City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, April 12, 2016

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 16-120 Approve the Agenda for the Regular meeting of April 12, 2016, as presented or with amendments.

Attachments: 04-12-16.pdf

MINUTES:

II.2(a) 16-121 Approve the Minutes of the Regular meeting of March 8, 2016, as written or with amendments.

Attachments: 03-08-2016 Minutes.pdf

II. 2(b) 16-122 Approve the Minutes of the Regular meeting of March 22, 2016, as written or with amendments.

Attachments: Minutes_03-22-2016.pdf

EXHIBIT A Economic Baseline Analysis Final_without_Notes.pdf

III. AWARDS AND PRESENTATIONS:

III.1 16-123 Proclamation proclaiming the month of April, 2016, as Water Conservation Month. (Utilities Director)

Attachments: Water Conservation Month 2016 (2).pdf

III.2 16-103 Sister City Presentation.

III.3 16-80 LEAD Brevard Presentation to Council on Cocoa Community Survey Project. (Assistant City Manager)

III.4 16-102 SR 520 Corridor Planning and Concept Development Study presentation. (Community Services Director)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 16-74 Approve a Resolution adopting the State Fiscal Year (SFY) 2016-2019 Local Housing Assistance Plan (LHAP) and submission of the LHAP to the Florida Housing Finance Corporation for approval by the State. (Community Services Director)

Attachments: City of Cocoa SHIP LHAP SFY16-19.pdf
SHIP20162017Certification.docx
City of Cocoa Housing Policies.pdf
City of Cocoa Purchasing Policy .pdf

V.2 16-108 To Approve 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. (Utilities Director)

Attachments: City of Cocoa - Amend 4 signed by WRA.pdf

V.3 16-109 To Approve Task Order 2016-73 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System; To Approve a Resolution Amending the FY2016 Budget. (Utilties Director)

Attachments: Task Order 2016-73
Cocoa DWS SCADA Routine Services FY2016 SOW 030916
Res Budget Amendment
File 16-109 BA Form.pdf

V.4 16-110 To Award Bid Number B-16-09-COC, Filter Media Removal and Replacement to Petticoat-Schmitt, 6380 Phillips Highway, Jacksonville, Florida, for the Removal and Replacement of Filter Media at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Contract. (Utilities Director)

Attachments: Bid Memo
B-16-09-COC Tabulation Sheet
Section 500 - Contract Documents

V.5 16-112 To Award Bid # B-16-11-COC, Viera Pump Station Stairs, to Crom Engineering & Construction Services, Gainesville, Florida, for the Purchase and Installation of a Stairway at the Viera Pump Station; To Authorize the City Manager to Execute the Contract. (Utilities Director)

Attachments: B-16-11-COC Bid Memo
B-16-11-COC Bid Tabulation
Contract Documents

V.6 16-114 To award Bid #B-16-03-COC, Fleet Garage Addition, to Parkit Construction, Inc. of West Melbourne, for the Expansion of the Cocoa Fleet Building, Project # CP11FS in the amount of $265,900.00; Approve a resolution to amend the FY2016 budget; and Approve a resolution to authorize the City Manager to approve change orders not to exceed $10,000 for a total project cost of $275,900. (Public Works Director)

Attachments: B-16-03-COC Final MEMO
B-16-03-COC Tabulation Sheet
Parkit Construction Bid Submittal
File 16-114 Resolution 2016-25.pdf
File 16-114 Resolution 2016-26.pdf
BAF-FleetExpansionREV(4-12-16) Agenda 16-114.pdf

V.7 16-119 Council approval for the use of Tech Systems, Inc. as the roofing contractor for the Harry T. Moore Project (PW15HT) utilizing the Brevard County Purchasing Contract in the amount of $56,700; Authorize the City Manager to approve change orders up to 10% of the project, not to exceed $5,670, bringing the total to $62,370. (Public Works Director)

Attachments: Tech Systems County Contract P-2-14-13.pdf
Tech Systems Quote.pdf
Resolution 2016-27 authorizing change orders.docx

