709 SW 88 Avenue Pembroke Pines, FL 33025	March-19	4% Tax credits, SAIL, ELI, MMRB Bonds	Senior Affordable	Completed	$ 24,000,000.00
36	Freedom Gardens II	Hernando	Garden Style	94	290 Revere Road Brooksville, FL 34601	Est. February-19	4% Tax credits, SAIL, ELI MMRB Bonds	Family Affordable	Completed	$ 18,000,000.00
37	Twin Lakes Estates, Phase I	Polk	Garden Style	100	501 Hartsell Avenue Lakeland, FL 33801	Est. March-19	4% Tax credits, SAIL, ELI, MMRB Bonds	Senior Affordable	Completed	$ 17,000,000.00
38	Heron Estates Sr.	Palm Beach	Garden Style	101	2014 W 17 Court Riviera Beach, FL 33404	Est. July-19	4% Tax Credits, SAIL, ELI, Palm Beach County Bonds	Senior Affordable	Completed	$ 20,000,000.00
39	Hammock Ridge II	Hernando	Mid-Rise	92	8234 Omaha Circle Spring Hill, FL 34606	Est. May-19	9% Tax Credits	Senior Affordable	Completed	$ 18,000,000.00
40	The Addison	Manatee	Mid-Rise	90	702 6th Avenue E Bradenton 34208	Est. July-19	9% Tax Credits, SAIL, City of Bradenton CDBG	Family Affordable	Completed	$ 21,600,000.00
41	Luna Trails	Brevard	Garden Style	86	1705 South De Leon Avenue Titusville FL 32780	Est. November-19	9% Tax Credits	Senior Affordable	Completed	$ 16,300,000.00
42	Isles of Pahokee, II	Palm Beach	Garden Style	129	308 Pope Court Pahokee, FL 33476	Est. January-20	9% Tax Credits	Senior Affordable	Completed	$ 15,500,000.00
43	The Palms at Town Center	Flagler	Garden Style	88	Palm Coast, FL	Est. March-20	4% Tax Credits, Workforce, SAIL	Family Affordable	Completed	$ 16,000,000.00
44	Osprey Pointe	Pasco	Garden Style	110	Dade City, FL	Est. June - 20	4% Tax credits, SAIL, ELI MMRB Bonds	Family Affordable	Completed	$ 22,350,000.00
45	Twin Lakes Estates, Phase II	Polk	Garden Style	132	501 Hartsell Avenue Lakeland, FL 33801	Est. Oct-20	4% Tax credits, SAIL, ELI MMRB Bonds	Family Affordable	Under Construction	$ 19,000,000.00
46	Max's Landing	Miami-Dade	Garden Style	76	8905 SW 169 CT	Est. March-21	9% Tax Credits	Family Affordable	Under Construction	$ 16,800,000.00
47	Village View	Broward	High-Rise	100	Fort Lauderdale, FL	Est. April-21	9% Tax Credits	Senior Affordable	Under Construction	$ 31,500,000.00
48	Oaks at Lakeside	Manatee	Garden Style	96	Bradenton, FL	Est. July - 21	9% Tax Credits	Family Affordable	Under Construction	$ 18,000,000.00
49	Father Marquess-Barry Apartments	Miami-Dade	Garden Style	60	301 NW 17th Street Miami, FL 33136	Est. December-21	9% Tax Credits	Family Affordable	Under Construction	$ 12,600,000.00
50	Hudson Village	Broward	High-Rise	96	Hollywood, FL	Est. December-21	9% Tax Credits	Family Affordable	Under Construction	$ 34,900,000.00
51	Lafayette Park	Leon	Garden Style	96	Tallahassee, FL	Est. December-21	9% Tax Credits	Family Affordable	Under Construction	$ 20,400,000.00
52	Valencia Grove, II	Lake	Garden Style	110	Eustis, FL	Est. December-21	4% Tax Credits, SAIL & ELI, Bonds	Senior Affordable	Under Construction	$ 20,200,000.00
53	Oak Valley	Marion	Garden Style	96	Ocala, FL	Est. December-21	9% Tax Credits	Family Affordable	Under Construction	$ 18,100,000.00
54	Heron Estates Family	Palm Beach	Townhouses	79	Riviera Beach, FL	Est. December-21	4% Tax Credits, SAIL & ELI, Bonds	Family Affordable	Under Construction	$ 21,500,000.00
55	Flagler Station	Palm Beach	High-Rise	94	West Palm Beach, FL	Est. December-21	9% Tax Credits	Family Affordable	Under Construction	$ 26,000,000.00
56	Park Ridge	Polk	Garden Style	96	Mulberry, FL	Est. February-22	9% Tax Credits	Family Affordable	Underwriting	$ 21,000,000.00
57	Shoreline Villas	Okaloosa	Garden Style	72	Unincorporated Okaloosa County, FL	Est. February-22	9% Tax Credits	Senior Affordable	Underwriting	$ 16,600,000.00
	Outside of Florida									
58	River Ridge	Cherokee	Garden Style	356	100 River Ridge Drive Canton, GA 30114	March-03	Georgia Bonds, HUD	Family Affordable	Completed	$ 28,423,763.00
59	Reserve at Creekside	Hamilton	Garden Style	192	1360 Reserve Way Chattanooga, TN 37421	June-05	Conventional	Market Rate	Completed	$ 14,122,555.00
60	Forest Cove, Phase I	Hamilton	Garden Style	120	7700 Aspen Lodge Way Chattanooga, TN 37421	August-14	HUD 221(d)(4)	Market Rate	Completed	$ 14,462,555.28
61	Forest Cove, Phase II	Hamilton	Garden Style	72	East Brainerd Road Chattanooga, TN	February-17	HUD 221(d)(4)	Market Rate	Completed	$ 9,000,000.00
62	Aviva	Maricopa	Garden Style	325	8340 East Baseline Road, Mesa, AZ 85209	August-18	HUD 221(d)(4)	Market Rate	Completed	$ 63,937,136.00
63	Aviva Goodyear	Maricopa	Garden Style	288	4175 North Falcon Drive Goodyear, AZ 85395	Est. June-22	HUD 221(d)(4)	Market Rate	Under Construction	$ 68,600,000.00
64	Park Tower	Tarrant	Mid-Rise	90	1209 Jacksboro Highway, Fort Worth, TX 76114	Est. Nov-22	9% Tax Credits	Family Affordable	Underwriting	$ 21,748,408.00

PREVIOUS HOUSING DEVELOPMENT EXPERIENCE









Project Name: Freedom Gardens II
Location: 290 Revere Road Brooksville, FL 34601
Project Size: 94 Units
Project Completion Date or Current Status: May 2019
Funding Sources & Amounts:

1. Citi Bank Construction Loan: $8,600,000
2. Citi Bank Permanent Loan: $4,625,000
3. SAIL: $5,500,000
4. ELI: $493,400
5. Raymond James 4% Tax Credit Equity:
   Construction Phase = $1,456,198 Permanent Phase = $5,824,793
6. Deferred Developer Fee:
   Construction Phase = $1,157,504 Permanent Phase = $763,909

Ownership Type: Limited Liability Company
Public Programs Utilized: N/A
Income Levels Served: 84 units at 60% AMI & 10 units at 40% AMI (5 units Special Needs)
Type of Development: Garden Style Development
Demographic: Family
Extent of community and/or residential participation:

1. After School Programs for Children
2. Literacy Training
3. Employment Assistance Programs

Total Development Cost: $17,207,102

PREVIOUS HOUSING DEVELOPMENT EXPERIENCE






Project Name: Hammock Ridge II
Location: 8234 Omaha Circle Spring Hill, FL 34606
Project Size: 92 units
Project Completion Date or Current Status: June 2019
Funding Sources & Amounts:

1. Key Bank National Association Construction Loan: $13,700,000
2. Key Bank/Freddie Mac Perm Loan: $3,700,000
3. CREA Housing Credit Equity: $13,995,073
   Construction Phase = $3,498,769 Permanent Phase = $13,995,073
4. Deferred Developer Fee:
   Construction Phase = $400,401 Permanent Phase = $50,282
5. Deferred Reserves: $146,185

Ownership Type: Limited Liability Company
Public Programs Utilized: N/A
Income Levels Served: 82 units at 60% AMI & 10 units at 40% AMI (5 units Special Needs)
Type of Development: Mid-Rise 4 Story Development
Demographic: Elderly
Extent of community and/or residential participation

1. Literacy Training
2. Daily Activities
3. Assistance with Light Housekeeping, Grocery Shopping and/or Laundry

Total Development Cost: $17,745,355

PREVIOUS HOUSING DEVELOPMENT EXPERIENCE









Project Name: Douglas Gardens V
Location: 709 SW 88 Avenue Pembroke Pines, FL 33025
Project Size: 110 units
Project Completion Date or Current Status: March 2019
Funding Sources & Amounts:

1. FHFC/US Bank Tax Exempt Bonds:
   Construction Phase = $13,200,000 Permanent Phase = $8,900,000
3. FHFC SAIL Loan: $5,000,000
4. FHFC ELI Loan: $781,900
5. USBCDC 4% Housing Credit Equity:
   Construction Phase = $1,537,330 Permanent Phase = $8,415,534
6. Deferred Developer Fee:
   Construction Phase = $1,476,665 Permanent Phase = $773,401
   Deferred Land Value Payment: $1,875,000

Ownership Type: Limited Partnership
Public Programs Utilized: N/A
Income Levels Served: 99 units at 60% AMI & 11 units at 33% AMI (6 units Special Needs)
Type of Development: Mid-Rise 4 Story Development
Demographic: Elderly
Extent of community and/or residential participation:

1. Literacy Training
2. Daily Activities
3. Assistance with Light Housekeeping, Grocery Shopping and/or Laundry

Total Development Cost: $23,870,895

PREVIOUS HOUSING DEVELOPMENT EXPERIENCE









Project Name: Twin Lakes I (F.K.A. West Lake Apartments)
Location: 501 Hartsell Avenue , Lakeland, FL
Project Size: 100 units
Project Completion Date: March 2019
Funding Sources & Amounts:

1. US Bank Construction Loan: $9,000,000
2. Walker & Dunlop/Freddie Mac Perm Loan: $3,800,000
3. FHFC SAIL Loan: $5,000,000
4. FHFC ELI Loan: $294,000
5. Raymond James Housing Credit Equity:
   Construction Phase = $910,360 Permanent Phase = $6,069,062
6. Deferred Developer Fee:
   Construction Phase = $1,436,649 Permanent Phase = $687,947
7. Lakeland Housing Authority: $790,000

Ownership Type: Limited Partnership
Public Programs Utilized: Project Based Vouchers
Income Levels Served: 90 units at 60% AMI & 10 units at 40% AMI (5 units Special Needs)
Type of Development: Garden 3-Story Development
Demographic: Elderly
Extent of community and/or residential participation

1. Literacy Training
2. Daily Activities
3. Assistance with Light Housekeeping, Grocery Shopping and/or Laundry

Total Development Cost: $16,641,009

PREVIOUS HOUSING DEVELOPMENT EXPERIENCE









HERON ESTATES
PARTNERSHIP WITH RIVIERA BEACH HOUSING AUTHORITY

2014 W 17th Ct
Riviera Beach, Florida 33404

Property Size: 15.5-acres
Property Type: Affordable Elderly **Community Style:** Garden Style
Building Height: 3 stories
Number of Buildings: 11
Number of Units: 180 (both phases) **Funding:** 4% tax credits (Phase I),
9% tax credits (Phase II)
Completion Date: Estimated 2019 (Phase I) & 2020 (Phase II)

The Riviera Beach Housing Authority has partnered with HTG for the redevelopment of the former Ivey Green Village public housing site. The new development, named Heron Estates, encompasses 180 units in the City of Riviera Beach.

The new community includes 101 one and two-bedroom apartments, as well as 79 townhouses. Its amenities include a large community center, state-of-the-art fitness center, a swimming pool and a lake feature which both the apartments and townhouses will enjoy.

Heron Estates will be Green Certified, and incorporates water conservation and reuse, conservation of building resources, and optimized ventilation and cooling that allow for energy efficiency.

PREVIOUS HOUSING DEVELOPMENT EXPERIENCE





COVENANT VILLAS

PALM BEACH COUNTY HOUSING AUTHORITY 601 Covenant Drive
Belle Glade, Florida 33430

Property Size: 8.23-acres
Property Type: Affordable Multi-Family **Community Style:** Garden Style Apartments **Building Height:** 2 stories
Number of Buildings: 18
Number of Units: 144
Funding: Palm Beach County Loan and 9% tax credits
Completion Date: July 2017

The property consists of 144 affordable rental apartments compromised of eighteen, 2-story buildings situated on 8.23 acres of land. The property includes a 3,500 square foot structure containing administrative leasing / maintenance functions and day care center.

The work scope entails substantial rehabilitation to all the apartments and upon completion the units will be updated to meet all local code requirements as well as Florida Housing Finance Corporation guidelines. Covenant Villas will have an amenities package that will include, but not be limited to, energy efficient apartments containing eco-friendly flooring, programmable thermostats, energy star rated windows and appliances. Additionally, tenants will have access to a “state of the art” laundry center within the complex.

HTG DEVELOPMENT EXPERIENCE









COURTSIDE APARTMENTS
OVERTOWN/ PARK WEST CRA

1600 NW 3rd Avenue
Miami, Florida 33136

Property Size: 2.31-acres
Property Type: Affordable Multi-Family
Community Style: Mid-rise
Building Height: 6 stories
Number of Buildings: 1
Number of Units: 84
Funding: Southeast Overtown/Park West CRA Loan, Miami-Dade HFA Bonds and Surtax, 4% tax credits.
Completion Date: November 2016

National Reader's Choice Award for Best Family Project, Affordable Housing Finance 2017

Best Affordable Residential Project, 2017 South Florida Business Journal Structure Awards.

Courtside Apartments is located in Miami's historic Overtown district in the Southeast Overtown Park West (SEOPW) CRA and on the grounds of the County owned Culmer Neighborhood Center.

The new community has created a more pedestrian friendly environment on the grounds of the Culmer Center and serves as a catalyst for future development in the area, as well as providing residents with access to governmental services, small business opportunities and neighborhood-oriented shopping.

Some amenities include a state of the art theater/media room, Miami Heat branded and Alonzo Mourning signature basketball court, covered outdoor BBQ area, large state-of-the-art fitness center, computer lab & wifi lounge, and library.

HTG DEVELOPMENT EXPERIENCE









VALENCIA GROVE

551 Huffstetler Drive
Eustis, FL 32726

Property Size: 9.25-acres
Property Type: Affordable Family
Community Style: Garden Style
Building Height: 3 stories
Number of Buildings: 6
Number of Units: 144
Funding: 4% tax credits, SAIL, ELI.
Completion Date: January 2017

Valencia Grove is a $21 million, 144-unit affordable multifamily development located in the Central Florida city of Eustis, Lake County, FL.

The community features garden-style residential buildings, along with a Grand Clubhouse which provides its residents access to a cyber cafe room, laundry facility, an exercise room and a pool. Other onsite amenities include a playground, sand volleyball court, car care center, pet park and sports field. It serves working families with rents ranging from $405 to $849 per month.

Valencia Grove was 100% leased upon opening.

HTG DEVELOPMENT EXPERIENCE









PRINCETON PARK

13105 SW 248th Street, Princeton, FL 33032

Property Size: 8 acres
Property Type: Affordable
Community Style: Garden-Style
Building Height: 3 stories
Number of Buildings: 4
Number of Units: 150 units
Funding: 9% tax credits
Completion Date: January 2019

Princeton Park is a new multifamily mixed-income apartment community located in southern Miami-Dade County. The residential award-winning community, which was designed by Corwil Architects incorporated contemporary, green-focused design elements

The amenities at Princeton Park include a state-of-the-art clubhouse with a clubroom, pool table, lounge seating, fitness center, dog park, playground, walking trail and resort style pool.

Resident Programs at Princeton Park include Literacy Training, Employment Assistance Programs, and Family Support Coordinators.

Princeton Park was built to the National Green Building Standards (NGBS) Certification program.

HTG DEVELOPMENT EXPERIENCE







VILLAGE PLACE

720 NE 4th Avenue
Ft. Lauderdale, Florida 33304

Property Size: 1.08-acres
Property Type: Affordable Elderly
Community Style: Mid-rise
Building Height: 6 stories
Number of Buildings: 1
Number of Units: 112
Funding: 9% tax credits
Completion Date: November 2014
Services: Daily activities, quarterly health care visits, health and nutrition classes, and resident assistance referral program

Village Place is located in the heart of downtown Ft. Lauderdale, near Las Olas in the fast-growing Flagler Village neighborhood. Village Place is a new construction, six-story midrise development with 112 affordable apartments targeted for people aged 55-and-older who earn between 25 percent and 60 percent of the area's median income.

The new community aims to create a safe and attractive environment for its residents with access to amenities like a clubhouse, large state-of-the-art fitness center, library, courtyard, wifi lounge, rooftop pool and private garage parking.

Village Place won the National Association of Home Builder's Silver Award in 2017 for Best of 55+ Affordable Rental Community category.

HTG DEVELOPMENT EXPERIENCE









MAX'S LANDING

8905 SW 169th Court,

Miami-Dade County, FL 33196

Property Size: 2.71 acres
Property Type: Affordable
Community Style: Garden-Style
Building Height: 3 stories
Number of Buildings: 1
Number of Units: 76 units
Funding: 9% tax credits (with Surtax and HOME financing)
Completion Date: March 2021

Max's Landing (f/k/a Paradise Lakes Apartments) is a new multifamily mixed-income and mixed-use apartment community for families located in Unincorporated Miami-Dade County. The residential community, which was designed by Modis Architects incorporated unique design elements that are traditional to the Traditional Neighborhood Development District.

The amenities at Max's Landing include a state-of-the-art clubroom with full kitchenette, package locker room, media room, electric car charging stations, pool table, business center, fitness center, community gardens, and approx. 11,000 SF of ground floor retail.

Resident Programs at Max's Landing include Literacy Training, Employment Assistance Programs, and Financial Management Programs.

Max's Landing was designed to the National Green Building Standards (NGBS) Certification program.

HTG DEVELOPMENT EXPERIENCE









FREEDOM GARDENS

932 Freedom Way
Brooksville, Florida 34601

Property Size: 10.7-acres
Property Type: Affordable Family
Community Style: Garden Style
Building Height: 3 stories
Number of Buildings: 5
Number of Units: 96
Funding: 9% tax credits.
Completion Date: March 2017

Located in Brooksville, which is home to historic buildings and famous governor residences, Freedom Gardens, a brand new gorgeous multifamily affordable community, will serve as an avant catalyst for future business developments and opportunities.

Freedom Gardens is pursuing green building certification under the National Green Building Standard (NGBS) administered by NAHB. Architectural design is based on a "French Country Theme".

Freedom Gardens is the first phase of the 2-phase development that will consist of 96 units. Amenities at Freedom Gardens will include a Pet Park, a jogging path, a 1,200 SF pool and a 4,806 SF Grand

MERIDIAN APPRAISAL GROUP

1331 SUNDIAL POINT
WINTER SPRINGS, FLORIDA 32708
TEL 407.875.6933
FAX 407.875.1061

August 6, 2021

Mr. Keith Whitaker
Seltzer Management Group, Inc., as agent for the Florida Housing Finance Corporation
17633 Ashley Drive
Panama City Beach, Florida 32413

The improvements will consist of a 90-unit complex situated on an estimated 7.60-acre site located at the SW corner of University Ln and Michigan Ave in Cocoa, parcel number 24-36-20-00-289. The property will be considered a Class B improvement in the local area. The Housing Credit, SAIL and ELI programs require the subject to set aside 14 (15%) of the units for households earning 33% or less of the Area Median Income (AMI) and 76 (85%) of the units for households earning 60% or less of AMI. Additionally, the subject will be restricted by the NHTF program which requires the subject to set aside three units at 22% AMI. The subject will be restricted by the Housing Credit, ELI, SAIL and NHTF programs.

The subject's co-developer is Housing for Homeless, Inc. (HfH). HfH is a Brevard County, Florida based 501 (c) 3 nonprofit organization. HfH's mission is to provide the homeless of Brevard County with support services and safe housing solutions that enables them to gain permanent housing needs. HfH focuses on teaching self-sufficiency. HfH will provide case management and on-site services at Orchid Lake, this includes an onsite case manager at no cost.

The property is currently vacant land.

This market study is the result of this evaluation, together with supporting data and documentation, as of the date of this report, August 6, 2021.

Conclusions and Recommendations:

1. The subject site is of a size and configuration that appears to be suited for a variety of developments, including rental apartments. Overall, access and exposure are considered to be average for multi-family purposes. The location of the site is central to neighborhood shopping, employment, and healthcare facilities. All necessary utilities and services are available to the site to support the existing development. Based on these investigations, we are of the opinion that the subject site is suitable for apartment development.

2. The subject improvement is planned to be an apartment project made up of four, three-story, garden style buildings with a separate clubhouse building. The subject will have typical common area amenities and site improvements. The unit mix contains one, two and three-bedroom units, which should be well accepted within the subject's demographic. Based on our inspection, review of the site plans and discussions with a representative of the developer, we are of the opinion that the proposed improvements are well suited for their proposed use as affordable apartments for the homeless and general population.

   The following is the subject's proposed unit mix.

Unit Mix Summary			
Unit Type	**# Of Units**	**Unit Size (S.F.)**	**Total S.F.**
1/1	36	802	27,246
2/2	37	924	37,696
3/2	17	1,137	16,674
Total/Avg.	**90**	**915**	**82,389**

The total living area within the units is 82,389 square feet, resulting in an average unit size of 915 square feet. The indicated density is 11.84 units per acre.

Common amenities will include clubhouse with space for case management, media room, community room, business center, fitness room, playground and swimming pool. Unit amenities will include ceiling fans, refrigerators, oven/ranges, dishwashers, garbage disposals, microwaves, washer/dryer hookups and blinds.

The Housing Credit, SAIL and ELI programs require the subject to set aside 14 (15%) of the units for households earning 33% or less of the Area Median Income (AMI) and 76 (85%) of the units for households earning 60% or less of AMI. The subject will set aside up to 50% (45) units for at risk Homeless individuals and families with 15% of those units set aside for persons with Special Needs specifically for those with a Disabling Condition (which may be the same units set aside for at risk Homeless individuals and families), leaving up to 50% (45) for a conventional Family (general population) demographic commitment. Additionally, the subject will be restricted by the NHTF program which requires the subject to set aside three units at 22% AMI.

3. The subject property is located in Brevard County in what we have defined as the Space Coast Regional area in the central portion of Florida. The region has a total population of 1,291,639 people, 545,663 total households and has an average household size of 2.33 people. The unemployment rate for the region as of May 2021 was 4.7%, the statewide unemployment rate was 5.0% while the national unemployment rate was 5.5%. Multi-family permits peaked in 2004 and declined significantly through 2009. Multi-family permits increased from 2009 with a big increase in 2019. Single family permits peaked in 2005 and declined significantly through 2009. They have since been on a slight upward trend. The current 15-year fixed mortgage rate is 2.1%; the 30-year fixed mortgage rate is 2.8%; the current 10-Year Treasury Constant is 1.2%; LIBOR is 0.1%; trends in CPI show that the current CPI is 2.430 higher than the same period 12 months ago; and the Dow Jones Industrial Average is currently at 34,798, after a low of 18,591 in March 2020 due to COVID-19. There are two international airport that serves the region, the Daytona Beach International Airport and the Melbourne International Airport, and one of the most active passenger ports in the county is located at Port Canaveral in Brevard County.

4. The bounded subject neighborhood has a population of 83,094, 34,741 households, an average income of $77,806, a median income of $57,241 and a median home value of $246,254. The median income of $57,241 is below Brevard County's average median income of $63,070 and below 2021 Palm Bay- Melbourne-Titusville MSA average median income of $77,900. Overall, the subject five-mile ring has a modest population base and median income. Population and household growth within five miles of the subject are projected to increase over the next five

years at a slightly slower pace as compared to the county. All necessary commercial services are available to support the residential base. Transportation linkages serve the neighborhood and connect the subject neighborhood to the region. Multi-family development is present in the neighborhood, indicating it is an accepted area within the market.

5. The apartment market within the Melbourne area consists of a wide variety of unit types ranging from older subsidized housing, older market rate projects, newer affordable projects, and upscale market rate projects. The coronavirus pandemic has had virtually no impact to Melbourne's multi-family market, with fundamentals even strengthened since 1Q2020. The subject is located in the City of Cocoa submarket, which is the third smallest submarket out of the eight submarkets. The Cocoa submarket has seventh lowest vacancy rate at 6.2% and the fifth highest asking rents. The vacancy rate in the subject's submarket is forecasted to rise slightly over the next five years. Overall, the outlook is positive for the apartment market within the Melbourne area and the Cocoa submarket.

6. The Primary Market Area (PMA) is where most of the demand will come from. The area determination is based on data gathered in the Small Area Data (SAD) Case Study that can be found on the FHFC website. The study indicated that most affordable projects receive about 2/3 to 3/4 of their tenants from within 10 miles. The Competitive Market Area (CMA) is defined as those projects lying in closest proximity to the subject that are competitive with the subject property. In large markets, numerous competitive properties can be found in proximity (within two to three-mile rings) of the subject. In smaller markets, the CMA may expand beyond the PMA to capture sufficient projects.

   The like-kind, existing, stabilized properties within the subject's Competitive Market Area (CMA), or sub- market, for the purpose of determining a like-kind inventory of competitive units in the Occupancy Analysis, consists of five properties with a total of 906 units.

7. Our analysis indicates a low Level of Effort of 3% to 11% for at risk homeless individuals and families in Brevard County. Therefore, there is sufficient demand for the subject's proposed at-risk homeless units based on this criterion. For the subject's proposed 45 family units, the subject's Levels of Effort are below the ranges on the three, five and 10-mile market areas. The subject's low LOEs suggest very minimal competition considering the size of the existing and funded supply relative to the number of income-qualified renter households in the market areas. The subject's Capture Rates are below the range on the three, five and 10- mile ring area. The subject's Capture Rate is below the typical developer's benchmark of 10% at 4.5%, which indicates the subject property is appropriately sized for the market. The Remaining Potential Demand for the subject is significant and above the range on all of the market areas. Additionally, performance of existing projects indicates significant demand. The annual growth of income qualified renter households is lower than the project size, which is a negative demographic factor. Overall, the subject has a positive demographic profile for both the at risk homeless and family demographic commitments.

8. The subject's proposed unit mix of one, two and three-bedroom units is typical of other restricted properties designated for families (general population) and should be well accepted within the market. The subject's one-bedroom unit size is within the range of the restricted rent comparables and above the average. The subject's two-bedroom unit size is within the range of

the restricted rent comparables and above the average. The subject's three-bedroom unit size is within the range of the restricted rent comparables and above the average. The subject's unit sizes are similar to the comparables. The subject offers similar project amenities relative to the comparables including a clubhouse with a business center and fitness center. Overall, the subject is similar to the comparables in terms of unit features and design.

9. The following table summarizes the aggravating and mitigating factors and the subject's concluded impact on the properties in the subject's CMA and Guarantee Fund properties within the subject's PMA. Note that there are no funded proposed properties in the subject's Competitive Market Area and no Guarantee Fund properties in the subject's Primary Market Area.

The short-term is defined as the period it takes the subject to lease to stabilized occupancy. Any impact beyond the subject's lease-up would be considered long-term. We project a moderate impact in the short term to the like-kind existing family projects (Oak Meadows and Clear Pond Estates) in the CMA that are located within a three-mile radius of the subject. We project weak impact to all projects in the CMA over the long-term. There are no Guarantee Fund projects in the CMA or PMA.

Impact Analysis-CMA and Guarantee Fund Projects in the PMA

Apartment Name	Type	Unempl. Current	Unempl. Trend	Proximity	Area Occup.	CMA Occup.	Occup. Trend	Like-Kind	Demog.	Overall Short-Term	Overall Long-Term
Clearlake Isles	E	A	M	A	M	M	M	M	M	Weak	Weak
Oak Meadows	F	A	M	A	M	M	M	A	M	Moderate	Weak
Clear Pond Estates	F	A	M	A	M	M	M	A	M	Moderate	Weak
Hammock Harbor	F	A	M	M	M	M	M	A	M	Weak	Weak
Mission Bay	F	A	M	M	M	M	M	A	M	Weak	Weak
Timber Trace	F	A	M	M	M	M	M	A	M	Weak	Weak

A=Aggravating M=Mitigating GF=Guarantee Fund E=Elderly F=Family

10. The weighted average occupancy rate for like-kind, existing, stabilized properties within subject's CMA is 99.0%. The subject's estimated stabilized occupancy rate is 96%.

11. Based on the absorption history within other affordable and market rate projects we have estimated an average absorption rate for the subject property of 25 units per month. The date of stabilized occupancy is estimated at October 1, 2023.

Legislation Details (With Text)

File #:	22-134	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	3/1/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Approve an exemption to competitive bidding between the City of Cocoa and First Mobile Trust, LLC for credit card settlement and utility bill printing, mailing, and online presentment. To authorize the City Manager to execute a 3 year multi-year contract addendum and additional 2 2-year extensions, if desired. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	First Amendment to Master Services Agreement.pdf 07_08_2020 Agreement Extension.pdf Second Amendment City of Cocoa -2-14-22.pdf First Mobile Trust Exemption Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 1, 2022
Agenda Date: April 12, 2022
Prepared By: Jessica Dovale, Utility Support Service Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
To approve an exemption to competitive bidding between the City of Cocoa and First Mobile Trust, LLC for credit card settlement and utility bill printing, mailing, and online presentment. To authorize the City Manager to execute a 3 year multi-year contract addendum and additional 2 2-year extensions, if desired.

BACKGROUND:

The City currently contracts with First Mobile Trust, LLC, formerly First Billing Service, LLC, to provide credit card payment settlement, utility pay by text, utility bill statement printing and mailing, utility e-bill presentment, interactive voice recording platform, and a call center with live agents to assist with payment taking. These services, with the exception of utility bill statement printing and mailing, have been implemented at no cost to the City of Cocoa.

The City is requesting an exemption from competitive bidding to retain the services of First Mobile Trust, LLC as it is in the best interest of the City ensure continuity and standardization of billing and payment services to the water rate payers.

The annual savings to the City of Cocoa was estimated at $564,000.00 with First Mobile Trust Convenience Fee Program. The cost to the average customer, who chooses to pay with a credit card or e-check through First Mobile Trust, is $2.99 a transaction up to $300.00 and 2.65% for all payments over $300.00. Customers who choose not to pay this convenience fee benefit from the on-line bill presentment and e-billing features and have the following options to pay at no cost: mail-in lockbox service, ACH withdrawal or electronic check through their banking institution.

An additional $10,000 will be budgeted for additional postage required for routine bill inserts FY2023, FY2024, or FY2025, as well as $5,000 each year for any system interface or bill redesign programming expenses should they be necessary.

The existing three (3) contracts expired October 30, 2020 and included a two (2) year renewal option expiring October 30, 2022. Staff is requesting Council to authorize the City Manager execute a three (3) year renewal addendum to the contract effective October 30, 2022.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

Estimated FY2023, pending Council approval of budget

Amount Requested $5,000 (bill enhancement or system interfacing)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $114,000 (bill printing estimated $9,500/month x12)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $420,000 (bill postage estimated $35,000/month x12)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

Amount Requested $10,000 (bill inserts)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

Estimated FY2024, pending Council approval of budget

Amount Requested $5,000 (bill enhancement or system interfacing)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $114,000 (bill printing estimated $9,500/month x12)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $420,000 (bill postage estimated $35,000/month x12)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

Amount Requested $10,000 (bill inserts)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

Estimated FY2025, pending Council approval of budget

Amount Requested $5,000 (bill enhancement or system interfacing)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $114,000 (bill printing estimated $9,500/month x12)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $420,000 (bill postage estimated $35,000/month x12)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

Amount Requested $10,000 (bill inserts)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

PREVIOUS ACTION:

On July 8, 2020, Cocoa City Council approved the City Manager to execute a two (2) year renewal effective through October 30, 2022.