V.8 16-129 Approve a Resolution amending the FY2016 Budget and approve the Interlocal Agreement between the City of Cocoa and the Diamond Square Community Redevelopment Agency in the amount of $25,000.00 for the Redevelopment Funding Contribution. (Community Services Director)

Attachments: DS CRA Interlocal.pdf
Budget Resolution FY 2016.docx
File 16-129 BA Form.pdf
File 16-129A BA Form.pdf

V.9 16-135 Authorize the City Manager to Sign Amendment #1 to Task Order 2016-16 (change order #1 to P.O. 67682) with Architects Design Group (ADG) for the addition of the Emergency Operations Center (EOC) design services for the Fire Headquarters/Administration Station on Dixon Blvd. (Project: CP16F1); Authorize the City Manager to approve the change order for the EOC design services in the amount of $50,955. (Public Works Director)

Attachments: ADG EOC Design proposal .pdf

TO-PW-ADG-2016-16 1 (4 1 16) $50955.pdf

V.10 16-136 To provide approval for the City to apply for the St. Johns River Water Management District Cost-Share Program. (Public Works Director)

Attachments: 2016-17_Districtwide_cost-share_application.docx

Public Works Stormwater Grants Internal Approval Forms.pdf

VI. PUBLIC HEARINGS:

VI.1 16-117 Ordinance No. 05-2016/2nd & Final Reading: Final Renewal of the Multi-Year Solid Waste Contract, with Modifications to Terms, with Waste Management for a period of Five (5) Years. (Public Works Director)

Attachments: Exhibit A - Rates.pdf

Exhibit B - CPI-Fuel.pdf

Ordinance No. 05-2016 Second Addendum Solid Waste.pdf

WM Second Addendum.pdf

VI.2 16-128 Ordinance No. 01-2016/ 2nd & Final Reading: Amending Sec. 14-11 of the City Code related to anchoring, mooring and docking of vessels at Riverfront Park. (Community Services Director)

Attachments: Docking Ordinance 01-2016.pdf

Docking locations.pdf

VII. COUNCIL BUSINESS:

VII.1 16-90 To approve a resolution naming specific structures or parks within the City of Cocoa. (Assistant City Manager)

Attachments: File 16-90 Resolution 2016-29.pdf

Riverfront Park.pdf

Fern and Prospect Park.pdf

Cocoa Manor Park.pdf

VII.2 16-124 Approve the requested June 18, 2016 street closure in association with the proposed Juneteenth Special Event. (Community Services Director)

Attachments: road closures 2016.xls
Juneteenth Road Closure.pdf

VII.3 16-130 The owner, Imran Qureshi is requesting the lien be forgiven for the property located at 1201 Tulip Ln. (Community Services Director)

Attachments: 11-211.pdf

VII.4 16-131 The owner, Imran Qureshi is requesting the lien be forgiven for the property located at 1201 Tulip Ln. (Community Services Director)

Attachments: Lien Reduction application.pdf

VII.5 16-138 Consider the donation application of the Marine Resources Council of East Florida, Inc. for their State of the Indian River Lagoon project. (Assistant City Manager)

Attachments: Marine Resources Council City of Cocoa Donation Application.pdf
Marine Resources Council IRS Determination Letter.pdf
Marine Resources Council IRS 990 Form.pdf
Sample IRL Report Card .pdf

VIII. CITY BUSINESS:

VIII.1 15-599 To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Replacement and Installation Services of One Lime Slaker from Water Treatment and Controls, Pensacola, Florida; To Approve a Resolution Amending the FY2016 Budget. (Utilities Director)

Attachments: Res Sole Source Purchase
SS-Dyal-Water treatment and controls3 10 16
Res Budget Amendment
File 15-599 BA Form Resolution 2016-31.pdf
031016REBB Cocoa Slaker Installation
D15-014 Cost Proposal 031016

VIII.2 16-20 Approve a Resolution Amending the FY2016 Budget to Establish the Reserve for Health Insurance (Self-funded Insurance) and to Establish the FY2016 Budget for Fund 530 Health Insurance Fund. (Finance Director)

Attachments: Budget Resolution FY 2016.docx
BAF-UT-Health Insurance Reserve WS (4-12-16) 16-0.pdf
BAF-FN Fund 530 Claims Fees Funding (4-12-16) 16-020.pdf
BAF-FN Fund 530 Reserve (4-12-16) 16-020.pdf
BAF-FN Health Insurance Reserve GF (4-12-16) 16-020.pdf

VIII.3 16-105 To Authorize the City Manager to Approve Change Order #1 to Purchase Order No. 67114 issued to Ace Flow Control, Longwood, Florida, for Additional Testing, Repair, and Replacement Activities Associated with the City's Cross Connection Control Program, Project Number WS13BC, and for City Council to approve a Resolution adjusting the FY2016 Budget. (Utilities Director)

Attachments: CCC Program Ace Budget Update 3 7 16.xlsx
Budget Resolution FY2016
BAF-UT-REPAIRS MAINTENANCE (4-12-16).pdf

VIII.4 16-133 To Approve a Resolution adjusting the FY 2016 Budget, accounting for four firefighters retirement accrual payouts, using a combination of excess overtime budget and Contingency. (Finance Director)

Attachments: Budget Resolution FY 2016.docx
File 16-133 BA Form Resolution 2016-34.pdf

MULTI-YEAR CONTRACTS:

VIII.5 16-97 To Award Bid No. B-16-05-COC, Sellers WRF MCC and Conduit Replacement Project to Chinchor Electric, Inc., of Enterprise, Florida, for Construction of the Motor Control Centers 1 - 6 and Conduit Replacement, Project No. WS1222; To Approve as a Multi-Year Contract from FY2016 through FY2017; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $212,218.20 (10% Contingency); and To Authorize the City Manager to Execute the Contract. (Utilities Director)

Attachments:
- B-16-05-COC Bid Memo
- B-16-05-COC Bid Tabulation
- Res Budget Amendment - MCC Bid Award
- File 16-97 BA Form.pdf
- Resolution Project Contingency - MCC
- Section 500 (signed)

VIII.6 16-101 To approve a multi-year contract Addendum #3 renewal to participate in a cooperative purchase agreement for printing, sorting, stuffing and mailing statement billing for monthly water customers, utilizing the City of Melbourne, Melbourne, Florida service agreement, number 12-133-0-2012 which was awarded by Melbourne City Council to AXIS, INC. on March 15, 2013 and to authorize the City Manager to sign the appropriate contract. (Finance Director)

Attachments:
- Addendum #3 to Service Agreement Contract No. 12-133-0-2012
- Addendum #2 to Service Agreement Contract No. 12-133-0-2012
- Addendum #1 to Service Agreement Contract No. 12-133-0-2012
- Cathedral Service Contract No. 12-133-0-2012
- Amendment #1 to Service Agreement Contract No. 12-133-0-2012
- Melbourne's RFP with Cathedral

VIII.7 16-115 To approve a multi-year addendum to and reinstatement of the Municipal Services Agreement for Emma Jewel Charter School, INC. for student busing services. (City Manager)

Attachments:
- Emma Jewel Charter Academy Addendum 2015.pdf

IX. INFORMATIONAL AGENDA:

IX.1 16-42 Ad Valorem Tax Exemption 2015 Annual Report received from Project Taylor, and affirmed by the Brevard County Property Appraiser. (Community Services Director)

Attachments:
- 2015 AVT Annual Report (Project Taylor).pdf

IX.2 16-132 New local business tax receipts. (Community Services Director)

Attachments: 4-12-16 New local business tax receipts.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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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.

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review. This is a public meeting. All interested parties may attend. 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.