On October 15, 2018, Cocoa City Council approved the City Manager to execute and Assignment and Assumption of the Master Service Agreement with First Billing Services, LLC to First Mobile Trust, LLC effective through October 24, 2020.

On October 24, 2017, Cocoa City Council approved the City Manager to negotiate and sign a 36 month contract with First Billing, a Billing and Payment Solutions Company expiring October 30, 2020.

On December 9, 2014, Cocoa City Council approved the City Manager to negotiate and sign a 36 month contract with First Billing, a Billing and Payment Solutions Company expiring December 12, 2017.

On April 21, 2016, Cocoa City Council approved a multi-year contract renewal to participate in a cooperative purchase agreement for printing, sorting, stuffing and mailing billing for monthly water customers, utilizing the City of Melbourne, service agreement number 12-133-0-2012 expiring May 31, 2018.

RECOMMENDED MOTION:

To approve an exemption to competitive bidding between the City of Cocoa and First Mobile Trust, LLC for credit card settlement and utility bill printing, mailing, and online presentment. To authorize the City Manager to execute a 3 year multi-year contract addendum and additional 2 2-year extensions, if desired.

FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, MASTER SERVICES AGREEMENT (this "Amendment and Assignment") is entered into as of the 15th day of October, 2018, (the "Effective Date") by and between The City of Cocoa, a Florida municipal corporation ("City"), First Billing Services, LLC, an Ohio limited liability company ("FBS"), and First Mobile Trust, LLC, an Ohio limited liability company ("FMT"),

WHEREAS, FBS and City entered into a Master Services Agreement dated October 30, 2017, (the "Agreement");

WHEREAS, FMT is a wholly owned subsidiary of FBS;

WHEREAS, FBS wishes to assign the Agreement to FMT, and FMT wishes to accept the assignment of the Agreement and all obligations therein (the "Assignment"); and

WHEREAS, FBS and City desire to amend the Agreement as set forth in this Amendment and Assignment.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto, intending legally to be bound, do hereby covenant and agree as follows:

1. Recitals; Defined Terms. The foregoing recitals are hereby incorporated by this reference and made a substantive part hereof. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. Assignment of Agreement to FMT. FBS hereby assigns and transfers to FMT all of FBS' right, title, claim, and interest in Agreement (the "Assignment"), and City hereby accepts and agrees to the Assignment.

3. Assumption. FMT hereby acknowledges and agrees to all of the terms of the Agreement, accepts the Assignment, and assumes any and all obligations of FBS under the Agreement, in accordance with the terms thereof.

4. Authority. FBS, FMT, and City represent and warrant that they each have the authority to enter into and to perform the terms of this Amendment and Assignment.

5. Binding Effect. This Amendment and Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

6. Ratification. Except as modified hereby, the Agreement is hereby ratified and confirmed for all purposes and in all respects, and remains in full force and effect.

7. Counterparts. This Amendment and Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement; provided, that delivery of a signature of this Amendment and Assignment by facsimile transmission or other form of electronic mail attachment shall be effective as delivery of a manually executed counterpart hereof prior to and in the absence of manual delivery.

IN WITNESS WHEREOF, FBS, FMT, and City have executed this Amendment and Assignment as of the Effective Date.

FIRST BILLING SERVICES, LLC,
an Ohio limited liability company

By: _____

Name: PATRICK S. DURSEY

Its: CEO

Date: 9/27/2018

THE CITY OF COCOA,
a Florida municipal corporation

By: _____

Name: John Titkanich

Its: City Manager

Date: 10/15/18

FIRST MOBILE TRUST, LLC,
an Ohio limited liability company

By: _____

Name: PATRICK S. DURSEY

Its: CEO

Date: 9/27/2018

First BILLING
Customer service is our business.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between The City of Cocoa, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922, ("Client") and **First Billing Services, LLC** an Ohio Limited Liability Company, whose address is 10510 Springboro Pike, Miamisburg, Ohio, 45342 ("First Billing").

WHEREAS First Billing provides electronic bill payment services to utilities, municipalities, insurance and other businesses and First Billing desires to provide and the Client desires to receive certain related services under the terms and conditions set forth in this Agreement .

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows.

GENERAL TERMS AND CONDITIONS

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them herein unless the context clearly indicates otherwise.

1.1 "**Agreement**" or "**Contract**" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for First Billing to be the exclusive provider of services, stated herein, to the Client.

1.2 "**Average Bill Amount**" shall mean the total Payment Amounts collected through the First Billing system in a given month divided by the number of the Payments for the same month. "

1.3 "**Card**" shall mean a credit card or debit card.

1.4 "**Effective Date**" shall be the last date upon which all parties have signed this Agreement.

1.5 "**First Billing Authorized Processor**" shall mean a First Billing authorized merchant account provider and payment processing gateway.

1.6 "**IVR**" means interactive voice response

1.7 **"Launch Date"** shall be the date on which Client launches this service to the Users, which shall occur within 30 days of the date of Merchant Account Set-up as provided in Section 4.3 hereof.

1.8 **"Payment"** shall mean a payment by a User for Client services or Client bills.

1.9 **"Payment Amount"** shall mean the amount of any Payment.

1.10 **"Reversed or Charged-back Transactions"** shall mean cancelled transactions due to User error, or a User's challenge to First Billing authenticity.

1.11 **"Services"** shall consist of the Services detailed in Section 2.1 of this Agreement.

1.12 **"User"** shall mean the users of the Client's services.

2 Description of Services to be Performed

2.1 Scope of Service

First Billing shall provide to Client the services detailed in Schedule A of this Agreement, including providing Users the opportunity to make Payments by Visa, MasterCard, Discover, E-Check and other payment methods as deemed appropriate by First Billing, via IVR interface, Text and Pay and mobile,(the "Services"). Payments may be made by secure Internet interface provided at the First Billing website or other websites ("Websites") as part of First Billing's First Cloud™ payment services, (such payment methods collectively referred to as the "System. "). The Payment channels available for use by the Users shall be a secure online web portal directly linked from the Client website, an agent portal hosted by First Billing for First Billing and Client agents to take payments over the phone, an IVR number for automated payments by the Users, a mobile payment platform and Text-and-pay payment option. Users will be able to make payments auto payments, recurring payments and stored payments by registering their accounts or make a one-time payment as a guest. First Billing shall send eBills to the Users on behalf of the Client and have the bills available (ePresentment) for online access by Users.

First Billing will send daily, weekly and monthly reports to the Client which will include the Payment Details, Deposit Reconciliation and Batch Reconciliation Details. First Billing will train Client representatives on the features and functionality available to Client. First Billing will assign a Project Leader who will serve as a single point of contact between the Client and First Billing.

2.2 Professionalism

First Billing shall perform in a professional manner all Services required to be performed under this Agreement.

3 Compensation

3.1 No Cost Installation

First Billing will charge no fees related to the initial setup and personalization of its standard service for Web, Mobile, and IVR interfaces and for eBilling and ePresentment. If the Client desires work beyond the initial set-up and personalization of Web, mobile, and IVR interfaces, the Client and First

Billing will agree to additional scope of work document with estimated costs provided to the Client for approval. The rates charged for this work are included in Schedule A.

3.2 First Billing Service Fee

Per Schedule A – Convenience Fee Program - First Billing will change a convenience fee for each transaction processed (hereinafter called "First Billing Convenience Fee"). Such First Billing Convenience Fee is to be collected in addition to the corresponding Payment Amount as part of the transaction.

For each Payment, the First Billing Convenience Fee collected will be used in part to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or E-Checks (hereinafter called "Transaction Fees") except for the return items (E-Check returns or Credit/Debit Card chargebacks).

A First Billing Fee Schedule is attached hereto as Schedule A. The First Billing Convenience Fee is based on the Average Bill Amount (as set forth on Schedule A), which Average Bill Amount is calculated on assumptions of the total number of payments, the total Payment Amount collected, and a mix of 70 % debit card and 30% credit cards on all cards used by user to pay their invoice each month . First Billing can amend this schedule upon prior written notice to and consent from the Customer due to changes in the Visa, MasterCard, Discover or other Card regulations, changes in card fees, changes in the Average Bill Amount or changes in the total number of monthly Payments. First Billing may also amend this schedule if debit or credit card mix changes by 5% or more. If there warrants a change in fee, the Customer can charge the user the additional convenience fee.

Per Schedule A – Absorption Fee Program - First Billing will charge the Client a monthly service fee as set forth in Schedule A – Absorption Fee Program (hereinafter called "First Billing Service Fee").

Notwithstanding the above, Client acknowledges that Client bears ultimate responsibility for payment to First Billing of all Services provided hereunder.

4 Payment Processing

4.1 Integration with Client's Billing System

At no cost to Client, First Billing's FirstIntegration™ product team will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide First Billing with the one file format specification and will fully cooperate with First Billing during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to First Billing security requirements Client will use First Billing's specified integration process. If the Client desires work beyond the scope of 1 file format interface, the Client and First Billing will agree to additional scope of work document with estimated costs provided to the Client for approval. The rates charged for this work are included in Schedule A.

If the Client chooses to use a different Customer Information System during the term of this agreement, the Client and First Billing will agree to create an additional scope of work document. Costs associated with the integration, up to a maximum of $10,000 will be covered by First Billing Services.

4.2 Explicit User Confirmation

First Billing shall confirm the dollar amount of all Payments and the corresponding First Billing Convenience Fee to be charged, and electronically obtain User approval of such charges prior to initiating Card or other authorizing transactions. First Billing will provide User with electronic confirmation of all transactions.

4.3 Merchant Account

First Billing will arrange for the Client to have a merchant account with the First Billing Authorized Processor for processing and settlement of Card transactions (a "Merchant Account Set-up").

4.4 Card Authorization

For authorization purposes, First Billing will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

4.5 Settlement

First Billing, together with its authorized Card processor, shall forward the Payment Amounts to the appropriate Card organizations for settlement directly to the Client's depository bank account(s) previously designated by the Client (hereinafter the "Client Bank Account").

First Billing, together with First Billing Authorized Processor, will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and First Billing agree to fully cooperate with each other if First Billing were to change its settlement and invoicing processes.

4.6 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, the Client authorizes First Billing and First Billing Authorized Processor (and/or the respective card organization) to debit the Client Bank Account for the Payment Amount and the Chargeback fee. First Billing shall credit back to the User the corresponding First Billing Convenience Fee, including any Client challenge approved by the Card organization. Subsequently, First Billing will refund all chargeback charges to the Client.

Client and First Billing agree to reasonably cooperate with each other if First Billing desires to change its settlement and invoicing processes for such transactions.

5 General Conditions of Services

5.1 Service Reports

First Billing shall provide Client with reports summarizing use of the Services by Users for each reporting period.

5.2 User Adoption Communication by Client

Client will make First Billing's Services available to its Users by multiple means of Client communication including: a) through bills, invoices and other notices; b) by providing details on the Client's website on a mutually agreed upon prominent place on the website; or c) other channels required by First Billing and reasonably acceptable to the Client. Client will provide all data required by First Billing to process Statements for print and mail.

First Billing shall provide Client with logos, graphics and other marketing materials for Client's use in its communications with its Users regarding the Services and/or First Billing.

Both parties agree that First Billing will be presented as an exclusive payment method option. Client will communicate the First Billing payment option to its Users wherever Client usually communicates its other payment methods.

Both parties agree that First Billing will be the exclusive provider of payment services and the only provider listed on the Client website, IVR, and communications.

5.3 Independent Contractor

Client and First Billing agree and understand that the relationship between both parties is that of an independent contractor.

5.4 Client's Responsibilities

In order for First Billing to provide Services outlined in this Agreement, in addition to the steps described in Section 5.2 hereof the Client shall reasonably cooperate with First Billing, including by:

(i) Entering into all applicable Card or cash management agreements if the City determines such agreements are appropriate, in its discretion.

(ii) Adding the phone number for the IVR payment method to its Website.

(iii) Adding the IVR payment and agent assisted payment options as part of the Client's general phone system.

(iv) For the purpose of providing a posting file for posting to Client's billing system, Client will provide to First Billing the file format specification currently used to post its payments to the billing system. Client will fully cooperate with First Billing and provide the information required to integrate with Client's billing system.

6 Governing Law and 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.

7 Communications

7.1 Authorized Representative

Each party shall designate an individual to act as representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by (i) Certified or Registered Mail, return receipt, (ii) a national overnight carrier, or (iii) hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client:

John Titkanich, City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
Phone: (321) 433-8686

To First Billing:
Sharmi Rao, VP Operations
10510 Springboro Pike
Miamisburg, OH 45342
(888) 670-3488 (Phone)
(937) 436-5745 (Fax)

Notices shall be declared to have been given or received on the date delivered. Any party hereto, by giving notice in the manner set forth herein, may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

7.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement and this Agreement shall be read as if said word, sentence or paragraph did not exist.

7.5 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

7.6 Confidentiality and Public Records

Except to the extent required by law, Client will not disclose to any third party, or use for any purpose inconsistent with this Agreement, any confidential or proprietary non-public information it obtains during the term of this Agreement, In accordance with section 119.0701, Florida Statutes, First Billing agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. First Billing agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. First Billing also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. First Billing shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, First Billing shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of First Billing upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If First Billing does not comply with a public records request, the City shall have the right to enforce the provisions of this paragraph. In the event that First Billing fails to comply with the provisions of this paragraph, and the City is required to enforce the provisions of this paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to First Billing's failure to comply with the provisions of this paragraph, the City shall be entitled to collect from First Billing prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against First Billing. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of First Billing's failure to comply with the provisions of this Paragraph. This paragraph shall survive the termination of this Agreement.

7.7 Intellectual Property

In order that the Client may promote the Services and First Billing's role in providing the Services, First Billing grants to Client a revocable, non-exclusive, royalty-free, license to use First Billing's logo and other service marks (the "First Billing Marks") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by First Billing on the IVR or the Website) or other intellectual property right of First Billing ("First Billing Intellectual Property"). All First Billing Marks, First Billing Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to First Billing.

7.8 Force Majeure

First Billing and the Client will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond First Billing's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extraordinary losses of utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

7.9 Time of the Essence

First Billing and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each party's respective obligations under this Agreement.

7.11 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and transmitted by facsimile, with such facsimile signatures fully binding and deemed an original.

7.12 Entire Agreement

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of First Billing or Client with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives or parties. Client agrees to extend the pricing, terms, optional services and conditions of this contract to other governmental entities at the discretion of First Billing.

8 Indemnification

8.1 First Billing Indemnification and Hold Harmless

a. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for 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 First Billing, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform First Billing's obligations pursuant to this Agreement.

b. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing shall indemnify, hold harmless and defend the City of Cocoa, its officers,

agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for 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 First Billing, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to patent or copyright infringements.

8.2 Client Indemnification and Hold Harmless

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless First Billing, its affiliates, officers, directors, stockholders, agents, employees, and representatives, (collectively, the "First Billing Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation, reasonable attorney's fees and expenses) incurred by any First Billing Indemnity as a result or arising out of (i) the willful misconduct or negligence of Client related to the Services or (ii) a material breach of Client's covenants.

8.3 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FIRST BILLING DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO THE CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

8.4 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. First Billing's total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the aggregate dollar amount of the First Billing Service Fee paid to First Billing for the twelve (12) month period immediately preceding the particular payment transaction which is the subject matter of the claim of damage. The preceding limit shall not apply to any Payment Amount erroneously collected and returned.

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that the City's liability for any breach never exceeds the sum of $100. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing expresses its willingness to enter into this Agreement with the knowledge that the First Billing's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of $100 less the amount of all funds actually paid by the City to First Billing pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, First Billing agrees that the City shall not be liable to First Billing for damages in the amount in excess of $100, which amount shall be reduced by the amount actually paid by the City to First Billing pursuant to this Agreement, for any action or claim arising out of this Agreement. 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.

9 Term and Termination

9.1 Term

The initial term of this agreement shall be a period of thirty-six (36) months commencing on the Launch Date. Subsequent to the conclusion of the initial thirty-six (36) month term, the agreement may be renewed for an additional twenty-four (24) months by written agreement of both parties. The City may terminate this Agreement for convenience upon thirty (30) days prior written notice to First Billing.

9.2 Material Breach

A material breach of this Agreement shall be cured within ninety (90) days ("Cure Period") after a party notifies the other of such breach. In the event such material breach has not been cured within the Cure Period, either party can terminate this Agreement by providing the other party with a 60 day notice to the other party.

9.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, First Billing shall cease all Services being provided hereunder unless otherwise directed by the Client in writing.

10 Insurance

In the performance of work and services under this Agreement, First Billing agrees to comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to First Billing, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

First Billing shall maintain in full force and effect during the life of the Agreement, Workers' Compensation insurance covering all employees in performance of work under the Agreement. First Billing shall make this same requirement of any of its subcontractors. First Billing shall indemnify and save the City harmless for any damage resulting to it for failure of either First Billing or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage which the First Billing agrees to maintain during the term of this Agreement:

COVERAGE	MINIMUM LIMITS
General Liability	$500,000 per person/incident $1,000,000 incident
Professional Liability (if applicable)	$1,000,000
Worker's Compensation	Statutory

Neither First Billing nor any subcontractor shall commence work under this Agreement until they have obtained all insurance required under this section and have supplied the City's Agreement administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates. All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policyholders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided shall be per Occurrence, not Claims Made, forms. First Billing's insurance policies shall be endorsed to add the City of Cocoa as an Additional Insured. First Billing shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice have been given to the City by certified mail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Client:

By: _____

John Titkanich, City Manager

Date: 10/24/17

First Billing Services, LLC

By: _____

Patrick Dorsey, Chief Executive Officer

Date: 10/30/2017

Schedule A – First Billing Service Fee Schedule

First Billing Service Fee charged to the Client and Convenience Fee charged to the User will be based on the selected program checked below:

Client Name: The City of Cocoa
Client Address: 65 Stone Street, Cocoa, FL 32922
Contact: Lora Howell

____X_____ **Convenience Fee Program**

Average Bill Amount - $91.00 Number of Billable Client Accounts : 85,000

Package Includes:

- All payment channels and types outlined below, E-billing and E-presentment

Payments Channels

- Web Portal (User and Agent)
- IVR
- Text and Pay & Mobile
- Agent-assisted
- In-office

Bill Design – Redesign bill with new graphic using existing SunGard print export – $1,875.00

Payment Types (Visa, MasterCard, Discover, American Express and E-Checks)

- Credit/Debit Card (Residential accounts): **$2.99** per transaction (maximum: $300.00/transaction)
- E-Check **$2.99** per transaction
- Credit/Debit Card (Residential accounts): **$3.25** per transaction (max: $300.00/transaction) (Agent-Assisted Channel only)
- Credit/Debit card (Commercial accounts): **$2.99** per transaction (*up to $300.00*)
- Credit/Debit card (Commercial accounts): **2.65% + $0.10** per transaction (*over $300.00*)

In-office Terminals

- E3 Pin pad terminals (6): No charge for first 6 pads – $299.00 per pad

Optional Services

- Lockbox : **$0.25** per transaction
- eLockbox: **$0.10** per transaction
- Statement printing: **$0.10** per page, $.075 per additional page, $.001 per insert
  - Each statement includes single 8.5" x 11" sheet Laser, duplex on perforated paper
  - Multi-Color front, 1 color back
  - #10 Double window envelope, #9 Single window return envelope
  - Mailing (postage paid by customer)

Software Services Included:

- FirstAgent™ , FirstChoice™, FirstIVR™, FirstMobile™ , FirstSecure™, Text and Pay

Professional Services (optional):

- 145.00 per hour for software development, 175.00 per hour for project management

Absorbed Fee Program (All charges paid by the client – City of Cocoa)

Average Bill Amount - $91.00 Number of Billable Client Accounts : 85,000

Package Includes:

- All payment channels and types outlined below

Payment Types (Visa, MasterCard, Discover, American Express and E-Checks)

Bill Design – Redesign bill with new graphic using existing SunGard print export – $1,875.00

Payments Channels

- Web Portal : Credit/Debit/E-check fee + $0.15 per transaction
- IVR: Credit/Debit/E-check fee + $0.15 per transaction
- Text and Pay / Mobile: Credit/Debit/E-check fee + $0.15 per transaction
- Agent-assisted: Credit/Debit/E-check fee + $0.25 per transaction
- In-Office: Credit/Debit/E-check fee + $0.15 per transaction

In-office Terminals

- E3 Pin pad terminals(6): No charge for first 6 pads – $299.00 per pad

Services

- Monthly hosting: **$500.00** per month
- PCI Compliance / First Secure: **$250.00** per month
- E-payment processing fee: **$0.10** per item
- ACH returns: **$1.00** per item
- Online document archival: **$0.12** per item
- E-presentment: **$0.12** per item
- E-billing: **$0.15** per item

Optional Services

- Lockbox : **$0.25** per item
- eLockbox: **$0.10** per item
- Statement printing: **$0.10** per page, $.075 per additional page, $.001 per insert
  - Each statement includes single 8.5" x 11" sheet Laser, duplex on perforated paper.
  - Multi-Color front, 1 color back
  - #10 Double window envelope, #9 Single window return envelope
  - Mailing (postage paid by customer)

Software Services Included:

- FirstAgent™ , FirstChoice™, FirstIVR™, FirstMobile™ , FirstSecure™, Text and Pay

Professional Services (optional):

- 145.00 per hour for software development, 175.00 per hour for project management

First Mobile Trust, LLC Agreement Extension
to Agreement Executed October 30, 2017
Between the City of Cocoa and First Mobile Trust, LLC

THIS AGREEMENT is made and entered into this **8th day July of 2020**, by and between First Mobile Trust, LLC (f/k/a First Billing Services, LLC) an Ohio limited liability company, hereafter referred to as "FMT" and the City of Cocoa, a Florida municipal corporation, hereafter referred to as the "City".

Extension Provisions

WHEREAS, the City elects to exercise Section 9.1 (Term and Termination) to extend said agreement for a period of twenty-four (24) additional months beginning October 30, 2020 through October 30, 2022.

All other matters to said agreement remain the same.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Digital or electronic signatures shall have the same force and effect as an original.

The parties to this Agreement have caused it to be executed on the date indicated above.

First Mobile Trust, LLC

By: _____
Patrick Dorsey
Title: Chief Executive Officer

CITY:
CITY OF COCOA, FLORIDA:

By: _____ 7/8/2020
Matt Fuhrer
Interim City Manager

SECOND AMENDMENT TO MASTER SERVICES AGREEMENT

THIS SECOND AMENDMENT (this "Second Amendment") is entered into as of the____day of March 2022, (the "Effective Date") by and between the City of Cocoa, ("Customer" or "City") and First Mobile Trust, LLC. an Ohio limited liability company, ("First Billing" or "FMT").

WHEREAS, First Billing and Customer entered into a Master Services Agreement dated 10/30/2017 (the "Agreement") for the purpose of First Billing providing a Customer Information System and payment services to Customer.

WHEREAS, First Billing and Customer entered into a First Amendment to Master Services Agreement dated July 8th, 2020, assigning the Master Services Agreement to FMT, a wholly owned subsidiary to First Billing.

WHEREAS, FMT and Customer desire to modify the Agreement as set forth in this Second Amendment and to extend the Term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto, intending legally to be bound, do hereby covenant, and agree as follows:

1. Recitals. Defined Terms. The foregoing recitals are hereby incorporated by this reference and made a substantive part hereof. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. Term. The term of the Agreement shall be extended beginning on October 30, 2022, which is the the Expiration Date of the Agreement Extension dated July 8, 2020. for an additional period of thirty-six (36) months with two (2) additional twenty-four month options for renewal by written agreement of both parties and upon the same terms as contained in the Agreement. The City may terminate this Agreement for convenience with 30-day prior written notice to FMT.

3. Force Majeure. Section 7.8 of the Agreement shall be modified to additionally provide that prompt notice of such performance delay shall be given to the other in writing and that

each of the parties 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. The remainder of Section 7.8 of the Agreement shall remain unchanged.

4. Limitation of Liability. Section 8.4 of the Agreement shall be modified to provide that FMT's total liability for damages for any and all actions associated with the Agreement or the Services shall in no event exceed the aggregate dollar amount of the FMT Service Fee paid to FMT for the twelve (12) month period immediately preceding the particular payment transaction which is the subject matter of the claim of damage, except that such limitation of liability shall not apply to FMT's indemnity obligations contained in Section 8.1. The remainder of the Section 8.4 shall remain unchanged.

5. Data Breach. A new Section 11 regarding Data breaches is hereby added to the Agreement.

> To the extent FMT is deemed to be a third-party agency under Section 501.171, Florida Statutes, FMT shall notify the City as soon as possible, but no later than ten (10) business days following the determination of any breach or potential breach of personal and confidential data held on the City's behalf. Further, FMT shall provide the City with all information necessary to comply with notice requirements of Section 501.171, Florida Statutes, and shall, at its own cost and expense, provide notices on behalf of the City to affected parties as provided in Section 501.171, Florida Statutes. FMT shall also at its own cost and expense implement measures deemed appropriate by the City to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data. FMT shall cause each of its subcontractors having access to personal information as defined in Section 501.171, Florida Statutes, to comply with the provisions of this Section.

6. E-Verify. A new Section 12 regarding E-Verify is hereby added to the Agreement:

> 12 E-Verify
>
> 1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, FMT 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.
>
> 2. Subcontractors

(i) FMT shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) FMT 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.

(iii) FMT shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. FMT must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from FMT 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.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. FMT shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

7. Authority. FMT and Customer represent and warrant that they each have the authority to enter into and to perform the terms of this Second Amendment.

8. Binding Effect. This Second Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

9. Ratification. Except as modified hereby, the Agreement is hereby ratified and confirmed for all purposes and in all respects and remains in full force and effect.

10. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement; provided, that delivery of a signature of this Second Amendment by facsimile transmission or other form of electronic mail attachment shall be effective as delivery of a manually executed counterpart hereof prior to and in the absence of manual delivery.

IN WITNESS WHEREOF, First Billing and Customer have executed this Second Amendment as of the Effective Date.

FIRST MOBILE TRUST, LLC	**CITY OF COCOA**
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

RESOLUTION NO. 2022-027

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 12th day of April, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2022-027

The City Manager recommends that the competitive bidding requirement be waived, as it is in the best interest of the City to standardize the water customer billing and payment processing services by amending the City's agreement with First Mobile Trust, LLC for an additional period of thirty-six (36) months with two (2) additional twenty-four month options for renewal.

The Department Director has provided supporting documentation toward justification of the waiver, based on standardization of operations, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

Legislation Details (With Text)

File #:	22-163	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	3/16/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with Competitive Air & Heat, LLC, Satellite Beach, FL for HVAC & Ice Machine Services Utilizing Brevard County Purchasing Services, FL. Contract No. B-2-19-94. Effective Through 08/14/2022 with the Option to Renew for Two (2) Additional One (1) Year Periods; Authorize the City Manager to Sign the Contract(s) and Renewal(s) for Each Subsequent Fiscal Year. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard County Contract B21994.pdf COI - Workers Comp.pdf MOU.pdf SIGNED E Verify Affidavit.pdf Competetive Air & Heat COI exp. 1.16.23.pdf PARTIALLY EXECUTED Standard Form for Piggyback Contract No. B-2-19-94.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 16, 2022
Agenda Date: April 12, 2022
Prepared By: Shawny Weston, Contract Technician
Through: Bryant Smith III, P.E., CFM, Public Works Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Competitive Air & Heat, LLC, Satellite Beach, FL for HVAC & Ice Machine Services Utilizing Brevard County Purchasing Services, FL. Contract No. B-2-19-94. Effective Through 08/14/2022 with the Option to Renew for Two (2) Additional One (1) Year Periods; Authorize the City Manager to Sign the Contract(s) and Renewal(s) for Each Subsequent Fiscal Year

BACKGROUND:

The Public Works Division is tasked with managing the City's heating, ventilation, air conditioning (HVAC) and estimated 10 ice machines citywide. This service includes all labor, materials and equipment for HVAC and ice machine maintenance and service.

This contract has an initial term ending on August 14, 2022. There are two each one-year renewals.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Should additional budget be required, the budget adjustment will be within the City Managers signing authority, up to $50,000.

Amount Requested	$50,000.00
Account Number	001-3560-519.46-00
Account Name	Facilities-Repair & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Competitive Air & Heat, LLC, Satellite Beach, FL for HVAC & Ice Machine Services Utilizing Brevard County Purchasing Services, FL. Contract No. B-2-19-94. Effective Through 08/14/2022 with the Option to Renew for Two (2) Additional One (1) Year Periods; Authorize the City Manager to Sign the Contract(s) and Renewal(s) for Each Subsequent Fiscal Year.

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
DATE: July 30, 2019
B-2-19-94 / HVAC & Ice Machine Services

PROCUREMENT ANALYST: Summer Wyllie

CONTRACTOR	CONTRACTOR CITY AND STATE	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	ESTIMATED ANNUAL AMOUNT
Competitive Air and Heat, LLC	**Satellite Beach, FL**	**YES**	**ALL RATES Primary**	
Strut Mechanical, Inc.	**Saint Cloud, FL**	**YES**	**ALL RATES Secondary**	
Southeast Services of CFL	Cocoa, FL	YES	NONE	**$450,000.00 Countywide**
Westbrook Services Corporation	Orlando, FL	YES	NONE	
Cortez Heating and Air	Bradenton, FL	YES	NONE	
Air Mechanical & Services Corporation	Casselberry, FL	YES	NONE	
Florida Mechanical Services, LLC	Orlando, FL	YES	NONE	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Darling Jr., Purchasing Manager

☒ Award to overall lowest, most responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
☐ Award to low bid, less than three responses received.
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Mary Bowers, Public Works Department; Scott Barrett, Public Works Department and Summer Wyllie, Central Services Department.

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☐ ANNUAL BID:
EFFECTIVE DATE: August 18, 2019 ENDING DATE: August 17, 2022
RENEWAL OPTION ☐ One year ☒ Other: Two, one year renewals

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED CONTRACTOR:
☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☐ OTHER:

Brevard County
Purchasing Services

BID TABULATION SHEET

Bid Title: HVAC & Ice Machine Services
Bid No: B-2-19-94

OPENING DATE & TIME: July 10, 2019 @ 2:00 PM
POSTING TIME/DATE: July 19, 2019 THROUGH: July 26, 2019 @ 5:00 PM **POSTED BY: Summer Wyllie**

CONTRACTOR	CONTRACTOR CITY/STATE	BID PRICE				
		HVAC Technician / Journeyman Standard Time Hourly Rate	HVAC Technician / Journeyman Overtime Hourly Rate	Apprentice / Helper Standard Time Hourly Rate	Apprentice / Helper Overtime Hourly Rate	Material Percentage Pricing
Competitive Air and Heat, LLC *(Intended **Primary** Awardee)*	**Satellite Beach, FL**	$19.50	$60.00	$15.00	$40.00	18%
Strut Mechanical, Inc. *(Intended **Secondary** Awardee)*	**Saint Cloud, FL**	$60.00	$90.00	$50.00	$75.00	20%
Southeast Services of CFL	Cocoa, FL	$80.00	$100.00	$60.00	$80.00	18%
Westbrook Services Corporation	Orlando, FL	$85.00	$95.00	$65.00	$75.00	20
Cortez Heating and Air	Bradenton, FL	$85.00	$105.00	$75.00	$95.00	20%
Air Mechanical & Services Corporation	Casselberry, FL	$92.00	$138.00	$68.00	$102.00	20%
Florida Mechanical Services, LLC	Orlando, FL	$100.00	$150.00	$80.00	$120.00	20%

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval initials Sar

2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard County Purchasing Services

Bid Acknowledgment

PROCUREMENT ANALYST:		AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1
Summer Wyllie	(321) 617-7390 Ext. 5-56065		FEDERAL TAX EXEMPT #59-6000523
summer.wyllie@brevardfl.gov			

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
June 13, 2019	HVAC & Ice Machine Services	B-2-19-94	July 10, 2019 @ 2:00 PM EST

PRE-BID DATE, TIME, AND LOCATION: N/A

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:

Competitive Air and Heat LLC
689 S. Hedgecock Sq
Satellite Beach, FL 32937

TELEPHONE NUMBER/TOLL-FREE NUMBER:
( )

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
20-0830513

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Brian Rodrigues
NAME (*PRINTED*)

Owner — 7.3.19
TITLE — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 3rd day of July 2019.