Legislation Details (With Text)

File #:	16-120	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/28/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 12, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-12-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2016
Agenda Date: April 12, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 12, 2016, 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, 2016, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: April 12, 2016	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of April 12, 2016 (16-120)
2. Minutes: (a)Regular Meeting of March 8, 2016 (16-121)
   (b)Regular Meeting of March 22, 2016 (16-122)

III. AWARDS AND PRESENTATIONS:

1. Proclamation-proclaiming the month of April 2016 as "Water Conservation Month". (16-123). (Utilities Director)

2. Sister City Presentation. (16-103). (City Manager)

3. LEAD Brevard presentation on the Cocoa Community Survey Project. (16-80). (Assistant City Manager)

4. SR 520 Corridor Planning and Concept Development Study presentation. (16-102). (Community Services Director)

IV. DELEGATIONS:

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

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

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

V. CONSENT AGENDA:

1. Approve a Resolution adopting the State Fiscal Year (SFY) 2016-2019 Local Housing Assistance Plan (LHAP) and submission of the LHAP to the Florida Housing Finance Corporation for approval by the State. (16-74). (Community Services Director)

2. Approve 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. (16-108)

3. Approve Task Order 2016-73 with CH2M Hill Engineers, Inc. for SCADA Support for routine maintenance and On-Call services of the Wonderware Archestra SCADA System, Project No. WS1117. (16-109). (Utilities Director)

4. To award Bid No. B-16-09-COC, Filter Media Removal and Replacement to Petticoat-Schmitt, 6380 Phillips Highway, Jacksonville, FL 32216, for the Removal and Replacement of Filter Media at the Dyal Water Treatment Plant; to authorize the City Manager to execute the contract. (16-110). (Utilities Director)

5. Award Bid No. B-16-11-COC, Viera Pump Station Stairs, to Crom Engineering & Construction Services, Gainesville, Florida, for the purchase and installation of a stairway at the Viera Pump Station; to Authorize the City Manager to execute the contract. (16-112). (Utilities Director)

6. Award Bid No. B-16-03-COC, Fleet Garage Addition, to Parkit Construction, Inc. of West Melbourne, for the expansion of the Cocoa Fleet Building, Project # CP11FS in the amount of $265,900.00; Approve a Resolution to amend the FY 2016 budget; and Approve a Resolution to authorize the City Manager to approve change orders not to exceed $10,000 for a total project cost of $275,900. (16-114). (Public Works Director)

7. Approval for the use of Tech Systems, Inc, as the roofing contractor for the Harry T. Moore Project (PW15HT) utilizing the Brevard County Purchasing Contract in the amount of $56,700; to Authorize the City Manager to approve change orders up to 10% of the project, not to exceed $5,670, bringing the total to $62,370. (16-119). (Public Works Director)

8. Approve a Resolution amending the FY 2016 Budget and approve the Interlocal Agreement between the City of Cocoa and the Diamond Square Community Redevelopment Agency in the amount of $25,000 for the Redevelopment Funding Contribution. (16-129). (Community Services Director)

9. Authorize the City Manager to sign Amendment #1 to Task Order 2016-16 (change order #1 to P.O. 67682) with Architects Design Group (ADG) for the addition of the Emergency Operations Center (EOC) design services for the Fire Headquarters/Administration Station on Dixon Blvd. (Project CP16F1); Authorize the City Manager to approve the change order for the EOC design services in the amount of $50,955. (16-135). (Public Works Director)

10. To provide approval for the City to apply for the St. Johns River Water Management District Cost-Share Program. (16-136). (Public Works Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 05-2016/ 2nd and Final Reading: Final Renewal of the Multi-Year Solid Waste Contract, with Modifications to Terms, with Waste Management for a period of Five (5) Years. (16-117). (Public Works Director)

2. Ordinance No. 01-2016/2nd and Final Reading: Amending Sec. 14-11 of the City Code related to anchoring, mooring and docking of vessels at Riverfront Park. (16-128). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Approve a Resolution establishing the naming of certain parks and structures within the City of Cocoa. (16-90). (Assistant City Manager)

2. Approve the requested June 18, 2016 street closure in association with the proposed Juneteenth Special Event. (16-124). (Community Services Director)

3. Consideration of a Code Enforcement Lien Reduction for the property located at 1201 Tulip Lane, CE 11-211, owner Imran Qureshi. (16-130). (Community Services Director)

4. Consideration of a Code Enforcement Lien Reduction for the property located at 1201 Tulip Lane, CE 15-442, owner Imran Qureshi. (16-131). (Community Services Director)

5. Consideration of a Donation Application of the Marine Resources Council of East Florida, Inc., for their State of the Indian River Lagoon Project. (16-138). (Assistant City Manager)

VIII. CITY BUSINESS:

1. Approve a Resolution waiving the Competitive Bidding Process for the purpose of making a Sole Source Purchase of Replacement and Installation Services of One Lime Slaker from Water Treatment and Controls, Pensacola, Florida; to Approve a Resolution amending the FY 2016 Budget. (15-599). (Utilities Director)

2. Approve a Resolution amending the FY 2016 budget to establish the Reserve for Health Insurance (Self-Funded Insurance) and to establish the FY 2016 budget for Fund 530 Health Insurance Fund. (16-20). (Finance Director)

3. Authorize the City Manager to approve Change Order #1 to Purchase Order No. 67114 issued to Ace Flow Control, Longwood, Florida, for Additional Testing, Repair, and Replacement Activities associated with the City's Cross Connection Control Program, Project Number WS13BC; and Approve a Resolution adjusting the FY 2016 Budget. (16-105). (Utilities Director)

4. Approve a Resolution adjusting the Fiscal Year 2016 budget, accounting for four Firefighters retirement accrual payouts, using a combination of excess overtime budget and contingency. (16-133). (Finance Director)

MULTI-YEAR CONTRACTS:

5. To Award Bid No. B-16-05-COC, Sellers WRF MCC and Conduit Replacement Project to Chinchor Electric, Inc., of Enterprise, Florida, for construction of the Motor Control Centers 1-6 and Conduit Replacement, Project No. WS1222; to Approve as a Multi-Year Contract from FY2016 through FY2017; to Approve a Resolution amending the FY 2016 budget; to Approve a Resolution authorizing the City Manager to approve change orders in an amount not to exceed

$212,218.20 (10% Contingency); and to authorize the City Manager to execute the contract. (16-97). (Utilities Director)

6. To approve a Multi-Year contract Addendum #3 renewal to participate in a Cooperative Purchase Agreement for printing, sorting, stuffing, and mailing statement billing for monthly water customers, utilizing the City of Melbourne, Melbourne, Florida service agreement, number 12-133-0-2012 which was awarded by Melbourne City Council to AXIX, INC., on March 15, 2013; and to authorize the City Manager to sign the appropriate contract. (16-101). (Finance Director)

7. To approve a Multi-Year addendum to and reinstatement of the Municipal Services Agreement for Emma Jewel Charter School, Inc. for student busing services. (16-115). (City Manager)

IX. INFORMATIONAL AGENDA:

1. Ad Valorem Tax Exemption 2015 Annual Report received from Project Taylor and affirmed by the Brevard County Property Appraiser. (16-42). (Community Services Director)

2. New local business tax receipts. (16-132). (Community Services Director)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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

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Legislation Details (With Text)

File #:	16-121	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/28/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of March 8, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-08-2016 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2016
Agenda Date: April 12, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of March 8, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of March 8, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

MARCH 8, 2016

A regular meeting of the Cocoa City Council was held on Tuesday, March 8, 2016, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:02 pm.

Councilman Blake provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Assistant City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Michael C. Blake	Councilman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	Matt Fuhrer	Assistant City Manager
	John Titkanich	City Manager
	Angela Ferguson	Assistant City Clerk
ABSENT:	Tyler Furbish	Councilman

STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Teri Butler, Finance Director; Mike Cantaloupe, Chief of Police; Ed Wegerif, Public Works Director; Steve Belden, Community Services Director; Tammy Gemmati, Administrative Services Director; Gene Prince, Fire Chief; Jonathan Lamm, Deputy Fire Chief; and Chris Perry, Desktop Support Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of March 8, 2016 (16-71)
2. Minutes: (a)Regular Meeting of February 9, 2016 (16-72)
   (b)Town Hall Meeting of February 16, 2016 (16-73)