Personally known: ☑

Or produced identification: ☐ Type of ID: _____

_____ FL
SIGNATURE OF NOTARY PUBLIC — STATE

Jennifer Church
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 12/27/2022

(AFFIX SEAL or STAMP)

Jennifer Church
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG287060
Expires 12/27/2022

BOND DATA

CONTRACTOR MUST PROVIDE:			AMOUNT:
Yes ☐	No ☒	BID BOND	
Yes ☐	No ☒	PERFORMANCE BOND	
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. CONTRACTOR - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   c. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   d. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   e. QUALIFIED CONTRACTOR - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.

   f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   g. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to the demandstar and VendorLink websites.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the

responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularly or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, Contractors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST**: The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All Contractor are hereby placed on notice that 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

    For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

    The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

    As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation

of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **CONTRACTOR is required to submit a copy of the fully executed E-Verify Memorandum of Understanding with bid.**

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

    Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Chapter 119 , Fla. Stat.

    Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

    a. **POSTING OF AWARD NOTICES**

    FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the DemandStar and VendorLink websites. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

    b. **PROCEEDINGS**

    Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

    The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

    Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

    In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

    c. **STAY OF PROCUREMENTS DURING PROTESTS**

    Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

HVAC & Ice Machine Services
B-2-19-94
CONTRACTOR'S CHECKLIST

The items indicated must be submitted with your bid. Failure to submit any of these items will result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered, and bid will <u>not</u> be considered for award.

- ☐ Signed/Notarized Bid Invitation
- ☐ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☐ Complete Electronically Scanned Copy of Bid Submission, on CD or USB flash drive
- ☐ Confirmation of Drug Free Workplace Form
- ☐ Reference Form
- ☐ Copy of the fully executed E-Verify Memorandum of Understanding (Department of Homeland Security web-site) for the business
- ☐ Contractor Conditions for Emergency, Hurricane or Disaster Form
- ☐ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

1. **PURPOSE**

Brevard County Purchasing Services, on behalf of the multiple departments countywide, is soliciting bids from qualified contractors to provide all labor, materials, equipment and supervision for heating, ventilation, air conditioning (HVAC) and ice machine service.
The intent is to award to one Primary Contractor and one Secondary Contractor. The awarded lowest bidding Contractor (Primary) will perform all service work for non-emergency projects with an estimated cost less than $15,000 and all emergency work (regardless of cost). If the Primary Contractor is unable to meet the County's needs, the awarded second lowest bidding Contractor (Secondary Contractor) will perform the service work.

For non-emergency work with an estimated cost—which exceeds $15,000—the Primary Contractor and Secondary Contractor will be asked to quote on the work. The most responsive, lowest quote will be awarded the project on a case-by-case basis.

CONTRACT PERIOD
The term of this agreement shall be effective for three years from the date of award (estimated to be July 18, 2019, through July 17, 2022). The agreement may be extended by mutual agreement for an additional two, one year periods with the option to negotiate pricing, terms and conditions. Brevard County will notify the vendor in writing ninety days prior to the expiration of the agreement as to its intent to renew the agreement.

DELIVERY

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

2. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Summer Wyllie, Purchasing Services at 321-617-7390 or by email at summer.wyllie@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at Onvia DemandStar® website and VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Summer Wyllie at summer.wyllie@brevardfl.gov. To be given consideration, such requests must be received in writing no later than five business days prior to the date for opening of the bids.

3. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than July 10, 2019 at 2:00 PM.** Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

Electronic bid filing is now available on VendorLink at www.myvendorlink.com .
Electronic bidding is preferred; however hard copy bids will still be received.

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on compact disc or USB flash drive. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid**. DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

Note* Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered**, a bid must be accepted in Purchasing Services no later than the ITB closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

4. QUALIFICATIONS OF CONTRACTORS

Contractors shall be licensed and insured. The Contractor shall submit the following information with their bid:

a. Contractor shall hold a certified and/or registered license with the State of Florida or Brevard County as an Air Conditioning Contractor. In the case of a State registered license, the Contractor must be licensed in Brevard County. The license number must be listed in the bid submittal on the Price Sheet. A copy must be provided from the apparent low bidding Contractor within two days' notice and updated annually.

~~b.~~ Experience record showing the Contractor's training and experience for the last five years for like projects and contracts to include contract term, project value, description of work completed, and any and all pertinent information. Include both HVAC and Ice Machine experience. Experience record shall include a minimum of three/maximum of five references for like services to include FULL CONTACT INFORMATION (point of contact, phone, email, fax, location, etc.)

c. List of personnel, by name, title and license/certification number, qualified to perform work.
   ~~i.~~ NOTE: All HVAC and Ice Machine service must be performed by qualified (licensed) personnel. Copies of certifications and licenses (such as an air conditioning or mechanical contractor licenses or journeymen licenses and qualifications and certifications for working on various equipment, *including ice machines*) **for employees must be listed in bid submittal and a copy must be provided from the apparent low bidding Contractor upon request and updated annually.**

d. The awarded Contractor *must* be available twenty-four hours per day, seven days a week.

e. Invoices must be submitted within ten business days following completion of work as to comply with the fiscal responsibilities of Brevard County. **Failure to comply may delay payment to the Contractor; repeated failure may results in contract termination.**

5. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Contractor shall certify that all materials equipment, etc., contained in the bid meets all OSHA requirements. Contractor further certifies that if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

6. DEBRIS

The awarded Contractor shall be responsible for the prompt removal of all debris that is a result of any service performed under this contract. At the completion of the work, the Contractor shall remove all wastes materials and debris from and about the premises as well as all tools,

equipment, and surplus materials and leave the site clean and ready for occupancy.

7. PROTECTION OF PROPERTY/SECURITY
    a. The awarded Contractor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
    b. The awarded Contractor shall—at all times—guard against damage or loss to property of Brevard County, or of other Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Contractor or their agent.
    c. The awarded Contractor shall at all times guard against injury to Brevard County employees. The Contractor shall properly fence and secure the construction site(s) at all times, including evenings and weekends. The awarded Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and shall provide the necessary protection to prevent injury to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

8. LICENSE/CERTIFICATIONS AND PERMITS

    The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidding Contractor will be required to provide proof of license and/or certification within two business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing and Regulations Section is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County Licensing Regulation and Enforcement Office at (321) 633-2058, option 0, for any questions.

    The awarded Contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The County shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

    Permits needed for a specific project should be clearly stated as a separate line item on all quotes and invoices; the contractor shall not mark-up permit fees. If necessary, the County may request a copy of the permit receipt before reimbursement occurs. The County may elect to pull its own permits in the interest of time and/or cost savings.

9. CORRECTION OF FAULTY PRODUCT/SERVICE

    Parts, components, assemblies or equipment replaced by the Contractor shall be fully warranted by the Contractor against defects in materials and/or workmanship for a period of one year from date of acceptance by County or the duration of the manufacturer's warranty, whichever is longer. Shall any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace at no cost to the County.

    The Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, **without cost to the County**, after receipt of notification of such faulty labor or workmanship within one day for emergencies and a reasonable period not to exceed five business

days for non-emergencies, unless approved by the authorized designated County departmental representative. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one year after acceptance of the work by Brevard County.

The Contractor shall not charge Brevard County any warranty handling fees.

10. ACKNOWLEDGEMENT

The Contractor acknowledges that time is of the essence to complete the work as specified in every task order issued to the awarded Contractor. The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate as will ensure full completion within the time specified in each and every task order.

HVAC & Ice Machine Services
B-2-19-94
SCOPE OF SERVICES

GENERAL:

1. The purpose of this bid is to establish a standard hourly rate for non-emergency and emergency HVAC and Ice Machine repair services and preventative maintenance on an as needed basis. The services shall include the following: Controls, Ice machines, leak location, new installations, OEM component repairs, preventive maintenance, testing, troubleshooting, and any other repairs deemed necessary by County personnel in accordance with these specifications. Contractor may be requested on as needed basis to service chilled water systems, which may be serviced by the hourly rate, but are NOT covered under the Preventative Maintenance schedule.

2. Any additional terms and conditions included with a Contractor's bid submittal, unless otherwise specified herein, may result in rejection of the bid.

3. Exact quantities of service to be procured under this bid agreement cannot be determined. Orders will be issued on an "as required basis."

4. Prices must be guaranteed **firm** for a period of twelve months from award of bid. The cost of labor shall be based upon the hourly rate bid herein and the Contractor's time **shall start upon arrival at the jobsite and shall conclude upon leaving the jobsite**. The Contractor shall bid one hourly rate herein and it shall include direct labor, miscellaneous tools and equipment, overhead, and total profit. Any travel time and expenses shall be borne by the Contractor and should be included in the hourly rates. **Contractor shall not invoice Brevard County for any fuel surcharges**.

5. Awarded Contractor(s) will be issued purchase orders from various organizations within the County. The provisions contained in this bid will be considered firm and both parties agree to abide by them. Lists of Brevard County buildings and departments that may utilize this bid are located at: http://www.brevardfl.gov/Contact. A detailed equipment list is not available at this time. Systems that will require preventative maintenance are included with this bid as *Attachment A*. Awarded Contractor(s) are responsible for coordinating invoice receipt with a representative from each department and/or service area (e.g., Facilities Maintenance, Parks North, Parks Central, Parks South, etc.)

6. Contractor is to provide Material Safety Data Sheets (MSDS) within twenty-four hours upon request for all substances used in association with HVAC & Ice Machine service.

7. The HVAC & Ice Machine technician(s) assigned specific to County work will be certified and licensed. Technicians are qualified based on their education, training, certification, experience, and job performance. Technicians assigned to work on County equipment shall be defined as "Technician/Journeyman" or "Helpers."

8. Brevard County shall only be billed the appropriate personnel rate for individual performing work (i.e., certified technician rate charged ***CANNOT*** be charged for helper employee performing work). Brevard County reserves the right to request proof of certification at any time and may withhold payment of service invoice.

9. Employees are to wear a uniform with company's name and will be issued an ID badge if necessary at designated areas. Contractor(s) must be able to work in security sensitive areas (e.g., Detention Center).

10. If during the course of the work, the Contractor encounters unforeseen conditions which impact the work and which could not be initially evaluated, the Contractor shall not proceed without a

written authorization from the County. Any equipment, and/or materials installed without the proper coordination shall be removed and reinstalled at the expense of the awarded Contractor(s).

11. Prime Contractor(s) will not be able to subcontract any part of this bid without prior approval by the County.

12. Awarded Contractor(s) shall coordinate with Central Service's departmental representative for layouts of all equipment, HVAC work, conduits, fixtures, support hardware, and other materials prior to fabrication and installation. Layouts shall provide for operating and maintenance clearances required by equipment manufacturers and maintenance personnel, clearances, and access required by codes, and accessibility for future system expansions.

13. Each invoice shall include adequate detail to identify each service call. At a minimum, the detail shall include the following:

    - the date of the service call,
    - service location,
    - the County staff member coordinating the work,
    - job classification of Contractor's employee performing work,
    - the applicable hourly rate, arrival time on-site,
    - the time service call was completed,
    - total time on-site,
    - the **CONTRACTOR'S** COST FOR MATERIALS,
    - the **COUNTY'S** COST FOR MATERIALS BASED ON MARK-UP RATE BID,
    - and total charges for the call.

    If a discount under bid price is provided, Contractor shall list as a separate line item. **LUMP SUM INVOICES SHALL NOT BE ACCEPTED.**

14. STANDARD TIME RATES: All HVAC maintenance services shall be coordinated and performed between normal business hours 8:00 AM – 5:00 PM, Monday through Friday, unless otherwise approved by the County. There shall be no overtime, weekend, and/or holiday work unless specifically authorized by the County.

    OVERTIME RATE: Hours other than the normal business hours (as described above)— including holidays recognized by the County, afterhours and weekend work (both emergency and non-emergency)—may be considered overtime and charged at the appropriate rate as specified on the Price Sheet. The Board of County Commissioners has approved the following holiday schedule:

    - New Year's Day
    - Birthday of Martin Luther King, Jr.
    - Memorial Day
    - Independence Day
    - Labor Day
    - Veterans Day
    - Thanksgiving Day
    - Friday after Thanksgiving
    - Christmas Eve
    - Christmas Day

    EMERGENCY SERVICE:

15. Emergency repairs shall be addressed within a two hour period and all non-emergency repairs within forty-eight hours from time of notification.

16. Emergency repair service during normal business hours will be coordinated by the user department's representative before any services are performed.

17. If for any reason the request cannot be resolved within the same workday, Facilities Work Control or the County's representative that requested service will be notified of the delay in repairs.

18. **TEMPORARY COOLING**: If repairs cannot be accomplished within twenty-four hours of system failure, the Contractor shall provide (upon request from the County's representative) the setup of temporary cooling. The Contractor will have access to deliver and setup portable air/chillers at an additional cost to the County. Contractor will verify size of temporary air conditioning appropriate for given space. The Contractor shall obtain authorization from the County prior to setup of portable air conditioning.

    *NOTE: If the awarded Contractor hires a subcontractor for setup of temporary cooling, the subcontractor cannot markup this service.

19. Emergency repair services after normal business hours will be authorized by a Facilities Management representative and/or user department's representative who will notify Facilities Management of service by the next business day.

20. If Emergency Service is required during normal business hours, standard rates apply. If emergency service is required at hours other than normal business hours (including holidays recognized by the County, afterhours and weekend work), the hours worked may be considered overtime and charged at the appropriate rate as specified on the Price Sheet.

    ESTIMATE PREPARATION:

21. Departments and User Agencies may make exceptions to this process in case of emergencies. Deviations from the estimate/quote submittal process are at the County's discretion.

22. For non-emergency projects over $15,000, the Primary and Secondary awarded Contractors will be asked to submit a quote for the project. The lowest, most-responsive quote meeting all requirements will be accepted.

23. The Contractor shall be given a scope of work for each project and shall be required to visit the work site. It is the Contractor's responsibility to ensure they have all the information to prepare accurate estimates/quotes.

24. The Contractor's estimate to the County for completing the work shall include the number of days to complete the work and the total price to complete the work, including the work items required. The Contractor should outline in their estimate specific information including: hourly labor rates and equipment with operator, as bid, for each required work, number of hours required, list of materials to include description, cost, and sales tax on materials, if applicable, and permits costs, if applicable. *All estimate preparation should be at no charge to the County, regardless as to whether the County elects to do the work.*

25. The Contractor's estimate will be evaluated to determine if the scope has been clearly and accurately understood, the work has been properly estimated with supporting data presented and that material and equipment estimates are reasonable and properly documented. The County reserves the right to disapprove the estimate/quote and shall have no obligation to issue a Purchase Order for the work.

26. The County reserves the right to enter into “value engineering” negotiations regarding individual project size and scope with the Contractor submitting the lowest bid whenever it deems that negotiation will be in the best interest of the County. These negotiations may increase or decrease the original scope of work. Upon completion of negotiations, a new estimate will be prepared by the Contractor and submitted to the County.

27. The estimate/quote provided shall be firm; no increases will be permitted or approved unless unforeseen circumstances arise. If, during performance of the work, additional work is determined to be required, a written proposal must be provided to the County for approval before any additional work is performed.

MATERIALS, PARTS & EQUIPMENT:

28. To ensure timely repairs for normal and emergency situations, the Contractor shall maintain, or have access to, an adequate inventory of replacement parts for equipment.

29. Contractor shall provide all equipment necessary to provide full maintenance and repairs as specified in the document. Charges for equipment used during maintenance and repair (e.g., vacuum and torch service) shall be included in the hourly rate. Rental equipment not part of normal operation (e.g., crane) shall not be marked-up.

30. The County reserves the right, in its best interest as determined by the County, to procure parts and provide to the awarded Contractor; however if materials are to be furnished by Contractor, materials will be at Contractor’s actual cost plus percentage bid on Price Sheet, **not to exceed twenty percent (20%). Reimbursable sales tax, freight and permit fees shall not be marked-up.**

31. All invoices shall show a breakdown of the Contractor’s cost for materials **and** the mark-up to show the County’s total cost for materials. Do not list only the County’s cost. The Contractor, at the County’s request, shall provide documentation of the cost of materials and parts used on their submitted estimate/quote. The County reserves the right to request documentation (e.g., invoices and price sheets) for all items.

32. Materials purchased for repair services shall be selected to match existing County items and shall be OEM components or Equipment Manufacturer Authorized replacements only, unless specifically authorized by the County. Specific details will be determined on a job-by-job basis. All materials are subject to prior approval from the County.

33. In the case of parts covered by the manufacturer’s warranty, the awarded Contractor shall advise and coordinate the warranty claim at no cost to the County.

PREVENTATIVE MAINTENANCE:

33. **Preventative Maintenance service pricing shall be NEGOTIATED with the lowest, most responsive bidding Contractor based on the hourly rates bid prior to the award of the agreement. The negotiated rate will be flat rate plus materials, based on the rates bid.**

34. For informational purposes only, this bid includes Attachment, A which lists sites that will receive normal Preventative Maintenance and a list of the applicable belt and filter sizes for the equipment. At the County’s sole discretion, other sites and/or equipment may be added or deleted as needed. The belts and filters listed shall not be interpreted as a binding list; Contractor will still be responsible for inspecting equipment to determine all replacements parts, types and sizes.

35. The awarded Contractor shall create and maintain a PRICE LIST of commonly used materials as part of the PM schedule – i.e., filters, Freon (R-22), Puron (R-410A), etc. This Price List may not change without prior approval by the Central Services department representative. The department reserves the right to requests copies of Contractor’s invoices to verify the Contractor’s cost.

36. The awarded Contractor shall provide Brevard County staff with a schedule, which indicates dates for regular, preventative maintenance inspections and services.

37. Annual inspections and associated preventative maintenance shall be performed on all HVAC units prior to the beginning of the peak cooling seasons (not later than May 1), and prior to the beginning of peak heating season (not later than October 1). Preventative maintenance services consist of three quarters and one annual, and will be performed at the beginning of each quarter.

38. Contractor shall submit written reports to Brevard County authorized representative.

39. All filter changes will have the installation date written on the filter.

40. The apparent silence of the specifications to any detail or any apparent omission from them of detailed descriptions regarding services to be done shall be regarded as meaning only the best preventative maintenance practice shall prevail. All interpretations of these specifications shall be made upon this basis.

41. Various types of equipment are covered by the Preventative Maintenance pricing:
    a. Window units, split systems, cooling and heat pumps, and package units.
    b. Building and bathroom exhaust fans.

42. The majority of units serviced will be 1.0 ton to 7.5 tons, but may be larger (not to exceed 25 tons).

43. CHECKLIST – QUARTERLY:
    a. Check T-stats for set point and calibration
    b. Clean return air grill, closet and louver doors
    c. Change all filters with 30% pleated ***and provide date***
    d. Visually inspect evaporator coil and flush with non-rinse, no-odor cleaner
    e. Visually inspect blower wheel and grease bearings
    f. Oil motor where applicable
    g. Change belt and check alignment
    h. Condenser should be lightly cleaned
    i. Check all electrical controls and contractors for pitting
    j. Check for leaks
    k. ALL EXHAUST FANS (*older units only*):
        i. Oil motors
        ii. Check electrical
        iii. Replace belts
        iv. Clean grills

44. CHECKLIST – ANNUALLY:
    a. Check T-stats for set point and calibration
    b. Clean return air grill, closet and louver doors
    c. Change all filters with 30% pleated ***and provide date***
    d. Visually inspect evaporator coil and flush with non-rinse, no-odor cleaner
    e. Visually inspect blower wheel and grease bearings
    f. Oil motor where applicable
    g. Change belt and check alignment
    h. Condenser should be lightly cleaned
    i. Check all electrical controls and contractors for pitting
    j. Check for leaks
    k. Shut down unit
    l. Thoroughly clean evaporator, pan and drain

m. Turn heater on for inspector
n. Check heat pumps and RV valves
o. Remove blower, if applicable, and clean
p. Wipe inside cabinet
q. Check for duct and refrigerant leaks
r. Repair and paint rust spots

PREVENTATIVE MAINTENANCE LOCATIONS AND FILTERS (ATTACHMENT A)

NORTH PREVENTATIVE MAINTENANCE SITE LIST	
SITE	FILTER QTY & SIZE
Mims Scottsmoor Public Library 3615 Lionel Rd Mims, FL 32754	(20) 16×25×2
Brevard Co. Health Department 611 Singleton Ave Titusville, FL 32796	(4) 20×25×1 (2) 20×20×1 (10) 16×25×1
Port St. John Library 6500 Carole Ave Cocoa, FL 32927	(8) 20×20×2 (6) 16×20×2
Fire Station 21 4940 US Hwy 1 Mims, FL 32796	(1) 20×22×1
Fire Station 22 2475 Taylor Ave Mims, FL 32754	(3) 20×20×1
Fire Station 24 2280 Columbia Blvd Titusville, FL 32780	(1) 20×25×1 (4) 20×20×1
Fire Station 26 6655 Carole Ave Cocoa, FL 32927	(2) 20×20×1
Port St. John WWTP 3710 Juanita St Cocoa, FL 32927	Washable Filter
North Brevard WWTP 3205 Australian Way Mims, FL 32754	(1) 21×21×1 (2) 10×10×1 (1) 12×12×1
Mims Water Plant 2262 High Dr Mims, FL 32754	(4) 16×25×2 (1) 16×25×1 (1) 21×21×1

SOUTH PREVENTATIVE MAINTENANCE SITE LIST		
SITE	BELT QTY AND SIZE	FILTER QTY AND SIZE
Palm Bay Library 1520 Port Malabar NE Palm Bay, FL 32905		(2) 20×20×1 (2) 20×24×1 (1) 18×18×1
Dr. Martin Luther King Library 955 E University Blvd Melbourne, FL 32901	(1) L/L 520 (1) 4610	(12) 16×25×1 (2) 16×20×1
Franklin T. DeGroodt Public Library 6475 Minton Road SW Palm Bay, FL 32908	(2) L/L 480 (1) L/L 620	(18) 16×25×2 (12) 16×20×2
South Mainland Library 7921 Ron Beatty Blvd Micco, FL 32976	(1) L/L 460 (2) L/L 420	(10) 20×20×1 (4) 14×18×1
Satellite Beach Library 751 Jamaica Blvd Satellite Beach, FL 32937	(2) 4L 520 (1) 46 46110	(18) 16×25×2 (8) 15×20×2
West Melbourne Library 2755 Wingate Blvd West Melbourne, FL 32904	(2) 4L 480 (1) 46 460	(12) 16×20×2 (3) 20×25×2
Brevard Co. Tax Collector Office 248 E Eau Gallie Blvd Indian Harbour Beach, FL 32937		(5) 20×20×1
Central Fleet Services 4694 N Wickham Rd Melbourne, FL 32935		(4) 20×20×1 (1) 14×24×1
Road & Bridge Fleet Maintenance 4694 N Wickham Rd Melbourne, FL 32935		(2) 18×30×1 (1) sponge filter
Transit Services South Terminal 460 S Harbor City Blvd Melbourne, FL 32904	(2) 4L 420	(5) 16×25×2 (2) 20×20×1 (2) 16×20×2
Environmentally Endangered Lands 91 East Dr Melbourne, FL 32904		(4) 20×20×1
Barrier Island Sanctuary 8385 S Hwy A1A Melbourne Beach, FL 32951		(6) 20×20×1
Water Treatment Plant (Barefoot Bay) 734 West Egret Circle Barefoot Bay, FL 32976		(1) 12×18×1
Wastewater Treatment Plant (B. Bay) 7773 Dottie Ln Barefoot Bay, FL 32976	(1) 4L 480	(4) 16×25×1 (4) 16×20×2 (1) 20×30×1

SOUTH PREVENTATIVE MAINTENANCE SITE LIST (FIRE RESCUE)	
SITE	FILTER QTY AND SIZE
Fire Station 89 2075 Degroodt Road SW Palm Bay, FL 32908	(2) 20×20×1
Fire Station 88 175 Medplex Pkwy NE Palm Bay, FL 32907	(1) 20×25×1
Fire Station 87 2890 Greenbrooke St Malabar, FL 32950	(1) 20×20×1 (1) 20×22×1
Fire Station 86 301 Barefoot Blvd Micco, FL 32976	(1) 22×22×1 (1) 18×18×1 (1) 20×20×1
Fire Station 84 1391 NE Clearmont Palm Bay, FL 32905	(2) 20×22×1
Fire Station 83 5148 NW Minton Rd Palm Bay, FL 32907	(2) 20×20×1 (1) 16×16×1
Fire Station 82 109 NW Pine St West Melbourne, FL 32904	(1) 20×20×1 (1) 20×25×1
Fire Station 81 4630 Lake Washington Rd Melbourne, FL 32934	(1) 20×20×1 (1) 20×24×1
Fire Station 62 299 Sea Park Blvd Satellite Beach, FL 32927	(2) 20×20×1
Fire Station 63 2602 N Highway A1A Indialantic, FL 32903	(1) 20×20×1 (1) 20×24×1 (1) 10×10×1
Fire Station 64 2550 S Highway A1A Melbourne Beach, FL 32951	(7) 20×20×1
Fire Station 65 7400 S Highway A1A Melbourne Beach, FL 32951	(6) 20×20×1
Fire Station 66 1695 Aurora Rd Melbourne, FL 32935	(2) 20×20×1
Fire Station 67 11 Nieman Ave Melbourne, FL 32901	(2) 20×20×1

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

HVAC & Ice Machine Services
B-2-19-94
June 25, 2019
ADDENDUM 1

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in space provided on Price Sheet. Contractors are requested to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO QUESTIONS RECEIVED:

1. Can Contractors bid on the HVAC services only?

   RESPONSE:
   No, Contractors can bid only on the entire package of services or none.

2. Our vendor for belts has asked about the belt numbers with L/L on them - can you provide pictures of the belt or packaging?

   RESPONSE:
   No photographs are available.

3. Can we see the rates that the Contractor won on the last bid?

   RESPONSE:
   Attached is the bid tabulation by rate with intended award from the current contract awarded in 2017.

4. Will we be able to have a site visit to the locations to see the equipment involved?

   RESPONSE:
   Site location visits may be scheduled by area by contacting the following County representatives:

   North Area: Robert Reinhardt, (321) 264-6795
   Central Area: Billy Wahne, (321) 633-7107
   Viera/South Area: Scott Hanson (321) 637-5491

5. Is this solicitation for quarterly service and an annual visit?

   RESPONSE:
   Per page 16 of the bid documents, Scope of Services, "Preventative Maintenance", Items 43-44 – there are quarterly and annual inspection checklists.

6. Do we include the belts and filters in our bid separately or included in the hourly rate?

   RESPONSE:
   Per page 15 of the bid documents, Scope of Services, "Preventative Maintenance", Item 33 –

"Preventative maintenance service pricing shall be negotiated with the lowest, most responsive bidding Contractor, based on the hourly rates bid prior to the award of the agreement. The negotiated rate will be flat rate plus materials, based on the rates bid. "

Please note that the bid opening date and time remains **July 10, 2019 @ 2:00 PM**.

All other terms and conditions remain unchanged.

Sincerely,

Jonathan McLester, CPPO, CPPB
Purchasing Supervisor, Central Services

END OF ADDENDUM NO. 1

BID NO: B-7-17-73
BID TITLE: HVAC & Ice Machine Services
OPENING DATE: June1 , 2017 @ 3:30pm

BID TABULATION SHEET

POSTING DATE: 6/2/2017 @ 12:00pm
APPEALS DATE: 6/9/2017 @ 5:00pm
POSTED BY: R. Springer

	Competitive Air & Heat, LLC Satellite Beach, FL	**Air Mechanical & Service Corp.** Casselberry, FL
HVAC Technician/Journeyman STANDARD RATE	**$19.50**	$85.00
HVAC Technician/Journeyman OVERTIME RATE	**$60.00**	$95.00
Apprentice/Helper STANDARD RATE	**$15.00**	$65.00
Apprentice/Helper OVERTIME RATE	**$40.00**	$75.00
Material Mark-Up	**18%**	20%
Statement of No Bid Received from Trane Commerical Systems		

INTENDED AWARD:

- **Competitive Air & Heat [PRIMARY]**
- **Air Mechanical & Service Corp. [SECONDARY]**

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval initials

HVAC & Ice Machine Services
B-2-19-94
PRICE SHEET

Bid price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents:

Hourly Rate for HVAC and Ice Machine Services

	STANDARD TIME HOURLY RATE	OVERTIME HOURLY RATE
HVAC Technician/Journeyman	$ 19.50	$ 60.00
Apprentice/Helper	$ 15.00	$ 40.00

- **Material Pricing**: Percentage (%) above Contractor's invoiced cost 18 % *(not to exceed 20%)*
- **License Number:** RA13067445 and 09-HV-00065

ACH PAYMENTS

Does your company accept ACH Payment Method? _____Yes / N No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

_____

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. 1 Dated 6-25-19 // Add. No._____ Dated_____

Add. No._____ Dated_____ // Add. No._____ Dated_____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Bid #B-2-19-94/HVAC & Ice Machine Services.

CONTRACTOR NAME Competitive Air and Heat LLC

ADDRESS 1089 S. Hedgecock Sq Sat Bch FL 32937

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE Brian Rodrigues DATE 7.3.19

TELEPHONE # 321-253-2532 FAX #_____

EMAIL brianr@competitiveairandheat.com

CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 dangers of drug abuse in the workplace, the business's 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.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid 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 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Competitive Arnold Heat LLC
Business Name

B-2-19-94 HVAC & Ice Machine Service
Bid Number and Name

Authorized Representative's Signature

7.3.19
Date

Brian Rodrigues
Name

Owner
Position

HVAC & Ice Machine Services
B-2-19-94
REFERENCE FORM

List a minimum of three / maximum five customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Jack Parker
Date of Services: July 1, 2019
Description of Services: A/C replacement & mini split system
Street Address: Confidential (Retired Sheriff)
City, State, ZIP Code:
Telephone #: 321-537-1820 Fax #:
Contact Person: Jack Parker Email:

Ref #2. Customer/Client: Brevard County Solid Waste, Mang.
Date of Services: June, 20, 2019
Description of Services: A/C replacement
Street Address: 2250 Adams Place
City, State, ZIP Code: Cocoa, FL 32927
Telephone #: 321-298-5818 Fax #:
Contact Person: Peter Fournier Email:

Ref #3. Customer/Client: Morton Salt
Date of Services: January 7, 2019
Description of Services: multi lab replacements & mini splits
Street Address: 450 Cargo Rd
City, State, ZIP Code: Cape Canaveral FL 32920
Telephone #: 321 213-3219 Fax #:
Contact Person: Travis Merriam Email:

Ref #4. Customer/Client: HVC Land Corp.
Date of Services: May 1, 2019
Description of Services: A/C replacement
Street Address: 350 N. Lake Destiny Dr
City, State, ZIP Code: Maitland, FL 32751
Telephone #: 407-739-6653 Fax #:
Contact Person: Michael Gottlibb Email:

Ref #5. Customer/Client: Watt Family Chiropratic.
Date of Services: May 15, 2019
Description of Services: A/C replacement
Street Address: 2255 N. Wickam Rd Melbourne, FL 32935
City, State, ZIP Code:
Telephone #: 321-622-626016 Fax #:
Contact Person: Bonnie Kennedy Email:

CONTRACTOR NAME Competitive Air and Heat LLC
ADDRESS 1689 S Hedgecock Sq
PRINTED SIGNATURE Brian Rodriguez
AUTHORIZED SIGNATURE
TELEPHONE # 321-253-7582 FAX# DATE 7.3.19
EMAIL: briann@competitiveairandheat.com

Company ID Number: 1427741

Approved by:

Employer Competitive Air and Heat LLC	
Name (Please Type or Print) Brian Rodrigues	Title
Signature Electronically Signed	Date 07/02/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/02/2019

Company ID Number: 1427741

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Competitive Air and Heat LLC
Company Facility Address	689 S Hedgecock Sq Satellite Beach, FL 32937
Company Alternate Address	
County or Parish	BREVARD
Employer Identification Number	200830513
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1427741

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that Brevard County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency, which may threaten public health and safety, as determined by the Board of County Commissioners. The Contractor agrees to rent/sell/lease all goods and services to Brevard County as opposed to a private citizen, on a first priority basis. Brevard County expects to pay a fair and reasonable price not to exceed those quoted in this quote for all products in the event of a disaster, emergency or hurricane. The Contractor shall furnish a 24-hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

X _____
AUTHORIZED SIGNATURE

Brian Rodrigues
PRINTED NAME

Owner
TITLE

Emergency/24-hour Phone Number(s) 321-253-2532

Office Phone Number 321-253-2532 Home Phone Number ———

Email Address brianr@competitiveairandheat.com Cellular Phone Number 321-795-0037

Nearest Branch Office Phone Number ———

and location ———

Fax Number _____ Date 7.3.19

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared Brian Rodrigues, who, being by me first duly sworn, made the following statement:

1. The Business address of Competitive Air and Heat (name of Contractor) is 1669 S. Hedgecock Sq. Sat Bch., FL 32937
2. My relationship to Competitive Air and Heat (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Competitive Air and Heat (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Competitive Air and Heat (name of Contractor) is not 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, Florida Statutes.

7. Competitive Air and Heat (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 3rd day of July, 2019.

Notary Public

My commission expires:
12/27/2022

(AFFIX SEAL or STAMP)

Jennifer Church
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG287060
Expires 12/27/2022

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

INDEMNIFICATION AND INSURANCE REQUIREMENTS

HVAC & Ice Machine Services

B-2-19-94

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

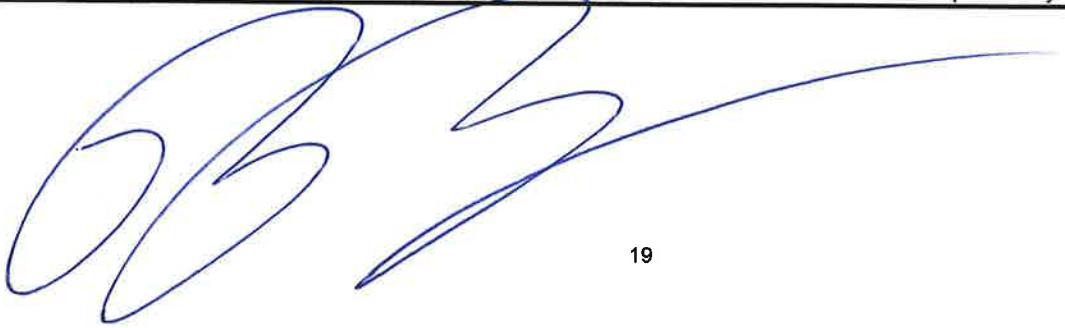
In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.



SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Summer Wyllie Ext. 5-56065
summer.wyllie@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	**BID TITLE:**	**BID NUMBER:**	**BID OPENING DATE AND TIME:**
June 13, 2019	HVAC & Ice Machine Services	B-2-19-94	July 10, 2019 @ 2:00 PM EST

PRE-BID DATE, TIME, AND LOCATION:
N/A

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
Strut Mechanical, Inc.
6955 Buckhorn Trail
Saint Cloud, FL 34771

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(407) 818-3561

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
82-3482600

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

MARK Donahue
NAME (*PRINTED*)

President
TITLE

7/6/19
DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6 day of July 2019.

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

X Dean Roberge
SIGNATURE OF NOTARY PUBLIC

FL
STATE

Dean Roberge
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 02/07/2022

(AFFIX SEAL or STAMP)

Notary Public State of Florida
Dean Roberge
My Commission GG 183865
Expires 02/07/2022

NOTARY PUBLIC STATE OF FLORIDA

BOND DATA

CONTRACTOR MUST PROVIDE: **AMOUNT:**

Yes ☐ No ☒ BID BOND _____
Yes ☐ No ☒ PERFORMANCE BOND _____
Yes ☐ No ☒ LABOR, MATERIAL, PERFORMANCE BOND _____

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

HVAC & Ice Machine Services
B-2-19-94
PRICE SHEET

Bid price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents:

Hourly Rate for HVAC and Ice Machine Services

	STANDARD TIME HOURLY RATE	OVERTIME HOURLY RATE
HVAC Technician/Journeyman	$ 60.00	$ 90.00
Apprentice/Helper	$ 50.00	$ 75.00

- **Material Pricing**: Percentage (%) above Contractor's invoiced cost 20 % *(not to exceed 20%)*
- **License Number:** CAC1819307

ACH PAYMENTS

Does your company accept ACH Payment Method? X Yes / _____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

_____

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. 1 Dated 6/25/19 // Add. No._____ Dated_____

Add. No._____ Dated_____ // Add. No._____ Dated_____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Bid #B-2-19-94/HVAC & Ice Machine Services.

CONTRACTOR NAME Strut Mechanical, Inc

ADDRESS 6955 Buckhorn Trail, Saint Cloud, FL 34771

AUTHORIZED SIGNATURE [signature]

PRINTED SIGNATURE Mark Donchue DATE 7/6/19

TELEPHONE # 407-818-3961 FAX #_____

EMAIL mark@strutmechanical.com

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
HVAC & Ice Machine Services
B-2-19-94

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

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The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

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Marc Sanchez
President

7/6/19

HVAC & Ice Machine Services
B-2-19-94
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 dangers of drug abuse in the workplace, the business's 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.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid 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 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Strut Mechanical, Inc.	B-2-19-94 HVAC + ICE Machine Services
Business Name	Bid Number and Name
[signature]	7/6/19
Authorized Representative's Signature	Date
MARK Donahue	President
Name	Position

HVAC & Ice Machine Services
B-2-19-94
REFERENCE FORM

List a minimum of three / maximum five customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: United Rentals Orlando
Date of Services: Jan. 1, 2018 – current
Description of Services: chiller service & repair, Preventive Maintenance on ice machines.
Street Address: 9375 Boggy Creek Rd.
City, State, ZIP Code: Orlando, FL 32824
Telephone #: 407-854-6061 Fax #:
Contact Person: William Huddle Email: whuddle@ur.com

Ref #2. Customer/Client: United Rentals Tampa
Date of Services: Feb 2017 - current
Description of Services: Service + repair to HVAC equipment.
Street Address: 1731 Tappan Blvd
City, State, ZIP Code: Tampa, FL 33619
Telephone #: 813-868-3854 Fax #:
Contact Person: Jeremy Beaty Email: jbeaty@ur.com

Ref #3. Customer/Client: Sunbelt Rentals Orlando
Date of Services: MAR 2017- current
Description of Services: Service & repairs of HVAC equipment.
Street Address: 2021 Viscount Rd.
City, State, ZIP Code: Orlando, FL 32809
Telephone #: 407-246-1528 Fax #:
Contact Person: MAK Garcia Email: maxwell.garcia, 72650@Sunbelt-Rentals.com

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Ref #4. Customer/Client: Comm. Pres. Church of Celebration
Date of Services: Feb, 2017 - Present
Description of Services: Preventive Maintenance, Service, repairs, replacements
Street Address: 511 Celebration Ave
City, State, ZIP Code: Celebration, FL 34747
Telephone #: 407-566-1633 Fax #:
Contact Person: Carolyn Garcia Email: Caroly.garcia@compres.com

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Ref #5. Customer/Client: Geodis
Date of Services: Preventive Maintenance & repairs
Description of Services: June 2017 - present
Street Address: 1401 Trapper Dr
City, State, ZIP Code: Orlando, FL 32824
Telephone #: 407-204-2584 Fax #:
Contact Person: Mike Gerken Email: mike.gerken@geodis.com

CONTRACTOR NAME Strut Mechanical, Inc
ADDRESS 6955 Buckhorn Trail, Saint Cloud, FL 34771
PRINTED SIGNATURE MARK Donelue
AUTHORIZED SIGNATURE
TELEPHONE # 407-818-3961 FAX# DATE 7/6/19
EMAIL: mark@strutmechanical.com

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I
PURPOSE AND AUTHORITY

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

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

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

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

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to

make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

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

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

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

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

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

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

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

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

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

the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

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

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

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

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

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

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

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

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

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

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

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

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

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

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

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

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

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

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

D. RESPONSIBILITIES OF SSA

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

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

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

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

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU

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

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

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

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

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

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

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

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

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

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

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

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

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

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

B. REFERRAL TO DHS

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

against employees if they choose to contest the finding, while their case is still pending.

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

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

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

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

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

   a. Scanning and uploading the document, or

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

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

8. DHS will electronically transmit the result of the referral to the Employer (though the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.

C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1428643

Approved by:

E-Verify Employer Agent Employer Strut Mechanical Inc	
Name (Please Type or Print) Mark Donahue	Title
Signature Electronically Signed	Date 07/08/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/08/2019

Company ID Number: 1428643

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Strut Mechanical Inc
Company Facility Address	6955 Buckhorn Trail Saint Cloud, FL 34771
Company Alternate Address	
County or Parish	OSCEOLA
Employer Identification Number	823482600
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1428643

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1428643

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Mark Donahue
Phone Number	(407) 818 - 3961
Fax Number	
Email Address	mark@strutmechanical.com

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HVAC & Ice Machine Services
B-2-19-94

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that Brevard County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency, which may threaten public health and safety, as determined by the Board of County Commissioners. The Contractor agrees to rent/sell/lease all goods and services to Brevard County as opposed to a private citizen, on a first priority basis. Brevard County expects to pay a fair and reasonable price not to exceed those quoted in this quote for all products in the event of a disaster, emergency or hurricane. The Contractor shall furnish a 24-hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

X _____
AUTHORIZED SIGNATURE

MARK Donchue
PRINTED NAME

President
TITLE

Emergency/24-hour Phone Number(s) 407-818-3961

Office Phone Number 407-818-3961 Home Phone Number _____

Email Address mark@stmtmechanical.com Cellular Phone Number 321-412-6860 (MARK Donchue President)

Nearest Branch Office Phone Number 407-818-3961

and location Saint Cloud, FL

Fax Number _____ Date 7/6/19

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Osceola

BEFORE ME, the undersigned authority, personally appeared

MARK Donahue, who, being by me first duly sworn, made the following statement:

1. The Business address of Strut Machine, Inc (name of Contractor) is .

2. My relationship to Strut Machine, Inc (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Strut Medical, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Strut Medical, Inc (name of Contractor) is not 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, Florida Statutes.

7. Strut Medical, Inc (name of Contractor) is not engaged in business operations in Cuba or Syria.

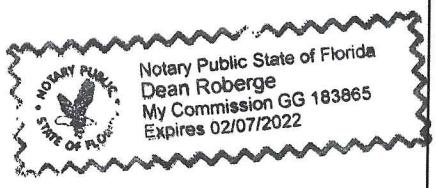
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 6 day of July, 2019.

X Dean Roberge
Notary Public

My commission expires: 02/07/2022

(AFFIX SEAL or STAMP)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sihle Insurance Group, Inc. 1021 Douglas Ave. Altamonte Springs FL 32714	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 407-869-5490 **FAX (A/C, No):** 407-389-3580 **E-MAIL ADDRESS:** Certificates@sihle.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Zenith Insurance Company — 13269
INSURED COMPAIR-01 Competitive Air & Heat LLC 689 S Hedgecock Square Satellite Beach FL 32937	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 742681641 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		Z068863116	1/18/2022	1/18/2023	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Cocoa
Building Division
65 Stone Street
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Company ID Number: 1631942

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

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

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

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

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

a. Scanning and uploading the document, or

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

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

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

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1631942

Approved by:

Employer Competitive Air and Heat	
Name (Please Type or Print) Brian Rodrigues	Title
Signature Electronically Signed	Date 01/21/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

Company ID Number: 1631942

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Competitive Air and Heat
Company Facility Address	689 S Hedgecock Sq Satellite Beach, FL 32937
Company Alternate Address	
County or Parish	BREVARD
Employer Identification Number	200830513
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1631942

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1631942

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Rachel Hydorn
Phone Number	(321) 482 - 0204
Fax Number	
Email Address	admin@competitiveairandheat.com

Name	Brian Rodrigues
Phone Number	(321) 253 - 2532
Fax Number	
Email Address	admin@competitiveairandheat.com

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CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that COMPETITIVE AIR AND HEAT LLC [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 COMPETITIVE AIR AND HEAT LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: BRIAN RODRIGUES

Date: 03/15/2022

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 03/15/2022 (date) by BRIAN RODRIGUES/ OWNER (name of officer or agent, title of officer or agent) of COMPETITIVE AIR AND HEAT LLC (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public

JESSECA COLBY LOVERIDGE

JESSECA COLBY LOVERIDGE
Notary Public - State of Florida
Commission # HH 13533
My Comm. Expires Jun 23, 2024

Name typed, printed or stamped

My Commission Expires: 06/23/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Amy Rossi and Associates Allstate Agency
108 Dylan Loren Circle Ste B
Orlando, FL 32825

CONTACT NAME: Nancy Fernandez
PHONE (A/C, No, Ext): (407) 737-1116 **FAX (A/C, No):** (407) 737-1516
E-MAIL ADDRESS: nfernandez@allstate.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Allstate Property and Casualty	19232
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
COMPETITIVE AIR & HEAT LLC
689 S HEDGECOCK SQ
SATELLITE BEACH FL 32937

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	01 SBMKZ3729	01/16/2022	01/16/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	648954444	03/11/2022	03/11/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

" the certificate holder or The City of Cocoa is included as additional insured"

CERTIFICATE HOLDER
THE CITY OF COCOA
65 STONE STREET
COCOA, FL 32922

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Nancy Fernandez
Licenses Insurance Agent W617982

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STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Competitive Air and Heat, LLC, 689 S. Hedgecock Square, Satellite Beach, FL, (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 Brevard County Purchasing Services, FL, said contract being identified as: HVAC & Ice Machine Services, Contract No. B-2-19-94**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Provide all labor, materials, equipment and supervision for heating, ventilation, air conditioning (HVAC) and ice machine service, see attached (Exhibit A – original contract).

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:

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 Competitive Air & Heat, LLC. The term of said agreement shall be for the period effective date of signature of the City Mayor through 08/14/2022, with the option to be renewed for two (2) additional one (1) year periods, should Brevard County Purchasing Services and Competitive Air and Heat, LLC, renew or extend terms, so shall this agreement automatically renew or extend for like terms.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

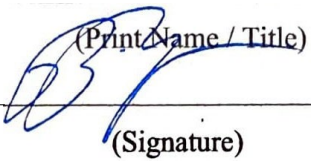
Competitive Air and Heat, LLC
Attn: Brian Rodrigues
689 S. Hedgecock Square
Satellite Beach, FL 32937
Phone: 321-253-2532
Email: brianr@competitiveairandheat.com

Competitive Air and Heat, LLC

Entered this ___ day of _____

BRIAN RODRIGUES/ OWNER

(Print Name / Title)



(Signature)

03/15/2022

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

D 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

Legislation Details (With Text)

File #:	22-173	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	3/24/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	As recommended by the Code Enforcement Board and Staff, approve the current Code Enforcement Lien for the residence located at 506 Abbey Lane, be reduced to $969.77. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Appl.pdf Added documents.pdf Signed Board Orders.pdf Order Imposing.pdf Staff Report for Lien Reduction-506abbey.pdf Cost Affidavit Form -506abbey.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2022
Agenda Date: April 12, 2022
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV, (Police Chief
Requested Action:
As recommended by the Code Enforcement Board and Staff, approve the current Code Enforcement Lien for the residence located at 506 Abbey Lane, be reduced to $969.77.

BACKGROUND:

CASE # 18-196

The Code Enforcement Board held a public hearing on **5/16/2019**, at which time the Board found the owner, **Housing for Homeless INC** in violation of the following:

1. ***Roofs & Drainage, Ch 6 Sec. 6-1003 (g)***
2. ***Maint. of Interior Struct Ch 6 Sec. 6-1004 (a)***
3. ***Insect Screens Ch 6 Sec. 6-1003 (n)***

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore,

consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **7/17/2019** The lien ran at **$25.00** per day from **7/17/2019** until compliance was achieved on **7/11/2019**. Code records show onsite inspections were conducted by Officer Murdick. The case was closed **on 7/20/2020** leaving a fine of $9260.00 The current owner, **Housing for Homeless INC**, is requesting that the lien be reduced to **$600 + City Costs of Service**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, property is a rental/Housing**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **8**
- The length of time the property was in violation **368**
- Property Taxes: **No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **3/16/2022 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$108,080** according the Brevard County Property Appraiser.

Staff submits their cost sheet and the in the total amount of **$969.77**

Staff's recommendation is that the fine/lien be reduced to **$969.77** which is the cost of staff to prosecute this case**.** This reduction based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

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

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on March 17, 2022, recommended that the lien be reduced to $969.77.

RECOMMENDED MOTION:

As recommended by the Code Enforcement Board and Staff, approve the current Code Enforcement Lien for the residence located at 506 Abbey Lane, be reduced to $969.77

Application # CE - 18 - 196

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

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

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

For Office Use Only - Date Received
RECEIVED
JAN 21 2022
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 10 Dec. 2021

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

Company (if applicable): Housing for Homeless, Inc.

Name: Miriam Moore

Mailing Address: 4087 S. US 1 Suite 3

City: Rockledge State: Fl. Zip Code: 32955

Phone #: (321) 639-0166 Ext. 102 Fax #: (321) 639-0989

Mobile #: (321) 503-4024 E-mail: miriam@housingforhomeless.org

3. **Property Owner Information:** ** Check here if same as Applicant →* ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): Housing for Homeless, Inc.

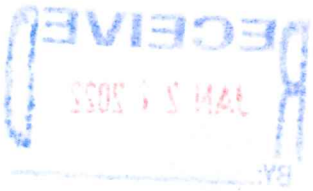
Name: Housing for Homeless, Inc.

Mailing Address: 4087 S. US1 Suite 3

City: Rockledge State: Fl. Zip Code: 32955

Phone #: (321) 639-0166 Fax #: (321) 639-0989

Mobile #: _____ E-mail: _____


RECEIVED
JAN 2 4 2022
BY:

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

Street Address and Location: 506 D Abbey Lane Cocoa, Fl.

Parcel ID:

24-36-32-52-4□□□□.□-

□□□□.□□

Tax Account Number:

2424796

Existing Use(s) on Property: Residential

Proposed Use(s) on Property: Residential

(If residential – (circle one) **owner occupied** or (**rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): Roof damage

Date Fine or Lien Imposed: 16 July per day

Amount of Fine: $25.00

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

Date upon which the subject property was brought into compliance: 26 March 2020 per city

Repairs were actually complete week of Oct. 28, 2019 and waiting on inspection + engineer letter (twice).

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

Code enforcement case number: 18-196

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 104 All work complete by agency

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

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

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one) We cannot locate where we received this and are uncertain as to what it is.

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

The repairs were made on no fewer than three occasions. When it became apparent the roof needed to be replaced, the Agency immediately put out an RFP for the work and began the insurance claim process (June 11, 2019). We signed contract for full roof replacement on Aug. 1, 2019. Roofers did not apply for / city did not date stamp permit until Aug 23, 2019.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
Every attempt was made prior to roof replacement and ceiling was repaired multiple times. Everything occuring after August 1, 2019 was beyond control of the Agency. All actions at that point were from the City and the roofing company.

Amount you are requesting that the lien be reduced to: $1600 plus cost of city services.

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:
24 days passed between the time the fine began accruing and the roofers covered the roof (all four units) with Synthetic Tarpaper. At this point there was no further water leaking, damage or violations directly affecting the resident and there was nothing additional that could be done by the agency. Agency cost (see reverse)

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:
No.

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

   a. ☑ **Notarized application.**

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

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

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

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

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

of roof replacement was $13,835. This is for the roof replacement, only, and does not include the costs incurred by agency for multiple attempts to complete repairs prior to signing contract for full roof replacement, to include two trips from the roofers, and cost of ceiling repairs multiple times by our maintenance technicians, and additional roof patches by our maintenace technicians, and cost of removal of window screens, which were not a compliance issue after March 22, 2019. Housing for Homeless is a 501(c)3 nonprofit organization which provides affordable and subsidized housing to homeless, low-income, and at risk veterans, individuals, and families with children. We are not budgeted to pay fines such as these and every dollar we pay to the city of Cocoa is a dollar less we are able to dedicate to helping citizens who desperately need our services. We understand and support the use of fines as a motivator for code compliance; however, in this particular situation, the decision to begin a full roof replacement was made more than a month before we began accruing fines, after no less than four attempts to correct the issues through other means. The roof had been completely finished and no further work needed by the G+W Roofing Company no later than 28 October, 2019. Five months past that it was the city waiting on some sort of letter from an engineer. HFH had no control over this once the roofing contract was signed.

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

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Miriam D. Moore being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Miriam D. Moore
(APPLICANT SIGNATURE)

Ashley Miller
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Ashley Miller
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 14th day of January, 20 22

Ashley Nicole Miller
Notary Public
State of Florida
Comm# HH163656
Expires 8/10/2025

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. 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.

3. **Preparing for public hearing.** 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 applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board 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.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) ***Application.*** The application shall be executed under oath and sworn to in the presence of a notary public.

(c) ***Reimbursement to city for recording costs at time of application.*** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) ***Processing of application by Code Enforcement Manager or Chief of Police.*** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) ***Code enforcement board hearing.*** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) ***Presentation to city council.*** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) ***Compliance with city council conditions.*** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) ***Effect of denial on application for subsequent lien reduction or forgiveness.*** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Not For Profit Corporation
HOUSING FOR HOMELESS, INC.

Filing Information

Document Number	N34087
FEI/EIN Number	59-2981409
Date Filed	09/06/1989
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	04/14/2015
Event Effective Date	NONE

Principal Address

4087 U S HWY 1 SUITE 3
ROCKLEDGE, FL 32955

Changed: 03/31/2011

Mailing Address

4087 U S HWY 1 SUITE 3
ROCKLEDGE, FL 32955

Changed: 03/31/2011

Registered Agent Name & Address

Lucas, Mara
4087 U.S. HWY 1 SUITE 3
ROCKLEDGE, FL 32955

Name Changed: 02/08/2019

Address Changed: 03/31/2011

Officer/Director Detail

Name & Address

Title VP

VENICE, JOHN

513 SEACREST AVE.
MERRITT ISLAND, FL 32952

Title Director

GARRIGA, ELEANOR
660 PLANTATION ROAD
MERRITT ISLAND, FL 32952

Title Executive Director

Cramp, Rob
4087 U S HWY 1 SUITE 3
ROCKLEDGE, FL 32955

Title President

Overath, Tiffiny
238 Twin Lakes Rd
Melbourne, FL 32901

Title Director

Villarreal, Macey
435 W Merritt Ave
Merritt Island, FL 32953

Title Treasurer

Radloff, Chuck
1217 Three Meadows Drive
Rockledge, FL 32955

Title Secretary

Moore, Miriam
1910 Furman Ct
Cocoa, FL 32922

Title Director

Hoffard, Joya Kaye
115 E Rita Blvd
Melbourne, FL 32951

Title Director

Loufek, Michelle
1280 North Banana River Dr
Merritt Island, FL 32952

Annual Reports

Report Year	Filed Date
2019	02/08/2019
2020	01/13/2020
2021	02/05/2021

Document Images

02/05/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
03/09/2016 -- ANNUAL REPORT	View image in PDF format
04/14/2015 -- Name Change	View image in PDF format
01/16/2015 -- ANNUAL REPORT	View image in PDF format
10/20/2014 -- Reg. Agent Change	View image in PDF format
09/29/2014 -- REINSTATEMENT	View image in PDF format
04/08/2013 -- ANNUAL REPORT	View image in PDF format
04/20/2012 -- ANNUAL REPORT	View image in PDF format
03/31/2011 -- ANNUAL REPORT	View image in PDF format
06/21/2010 -- ANNUAL REPORT	View image in PDF format
06/16/2010 -- ANNUAL REPORT	View image in PDF format
02/18/2009 -- ANNUAL REPORT	View image in PDF format
03/31/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
08/07/2006 -- ANNUAL REPORT	View image in PDF format
04/13/2006 -- ANNUAL REPORT	View image in PDF format
03/28/2005 -- ANNUAL REPORT	View image in PDF format
01/20/2004 -- ANNUAL REPORT	View image in PDF format
01/16/2003 -- ANNUAL REPORT	View image in PDF format
02/11/2002 -- ANNUAL REPORT	View image in PDF format
04/17/2001 -- ANNUAL REPORT	View image in PDF format
04/24/2000 -- ANNUAL REPORT	View image in PDF format
04/20/1999 -- ANNUAL REPORT	View image in PDF format
05/21/1998 -- ANNUAL REPORT	View image in PDF format
01/29/1997 -- ANNUAL REPORT	View image in PDF format
05/17/1996 -- ANNUAL REPORT	View image in PDF format
06/02/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

0000248 08/16/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012709310C-0	10/31/2017	10/31/2022	501(C)(3) ORGANIZATION

This certifies that

HOUSING FOR HOMELESS INC
4087 US HIGHWAY 1 STE 3
ROCKLEDGE FL 32955-5352

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

State of Florida
Department of State

I certify from the records of this office that HOUSING FOR HOMELESS, INC. is a corporation organized under the laws of the State of Florida, filed on September 6, 1989.

The document number of this corporation is N34087.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 5, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of February, 2021



Secretary of State

Tracking Number: 6636167693CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ARTICLES OF INCORPORATION

OF

COALITION FOR THE HUNGRY AND HOMELESS OF BREVARD COUNTY, INC.

FILED
1993 SEP -6 AM 9:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, do hereby associate ourselves together for the purpose of forming a nonprofit corporation under the laws of the State of Florida, in accordance with the provisions of Chapter 617, Florida Statutes, and further adopt the following Articles of Incorporation:

ARTICLE I
Name

The name of this corporation shall be Coalition for the Hungry and Homeless of Brevard County, Inc.

ARTICLE II
Principle Office

The place and the state where the principle office of this corporation is to be located in the Chamber of Commerce Building, 1005 E. Strawbridge Avenue, Melbourne, Florida 32901.

ARTICLE III
Purpose

The purpose of this coalition shall be to work together as a body for the betterment of all persons by providing for and through addressing the needs of the hungry and homeless. The coalition will carry out its work by: serving as a forum for the sharing of information, ideas, and concerns about issues of programs relevant to the hungry and homeless. The coalition shall also promote through research, education, subsistence, and advocacy, programs for the hungry and homeless.

ARTICLE IV
Terms of Existence

This corporation shall commence as of the date of filing hereof and shall have perpetual existence.

ARTICLE V
Membership

The membership of this corporation shall consist of all concerned individuals and organizations who recognize the problems affecting the homeless.

ARTICLE VI
Subscribers

The names and residences of the subscribers to these Articles of Incorporation are as follows:

NAME	ADDRESS
Nolan Head	1616 Croton Road Melbourne, Florida 32935
Glenn Morris	2145 Palm Bay Road Palm Bay, Florida 32905

ARTICLE VII
Board of Directors and Officers

The affairs of this corporation shall be managed by a Board of Directors and the following officers: President, Vice President, Secretary, and Treasurer, and such other officers as may be provided by the Bylaws. The Directors shall be elected at the annual meeting of the membership and the officers shall be elected at the annual meeting of the Board of Directors. The Board of Directors of this corporation shall consist of not less than five (5) members. The number of directors and the terms of directors shall be set forth in the Bylaws and the terms may be staggered, if so provided by the Bylaws.

ARTICLE VIII
Initial Board of Directors

The members of the initial Board of Directors who shall manage the business of this corporation until the first election under this Charter shall be as follows:

NAME	ADDRESS
Nolan Head	1616 Croton Road Melbourne, Florida 32935
Glenn Morris	2145 Palm Bay Road Palm Bay, Florida 32905
Kathy Thurston	507 N. Harbor City Blvd. Melbourne, Florida 32901
Mike Bower	730 E. Strawbridge Avenue Melbourne, Florida 32901
Diane Hayward	412 E. New Haven Avenue Melbourne, Florida 32901
Paul Rosbury	1773 Pinewood Road Melbourne, Florida 32934

ARTICLE IX
Initial Officers

The names of the officers who shall manage the affairs of this corporation until the first election under this Charter shall be as follows:

NAME	OFFICE	ADDRESS
Nolan Head	President	1616 Croton Road Melbourne, Florida 32935
Glenn Morris	Vice President	2145 Palm Bay Road Palm Bay, Florida 32905
Kathy Thurston	Secretary	507 N. Harbor City Blvd. Melbourne, Florida 32901
Mike Bower	Treasurer	730 E. Strawbridge Avenue Melbourne, Florida 32901

ARTICLE X
Registered Agent and Registered Office

The initial registered agent of this corporation shall be Eric Ponce. The street address of the initial registered office of this corporation is 618 Auburn Avenue, Melbourne, Florida 32901.

ARTICLE XI
Indemnification

The corporation shall indemnify any officer or director, or any former officer or director, to the fullest extent permitted by law.

ARTICLE XII
Limitations

This corporation is not authorized to issue capital stock. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law).

ARTICLE XIII
Dissolution

In the event of a dissolution of this corporation, the Board of Directors, shall, after paying, or making provisions for the payment of, of all the liabilities of the corporation, distribute all assets of the corporation exclusively to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding section of any future United States Internal Revenue Law), as the Board of Directors shall determine.

ARTICLE XIV
Bylaws

The power to adopt, alter, amend or repeal Bylaws shall be vested in the Board of Directors of the members of the corporation.

ARTICLE XV
Amendment to Articles of Incorporation

These Articles of Incorporation may be amended at any time by a resolution adopted by a majority vote of the Board of Directors at any annual or special meeting, provided that at least ten (10) days written notice is given to each director of the time and place of the meeting and the purpose thereof. Any amendment to these Articles of Incorporation so made must be approved by a majority vote of the members of the corporation.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporation, have hereunto set our hands and seals this 22 day of AUGUST, 1989, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

Nolan Head
Nolan Head

Glenn Morris
Glenn Morris

STATE OF FLORIDA)
)ss
COUNTY OF BREVARD)

FILED
1989 SEP -5 PM 4:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BEFORE ME, Notary Public, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared NOLAN HEAD, to me known to be the person described in and who executed the foregoing Articles of Incorporation, and he or she acknowledged for me that he or she executed and subscribed to these Articles of Incorporation.

IN WITNESS my hand and official seal in the County and State named above this 22 day of AUGUST 1989.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 7, 1992
Bonded Thru Troy Fain-Insurance Inc.

STATE OF FLORIDA)
)ss
COUNTY OF BREVARD)

BEFORE ME, Notary Public, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GLENN MORRIS, to me known to be the person described in and who executed the foregoing Articles of Incorporation, and he or she acknowledged for me that he or she executed and subscribed to these Articles of Incorporation.

IN WITNESS my hand and official seal in the County and State named above this 22 day of AUGUST 1989.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 7, 1992
Bonded Thru Troy Fain-Insurance Inc.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Chapter 607.034, Florida Statutes, the following is submitted:

That Coalition for the Hungry and Homeless of Brevard County, Inc. designed to organize or qualify under the laws of the State of Florida with its principle place of business at the City of Melbourne, State of Florida has named ERIC Ponce located at 615 AUBURN AVE, City of Melbourne, State of Florida, as its agent to accept service of process within the State of Florida.

The street address of the registered office and the street address of the business of the registered agent are identical.

Nolan Head

Nolan Head

Glenn Morris

Glenn Morris

Incorporators

FILED
1989 SEP -6 AM 9:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Dated: 8/22/89

Having been named to accept service of process for the above stated corporation, at the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with all the provisions of all statutes relative to the proper complete performance of my duties.

Eric Ponce

Eric Ponce
Registered Agent

Dated: 8/22/89

Date	Time	Action by:	Action Taken	Photos
Mar 18, 2019		CE	Date code violation was recorded.	
March 26, 2019 or prior		HfH	Repairs were made in response to notice of code violation	
March 27, 2019		HfH	HfH inspection of unit after repairs were completed. Ms. Burgess was notified at this time she needed to remove boxes and other items from windows where screens had been removed, to ensure a clear pathway out in case of fire.	
April 2, 2019	12:05 pm	HfH	Notified Code Enforcement (CE) repairs had been completed prior week. Roof, ceiling, and screens.	4
April 2, 2019	5:58 pm	CE	Received email stating the case would remain active until all violation had been completed and inspected, with request to notify CE when ready for inspection.	
April 3, 2019	8:16 am	HfH	Sent second email notifying CE repairs were complete and unit was ready for inspection.	
April 8, 2019	3:59 pm	HfH	Asked CE if unit had been inspected yet.	
April 8, 2019	4:49 pm	CE	Informed unit had not yet been inspected, would coordinate with tenant to confirm repairs, and notify us when complete.	
April 8, 2019	4:55 pm	HfH	"Thank you".	
April 11, 2019		HfH	HfH client compliance inspection. Asked Ms. Burgess if she had any more maintenance concerns. Ms. Burgess stared at our property manager for two minutes and did not respond.	
April 12, 2019	1:17 pm	HfH	Let CE know we did another inspection of the unit on April 11.	2
April 15, 2019	7:06 am	CE	Stated CE would contact tenant to re-inspect, soon. Asked if tenant was satisfied.	
April 15, 2019	11:49 am	HfH	Provided confirmation of ongoing compliance. Informed CE of incidents during our property and client compliance inspections on 3/27 and 4/11.	
April 30, 2019	7:50 am	CE	Notified re-inspection complete. Confirmed screens and gutters have been appropriately repaired. Ceiling repairs show signs of staining due to water intrusion. Code Board hearing to be scheduled for May 16, 2019.	
April 30, 2019	10:09 am	HfH	Internal: Forwarded CE email from 7:50 am to Executive Director.	
April 30, 2019	10:48 am	HfH	Informed CE tenant has not notified agency of any water intrusion. Requested photos from the re-inspection.	
May 5, 2019	7:34 am	CE	Photos of damage provided.	3

May 6, 2019	10:00 am	HfH	Acknowledged receipt of photos. Stated G&W Roofing would be going back out, since they made the initial repairs.	
May 6, 2019		HfH	G&W Roofing made repairs to roof, sealing nails and shingles. Ceiling repair.	
May 15, 2019	11.35 am	HfH	Notification sent to CE regarding 5/6 roof and ceiling repairs.	7 and statement from G&W
May 16, 2019		CE/HfH	Code Board hearing. Fines to be imposed in 60 days (7/16) at $25/day if not in compliance on all areas of complaint.	
May 20, 2019		HfH	G&W Roofing made additional repairs made to roof.	
May 30, 2019	2:05 pm	HfH	Informed CE G&W and our maintenance technicians were at the property again May 20 to make additional repairs to the leak. Ceiling was not replaced at this time. We will notify CE when this is complete.	
May 31, 2019	7:17 am	CE	Acknowledged update.	
June 11, 2019		HfH	Identified new leak. Began approval and RFP process for full roof replacement.	
June 18, 2019		HfH	Received proposal from G&W Roofing for $13,835.	
July 10, 2019	11:26 am	HfH	Informed CE of 5/20 and 6/11 events, and that meeting with insurance adjuster is scheduled for this date for full roof replacement. Reiterated ongoing compliance with updating CE on this case.	
July 10, 2019	3:00 pm	HfH	Meeting at residence with insurance adjuster.	
July 11, 2019	7:33 am	CE	Acknowledged update. Requested notification be made when project in complete so re-inspection can be arranged to close case.	
July 11, 2019	10:16 am	HfH	Agreed to notify CE when roofers get permit and project is complete.	
July 16, 2019		CE/HfH	Compliance deadline.	
July 30, 2019	4:09 pm	CE	Request for follow-up on repairs.	
August 1, 2019	11:02 am	HfH	Internal: Expressed need to finalize roof approval to Executive Director. **Note: time was allowed for two additional proposals, which are required by HfH policy (three, minimum). No additional proposals were received.	
August 1, 2019		HfH	Acceptance of Proposal signed with G&W Roofing.	
August 5, 2019	1:35	HfH	Informed CE a Notice of Commencement had been signed with G&W Roofing (see August 1, 2019 entry).	

August 9, 2019		HfH	G&W Roofing applied Synthetic Tarpaper over roof to prevent any additional water damage and ensure no water would enter unit.	
August 9, 2019	3:04 pm	HfH	Informed CE of 8/9 event.	
August 13, 2019	9:02 am	CE	Acknowledged update. Asked if ceiling repairs had been completed since tarpaper was laid or if they will be done after the roof is replaced.	
August 13, 2019	10:28 am	HfH	Responded the repairs had been made multiple times, which is how we identified a new leak. Internal repairs have not been made since the tarpaper had been laid but would be repaired once the roof was complete. Asked to be notified of questions or concerns.	
August 15, 2019		CE	City files Order Imposing Lien	
August 22, 2019	11:03 am	HfH	Notified CE that G&W Roofing is submitting the application for permit on this date.	
August 23, 2019		HfH	Date stamp from city, permit submitted.	
August 23, 2019	7:16 am	CE	Acknowledged update. Requested notification upon completion of all repairs.	
August 23, 2019	10:15 am	HfH	Agreed to notify when repairs are complete and continue to provide updates.	
September 13, 2019		County	Lien recorded in public records	
October 28, 2019		HfH	Roof work complete by G&W Roofing.	
November 1, 2019	3:26 pm	Cocoa	Inspection for roof sheathing disapproved. "commercial roof, cannot accept affidavit and dry in pictures" "told contractor they need to schedule a sheathing, dry in and final inspections"	
November 5, 2019		HfH	Received invoice from G&W Roofing. Invoice amount $13,835.	
November 6, 2019	2:17 pm	Cocoa	Inspection for roof dry-in disapproved. "Cannot accept affidavit and dry in pictures for commercial roof. Contractor told to have an engineer letter stating the roof was installed to the 2017 building code 6th edition, for both sheathing, and dry in which were not inspected."	
December 27, 2019	2:23 pm	Cocoa	Inspection for roof sheathing approved. Engineer letter received.	
December 27, 2019	2:23 pm	Cocoa	Duplicate entry from above: Inspection for roof sheathing approved. Engineer letter received.	
December 27, 2019	2:24 pm	Cocoa	Roof final inspection disapproved. "Need engineer letter that was emailed over in supporting documents to pass final inspection, need 2 copies submitted to city, one received then can pass inspection."	

March 26, 2020	7:57 am	Cocoa	Roof final inspection approval. "Engineer letter received."	
November 24, 2021	3:32 pm	HfH	Executive Director placed inquiry to CE regarding	
November 29, 2021	10:48 am	CE	Provided confirmation of a closed case with an outstanding fixed lien of $9,260.	
November 29, 2021	11:51 am	HfH	Further inquiry stating we addressed the complaint and kept the city updated, as requested, but uncertain as to the motivation of a fine imposed after action was taken to replace the entire roof.	
November 29, 2021	12:18 pm	CE	Explanation of process provided.	
November 29, 2021	3:47 pm	HfH	Internal: Email thread from November 24-29, 2022 forwarded to Director of Operations for further inquiry.	

Ellis, Clerk of Courts, Brevard County

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 18-196
8/15/2019

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Housing For Homeless Inc
Owners of the Property located at
506 Abbey Ln
Cocoa FL 32922

Parcel ID: 24-36-32-52-*-4

Respondent,

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 8/15/2019 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 7/16/2019

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $25.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 15th , day of August, 2019

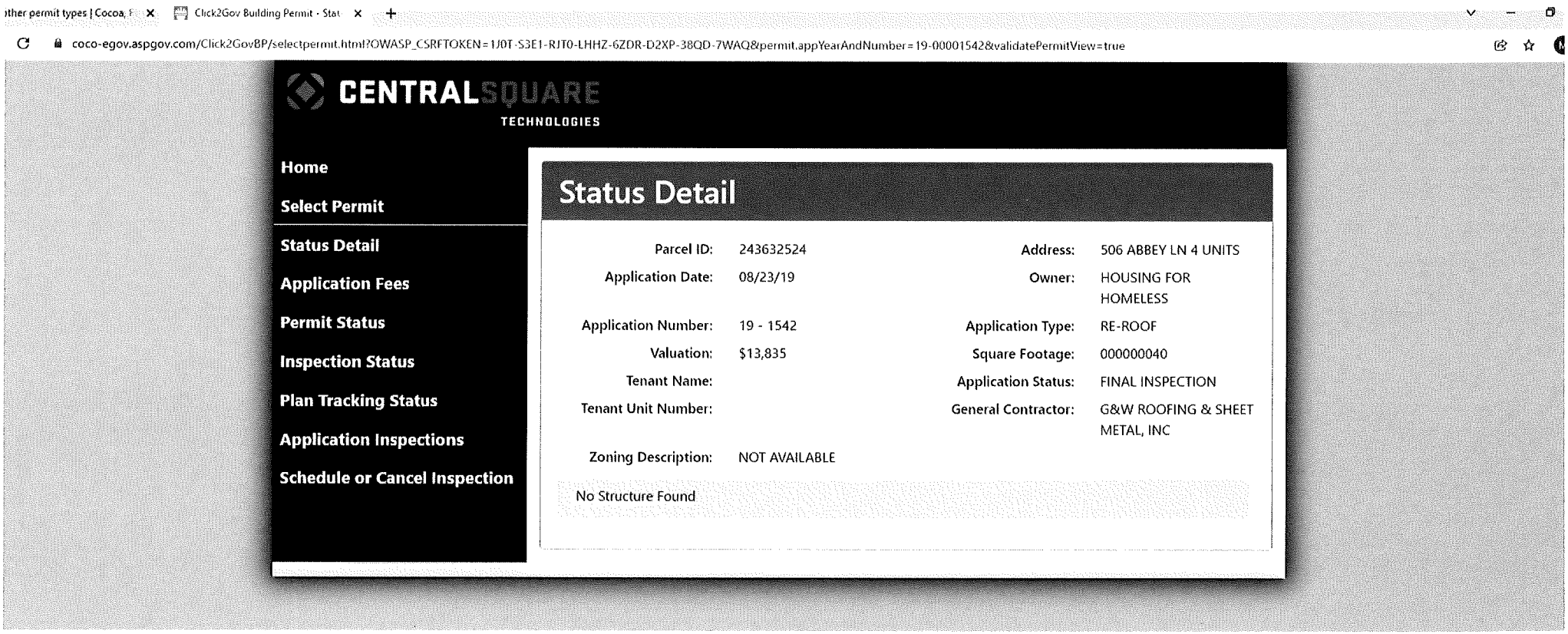
CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 20 day of August, 2019, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

											29 T 24 R 36 SUBID BY		
39		To	HOUSING FOR HOMELESS INC	MCM PARTNERSHIP LTD LLLP	08/14/2017	DEED	OR	7960/2141	2017170506	$10.00	LT 1484 PB 9 PG 37 U 604 CRESTVIEW ACRES 800 NORTH FISKE CONDO APTS ORB 2281/2433 S 29 T 24 R 36 SUBID BY		
40		To	HOUSING FOR HOMELESS INC	MCM PARTNERSHIP LTD LLLP	08/14/2017	DEED	OR	7960/2151	2017170507	$10.00	LT 1492 PB 9 PG 37 U 612 CRESTVIEW ACRES 800 NORTH FISKE CONDO APTS ORB 2281/2433 S 29 T 24 R 36 SUBID BY		
41		From	HOUSING FOR HOMELESS INC	REAL MP CREATIVE REAL ESTATE INVESTORS LLC	08/14/2017	DEED	OR	7960/2161	2017170508	$102,000.00	LT 1432 PB 9 PG 37 U 216 CRESTVIEW ACRES 800 NORTH FISKE CONDO APTS ORB 2281/2433 S 29 T 24 R 36 SUBID BY		
42		From	HOUSING FOR HOMELESS INC	RICKE-VERGARA,LEANN	10/02/2017	DEED	OR	7993/2624	2017202951	$9,000.00	LT 1420 PB 9 PG 37 U 204 CRESTVIEW ACRES 800 NORTH FISKE CONDO APTS ORB 2281/2433 S 29 T 24 R 36 SUBID BY		
43		From	HOUSING FOR HOMELESS INC	BROOKS,NIKOLAS	04/26/2019	JUDGMENT	OR	8423/2741	2019087929	$0.00			05-2019-CC-021931-XXXX-XX
44		To	HOUSING FOR HOMELESS INC	FLORIDA HOUSING FINANCE CORP	05/16/2019	SATISFACTION	OR	8440/1253	2019105150	$0.00	BLK 16 BEGIN @ NW CNR OF DULANEYS PROPERTY AT CNR OF TROPIC ST & ROCK PIT RD S 04 T 22 R 35 SUBID 00		
45		From	HOUSING FOR HOMELESS INC	WILLIAMSON,STEVEN	07/29/2019	JUDGMENT	OR	8498/2235	2019163576	$0.00			05-2019-CC-026475-XXXX-XX
46		To	HOUSING FOR HOMELESS INC	COCOA CITY	09/13/2019	LIEN	OR	8536/2568	2019199964	$0.00	LT 4 PB 18 PG 19 COCOA VILLAGE SUBD S 32 T 24 R 36 SUBID 52		
47		From	HOUSING FOR HOMELESS INC	MENDENHALL,TASHUN	10/21/2019	JUDGMENT	OR	8567/2322	2019229297	$0.00			05-2019-CC-047098-XXXX-XX


ther permit types | Cocoa, F
Click2Gov Building Permit - Stat
coco-egov.aspgov.com/Click2GovBP/selectpermit.html?OWASP_CSRFTOKEN=1J0T-S3E1-RJT0-LHHZ-6ZDR-D2XP-38QD-7WAQ&permit.appYearAndNumber=19-00001542&validatePermitView=true
CENTRALSQUARE
TECHNOLOGIES
Home
Select Permit
Status Detail
Application Fees
Permit Status
Inspection Status
Plan Tracking Status
Application Inspections
Schedule or Cancel Inspection
Status Detail
Parcel ID: 243632524
Application Date: 08/23/19
Application Number: 19 - 1542
Valuation: $13,835
Tenant Name:
Tenant Unit Number:
Zoning Description: NOT AVAILABLE
Address: 506 ABBEY LN 4 UNITS
Owner: HOUSING FOR HOMELESS
Application Type: RE-ROOF
Square Footage: 000000040
Application Status: FINAL INSPECTION
General Contractor: G&W ROOFING & SHEET METAL, INC
No Structure Found

Inspection Status Detail

Use Back button to select another inspection or select Options Menu to choose another building permits option.

Parcel ID:	243632524
Address:	506 ABBEY LN 4 UNITS
Application Date:	08/23/19
Owner:	HOUSING FOR HOMELESS
Application Number:	19 - 1542
Application Type:	RE-ROOF

Inspections for Permit Number: 000 000 1A4D 00 - RE-ROOF (CML)

Inspection Type/Sequence:	ROOF SHEATHING/0001
Inspector Assigned:	BUILDING INSPECTOR
Schedule Date:	11/01/19
Results Date:	11/01/19
Results Status:	DISAPPROVED

Request Comments:

11 / 1 / 2019 3 : 24 : 02 PM COCOMDD

Result Comments:

11 / 1 / 2019 3 : 26 : 19 PM COCOMDD
dis approved, commercial roof, cannot accept affidavit and dry in pictures

told contractor they need to schedule a sheathing, dry in and final inspections

Inspection Status List

Inspection Status Detail

Use Back button to select another inspection or select Options Menu to choose another building permits option.

Parcel ID:	243632524
Address:	506 ABBEY LN 4 UNITS
Application Date:	08/23/19
Owner:	HOUSING FOR HOMELESS
Application Number:	19 - 1542
Application Type:	RE-ROOF

Inspections for Permit Number: 000 000 1A4D 00 - RE-ROOF (CML)

Inspection Type/Sequence:	ROOF DRY-IN/0001
Inspector Assigned:	BUILDING INSPECTOR
Schedule Date:	11/06/19
Results Date:	11/06/19
Results Status:	DISAPPROVED

Request Comments:

11 / 6 / 2019 2 : 13 : 50 PM COCOMDD

Result Comments:

11 / 6 / 2019 2 : 17 : 57 PM COCOMDD
cannot accept affidavit and dry in pictures for commercial roof

Contractor told to have an engineer letter stating the roof was installed to the 2017 building code 6th edition, for both sheathing, and dry in which were not inspected

Inspection Status List

Inspection Status Detail

Use Back button to select another inspection or select Options Menu to choose another building permits option.

Parcel ID:	243632524
Address:	506 ABBEY LN 4 UNITS
Application Date:	08/23/19
Owner:	HOUSING FOR HOMELESS
Application Number:	19 - 1542
Application Type:	RE-ROOF

Inspections for Permit Number: 000 000 1A4D 00 - RE-ROOF (CML)

Inspection Type/Sequence:	ROOF SHEATHING/0002
Inspector Assigned:	BUILDING INSPECTOR
Schedule Date:	12/27/19
Results Date:	12/27/19
Results Status:	APPROVED WITH COMMENTS

Request Comments:

12/27/2019, 1:56:38 PM COCOMDD

Result Comments:

12/27/2019, 2:23:28 PM COCOMDD
engineer letter received

Inspection Status List

Inspection Status Detail

Use Back button to select another inspection or select Options Menu to choose another building permits option.

Parcel ID:	243632524
Address:	506 ABBEY LN 4 UNITS
Application Date:	08/23/19
Owner:	HOUSING FOR HOMELESS
Application Number:	19 - 1542
Application Type:	RE-ROOF

Inspections for Permit Number: 000 000 1A4D 00 - RE-ROOF (CML)

Inspection Type/Sequence:	ROOF DRY-IN/0002
Inspector Assigned:	BUILDING INSPECTOR
Schedule Date:	12/27/19
Results Date:	12/27/19
Results Status:	APPROVED WITH COMMENTS

Request Comments:

12/27/2019, 1:56:43 PM COCOMDD

Result Comments:

12/27/2019, 2:23:00 PM COCOMDD
engineer letter received

Inspection Status List

Inspection Status Detail

Use Back button to select another inspection or select Options Menu to choose another building permits option.

Parcel ID:	243632524
Address:	506 ABBEY LN 4 UNITS
Application Date:	08/23/19
Owner:	HOUSING FOR HOMELESS
Application Number:	19 - 1542
Application Type:	RE-ROOF

Inspections for Permit Number: 000 000 1A4D 00 - RE-ROOF (CML)

Inspection Type/Sequence:	ROOF FINAL/0001
Inspector Assigned:	BUILDING INSPECTOR
Schedule Date:	12/27/19
Results Date:	12/27/19
Results Status:	DISAPPROVED

Request Comments:

12/27/2019, 1:56:46 PM COCOMDD

Result Comments:

12/27/2019, 2:24:47 PM COCOMDD
Need engineer letter that was emailed over for supporting documents to pass final inspection, need 2 copies submitted to city, once received then can pass final inspection

Inspection Status List

Inspection Status Detail

Use Back button to select another inspection or select Options Menu to choose another building permits option.

Parcel ID:	243632524
Address:	506 ABBEY LN 4 UNITS
Application Date:	08/23/19
Owner:	HOUSING FOR HOMELESS
Application Number:	19 - 1542
Application Type:	RE-ROOF

Inspections for Permit Number: 000 000 1A4D 00 - RE-ROOF (CML)

Inspection Type/Sequence:	ROOF FINAL/0002
Inspector Assigned:	BUILDING INSPECTOR
Schedule Date:	03/26/20
Results Date:	03/26/20
Results Status:	APPROVED WITH COMMENTS

Request Comments:

3/26/2020, 7:57:06 AM COCOMDD

Result Comments:

3/26/2020, 7:57:35 AM COCOMDD
engineer letter received

Inspection Status List

Application Inspections for 19 - 1542

Inspection Type	Scheduled Date	Status	Result Date	Permit Description	Minimum
ROOF SHEATHING	12/27/2019	APPROVED WITH COMMENTS	12/27/2019	RE-ROOF (CML)	10
Maximum 0					
ROOF DRY-IN	12/27/2019	APPROVED WITH COMMENTS	12/27/2019	RE-ROOF (CML)	10
Maximum 0					
ROOF FINAL	03/26/2020	APPROVED WITH COMMENTS	03/26/2020	RE-ROOF (CML)	10
Maximum 0					

Showing 1 to 3 of 3 entries

Proposal

G & W ROOFING
1024 GARDEN STREET • TITUSVILLE, FLORIDA 32796
BREVARD: (321) 264-2227 • FAX: (386) 423-3030
www.gwroofing.com

STATE LIC. #CCC-057555

PROPOSAL SUBMITTED TO	PHONE	DATE
Housing for Homeless - Shirea	321-537-1992	6/16/19
STREET 506 Abbey Lane	**JOB NAME**	
CITY, STATE AND ZIP CODE Cocoa FL	**JOB LOCATION**	
ARCHITECT Desert Top	**DATE OF PLANS**	Gerald Young — **JOB PHONE** 386-410-0027

We hereby submit specifications and estimates for:

Tear off existing roof down to a smooth surface free of all nails, debris, dust and sharp protrusions. Replace all rotted wood (i.e. fascia board, rafter tails and decking). Nail deck to trussses @ 6" on center with 8 D ring shank nails. Install _____ ply(s) of synthetic roofing underlayment or 1 layer(s) of self adhered Owens Corning Weatherlock G ice & water shield underlayment. Install new baked finish aluminum eave flashing on perimeter of roof, nailed 3" on center and sealed with a continuous 6" wide strip of roofing cement. Install Owens Corning Weatherlock G self-adhering ice & water shield in all valleys and around all penetrations, chimney flashings and wall flashings. Install new aluminum kitchen and bathroom vents. Install new lead flashings on all plumbing stacks. Install one of the following Owens Corning algae resistant fiberglass shingle products (color to be selected by the home owner).

( ) **Supreme** - 3 tab - 25 year limited product warranty/60 MPH wind resistance warranty.
(X) **Duration TruDefinition** - Limited product warranty/130 MPH wind resistance warranty.
( ) 2 Retro boots over electrical pipes

Install rigid roll ventilation strip on all available peaks and cover with Owens Corning Hip & Ridge shingles.

Then clean up and haul away all debris. **Complete labor and materials $** 13835.00.
— This Price Also Includes City Permit —

15 YEARS OF WORKMANSHIP GUARANTEE AGAINST LEAKS

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: thirteen thousand eight hundred thirty five dollars ($ 13835.00).

Payment to be made as follows: On Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This warranty is limited to the original owner (homeowner/consumer) and cannot be assigned or transfered under any condition.

Florida Law contains important requirements you must follow before you may file a lawsuit for defective construction against a contractor, subcontractor, supplier, or design professional for an alleged construction defect in your home. Sixty days before you file you must deliver to the contractor, subcontractor, supplier or design professional a written notice of any construction conditions you allege are defective and provide your contractor or any subcontractors, suppliers or design professionals the opportunity to inspect the alleged construction defects and make an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer made by the contractor, subcontractor, supplier or design professional. There are strict deadlines and procedures under Florida Law.

Authorized Signature _____

G & W Roofing has the right to cancel this contract for any reason, at any time, even after contract is signed by the purchaser, prior to the starting of any job. We are not responsible for cracked driveways. Should it become necessary for purposes of enforcing this contract, for contractor to incur any expenses, and become obligated to pay any attorney's fees and court costs, purchaser agrees to reimburse contractor for such expenses, attorney's fees and court costs.

FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND:
Payment may be available from the Florida Homeowners' Construction Recovery Fund if you lost money on a project performed under contract where the loss results from specified violations of Florida Law by a licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address:
DBPR Customer Contact Center, 1940 N. Monroe St., Tallahassee, FL 32399-0786
850-487-1395

Acceptance of Proposal— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 8/1/19

Signature Sherie Williams (Property manager)
I, the purchaser, agree to all terms of this contract.

G&W ROOFING

129 W. MARION AVE
EDGEWATER, FLORIDA 32132

DAYTONA BEACH 386-[illegible]
NEW SMYRNA BEACH 386-[illegible]
BREVARD 321-[illegible]
FAX 386-428-0100
www.gwroofing.com

November 5, 2019

Housing for Homeless
506 Abby Lane
Cocoa, FL 32922

NOV 0 5 2019

INVOICE

Please remit payment to G&W Roofing & Sheet Metal, Inc. for work completed at the above address, per contract dated August 1, 2019, as follows:

Tore off existing roof down to a smooth surface free of all nails, debris, dust and sharp protrusions. Replaced all rotten wood (i.e. fascia board, rafter tails and decking). Nailed deck to trusses @ 6" on center with 8 D ring shank nails. Installed 1 layer of self-adhered Owens Corning Weatherlock G ice & water shield underlayment. Installed new baked finish aluminum eave flashing on perimeter of roof, nailed 3" on center and sealed with a continuous 6" wide strip of roofing cement. Installed Owens Corning Weatherlock G self-adhering ice & water shield in all valleys around all penetrations, chimney flashings and wall flashings. Installed new aluminum kitchen and bathroom vents. Installed new lead flashings on all plumbing stacks. Installed Owens Corning Duration (Lifetime product warranty/ 130 MPH wind resistance warranty) algae resistant fiberglass shingles in the color Desert Tan. Installed rigid roll ventilation strip on all available peaks and covered with Owens Corning Hip & Ridge shingles. Cleaned up and hauled away all job-related debris.

*Two retro boots over electrical pipes.

Labor and materials **$13,835.00**

Balance on contract **$13,835.00**

Thank you,

Paul Weiss,
President
G&W Roofing & Sheet Metal, Inc.
129 W. Marion Ave.
Edgewater, FL 32132
386-427-2798

NOTICE OF COMMENCEMENT

STATE OF FLORIDA
COUNTY OF BREVARD

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of property: (legal description of property, and street address if available)
   506 Abbey Ln Cocoa FL 32922
2. General description of improvement: Roof Installation see quote
3. Owner information:
   a. Name and address: Housing For Homeless 4087 US Hwy 1 Ste 3 Rockledge FL 32955
   b. Phone number: 321-639-0166 ext 105
   c. Name and address of fee simple titleholder (if other than owner): _____
4. Contractor:
   a. Name and address: G&W ROOFING & SHEET METAL, INC 1024 GARDEN ST. TITUSVILLE, FL 32796
   b. Phone number: 321-264-2227
5. Surety:
   a. Name and address: N/A
   b. Amount of bond $_____ c. Phone number: _____
6. Lender:
   a. Name and address: N/A
   b. Phone number: _____
7. Persons with the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes:
   a. Name and address: N/A
   b. Phone number: _____
8. In addition to himself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:
   a. Name and address: N/A
   b. Phone number: _____
9. Expiration date of notice of commencement (the expiration date is one (1) year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature of Owner or Owner's Authorized Officer/Director/Partner/Manager

Signatory's Title/Office Executive Director

The foregoing instrument was acknowledged before me this 1 day of August, 2019 by Robin Cramp (name of person) as Executive Director (type of authority, ...e.g. officer, trustee, attorney in fact) for Housing for Homeless (name of party on behalf of whom instrument was executed).

Signature of Notary Public – State of Florida
Print, type, or stamp commissioned name of Notary Public

Mara L. Lucas
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG154689
Expires 1/8/2022

Personally Known X OR Produced Identification _____
Type of identification produced _____

Verification pursuant to Section 92.525, Florida Statutes

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Signature of natural person signing above

Property Information

Address: 506 ABBEY LN 4 UNITS
COCOA, FL 32922
Location ID: 5280
PARCEL NUMBER: 24 363252 4
Alternate ID #: 2424795
Zoning: NA NOT AVAILABLE
Subdivision:

Property Address Map
506 ABBEY LN 4 UNITS COCOA,FL 32922 .00 .00 X 243632524 5280 2424795

Case General Information

Case status: FL Fixed Lien
Status date: 2/19/2021
Case type: INST Interior Structure
Reported date: 4/25/2018
Origination: CP Citizen Complaint
Default inspector: SJM Steven Murdick
Credit balance: .00
Disposition: Public
Pin number: 255424

Owner Information

Owner name: * NONE *
Address:
City:
Phone: 0
Notice:
Flip:

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
No violations exist					

Case Data

Description	Data
Extension Time	
Commercial Y/N	
Owner Occupied Y/N	
Residential Y/N	
Vacant Y/N	
Rental Y/N	
Right-of-Way	
Zoning Code	NOT AVAILABLE

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
	(Continued)								
AM	Administration Fee	10.00	10.00	.00	8/21/2019		.00	.00	.00
LF	Code Board Fine to Lien	9250.00	9250.00	.00	7/16/2019	7/20/2020	25.00	.00	.00
		9260.00	9260.00	.00				.00	.00

Cherie Williams

From: Cherie Williams
Sent: Tuesday, April 2, 2019 12:05 PM
To: smurdick@cocoafl.org
Cc: Cherie Williams; Rob Cramp (rob@housingforhomeless.org)
Subject: 506 D Abbey Lane Cocoa Case 18-196
Attachments: Notice of Violation Case#18-196.pdf; 506 D Abbey ceiling 3-29-19.JPG; 506 D Abbey roof 3-29-19.JPG; 506 D Abbey Lane Bathroom Screen 4-1-19.JPG; 506 D Abbey Bedroom Screen Bedroom 4-1-19.JPG

Mr. Murdick,

Per our conversation last week attached are the photos of the repairs which were taken care of last week. If you should have any questions or concerns please feel free to contact me at the number listed below.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Cell (321)537-1992
Fax (321)639-0989









Cherie Williams

From: Cherie Williams
Sent: Wednesday, April 3, 2019 8:16 AM
To: Steven Murdick
Cc: sandi3000@hotmail.com; Dennis Bunt; Rob Cramp; Cherie Williams
Subject: Re: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdock

All violations have been corrected/repaired that you referenced. The apartment is ready for re-inspection.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
321-639-0166 ext. 105
fax 321 639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, April 2, 2019 5:58:15 PM
To: Cherie Williams
Cc: sandi3000@hotmail.com; Dennis Bunt
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good afternoon Ms. Williams,

Thank you for contacting me related to code enforcement case#18-196. The case will remain active until all violations are completed and inspected. Please notify me when you are ready for re-inspection for compliance.

Sincerely,

COCOA FLORIDA
Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
Stay Connected: www.cocoafl.org

From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Tuesday, April 02, 2019 12:05 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Cherie Williams <cherie@housingforhomeless.org>; Rob Cramp <rob@housingforhomeless.org>
Subject: 506 D Abbey Lane Cocoa Case 18-196

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4087 US Hwy 1 Ste 3

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Telephone (321)639-0166 ext.105
Cell (321)537-1992
Fax (321)639-0989

Total Control Panel

Login

To: cherie@housingforhomeless.org
From: smurdick@cocoafl.org

Message Score: 50
My Spam Blocking Level: Medium

Block this sender
Block cocoafl.org

High (60): Pass
Medium (75): Pass
Low (90): Pass

This message was delivered because the content filter score did not exceed your filter level.

Cherie Williams

From: Cherie Williams
Sent: Monday, April 8, 2019 4:55 PM
To: Steven Murdick
Cc: Dennis Bunt
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Thank you!

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Monday, April 8, 2019 4:49 PM
To: Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good afternoon Ms. Williams,

I have not visited the property for re-inspection yet. I will try to coordinate with the tenant soon to confirm the repairs. I will let you know my finds when the inspection is complete.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357

Serving our Community with PRIDE!

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From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Monday, April 08, 2019 3:59 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Good Afternoon Mr. Murdock

Have you had a chance to go back out to re-inspect?

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105

Fax (321)639-0989

From: Cherie Williams <cherie@housingforhomeless.org>
Sent: Wednesday, April 3, 2019 8:16 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: sandi3000@hotmail.com; Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: Re: 506 D Abbey Lane Cocoa Case 18-196

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4087 US Hwy 1 Ste 3
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fax 321 639-0989

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Cc: sandi3000@hotmail.com; Dennis Bunt
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[mailto:cherie@housingforhomeless.org]
Sent: Tuesday, April 02, 2019 12:05 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Cherie Williams <cherie@housingforhomeless.org>; Rob Cramp <rob@housingforhomeless.org>
Subject: 506 D Abbey Lane Cocoa Case 18-196

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Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3

Cherie Williams

From: Cherie Williams
Sent: Friday, April 12, 2019 1:17 PM
To: Steven Murdick; Cherie Williams
Cc: Dennis Bunt
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196
Attachments: 506 D Abbey Ln Ceiling Repaired.JPG; 506 D Abbey Ln Ceiling Repaired 1.JPG

Good Afternoon Mr. Murdick

Attached are pictures of the ceiling, I inspected yesterday.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams
Sent: Monday, April 8, 2019 4:55 PM
To: 'Steven Murdick' <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Thank you!

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Property Manager
4087 US Hwy 1 Ste 3
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To: Cherie Williams <cherie@housingforhomeless.org>
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Respectfully,

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From: Cherie Williams [mailto:cherie@housingforhomeless.org]
Sent: Monday, April 08, 2019 3:59 PM
To: Steven Murdick <smurdick@cocoafl.org>
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To: Steven Murdick <smurdick@cocoafl.org>
Cc: sandi3000@hotmail.com; Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
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Fax: (321) 637-6357

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Sent: Friday, April 12, 2019 1:17 PM
To: Steven Murdick <smurdick@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>

Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

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Rockledge, FL 32955
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Fax (321)639-0989

From: Cherie Williams
Sent: Monday, April 8, 2019 4:55 PM
To: 'Steven Murdick' <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Thank you!

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4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Monday, April 8, 2019 4:49 PM
To: Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good afternoon Ms. Williams,

I have not visited the property for re-inspection yet. I will try to coordinate with the tenant soon to confirm the repairs. I will let you know my finds when the inspection is complete.

Cherie Williams

From: Cherie Williams
Sent: Monday, April 15, 2019 11:49 AM
To: Steven Murdick
Cc: Dennis Bunt; Rob Cramp (rob@housingforhomeless.org); Cherie Williams
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

We strive to be in compliance with all local/state and Federal authorities. Your notice of violation dated 3/18/2019 states, "If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection." I have kept you informed as it relates to maintenance repairs throughout the process (see below). What I am concerned about is the boxes in her bedroom windows that are blocking both windows, if there is a fire, Ms. Burgess would not be able to get out of those windows and the Fire Department would not be able to get her out of those windows. Ms. Burgess was informed of this on 3/27/2019 during her inspection that the boxes had to be removed from the windows.

Mr. Murdick we provide safe affordable housing for all our clients, if there is a maintenance issue we repair it immediately. We have policies and procedures that we follow. As to your question, **"Was she satisfied when you spoke with her?"** On 4/11/19 during a compliance inspection, I asked Ms. Burgess if she had anymore maintenance concerns?" Ms. Burgess, stared at me for 2 minutes and **did not respond**.

If you should have any questions or concerns please feel free to contact me at the telephone number listed below.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Monday, April 15, 2019 7:06 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for your attention on this matter. I will reach out to the tenant for re-inspect soon. Was she satisfied when you spoke with her?

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922

Cherie Williams

From: Cherie Williams
Sent: Tuesday, April 30, 2019 10:48 AM
To: Steven Murdick; Rob Cramp (rob@housingforhomeless.org); Mara Traum (mara@housingforhomeless.org)
Cc: Dennis Bunt
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

Thank you, as you stated, "The tenant states that water is still entering the home during rain storms", the client has not reported this new water intrusion to this office. If you have any photos please send them.

Respectfully,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, April 30, 2019 7:50 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

I completed a re-inspection of 506 Abbey Lane to confirm the repairs to the property. The screens and gutters have been appropriately repaired, however, the new repairs to the ceiling are again showing signs of staining due to what appears to be water intrusion. The tenant states that water is still entering the home during rain storms. I am sending a notice of hearing to your office for the May 16th, 2019 Code Enforcement Board hearing. At this hearing you can explain your case and request more time if necessary. Thank you for your cooperation.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
Stay Connected: www.cocoafl.org

From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Monday, April 15, 2019 11:49 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

We strive to be in compliance with all local/state and Federal authorities. Your notice of violation dated 3/18/2019 states, "If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection." I have kept you informed as it relates to maintenance repairs throughout the process (see below). What I am concerned about is the boxes in her bedroom windows that are blocking both windows, if there is a fire, Ms. Burgess would not be able to get out of those windows and the Fire Department would not be able to get her out of those windows. Ms. Burgess was informed of this on 3/27/2019 during her inspection that the boxes had to be removed from the windows.

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Fax: (321) 637-6357
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From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Friday, April 12, 2019 1:17 PM
To: Steven Murdick <smurdick@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Good Afternoon Mr. Murdick

Attached are pictures of the ceiling, I inspected yesterday.

Cherie Williams

From: Cherie Williams
Sent: Tuesday, April 30, 2019 10:09 AM
To: Rob Cramp (rob@housingforhomeless.org)
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, April 30, 2019 7:50 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
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Sent: Monday, April 15, 2019 11:49 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
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From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Friday, April 12, 2019 1:17 PM
To: Steven Murdick <smurdick@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Good Afternoon Mr. Murdick

Attached are pictures of the ceiling, I inspected yesterday.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3

Cherie Williams

From: Cherie Williams
Sent: Monday, May 6, 2019 10:00 AM
To: Steven Murdick
Cc: Rob Cramp (rob@housingforhomeless.org); Dennis Bunt
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

Thank you for reporting this to me, I will contact G&W Roofing who originally did the repair on the roof to go back out.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Sunday, May 5, 2019 7:34 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Please find attached the photos you requested of the new water damage. This was at the area of repair near the front door.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
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From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Tuesday, April 30, 2019 10:48 AM
To: Steven Murdick <smurdick@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Mara Lucas <mara@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

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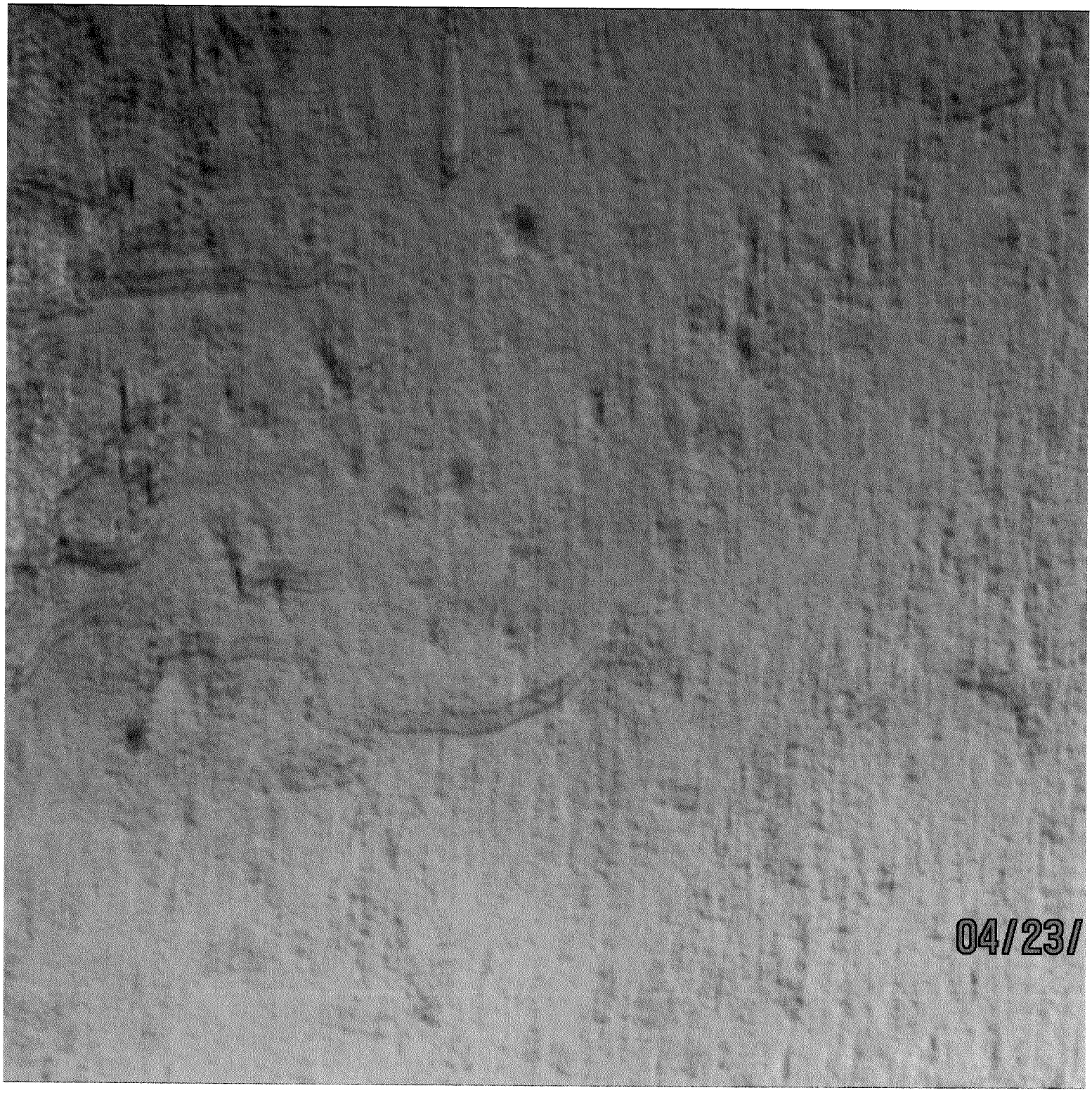
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[mailto:cherie@housingforhomeless.org]
Sent: Monday, April 15, 2019 11:49 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

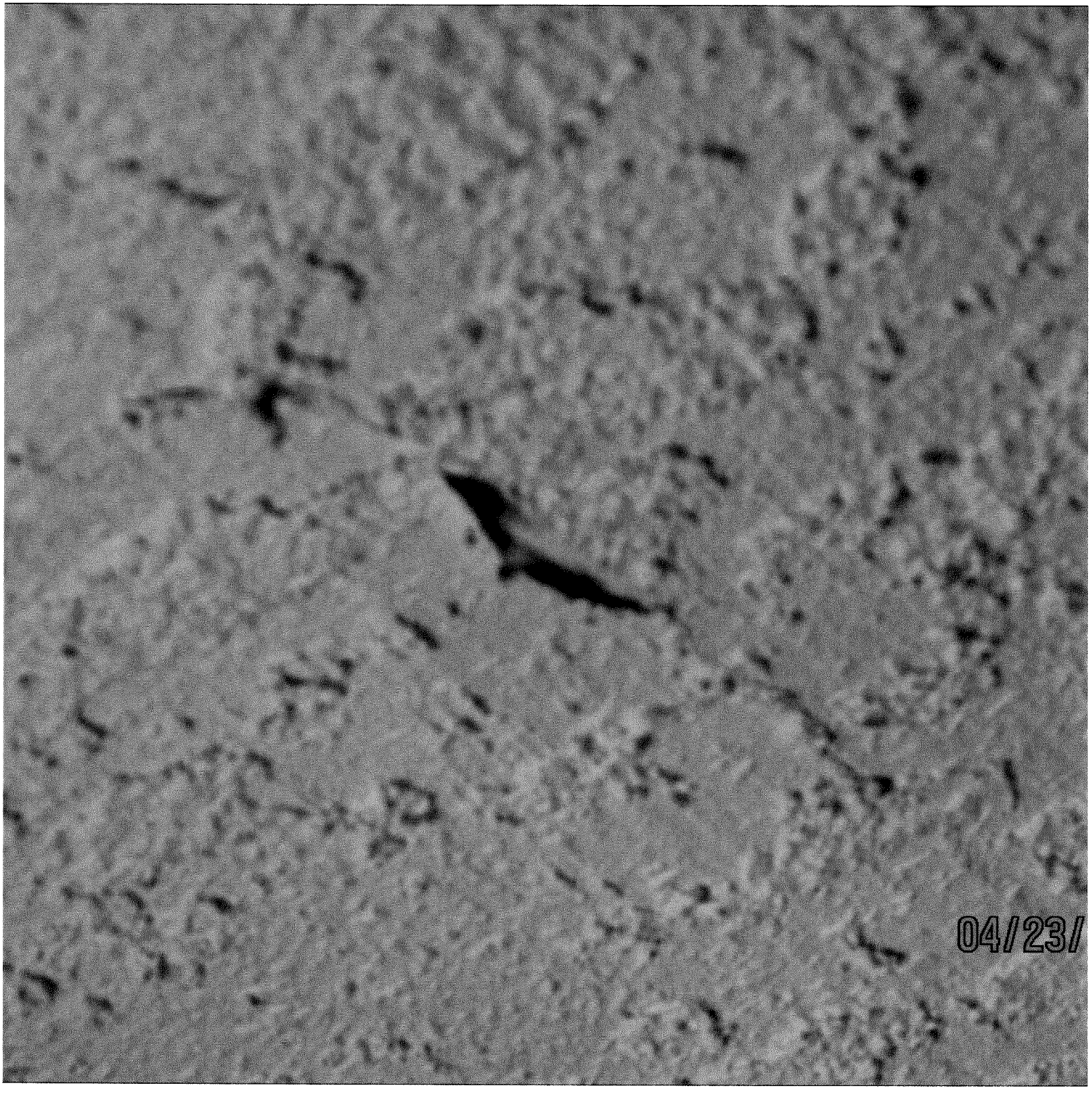
Good morning Mr. Murdick,

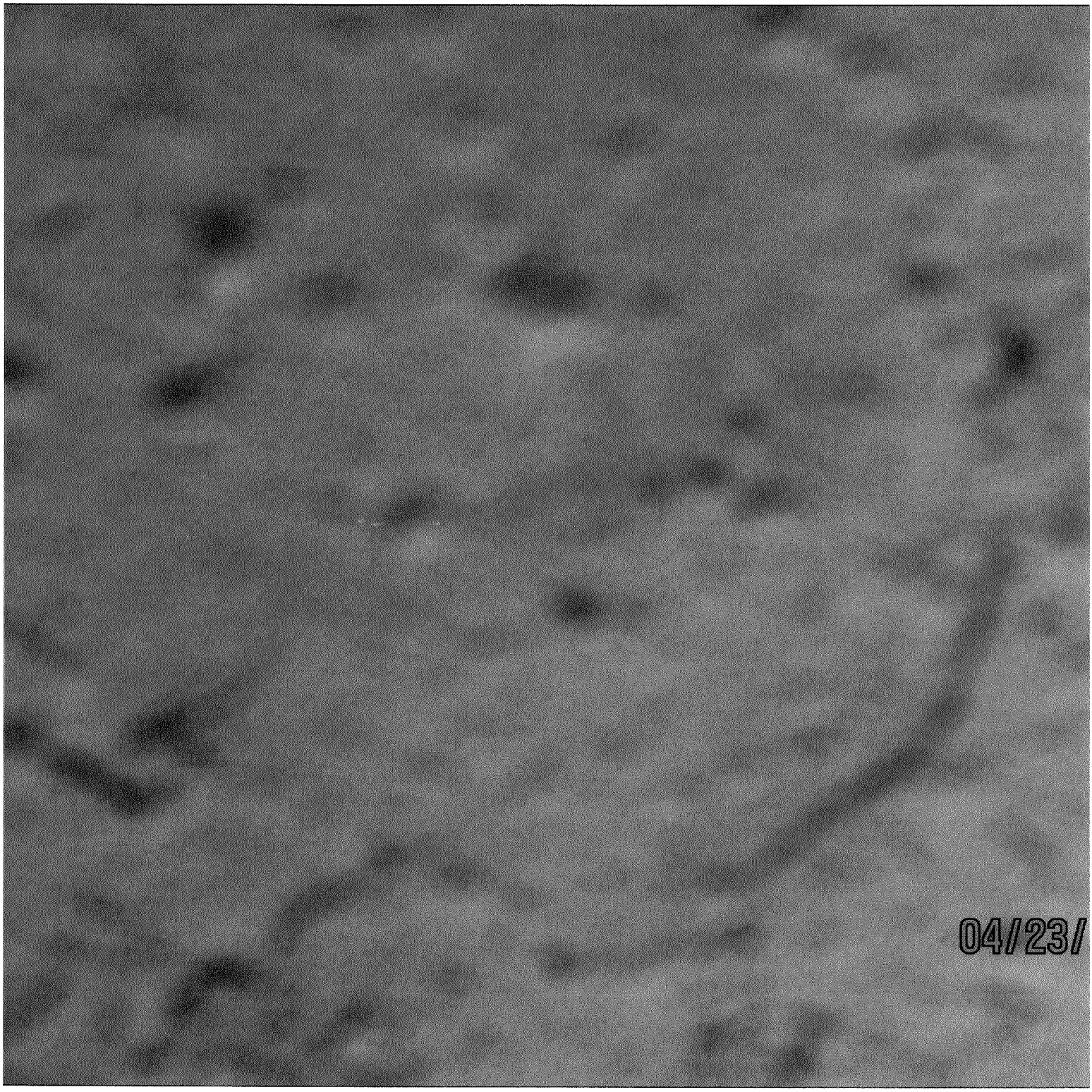
We strive to be in compliance with all local/state and Federal authorities. Your notice of violation dated 3/18/2019 states, "If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection." I have kept you informed as it relates to maintenance repairs throughout the process (see below). What I am concerned about is the boxes in her bedroom windows that are blocking both windows, if there is a fire, Ms. Burgess would not be able to get out of those windows and the Fire Department would not be able to get her out of those windows. Ms. Burgess was informed of this on 3/27/2019 during her inspection that the boxes had to be removed from the windows.

Mr. Murdick we provide safe affordable housing for all our clients, if there is a maintenance issue we repair it immediately. We have policies and procedures that we follow. As to your question, **"Was she satisfied when you spoke with her?"** On 4/11/19 during a compliance inspection, I asked Ms. Burgess if she had anymore maintenance concerns?" Ms. Burgess, stared at me for 2 minutes and **did not respond**.

If you should have any questions or concerns please feel free to contact me at the telephone number listed below.


04/23/


04/23/


04/23/

Cherie Williams

From: Cherie Williams
Sent: Wednesday, May 15, 2019 11:35 AM
To: Steven Murdick; Dennis Bunt
Cc: Mara Traum (mara@housingforhomeless.org); Rob Cramp (rob@housingforhomeless.org); Cherie Williams
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196
Attachments: 20190515110540.pdf; 506 D Abbey (2).JPG; 506 D Abbey (1).JPG; IMG_3798.JPG; IMG_3795.JPG; IMG_3784.JPG; 506 Abbey Ln D.JPG

Good morning Mr. Murdick,

On May 6th I met with G&W Roofing along with my maintenance personnel at 506 D Abbey Lane Cocoa, so that they could to take care of the roof and the leak to the ceiling. Attached you will find the photos and a statement from G&W Roofing. If you should have any questions or concerns please do not hesitate to contact me at the number listed below.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams
Sent: Monday, May 6, 2019 10:00 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp (rob@housingforhomeless.org) <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

Thank you for reporting this to me, I will contact G&W Roofing who originally did the repair on the roof to go back out.

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Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Sunday, May 5, 2019 7:34 AM

To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Please find attached the photos you requested of the new water damage. This was at the area of repair near the front door.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
Stay Connected: www.cocoafl.org

From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Tuesday, April 30, 2019 10:48 AM
To: Steven Murdick <smurdick@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Mara Lucas <mara@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

Thank you, as you stated, "The tenant states that water is still entering the home during rain storms", the client has not reported this new water intrusion to this office. If you have any photos please send them.

Respectfully,

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Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
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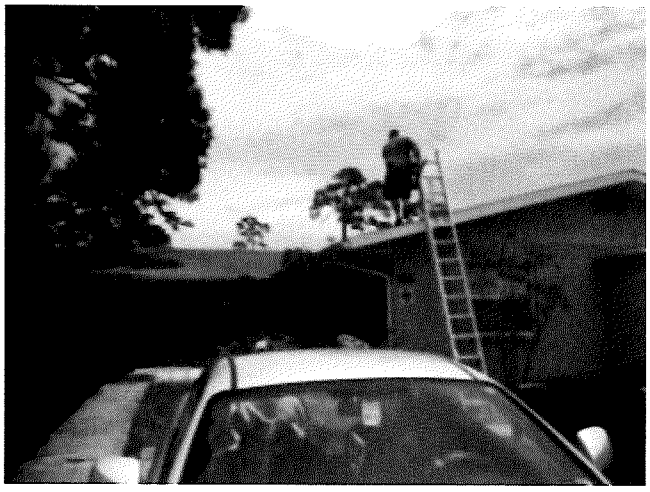
From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, April 30, 2019 7:50 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

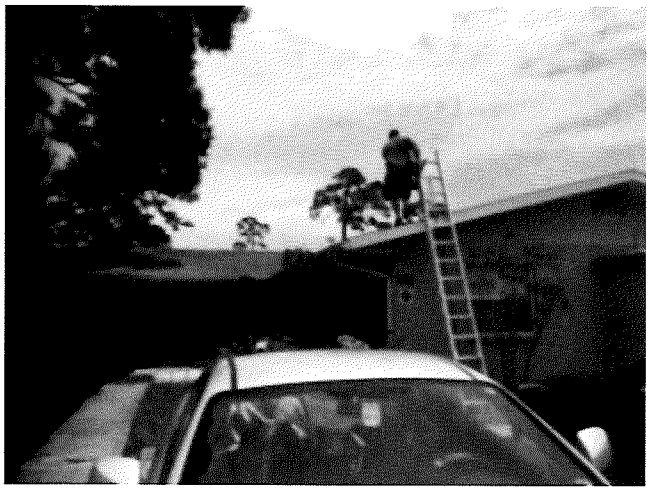
Good morning Ms. Williams,

I completed a re-inspection of 506 Abbey Lane to confirm the repairs to the property. The screens and gutters have been appropriately repaired, however, the new repairs to the ceiling are again showing signs of staining due to what appears to be water intrusion. The tenant states that water is still entering the home during rain storms. I am sending a notice of hearing to your office for the May 16th, 2019 Code Enforcement Board hearing. At this hearing you can explain your case and request more time if necessary. Thank you for your cooperation.

Respectfully,

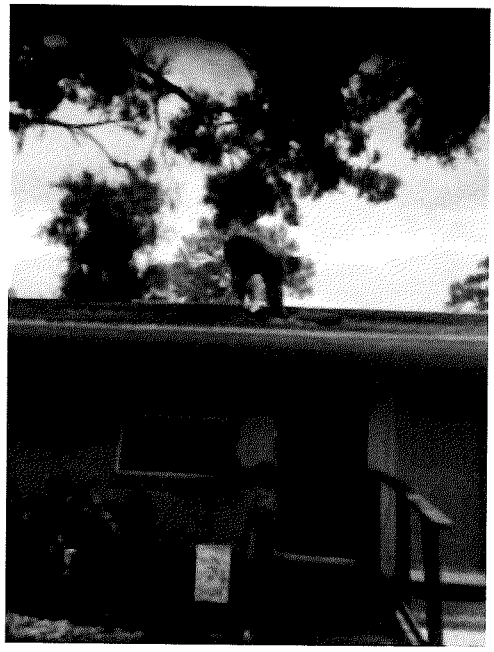

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Proposal



G & W ROOFING
1024 GARDEN STREET • TITUSVILLE, FLORIDA 32796
BREVARD: (321) 264-2227 • FAX: (321) 264-9800
www.gwroofing.com

STATE LIC.
#CCC-057555

PROPOSAL SUBMITTED TO	PHONE	DATE
Sheri Williams	321-537-1992	5/6/19
STREET	**JOB NAME**	
506 Abby Lane		
CITY, STATE AND ZIP CODE	**JOB LOCATION**	
Cocoa FL		
ARCHITECT / **DATE OF PLANS**	Gerald Young	**JOB PHONE** 256-479-9751

We hereby submit specifications and estimates for:

Sealed Rusted nails over Leaking area on Roof and Re Sealed Shingles Down

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: _____ dollars ($_____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This warranty is limited to the original owner (homeowner/consumer) and cannot be assigned or transferred under any condition.
Florida Law contains important requirements you must follow before you may file a lawsuit for defective construction against a contractor, subcontractor, supplier, or design professional for an alleged construction defect in your home. Sixty days before you file you must deliver to the contractor, subcontractor, supplier or design professional a written notice of any construction conditions you allege are defective and provide your contractor or any subcontractors, suppliers or design professionals the opportunity to inspect the alleged construction defects and make an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer made by the contractor, subcontractor, supplier, or design professional. There are strict deadlines and procedures under Florida Law

Authorized Signature _____

G & W Roofing has the right to cancel this contract for any reason, at any time, even after contract is signed by the purchaser, prior to the starting of any job. We are not responsible for cracked driveways. Should it become necessary for purposes of enforcing this contact, for contractor to incur any expenses, and become obligated to pay any attorney's fees and court costs, purchaser agrees to reimburse contractor for such expenses, attorney's fees and court costs.
FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND:
Payment may be available from the Florida Homeowners' Construction Recovery Fund if you lost money on a project performed under contract where the loss results from specified violations of Florida Law by a licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address:
DBPR Customer Contact Center, 1940 N. Monroe St., Tallahassee, FL 32399-0786
850-487-1395

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____
I, the purchaser, agree to all terms of this contract.

Cherie Williams

From: Cherie Williams
Sent: Thursday, May 30, 2019 2:05 PM
To: Steven Murdick
Cc: Rob Cramp (rob@housingforhomeless.org); Dennis Bunt; Cherie Williams
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good afternoon Mr. Murdick,

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Cherie Williams
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Fax (321)639-0989

From: Cherie Williams
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To: Steven Murdick <smurdick@cocoafl.org>; Dennis Bunt <dbunt@cocoafl.org>
Cc: Mara Traum (mara@housingforhomeless.org) <mara@housingforhomeless.org>; Rob Cramp (rob@housingforhomeless.org) <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

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Rockledge, FL 32955
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From: Cherie Williams
Sent: Monday, May 6, 2019 10:00 AM

To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp (rob@housingforhomeless.org) <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>
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Good morning Ms. Williams,

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Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
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[mailto:cherie@housingforhomeless.org]
Sent: Tuesday, April 30, 2019 10:48 AM
To: Steven Murdick <smurdick@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Mara Lucas <mara@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

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Telephone (321)639-0166 ext.105

Cherie Williams

From: Cherie Williams
Sent: Wednesday, July 10, 2019 11:26 AM
To: Steven Murdick
Cc: Rob Cramp (rob@housingforhomeless.org); dbunt@cocoafl.org; Cherie Williams
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

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Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Friday, May 31, 2019 7:17 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for the update.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
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(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
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From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Thursday, May 30, 2019 2:05 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

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Telephone (321)639-0166 ext.105
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To: Steven Murdick <smurdick@cocoafl.org>; Dennis Bunt <dbunt@cocoafl.org>
Cc: Mara Traum (mara@housingforhomeless.org) <mara@housingforhomeless.org>; Rob Cramp (rob@housingforhomeless.org) <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
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Rockledge, FL 32955
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Fax (321)639-0989

From: Cherie Williams
Sent: Monday, May 6, 2019 10:00 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp (rob@housingforhomeless.org) <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Cherie Williams

From: Cherie Williams
Sent: Thursday, July 11, 2019 10:16 AM
To: Steven Murdick
Cc: dbunt@cocoafl.org; Rob Cramp (rob@housingforhomeless.org)
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

Thank you for working with us in this matter, I will notify you when the roofers get the permit and when the project is finished.

Thanks again.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Thursday, July 11, 2019 7:33 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for the update. Please let me know when the project is finished and we can arrange a re-inspection to close your case. Thanks for your co-operation.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357

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From: Cherie Williams [mailto:cherie@housingforhomeless.org]
Sent: Wednesday, July 10, 2019 11:26 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

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Fax (321)639-0989

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From: Cherie Williams [mailto:cherie@housingforhomeless.org]
Sent: Thursday, May 30, 2019 2:05 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
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Cherie Williams

From: Cherie Williams
Sent: Thursday, August 1, 2019 11:02 AM
To: Rob Cramp (rob@housingforhomeless.org)
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Rob we need to go ahead and finalize the roof, the only reason Steven is emailing me is because Sandra is complaining to him again I'm sure of it.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, July 30, 2019 4:09 PM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good afternoon Ms. Williams,

I just wanted to touch base with you related to 506 Abbey Lane. Have you been able to have the repairs made to the property? When you have, I will coordinate with you and the tenant for re-inspection. Have a great day.

Respectfully,

Steven J. Murdick
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To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

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Cherie Williams
Property Manager

Cherie Williams

From: Cherie Williams
Sent: Friday, August 9, 2019 3:04 PM
To: Steven Murdick
Cc: dbunt@cocoafl.org; Rob Cramp; Cherie Williams
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Hello Steven,

I just spoke with G&W Roofing (Gerald) he said they put Synthetic Tar paper over the roof today to ensure no rain would enter the unit until the permit is obtained.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams <cherie@housingforhomeless.org>
Sent: Monday, August 5, 2019 1:35 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>; dbunt@cocoafl.org
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Hello Steven,

To touch base with you, we have signed a notice of commencement with G&W Roofing of 1024 Garden St, Titusville. I do not know when the work will start I would assume after the permit has been obtained. Please let me know if you should have any more questions or concerns.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Cell (321)537-1992
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
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4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Friday, May 31, 2019 7:17 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for the update.

Respectfully,

Cherie Williams

From: Cherie Williams
Sent: Tuesday, August 13, 2019 10:28 AM
To: Steven Murdick
Cc: dbunt@cocoafl.org; Rob Cramp
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

The ceiling has been repaired multiple times, this is how we noticed the leak was still present so we realized the roof needs to be replaced. We have not repaired the ceiling since the tar paper was placed on the roof, those repairs will be completed when the new roof is completed. Please let me know if you should have any more questions or concerns.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, August 13, 2019 9:02 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for the update on 506 Abbey Lane. Have any repairs been done to fix the ceiling inside the residence since the tar paper has been applied or will those repairs be done after the roof is completed? Have a great day.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
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From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Friday, August 09, 2019 3:04 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

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Hello Steven,

I just spoke with G&W Roofing (Gerald) he said they put Synthetic Tar paper over the roof today to ensure no rain would enter the unit until the permit is obtained.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams <cherie@housingforhomeless.org>
Sent: Monday, August 5, 2019 1:35 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>; dbunt@cocoafl.org
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Hello Steven,

To touch base with you, we have signed a notice of commencement with G&W Roofing of 1024 Garden St, Titusville. I do not know when the work will start I would assume after the permit has been obtained. Please let me know if you should have any more questions or concerns.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Cell (321)537-1992
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, July 30, 2019 4:09 PM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good afternoon Ms. Williams,

I just wanted to touch base with you related to 506 Abbey Lane. Have you been able to have the repairs made to the property? When you have, I will coordinate with you and the tenant for re-inspection. Have a great day.

Cherie Williams

From: Cherie Williams
Sent: Thursday, August 22, 2019 11:03 AM
To: Steven Murdick
Cc: dbunt@cocoafl.org; Rob Cramp; Cherie Williams
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

FYI G&W Roofing is turning in the application for the Permit today. Please let me know if you have any questions or concerns.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams
Sent: Tuesday, August 13, 2019 10:28 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: dbunt@cocoafl.org; Rob Cramp <rob@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

The ceiling has been repaired multiple times, this is how we noticed the leak was still present so we realized the roof needs to be replaced. We have not repaired the ceiling since the tar paper was placed on the roof, those repairs will be completed when the new roof is completed. Please let me know if you should have any more questions or concerns.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, August 13, 2019 9:02 AM

To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for the update on 506 Abbey Lane. Have any repairs been done to fix the ceiling inside the residence since the tar paper has been applied or will those repairs be done after the roof is completed? Have a great day.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
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From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Friday, August 09, 2019 3:04 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

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Hello Steven,

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Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams <cherie@housingforhomeless.org>
Sent: Monday, August 5, 2019 1:35 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>; dbunt@cocoafl.org
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Hello Steven,

To touch base with you, we have signed a notice of commencement with G&W Roofing of 1024 Garden St, Titusville. I do not know when the work will start I would assume after the permit has been obtained. Please let me know if you should have any more questions or concerns.

Cherie Williams

From: Cherie Williams
Sent: Friday, August 23, 2019 10:15 AM
To: Steven Murdick
Cc: dbunt@cocoafl.org; Rob Cramp; Mara Traum (mara@housingforhomeless.org); Cherie Williams
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

I will continue to keep you updated on the repairs.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Friday, August 23, 2019 7:16 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for the status update. Please let me know when all repairs, including the interior areas are complete. Have a great day.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
Stay Connected: www.cocoafl.org

From: Cherie Williams [mailto:cherie@housingforhomeless.org]
Sent: Thursday, August 22, 2019 11:03 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

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Good morning Mr. Murdick,

FYI G&W Roofing is turning in the application for the Permit today. Please let me know if you have any questions or concerns.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams
Sent: Tuesday, August 13, 2019 10:28 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: dbunt@cocoafl.org; Rob Cramp <rob@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

The ceiling has been repaired multiple times, this is how we noticed the leak was still present so we realized the roof needs to be replaced. We have not repaired the ceiling since the tar paper was placed on the roof, those repairs will be completed when the new roof is completed. Please let me know if you should have any more questions or concerns.

Thanks,

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Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, August 13, 2019 9:02 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for the update on 506 Abbey Lane. Have any repairs been done to fix the ceiling inside the residence since the tar paper has been applied or will those repairs be done after the roof is completed? Have a great day.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
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From: Cherie Williams [mailto:cherie@housingforhomeless.org]
Sent: Friday, August 09, 2019 3:04 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

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Hello Steven,

I just spoke with G&W Roofing (Gerald) he said they put Synthetic Tar paper over the roof today to ensure no rain would enter the unit until the permit is obtained.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams <cherie@housingforhomeless.org>
Sent: Monday, August 5, 2019 1:35 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>; dbunt@cocoafl.org
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Hello Steven,

To touch base with you, we have signed a notice of commencement with G&W Roofing of 1024 Garden St, Titusville. I do not know when the work will start I would assume after the permit has been obtained. Please let me know if you should have any more questions or concerns.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Cell (321)537-1992

Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, July 30, 2019 4:09 PM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good afternoon Ms. Williams,

I just wanted to touch base with you related to 506 Abbey Lane. Have you been able to have the repairs made to the property? When you have, I will coordinate with you and the tenant for re-inspection. Have a great day.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
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From: Cherie Williams [mailto:cherie@housingforhomeless.org]
Sent: Wednesday, July 10, 2019 11:26 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

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Good morning Mr. Murdick,

I wanted to keep you informed as to what is going on concerning the roof, G & W Roofing came out again and repaired the roof on 5/20/2019. On 6/11/19 we discovered the roof was still leaking. We are going to replace the entire roof. I will be meeting with the insurance adjuster today at 3:00pm at Abbey. I will continue to keep you informed as we go forward with replacing the roof.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Friday, May 31, 2019 7:17 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for the update.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
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From: Cherie Williams [mailto:cherie@housingforhomeless.org]
Sent: Thursday, May 30, 2019 2:05 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

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Good afternoon Mr. Murdick,

To keep you informed concerning the roof, G&W Roofing went out to the property last week along with my maintenance personnel to again take care of the leak. The inside portion of the ceiling has not been replaced yet, I will let you know when it has been replaced.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams
Sent: Wednesday, May 15, 2019 11:35 AM
To: Steven Murdick <smurdick@cocoafl.org>; Dennis Bunt <dbunt@cocoafl.org>
Cc: Mara Traum (mara@housingforhomeless.org) <mara@housingforhomeless.org>; Rob Cramp (rob@housingforhomeless.org) <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

On May 6th I met with G&W Roofing along with my maintenance personnel at 506 D Abbey Lane Cocoa, so that they could to take care of the roof and the leak to the ceiling. Attached you will find the photos and a statement from G&W Roofing. If you should have any questions or concerns please do not hesitate to contact me at the number listed below.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams
Sent: Monday, May 6, 2019 10:00 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp (rob@housingforhomeless.org) <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

Thank you for reporting this to me, I will contact G&W Roofing who originally did the repair on the roof to go back out.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Sunday, May 5, 2019 7:34 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Please find attached the photos you requested of the new water damage. This was at the area of repair near the front door.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357

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From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Tuesday, April 30, 2019 10:48 AM
To: Steven Murdick <smurdick@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Mara Lucas <mara@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

Thank you, as you stated, "The tenant states that water is still entering the home during rain storms", the client has not reported this new water intrusion to this office. If you have any photos please send them.

Respectfully,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, April 30, 2019 7:50 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

I completed a re-inspection of 506 Abbey Lane to confirm the repairs to the property. The screens and gutters have been appropriately repaired, however, the new repairs to the ceiling are again showing signs of staining due to what appears to be water intrusion. The tenant states that water is still entering the home during rain storms. I am sending a notice of hearing to your office for the May 16th, 2019 Code Enforcement Board hearing. At this hearing you can explain your case and request more time if necessary. Thank you for your cooperation.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
Stay Connected: www.cocoafl.org

From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Monday, April 15, 2019 11:49 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

We strive to be in compliance with all local/state and Federal authorities. Your notice of violation dated 3/18/2019 states, "If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection." I have kept you informed as it relates to maintenance repairs throughout the process (see below). What I am concerned about is the boxes in her bedroom windows that are blocking both windows, if there is a fire, Ms. Burgess would not be able to get out of those windows and the Fire Department would not be able to get her out of those windows. Ms. Burgess was informed of this on 3/27/2019 during her inspection that the boxes had to be removed from the windows.

Mr. Murdick we provide safe affordable housing for all our clients, if there is a maintenance issue we repair it immediately. We have policies and procedures that we follow. As to your question, **"Was she satisfied when you spoke with her?"** On 4/11/19 during a compliance inspection, I asked Ms. Burgess if she had anymore maintenance concerns?" Ms. Burgess, stared at me for 2 minutes and **did not respond**.

If you should have any questions or concerns please feel free to contact me at the telephone number listed below.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Monday, April 15, 2019 7:06 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for your attention on this matter. I will reach out to the tenant for re-inspect soon. Was she satisfied when you spoke with her?

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
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From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Friday, April 12, 2019 1:17 PM
To: Steven Murdick <smurdick@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Good Afternoon Mr. Murdick

Attached are pictures of the ceiling, I inspected yesterday.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams
Sent: Monday, April 8, 2019 4:55 PM
To: 'Steven Murdick' <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Thank you!

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Monday, April 8, 2019 4:49 PM
To: Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good afternoon Ms. Williams,

I have not visited the property for re-inspection yet. I will try to coordinate with the tenant soon to confirm the repairs. I will let you know my finds when the inspection is complete.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357

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From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Monday, April 08, 2019 3:59 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Good Afternoon Mr. Murdock

Have you had a chance to go back out to re-inspect?

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams <cherie@housingforhomeless.org>
Sent: Wednesday, April 3, 2019 8:16 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: sandi3000@hotmail.com; Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: Re: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdock

All violations have been corrected/repaired that you referenced. The apartment is ready for re-inspection.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
321-639-0166 ext. 105
fax 321 639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, April 2, 2019 5:58:15 PM
To: Cherie Williams
Cc: sandi3000@hotmail.com; Dennis Bunt
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good afternoon Ms. Williams,

Thank you for contacting me related to code enforcement case#18-196. The case will remain active until all violations are completed and inspected. Please notify me when you are ready for re-inspection for compliance.

Sincerely,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
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From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Tuesday, April 02, 2019 12:05 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Cherie Williams <cherie@housingforhomeless.org>; Rob Cramp <rob@housingforhomeless.org>
Subject: 506 D Abbey Lane Cocoa Case 18-196

Mr. Murdick,

Per our conversation last week attached are the photos of the repairs which were taken care of last week. If you should have any questions or concerns please feel free to contact me at the number listed below.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105

Cherie Williams

From: Cherie Williams
Sent: Thursday, July 11, 2019 10:16 AM
To: Steven Murdick
Cc: dbunt@cocoafl.org; Rob Cramp (rob@housingforhomeless.org)
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

Thank you for working with us in this matter, I will notify you when the roofers get the permit and when the project is finished.

Thanks again.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Thursday, July 11, 2019 7:33 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for the update. Please let me know when the project is finished and we can arrange a re-inspection to close your case. Thanks for your co-operation.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
Stay Connected: www.cocoafl.org

From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Wednesday, July 10, 2019 11:26 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

CAUTION! This email originated from an outside source. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the "Phish Alert" button above.

Good morning Mr. Murdick,

I wanted to keep you informed as to what is going on concerning the roof, G & W Roofing came out again and repaired the roof on 5/20/2019. On 6/11/19 we discovered the roof was still leaking. We are going to replace the entire roof. I will be meeting with the insurance adjuster today at 3:00pm at Abbey. I will continue to keep you informed as we go forward with replacing the roof.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Friday, May 31, 2019 7:17 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for the update.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
Stay Connected: www.cocoafl.org

From: Cherie Williams [mailto:cherie@housingforhomeless.org]
Sent: Thursday, May 30, 2019 2:05 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

CAUTION! This email originated from an outside source. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the "**Phish Alert**" button above.

Good afternoon Mr. Murdick,

To keep you informed concerning the roof, G&W Roofing went out to the property last week along with my maintenance personnel to again take care of the leak. The inside portion of the ceiling has not been replaced yet, I will let you know when it has been replaced.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams
Sent: Wednesday, May 15, 2019 11:35 AM
To: Steven Murdick <smurdick@cocoafl.org>; Dennis Bunt <dbunt@cocoafl.org>
Cc: Mara Traum (mara@housingforhomeless.org) <mara@housingforhomeless.org>; Rob Cramp (rob@housingforhomeless.org) <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

On May 6th I met with G&W Roofing along with my maintenance personnel at 506 D Abbey Lane Cocoa, so that they could to take care of the roof and the leak to the ceiling. Attached you will find the photos and a statement from G&W Roofing. If you should have any questions or concerns please do not hesitate to contact me at the number listed below.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams
Sent: Monday, May 6, 2019 10:00 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Rob Cramp (rob@housingforhomeless.org) <rob@housingforhomeless.org>; Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

Thank you for reporting this to me, I will contact G&W Roofing who originally did the repair on the roof to go back out.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Sunday, May 5, 2019 7:34 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Please find attached the photos you requested of the new water damage. This was at the area of repair near the front door.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
Stay Connected: www.cocoafl.org

From: Cherie Williams
[mailto:cherie@housingforhomeless.org]
Sent: Tuesday, April 30, 2019 10:48 AM
To: Steven Murdick <smurdick@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Mara Lucas <mara@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

Thank you, as you stated, "The tenant states that water is still entering the home during rain storms", the client has not reported this new water intrusion to this office. If you have any photos please send them.

Respectfully,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, April 30, 2019 7:50 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

I completed a re-inspection of 506 Abbey Lane to confirm the repairs to the property. The screens and gutters have been appropriately repaired, however, the new repairs to the ceiling are again showing signs of staining due to what appears to be water intrusion. The tenant states that water is still entering the home during rain storms. I am sending a notice of hearing to your office for the May 16th, 2019 Code Enforcement Board hearing. At this hearing you can explain your case and request more time if necessary. Thank you for your cooperation.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
Stay Connected: www.cocoafl.org

From: Cherie Williams [mailto:cherie@housingforhomeless.org]
Sent: Monday, April 15, 2019 11:49 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdick,

We strive to be in compliance with all local/state and Federal authorities. Your notice of violation dated 3/18/2019 states, "If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection." I have kept you informed as it relates to maintenance repairs throughout the process (see below). What I am concerned about is the boxes in her bedroom windows that are blocking both windows, if there is a fire, Ms. Burgess would not be able to get out of those windows and the Fire Department would not be able to get her out of those windows. Ms. Burgess was informed of this on 3/27/2019 during her inspection that the boxes had to be removed from the windows.

Mr. Murdick we provide safe affordable housing for all our clients, if there is a maintenance issue we repair it immediately. We have policies and procedures that we follow. As to your question, **"Was she satisfied when you spoke with her?"** On 4/11/19 during a compliance inspection, I asked Ms. Burgess if she had anymore maintenance concerns?" Ms. Burgess, stared at me for 2 minutes and **did not respond**.

If you should have any questions or concerns please feel free to contact me at the telephone number listed below.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Monday, April 15, 2019 7:06 AM
To: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good morning Ms. Williams,

Thank you for your attention on this matter. I will reach out to the tenant for re-inspect soon. Was she satisfied when you spoke with her?

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
Stay Connected: www.cocoafl.org

From: Cherie Williams [mailto:cherie@housingforhomeless.org]
Sent: Friday, April 12, 2019 1:17 PM
To: Steven Murdick <smurdick@cocoafl.org>; Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Good Afternoon Mr. Murdick

Attached are pictures of the ceiling, I inspected yesterday.

Thanks,

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams
Sent: Monday, April 8, 2019 4:55 PM
To: 'Steven Murdick' <smurdick@cocoafl.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Thank you!

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Monday, April 8, 2019 4:49 PM
To: Cherie Williams <cherie@housingforhomeless.org>
Cc: Dennis Bunt <dbunt@cocoafl.org>
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good afternoon Ms. Williams,

I have not visited the property for re-inspection yet. I will try to coordinate with the tenant soon to confirm the repairs. I will let you know my finds when the inspection is complete.

Respectfully,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
Stay Connected: www.cocoafl.org

From: Cherie Williams [mailto:cherie@housingforhomeless.org]
Sent: Monday, April 08, 2019 3:59 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Cherie Williams <cherie@housingforhomeless.org>
Subject: FW: 506 D Abbey Lane Cocoa Case 18-196

Good Afternoon Mr. Murdock

Have you had a chance to go back out to re-inspect?

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Fax (321)639-0989

From: Cherie Williams <cherie@housingforhomeless.org>
Sent: Wednesday, April 3, 2019 8:16 AM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: sandi3000@hotmail.com; Dennis Bunt <dbunt@cocoafl.org>; Rob Cramp <rob@housingforhomeless.org>; Cherie Williams <cherie@housingforhomeless.org>
Subject: Re: 506 D Abbey Lane Cocoa Case 18-196

Good morning Mr. Murdock

All violations have been corrected/repaired that you referenced. The apartment is ready for re-inspection.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
321-639-0166 ext. 105
fax 321 639-0989

From: Steven Murdick <smurdick@cocoafl.org>
Sent: Tuesday, April 2, 2019 5:58:15 PM
To: Cherie Williams
Cc: sandi3000@hotmail.com; Dennis Bunt
Subject: RE: 506 D Abbey Lane Cocoa Case 18-196

Good afternoon Ms. Williams,

Thank you for contacting me related to code enforcement case#18-196. The case will remain active until all violations are completed and inspected. Please notify me when you are ready for re-inspection for compliance.

Sincerely,

Steven J. Murdick
Code Enforcement Officer
1226 West King St., Cocoa, FL 32922
(321) 433-8530 smurdick@cocoafl.org
Fax: (321) 637-6357
Serving our Community with PRIDE!
Stay Connected: www.cocoafl.org

From: Cherie Williams [mailto:cherie@housingforhomeless.org]
Sent: Tuesday, April 02, 2019 12:05 PM
To: Steven Murdick <smurdick@cocoafl.org>
Cc: Cherie Williams <cherie@housingforhomeless.org>; Rob Cramp <rob@housingforhomeless.org>
Subject: 506 D Abbey Lane Cocoa Case 18-196

Mr. Murdick,

Per our conversation last week attached are the photos of the repairs which were taken care of last week. If you should have any questions or concerns please feel free to contact me at the number listed below.

Cherie Williams
Property Manager
4087 US Hwy 1 Ste 3
Rockledge, FL 32955
Telephone (321)639-0166 ext.105
Cell (321)537-1992
Fax (321)639-0989

Total Control Panel — Login

To: cherie@housingforhomeless.org
From: smurdick@cocoafl.org

Message Score: 50
My Spam Blocking Level: Medium

Block this sender
Block cocoafl.org

High (60): Pass
Medium (75): Pass
Low (90): Pass

This message was delivered because the content filter score did not exceed your filter level.

Total Control Panel — Login

To: cherie@housingforhomeless.org
From: smurdick@cocoafl.org

Message Score: 50
My Spam Blocking Level: Medium

Block this sender
Block cocoafl.org

High (60): Pass
Medium (75): Pass
Low (90): Pass

This message was delivered because the content filter score did not exceed your filter level.

Total Control Panel — Login

To: cherie@housingforhomeless.org

Message Score: 50

High (60): Pass

From: smurdick@cocoafl.org

My Spam Blocking Level: Medium

Block this sender
Block cocoafl.org

Medium (75): Pass
Low (90): Pass

This message was delivered because the content filter score did not exceed your filter level.

Total Control Panel

Login

To: cherie@housingforhomeless.org
From: smurdick@cocoafl.org

Message Score: 50
My Spam Blocking Level: Medium

Block this sender
Block cocoafl.org

High (60): Pass
Medium (75): Pass
Low (90): Pass

This message was delivered because the content filter score did not exceed your filter level.

Total Control Panel

Login

To: cherie@housingforhomeless.org
From: smurdick@cocoafl.org

Message Score: 50
My Spam Blocking Level: Medium

Block this sender
Block cocoafl.org

High (60): Pass
Medium (75): Pass
Low (90): Pass

This message was delivered because the content filter score did not exceed your filter level.

Total Control Panel

Login

To: cherie@housingforhomeless.org
From: smurdick@cocoafl.org

Message Score: 50
My Spam Blocking Level: Medium

Block this sender
Block cocoafl.org

High (60): Pass
Medium (75): Pass
Low (90): Pass

This message was delivered because the content filter score did not exceed your filter level.

Total Control Panel

Login

To: cherie@housingforhomeless.org
From: smurdick@cocoafl.org

Message Score: 50
My Spam Blocking Level: Medium

Block this sender
Block cocoafl.org

High (60): Pass
Medium (75): Pass
Low (90): Pass

This message was delivered because the content filter score did not exceed your filter level.

Miriam Moore

From: Rob Cramp
Sent: Monday, November 29, 2021 3:47 PM
To: Miriam Moore
Subject: FW: Case # 18-196

Rob

From: Dennis Bunt <dbunt@cocoafl.org>
Sent: Monday, November 29, 2021 12:18 PM
To: Rob Cramp <rob@housingforhomeless.org>
Cc: Cherie Williams <cherie@housingforhomeless.org>
Subject: Re: Case # 18-196

Once the case goes to the Code Board and an order is given there is no extension the order has to be followed. So it appears you came into compliance but after the date given by the board. This is why the fine started and was stopped at compliance.

Dennis A Bunt
Code Enforcement Manager
Cocoa Police Dept.
1226 W King St.
Cocoa, FL

From: Rob Cramp <rob@housingforhomeless.org>
Sent: Monday, November 29, 2021 11:51:37 AM
To: Dennis Bunt <dbunt@cocoafl.org>
Cc: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: Case # 18-196

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Dennis, I am confused. We addressed the complaint in question, the leaking roof, by replacing the roof, but you cannot replace a roof overnight so we kept the City updated on our plan and our progress. We understand that the objective of a fine is to motivate the landlord to correct the problem, but we had already committed to correct the problem by replacing the roof, so the motivation of the fine was unnecessary, surely?

Rob

From: Dennis Bunt <dbunt@cocoafl.org>
Sent: Monday, November 29, 2021 10:48 AM
To: Rob Cramp <rob@housingforhomeless.org>
Cc: Cherie Williams <cherie@housingforhomeless.org>
Subject: RE: Case # 18-196

For case #18-196 I how the case is closed and an outstanding fixed lien of $9,260.00.

Dennis A Bunt
Code Enforcement Manager
Cocoa Police Department
1226 W. King Street Cocoa, FL 32922
Phone: (321) 433-8544
dbunt@cocoafl.org

Serving our Community with Pride!

From: Rob Cramp <rob@housingforhomeless.org>
Sent: Wednesday, November 24, 2021 3:32 PM
To: Dennis Bunt <dbunt@cocoafl.org>
Cc: Cherie Williams <cherie@housingforhomeless.org>
Subject: Case # 18-196

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Dennis, thank you for your assistance in getting Violation 20-1379 violation resolved and we wondered if you could help with another one? The attached lien on Case # 18-196 on 506D Abbey Lane, Cocoa was resolved by our putting on a new roof, but it still appeared on a recent title search. Cherie worked with Steve Murdick on this.

Rob Cramp
Executive Director

HOUSING for HOMELESS
4087 US HWY 1, Suite 3
Rockledge, FL 32955
321-639-0166 exten.118
www.housingforhomeless.org
And on Facebook

The information contained in this message may be privileged and confidential and protected from disclosure. It is intended exclusively for the individual or entity to which it is addressed. This Communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 18-196

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

Housing For Homeless Inc
Owners of the Property located at:
506 Abbey Ln
Cocoa, FL 32922

Parcel ID: 24-36-32-52-*-4

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on May 16, 2019 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of: XXIX.Roofs & Drainage, Ch 6 Sec. 6-1003 (g), of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following: XXIX.Roofs & Drainage, Ch 6 Sec. 6-1003 (g), of the City Code.

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until July 16, 2019 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of tweny-five dollars ($25.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 16 DAY OF May, 2019.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at Housing For Homeless Inc, whose mailing address is 4087 US Highway 1 Ste 3 Rockledge FL 32955 this 16 day of May, 2019 via __hand delivery/__certified mail/X U.S. mail/__posting (mark all that apply).

Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 18-196
8/15/2019

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Housing For Homeless Inc
Owners of the Property located at:
506 Abbey Ln
Cocoa FL 32922

Parcel ID: 24-36-32-52-*-4

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 8/15/2019 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 7/16/2019

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $25.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 15th , day of August, 2019

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 20 day of August, 2019, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

_____
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
3/16/2022

LIEN REDUCTION REQUEST FOR
506 Abbey Ln

CASE # 18-196

The Code Enforcement Board held a public hearing on **5/16/2019**, at which time the Board found the owner, **Housing for Homeless INC** in violation of the following:

1. ***Roofs & Drainage, Ch 6 Sec. 6-1003 (g)***
2. ***Maint. of Interior Struct Ch 6 Sec. 6-1004 (a)***
3. ***Insect Screens Ch 6 Sec. 6-1003 (n)***

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **7/17/2019** The lien ran at **$25.00** per day from **7/17/2019** until compliance was achieved on **7/11/2019**. Code records show onsite inspections were conducted by Officer Murdick. The case was closed **on 7/20/2020** leaving a fine of $9260.00 The current owner, **Housing for Homeless INC**, is requesting that the lien be reduced to **$600 + City Costs of Service**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, property is a rental/Housing**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **8**
- The length of time the property was in violation **368**
- Property Taxes: **No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **3/16/2022 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$108,080** according the Brevard County Property Appraiser.

Staff submits their cost sheet and the in the total amount of **$969.77**

Staff's recommendation is that the fine/lien be reduced to **$969.77** which is the cost of staff to prosecute this case**.** This reduction based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

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

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-18-196 **Date: 03/09/22**

Housing for Homeless Inc

Site Address: 506 Abbey Ln

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	8	0.5	$25.16	$100.64
2	Code Manager	0	0.5	$38.64	$0.00
3					
				Total A1	$100.64

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	8	0.5	25.16	$201.28
2	Code Manager	1	0.5	38.64	$38.64
3					
				Total A2	$239.92

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	4	$26.16	$104.64
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	0	$59.81	$0.00
4					
5					
				Total A3	$404.64

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	325	$0.35	$113.75
2	Large Envelope	32	$0.64	$20.48
3	Standard Envelope	9	$0.10	$0.90
4	Color Photo Prints	57	$0.45	$25.65
5	Standard Mail	5	$0.55	$2.75
6	Certified Mail	4	$5.26	$21.04
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$224.57

C. Total Amount of Cost (A1+A2+A3+B): $969.77

Legislation Details (With Text)

File #:	22-184	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	3/29/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Consider the appointment of (1) one of the following applicants as a Regular member to the Diamond Square CRA: Sean Johnson, Crystal McQueen, Amy Robinson or Michael Simpson. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Diamond Square CRA.pdf Sean Johnson Board Application.pdf Crystal McQueen Board Application.pdf Amy Robinson Board Application.pdf Michael Simpson Board Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 29, 2022
Agenda Date: April 12, 2022
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of (1) one of the following applicants as a Regular member to the Diamond Square CRA for a one (1) year term: Sean Johnson, Crystal McQueen, Amy Robinson or Michael Simpson.

BACKGROUND:

The Diamond Square CRA currently has one (1) Regular member vacancy. To date, the following applicants have submitted applications for board membership. All four of them meet the qualifications for serving on a City board.

Sean Johnson: Mr. Johnson believes the City has a lot of potential for growth and would like to serve to assist in the decision-making process. He is a pastor at Mercy Church and enjoys working with people.

Crystal McQueen: Ms. McQueen used to serve as a member on the US 1 CRA board. She has two Masters degrees in Non-profit Management and Leadership and Public Administration with experience in business and social service. She is passionate about the City of Cocoa and would like

the opportunity to serve the community again.

Michael Simpson: Mr. Simpson is interested in serving to help improve the community and surrounding areas. As a tax payer, community advocate and parent in the community he has a vested interest in seeing the community excel for all involved.

Amy Robinson: Ms. Robinson is familiar with the Diamond Square area and believes it is a wonderful community but there are still a few areas that could use some attention. She believes that if you have the ability to be a part of the solution than you should jump at the opportunity. She has years of experience in management and leadership skills. She works well with teams and is extremely interested in working with this board in effort to be of service to the citizens of this community.

Please note that it is at the discretion of the City Council to decide who they would ultimately like to select to fill the Regular member seat. A current board roster is also attached.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council appoints and reappoints to City Boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the appointment of (1) one of the following applicants as a Regular member to the Diamond Square CRA for a one (1) year term: Sean Johnson, Crystal McQueen, Amy Robinson or Michael Simpson.

Diamond Square Redevelopment Agency	**(Reconstructed 1/30/2020) Meets Third Monday Every Month @ 6pm**			**Expirations Vary**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
VACANCY ***Seat #1: 1 year term*** ~~Sylvia Thomas~~	~~717 Aurora Street~~ ~~Cocoa, FL 32922~~ ~~Sthomas@ELCbrevard.org~~	~~636-0160 hm~~ ~~507-0932 cell~~ ~~637-1800 ext. 2001 wk~~	~~01/26/2021 reappointed for 1 year term~~ ~~01/30/2020-1 year term~~	~~1/30/2022~~
Seat #2: 2 year term Ed Jones	1214 Holmes Street Cocoa, FL 32922-6159 Edjones45@aol.com	631-4003 wk 543-3523 cell	01/30/2020-2 year term	1/30/2022
Seat #3: 3 year term Delores Martin-Vice Chairperson	1314 Moss Lane Cocoa, FL 32922-6142 Drmartin324@gmail.com	321-412-9860	01/30/2020-3 year term	01/30/2023
Seat #4: 4 year term Tracy Moore-Chairperson	2747 Wentworth Place Cocoa, FL 32926-5865 rcptm@bellsouth.net	639-9917	01/30/2020-4 year term	01/30/2024
Seat #5: 4 year term Marilyn Ross-Smith	1056 Park Drive Cocoa, FL 32922 marilynsmithonline@gmail.com	795-1252 cell	01/30/2020-4 year term	01/30/2024
Seat #6: 4 year term Jackie Isom	1050 Bristol Drive Cocoa, FL 32922 Ms.jay50@yahoo.com	480-1763 cell	01/30/2020-4 year term	01/30/2024
Seat #7: District 2 County Commission: Larry Brown	1720 Cogswell St. Rockledge, FL 32955 brow3093@bellsouth.net	321-536-8235 – Cell 321-636-8338 – Home	03/25/20 - 03/24/24 – 4 year term	03/24/2024
LIAISON	Deputy Mayor Goins	474-4923	Updated 12/20	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935 josephcolombo@earthlink.net colombolaw@mommerscolombo.com			
RECORDING SECRETARY	Lori Chabot	433-8577		

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

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

(Please Print)

Name: SEAN JOHNSON Application Date: 04-01-2022

Street Address, Including Zip Code: 1305 N. FISKE BLVD APT 111 COCOA FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 X District 3 _____ District 4 _____

Telephones: Home: 321-355-2424 Work: _____ Pager: _____ Cell: 815-508-7205

Place of Business: _____

Title/Position Held: _____

Date of Birth[2] [redacted]

Email Address: WIZMANN66@GMAIL.COM

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

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

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	
Do you own property or a business in Cocoa?	Yes	·	No	X
Are you registered to vote in Brevard County, Florida?	Yes	X	No	
Have you ever been convicted or found guilty, regardless				

NO

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I'M INTERESTED IN BOARD WORK BECAUSE THE CITY OF COCOA HAS A LOT OF POTENTIAL TO GROW AND I WOULD LIKE TO BE APART OF THAT DECISION PROCESS. I ALSO A PASTOR OF OUTREACH AT MERCY CHURCH, SO WORKING WITH PEOPLE IS SOMETHING I DO ALREADY

STATE REPORTING REQUIREMENTS

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

RACE

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

GENDER

X Male
____ Female

DISABILITY

____ Physically Disabled

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, March 14, 2022 11:22 AM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

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

(Please Print)

First Name	Crystal
Last Name	McQueen
Application Date	3/14/2022
Address1	956 N Cocoa Blvd Ste 1121
City	Cocoa
State	FL
Zip	32922
District	District 1
Home Phone Number	3213558170
Work Phone Number	3214277327
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Christ the King Redemptive Ministries
Title/Position Held	Vice-president/Administrative

Date of Birth*	[redacted]
E-mail Address	crystalmcqueen@gmail.com

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

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (Diamond Square)

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	N/A

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have experience serving for the former U.S. 1 CRA board. I have two Masters in Non-profit Management and Leadership and Public Administration with experience in business and social service arenas. Serving on this committee will allow me to invest in my community. It will allow me to continue embracing new perspectives, allows me to make a difference, and become more impactful in the community that I love.

(Section Break)

State Reporting Requirements

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

Race	African-American
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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

Signature	Crystal J McQueen
Date:	3/14/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, January 12, 2022 6:09 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

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

(Please Print)

First Name	Amy
Last Name	Robinson
Application Date	1/12/2022
Address1	401Churchill Dr
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	4074325010
Work Phone Number	*Field not completed.*
Cell Phone Number	4074325010
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*

Date of Birth*	[redacted]
E-mail Address	amykellyavant@gmail.com

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

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (Diamond Square)

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

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

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am very familiar with the Diamond Square area and although there have been some upgrades to the area over the years there are still several areas that could use some attention. Diamond square is a wonderful community of people who deserve all that we as a city can possibly provide. I do not believe in just complaining about things you notice; I believe if you have the ability to be a part of the solution you should jump at the opportunity. Participation on this board will be my opportunity to actively participate in necessary change. I have years of experience in management and leadership skills. I work well with teams and am extremely interested in working with this board in effort to be of service to the citizens of this community.

(Section Break)

State Reporting Requirements

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

Race	African-American

Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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Signature	Amy Avant Robinson
Date:	1/12/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, March 8, 2022 6:24 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

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

(Please Print)

First Name	Michael
Last Name	Simpson
Application Date	3/8/2022
Address1	12 N Fiske Blvd
City	Cocoa
State	Fl
Zip	32922
District	District 2
Home Phone Number	8134942671
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*

Date of Birth*	[redacted]
E-mail Address	Mikesimps67@yahoo.com

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

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (Diamond Square)

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

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

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I'm interested in serving to help improve our community and surrounding areas. As a tax payer, community advocate and parent in the community, I have a vested interest in seeing the community excel for all involved.

(Section Break)

State Reporting Requirements

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

Race	African-American
Gender	Male

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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

Signature	Michael A. Simpson
Date:	3/8/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

Email not displaying correctly? View it in your browser.

Legislation Details (With Text)

File #:	22-208	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	4/7/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	

Title: Council approval of the purchase of two (2) parcels on Oleander Street for the purposes of constructing a municipal parking lot with approximately 73 spaces in the amount of $65,000 each (total $135,000) and, pursuant to s. 166.045, Florida Statutes, waive the requirement to obtain an appraisal for the purchase of 218 Oleander Street. Authorize the City Manager to negotiate the purchase of the two parcels with the respective owners and to execute the respective purchase agreements in a form acceptable to the City Attorney. (Community Services Director)

Sponsors:

Indexes:

Code sections:

Attachments: Exhibit A: Land Appraisal 216 Oleander St
Exhibit B: Oleander Street Parking Layout - Conceptual

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 7, 2022
Agenda Date: April 12, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Council approval of the purchase of two (2) parcels on Oleander Street for the purposes of constructing a municipal parking lot with approximately 73 spaces in the amount of $65,000 each (total $135,000) and, pursuant to s. 166.045, Florida Statutes, waive the requirement to obtain an appraisal for the purchase of 218 Oleander Street. Authorize the City Manager to negotiate the purchase of the two parcels with the respective owners and to execute the respective purchase agreements in a form acceptable to the City Attorney.

BACKGROUND:

In early 2021, the City Manager directed staff to research the possibility of purchasing six (6) lots with the intention of constructing a municipal parking lot for the purposes of adding more parking to the west end of Cocoa Village. Four of those lots were purchased in late 2021 and Public Works has opened the lots to parking while Staff continues to work with the owners of the other two lots for potential purchase.

The two parcels not yet purchased are as follows:

- **Parcel 1:** 24-36-33-35-*-7.01
  216 Oleander Street

Owner: Mount Moriah AME Church of Cocoa, Inc.
Total acres - .09

- **Parcel 2:** 24-36-33-35-*-7.02
  218 Oleander Street
  Owner: Leonard Hevia
  Total acres - .07

A map view of the parcels are shown below:



In meetings with the owners of each property, they indicated they were interested in selling their parcels for $65,000. The appraisal was completed on the larger parcel owned by the church, the lot was appraised with a value of $15,000 (Exhibit A - Appraisal). Mr. Hevia asked for $65,000 for his smaller lot as did the representatives from Mount Moriah AME Church. The Council is requested to waive the state law requirements to obtain an appraisal of Mr. Hevia's property because of its location adjacent to and similar size of the church property for which an appraisal was already obtained. Adding these two lots in addition to the four purchased in late 2021 will increase the parking availability by 73 spaces. The conceptual drawing by the Public Works Department shows the potential for parking on the west side of Cocoa Village (Exhibit B).

Staff is requesting approval for the City Manager to negotiate the sale of Parcel #1 with Mount Moriah AME Church in the amount of $65,000 and the sale of Parcel #2 with Leonard Hevia in the amount of $65,000 and to execute the respective purchase agreements.

STRATEGIC PLAN CONNECTION:

The Strategic Plan Connection identified is Redevelopment to revitalize downtown Cocoa as an economic, civic and cultural center of the community.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Agenda 21-514: Council approved the purchase of four lots on Oleander and King Streets for the purposes of constructing a municipal parking lot.

RECOMMENDED MOTION:

Council approval of the purchase of two (2) parcels on Oleander Street for the purposes of constructing a municipal parking lot with approximately 73 spaces in the amount of $65,000 each (total $135,000) and, pursuant to s. 166.045, Florida Statutes, waive the requirement to obtain an appraisal for the purchase of 218 Oleander Street. Authorize the City Manager to negotiate the purchase of the two parcels with the respective owners and to execute the respective purchase agreements in a form acceptable to the City Attorney.

LAND APPRAISAL SUMMARY REPORT

File No.: Cocoa_Oleander 21-12252.13

SUBJECT

Property Address: 216 Oleander St | City: Cocoa | State: FL | Zip Code: 32922
County: Brevard | Legal Description: Lot 7, Hardees Plat of Indian River City (See full legal description attached).
Assessor's Parcel #: 24-36-33-35-*-7.01 | Tax Year: 2020 | R.E. Taxes: $ 250.64 | Special Assessments: $ N/A
Market Area Name: Cocoa | Map Reference: T24-R36-S33 | Census Tract: 0715.00
Current Owner of Record: Mount Moriah African Methodist Church | Borrower (if applicable): N/A
Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe) | HOA: $ N/A ☐ per year ☐ per month
Are there any existing improvements to the property? ☒ No ☐ Yes | If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable
If Yes, give a brief description: N/A

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)
This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)
Intended Use: The intended use of this report is to estimate the value of the subject as of the effective date, which is 04/27/2021.
Intended User(s) (by name or type): The intended user of the report is The City of Cocoa and/or assigns.
Client: City of Cocoa | Address: 65 Stone Street, Cocoa, FL 32922
Appraiser: Gary DiGiacomo | Address: 111 W. New Haven Avenue, Melbourne, FL 32901

MARKET AREA DESCRIPTION

Characteristics				Predominant Occupancy	One-Unit Housing			Present Land Use		Change in Land Use
					PRICE $(000)		AGE (yrs)			
Location:	☐ Urban	☒ Suburban	☐ Rural							
Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%	☒ Owner				One-Unit	60 %	☒ Not Likely
Growth rate:	☐ Rapid	☒ Stable	☐ Slow	☐ Tenant	50	Low	New	2-4 Unit	10 %	☐ Likely * ☐ In Process *
Property values:	☐ Increasing	☒ Stable	☐ Declining	☒ Vacant (0-5%)	1,000	High	100	Multi-Unit	5 %	* To:
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply	☐ Vacant (>5%)	175	Pred	20	Comm'l	15 %	
Marketing time:	☐ Under 3 Mos.	☒ 3-6 Mos.	☐ Over 6 Mos.					Vacant	10 %	
									%	

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	☐
Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☐	☒	☐	☐	☐
Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	☐
Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☐	☒	☐	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐
Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐

Market Area Comments: The defined neighborhood is situated north of Barnes Boulevard, south of Dixon Boulevard, east of Interstate 95 and west of the Indian river. The access to most all support services including schools, local shopping centers, employment centers, churches and recreational facilities is available via S.R. 520 (West King Street). The defined neighborhood consists of a variety of residential uses which includes single and multi-family homes, as well as commercial use. Commercial use is predominantly along major arteries defining the boundaries. There did not appear to be any adverse neighborhood conditions as of the effective date of this appraisal. The proximity to Historic Cocoa Village and the Cocoa Campus of Florida Eastern State College lends appeal to the defined neighborhood. The recent market conditions appear to be increasing, as local interest rates remain favorable and inventory of distressed properties appears to be decreasing.

SITE DESCRIPTION

Dimensions: 40.00' x 75.00' | Site Area: 0.07 +/- Acres
Zoning Classification: "RU-2-10" | Description: Low Density Single-Family and Multiple Family District.
Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements
Uses allowed under current zoning: The "RU-2-10" zoning allows use for multifamily dwellings of not more than four (4) units per building and single family dwellings. Subject is a legal non-conforming lot of record.
Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown | Have the documents been reviewed? ☐ Yes ☒ No | Ground Rent (if applicable) $ N/A
Comments: Any deed restrictions or covenants, conditions or restrictions were not available to the appraiser as of the effective date.
Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) **See attached addenda.**
Actual Use as of Effective Date: Vacant Residential Land | Use as appraised in this report: Vacant residential land development ready
Summary of Highest & Best Use: **See attached addenda.**

Utilities	Public	Other	Provider/Description
Electricity	☒	☐	Florida Power
Gas	☐	☐	None
Water	☒	☐	City Cocoa
Sanitary Sewer	☒	☐	City Cocoa
Storm Sewer	☒	☐	City Cocoa
Telephone	☒	☐	Vendor
Multimedia	☒	☐	Vendor

Off-site Improvements	Type	Public	Private
Street	Asphalt	☒	☐
Width	50' Approximate		
Surface	Asphalt		
Curb/Gutter	Concrete	☒	☐
Sidewalk	None	☐	☐
Street Lights	Electric	☒	☐
Alley	Concrete/dirt	☒	☐

Frontage	Oleander Street
Topography	Generally Level
Size	0.07 +/- Acres
Shape	Rectangular
Drainage	Appears Adequate
View	Neighborhood

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 12009C0426H | FEMA Map Date 01/29/2021
Site Comments: The subject site is located in the middle of the 200 block of Oleander Street, west of the corner of Hughlett Avenue and Oleander Street. The subject's site totals approximately 0.07 +/- acres with approximately forty feet (40.00') of frontage along Oleander Street and approximately seventy five (75.00') of depth. The site is covered with natural vegetation. The eastern side is clear along the alley.

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LAND APPRAISAL SUMMARY REPORT

Cocoa_Oleander
File No.: 21-12252.13

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Brevard County, Florida public records (tax, deeds, assessor) and the local Multiple Listing Service (MLS).

1st Prior Subject Sale/Transfer	
Date:	N/A
Price:	N/A
Source(s):	N/A
2nd Prior Subject Sale/Transfer	
Date:	N/A
Price:	N/A
Source(s):	N/A

Analysis of sale/transfer history and/or any current agreement of sale/listing: Per the Brevard County public record, the subject has not been sold or transferred within the previous thirty-six (36) months of the effective date of valuation. Per the local Multiple Listing Service (Flex MLS), the subject has not been offered for sale in the prior twelve (12) months of the effective date of the appraisal. There have been no sales or transfers of Comparables in the prior twelve (12) months of the date noted.

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	216 Oleander St Cocoa, FL 32922	21 Travis St Cocoa, FL 32922		513 S Wilson Ave Cocoa, FL 32922		218 Smith Ln Cocoa, FL 32922	
Proximity to Subject		0.32 miles S		0.43 miles SW		0.29 miles S	
Sale Price	$ N/A		$ 15,000		$ 9,500		$ 16,500
Price/ Acre	$ N/A	$ N/A		$ N/A		$ N/A	
Data Source(s)	Public Records	Public Records/Buyer		Flex MLS #873268/DOM 47		Flex MLS #887817/DOM 230	
Verification Source(s)	Personal Inspect.	Inspt./Pub.Rec 8670/0439		Agent/Inspt./Pub.Rec 8770-2566		Agent/Inspt./Pub.Rec 9072-0913	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing Concessions	N/A N/A	Cash No Concessions		Cash No Concessions		Cash No Concessions	
Date of Sale/Time	N/A	Closed 02/14/2020		Closed 06/18/2020		Closed 03/31/2021	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Cocoa Village	Cocoa Village		Cocoa	+5,000	Cocoa Village	
Site Area (in Acres)	0.07 +/- Acres	0.08 +/- Acres	0	0.21 +/- Acres	0	0.11 +/- Acres	0
View	Residential	Residential		Residential		Residential	
Net Adjustment (Total, in $)		☐ + ☐ −	$	☒ + ☐ −	$ 5,000	☐ + ☐ −	$
Adjusted Sale Price (in $)			$ 15,000		$ 14,500		$ 16,500

Summary of Sales Comparison Approach: Comparable One was used as it was the last sale of a similar size lot within the subject's immediate market area. Each of the Comparables used are similar vacant home sites situated in the Cocoa market area and offer a viable alternative to the subject. The subject, Comparables One and Three are located east of Highway 1 and are in similar proximity to support services and Historic Downtown Cocoa Village, which is superior to that of Comparable Two. Each of the sales are considered in the estimate of value. There are limited sales and/or active listings of like vacant home sites in the marketing area.

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 15,000

Final Reconciliation: The Sales Comparison Approach is the only indication of value relevant to the subject property. Each of the above sales were given consideration in the estimate of value.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 15,000 , as of: 4/27/2021 , which is the effective date of this appraisal.
If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 12 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

☒ Scope of Work ☒ Limiting cond./Certifications ☒ Narrative Addendum ☒ Location Map(s) ☐ Flood Addendum ☐ Additional Listings ☒ Photo Addenda ☒ Parcel Map ☒ Hypothetical Conditions ☐ Extraordinary Assumptions ☒ Legal Description

SIGNATURES

Client Contact: Lori Ann Richmond Chabot
Client Name: City of Cocoa
E-Mail: lchabot@cocoafl.org
Address: 65 Stone Street, Cocoa, FL 32922

APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Appraiser Name: Gary DiGiacomo	Supervisory or Co-Appraiser Name:
Company: Tuttle-Armfield-Wagner Appraisal & Research, Inc.	Company:
Phone: (321) 723-7010 Fax: (321) 723-4375	Phone: Fax:
E-Mail: gary@t-a-w.com	E-Mail:
Date of Report (Signature): 05/11/2021	Date of Report (Signature):
License or Certification #: Cert Gen RZ1630 State: FL	License or Certification #: State:
Designation: Residential Appraisal Manager	Designation:
Expiration Date of License or Certification: 11/30/2022	Expiration Date of License or Certification:
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: 4/27/2021	Date of Inspection:

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Supplemental Addendum

File No. 21-12252.13

Borrower	N/A						
Property Address	216 Oleander St						
City	Cocoa	County	Brevard	State	FL	Zip Code	32922
Lender/Client	N/A						

LEGAL DESCRIPTION OF THE COMPARABLE SALES

Sale One :W 16 2/3 of Lot 3 and E 16 2/3 of Lot 4, Block 22, S F Travis Addition to Cocoa
Sale Two :Lot 3, Block D, Davidson Unrecorded Subd, Part of NW 1/4 of SW 1/4 As Des in ORB 2546 PG 707
Sale Three :W 40 FT of E 210 FT of S 122 FT of Lot 7, Block 14, S F Travis Addition to Cocoa

COMMENTS ON SALES COMPARISON

Each of the comparables is considered in the estimate of value, with a final reconciliation outlined on page two. In order to identify sales having similar overall characteristics, it was necessary to expand our sales search parameters. The use of these sales does not appear to hinder the estimate of value for the subject. No other more recent proximate sales were identified in the search of the local Flex Multiple Listing Service (Flex MLS) or Brevard County public records.

HIGHEST & BEST USE

Based on the underlying principles, the Highest and Best Use of the subject's site on an independent basis is vacant residential land ready for single family development consistent in design and appeal with surrounding residential improvements and current zoning restrictions. We note that we are aware the adjoining lots to the north and east have a different ownership and most likely a commercial highest and best use. If the subject lot was assembled with those lots surrounding the subject it could have a different Highest & Best Use as assembled and hence a different (higher) value. However, that is outside the scope of this appraisal to value to subject property on an independent basis.

SCOPE OF WORK

The scope of work for this assignment includes but may not be limited to the following:

SUBJECT/MARKET CHARACTERISTICS & REPORT DEVELOPMENT

Upon receipt of the appraisal request and assignment, the appraiser evaluated the order, correlated and reconciled with the Client/Lender the requested work and the requirements of the appraiser and the appraisal and agreed to the assignment. A preliminary research of the legal description, property taxes, ownership of record and real estate activity and history was performed. An appointment (if necessary) was established and further preliminary research was performed to determine market trends and factors pertinent to the subject and the market. A physical interior and exterior inspection was performed (exterior inspection for vacant land).

The highest and best use of the subject property was analyzed and considered. Adjustments and calculations were made based on market reaction, the preliminary data of sales, listings and pending properties were observed from the public street, the final analysis, reconciliation and correlation of the appraisal assignment and work product was completed. The final work product, appraisal report was delivered to the Client shown on the appraisal report and the assignment was completed as per order from the client.

The source of the definition of market value comes from the 2020-2021 Edition of USPAP.

SOURCES/DATA RESEARCH COMMENTS

Data for the subject and sales considered for comparison are gathered from the sources listed and described below. The research and gathering of data and information is performed and completed in the normal course of business as is referenced in USPAP, AO-24. Although due diligence in verification of the information was performed, the appraiser obtained the information, estimates and opinions that were expressed in the appraisal report from sources that he considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

Additional data for the sales comparables includes an exterior observation from the public street, at which time photos are taken. On occasion, as is deemed to be necessary due to various factors (i.e.; trees in the front of property, people in the front of the property, heavy traffic flows, gated communities, etc), the photographs of the sales were taken from the appraiser's database of photographs taken for other reports or from the local MLS. The photos from MLS may best represent the condition of the property at the time of the sale.

The flood zone designation was based on an examination of the available flood maps, or other data sources available in the market and typically used in the trade for such purposes. Due to the scale and relatively poor quality of these maps, a certified survey should be considered as the best indicator as the exact flood zone designation. The lot dimensions were based on available information from public records, plat maps, and survey when available. The lot dimensions are subject to minor differences and should have negligible effect on the final value estimate. Additionally, no title search was performed nor was there any research performed as to applicable permits, etc. as it is outside the scope of work.

CERTIFICATION STATEMENT

The report analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

I have made a physical inspection of the subject property.

As of the date of this report, Gary DiGiacomo has completed the continuing education program for the State of Florida.

INTENDED USER

The intended user of this report is the Client(s) on Page One. The intended use of this report is to evaluate the property that is the subject of this appraisal for market value purposes as of the specified date, subject to the scope of work, purpose of the appraisal, reporting requirements of this appraisal report form, and definition of market value. No additional intended users are identified by the appraiser. This appraisal report is not intended for mortgage financing.

Legal Description From Prior Deed

Borrower	N/A						
Property Address	216 Oleander St						
City	Cocoa	County	Brevard	State	FL	Zip Code	32922
Lender/Client	N/A						

The East 1/2 of the South 1/2 of Lot 7, HARDEE'S PLAT OF INDIAN RIVER CITY, according to the plat thereof, as recorded in Plat Book 1, page 28, public records of Brevard County, Florida.

Subject Land Photo Page

Borrower	N/A						
Property Address	216 Oleander St						
City	Cocoa	County	Brevard	State	FL	Zip Code	32922
Lender/Client	N/A						



Subject Front

216 Oleander St

Sales Price	N/A
Date of Sale	N/A
Site Area	0.07 +/- Acres
Location	Cocoa Village
View	Residential



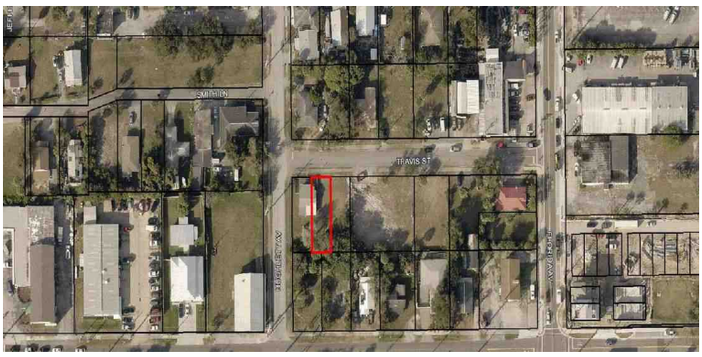
Subject Street East



Subject Street West

Comparable Photo Page

Borrower	N/A						
Property Address	216 Oleander St						
City	Cocoa	County	Brevard	State	FL	Zip Code	32922
Lender/Client	N/A						



Comparable 1

21 Travis St

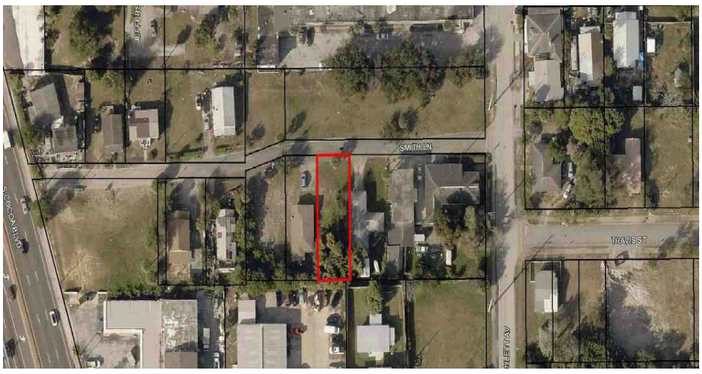
Prox. to Subject	0.32 miles S
Sale Price	15,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Cocoa Village
View	
Site	0.08 +/- Acres
Quality	
Age	



Comparable 2

513 S Wilson Ave

Prox. to Subject	0.43 miles SW
Sale Price	9,500
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Cocoa
View	
Site	0.21 +/- Acres
Quality	
Age	



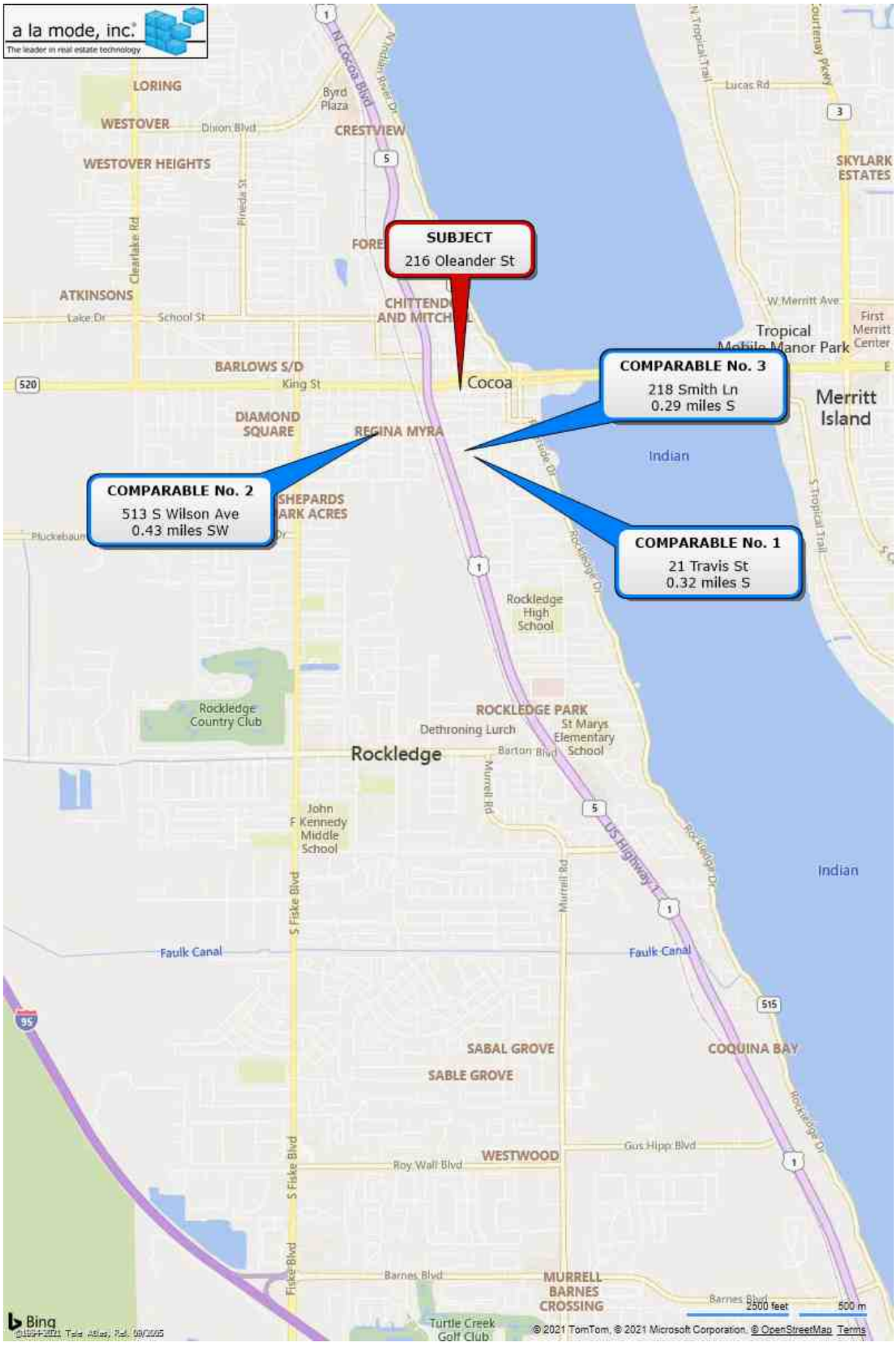
Comparable 3

218 Smith Ln

Prox. to Subject	0.29 miles S
Sale Price	16,500
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Cocoa Village
View	
Site	0.11 +/- Acres
Quality	
Age	

Location Map

Borrower	N/A						
Property Address	216 Oleander St						
City	Cocoa	County	Brevard	State	FL	Zip Code	32922
Lender/Client	N/A						



Plat Map

Borrower	N/A						
Property Address	216 Oleander St						
City	Cocoa	County	Brevard	State	FL	Zip Code	32922
Lender/Client	N/A						



Aerial Map

Borrower	N/A						
Property Address	216 Oleander St						
City	Cocoa	County	Brevard	State	FL	Zip Code	32922
Lender/Client	N/A						



USPAP ADDENDUM

Cocoa_Oleander
File No. 21-12252.13

Borrower	N/A						
Property Address	216 Oleander St						
City	Cocoa	County	Brevard	State	FL	Zip Code	32922
Lender	N/A						

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report — This report was prepared in accordance with USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report — This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: estimated to be one hundred (100) to one hundred fifty (150) days when actively marketed and competitively priced, based on competitive market data.

Additional Certifications

I certify that, to the best of my knowledge and belief:

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

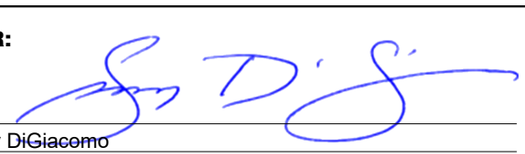
Intended User

The intended user of this report is the Client. The intended use of this report is to evaluate the property that is the subject of this appraisal for a market value purposes, subject to the scope of work, purpose of the appraisal, reporting requirements of this appraisal report form, and definition of market value. No additional intended users are identified by the appraiser.

Certification Statement

The report analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the requirements of the code of professional ethics & standards of professional appraisal practice of the appraisal institute, which include the uniform standards of professional appraisal practice.

APPRAISER:

Signature: 
Name: Gary DiGiacomo
Date Signed: 05/11/2021
State Certification #: Cert Gen RZ1630
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2022
Effective Date of Appraisal: 4/27/2021

SUPERVISORY APPRAISER: (only if required)

Signature:
Name:
Date Signed:
State Certification #:
or State License #:
State:
Expiration Date of Certification or License:
Supervisory Appraiser Inspection of Subject Property:
☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

Assumptions, Limiting Conditions & Scope of Work

File No.: 21-12252.13

Property Address:	216 Oleander St	City:	Cocoa	State: FL	Zip Code: 32922
Client:	City of Cocoa	Address:	65 Stone Street, Cocoa, FL 32922		
Appraiser:	Gary DiGiacomo	Address:	111 W. New Haven Avenue, Melbourne, FL 32901		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

– The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

– The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

– If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

– The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

– The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

– The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

– The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

– An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser–client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

– The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.

– Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

GPLAND

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Certifications & Definitions

Cocoa_Oleander
File No.: 21-12252.13

Property Address: 216 Oleander St City: Cocoa State: FL Zip Code: 32922
Client: City of Cocoa Address: 65 Stone Street, Cocoa, FL 32922
Appraiser: Gary DiGiacomo Address: 111 W. New Haven Avenue, Melbourne, FL 32901

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

– The statements of fact contained in this report are true and correct.

– The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

– I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

– Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

– I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

– My engagement in this assignment was not contingent upon developing or reporting predetermined results.

– My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

– My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

– I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.

– Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

– Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised and acting in what they consider their own best interests;

3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*** This definition is from the Uniform Standards of Professional Appraisal Practice (USPAP), 2020-2021 Edition.**

SIGNATURES

Client Contact: Lori Ann Richmond Chabot Client Name: City of Cocoa
E-Mail: lchabot@cocoafl.org Address: 65 Stone Street, Cocoa, FL 32922

APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Appraiser Name: Gary DiGiacomo	Supervisory or Co-Appraiser Name:
Company: Tuttle-Armfield-Wagner Appraisal & Research, Inc.	Company:
Phone: (321) 723-7010 Fax: (321) 723-4375	Phone: Fax:
E-Mail: gary@t-a-w.com	E-Mail:
Date Report Signed: 05/11/2021	Date Report Signed:
License or Certification #: Cert Gen RZ1630 State: FL	License or Certification #: State:
Designation: Residential Appraisal Manager	Designation:
Expiration Date of License or Certification: 11/30/2022	Expiration Date of License or Certification:
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: 4/27/2021	Date of Inspection:

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Brevard County Property Appraiser



January 28, 2021

1:500

0 30 60 120 ft

0 5 10 20 m

2846850

For illustration only. Not a survey. Map layers may not precisely align.
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Legislation Details (With Text)

File #:	22-194	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/1/2022			**In control:**	City Council
On agenda:	4/12/2022			**Final action:**	
Title:	Calls for service provided by the Cocoa Fire Rescue Department for the month of March 2022. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	March 2022 Calls For Service By Incident Type.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 1, 2022
Agenda Date: April 12, 2022
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for March 2022.

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of March.

BUDGETARY IMPACT:

None

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Custom Mar 1, 2022 - Mar 31, 2022

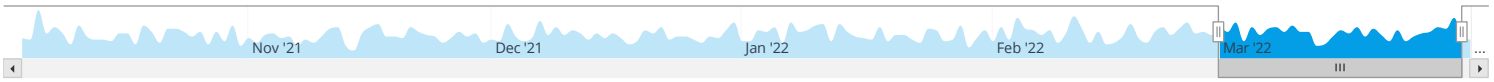
30%
FIRE
Percentage of Total Incidents

69%
EMS
Percentage of Total Incidents

516
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	3/6/22	3/13/22	3/20/22	3/27/22	4/3/22	4/10/22	4/17/22	4/24/22	5/1/22	5/8/22	5/15/22	5/22/22	5/29/22	Total
(10) Fire, other		1												1
(11) Structure Fire	3	2			1									6
(13) Mobile property (vehicle) fire					1									1
(14) Natural vegetation fire				1										1
(15) Outside rubbish fire	1			1	1									3
(30) Rescue, emergency medical call (EMS), other	6	2	4	1	3									16
(31) Medical assist	1	2	1	1										5
(32) Emergency medical service (EMS) incident	66	86	75	66	43									336
(41) Combustible/f.. spills & leaks					1									1
(44) Electrical wiring/equipm. problem	2	2	2											6
(50) Service call, other		1	1											2
(51) Person in distress				1										1
(55) Public service assistance	4	6	8	8	10									36
(60) Good intent call, other	1		2											3
(61) Dispatched and canceled en route	12	10	14	12	17									65

Week Ending	3/6/22	3/13/22	3/20/22	3/27/22	4/3/22	4/10/22	4/17/22	4/24/22	5/1/22	5/8/22	5/15/22	5/22/22	5/29/22	Total
(62) Wrong location, no emergency found	2	2		1	1									6
(65) Steam, other gas mistaken for smoke	1	2												3
(70) False alarm and false call, other	2		2	3	1									8
(71) Malicious, mischievous false alarm			1											1
(72) Bomb scare	1			1										2
(73) System or detector malfunction	2	1		1										4
(74) Unintentional system/detect... operation (no fire)	2	2		3										7
NULL				2										2
Total	106	119	110	102	79									516