- **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve the Agenda for the regular meeting of March 8, 2016, the Minutes for the Regular meeting of February 9, 2016 and the Town Hall Meeting of February 16, 2016 as presented.**

  AYES: Parrish, Boisvert, Blake, Warner

  THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Lawrence Sinclair, 1052 Mitchell Street, advised he was still working on 507 N. Georgia has been cleaned up and hopefully by the next Council meeting he will have something to report but stated it would not be demolished. He advised that 409 N. Fiske Blvd is completely rehabbed and will be a rental property for a family of six from North Carolina that he brought to the area like Council had mentioned they'd like to see. He confirmed there are about three homes he is working on.

Paul Kamus, 16 Olive Street, briefly mentioned that he reviewed the Cocoa Connection newsletter and that it contained great news inside and that he received his calendar. He expressed his appreciation for the work and service that the city provides. He spoke about the prayer breakfast that he attended on Friday and advised it was great to see Councilwoman Warner there. He spoke about his former elementary school principal, James. J. Clark and understood the opposition that he experienced as an educator trying to impress on students his acceptance of God and Jesus as his savior. He advised he is here to speak from his heart. He commended the City's work on the wooded area on South Fiske south of the fire station that was cleaned up. He mentioned that at the August District 2 meeting he had asked for the City to install two new booster reels on the

pumper truck. He had an opportunity to show the Mayor and Councilman Furbish the benefits of the pumper truck. Mr. Kamus asked Council on the status of his request.

Chief Prince noted that when the booster reels were first mentioned, the trucks were already designed and that there were other issues that came about. It came down to a cost factor as the reels were fairly expensive; therefore, it was decided to leave it alone.

Mr. Kamus summed up his statement that if when things don't go the way he would like that he goes to prayer. He expressed his hope that the City will find a way to come up with the funding.

V. CONSENT AGENDA:

1. Approve participation in a Cooperative Purchase Agreement for Cured in Place Pipe Lining, to line various sizes and lengths of drainage pipes on Rosa L. Jones, E. Sherwood Circle, London Blvd., S. Sherwood Circle, and Michigan Ave., and Rice Dr., utilizing Polk County Bid #14-227 which was awarded April 14, 2014 and to authorize a purchase order to Layne Inliner LLC. (16-67). (Public Works Director)

- **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 04-2016/1st Reading: Changing the zoning map designation of one (1) parcel of property containing ± acres from RU-2-15 (Multiple Family Residential) to C-G (General Commercial). (16-68). (Community Services Director)

Attorney Garganese read the Ordinance into the record by title only, as follows, advising this is the first reading of the ordinance.

ORDINANCE 04-2016

AN ORDINANCE OF THE CITY COUNCIL OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPRTY TOTALING 1.77 ACRES, MORE OR LESS, GENERALLY LOCATED ON THE EAST SIDE OF CLEARLAKE ROAD, APPROXIMATELY 250 FEET SOUTH OF THE CLEARLAKE/UNIVERSITY BOULEVARD INTERSECTION, COCOA, FLORIDA, MORE PARTICULARILY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-2-15 (MULTIPLE FAMILY DWELLING) TO C-G (GENERAL COMMERCIAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Belden indicated this ordinance is for the Clearlake Isles project that Council previously approved. It would divide the property into 2 parcels, the back parcel being for the elderly housing project and the front of the property will be commercial piece for future development. The property is currently being marketed. The property is currently zoned RU 215 and the zoning needed to be changed for the front portion to general commercial (GC) zoning designation as indicated by Attorney Garganese. He asked Council if there were any questions.

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

- **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve Ordinance N. 04-2016 on first reading.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

1. Ordinance No. 03-2016/1st Reading: Amending Appendix A, Zoning, to define craft breweries and to allow craft breweries with a bar/lounge area as an accessory use in the C-C (Core Commercial) zoning district. (16-69). (Community Services Director)

Attorney Garganese read the Ordinance into the record, by title only, as follows, advising this is the first reading of the ordinance.

ORDINANCE NO. 03-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE TO DEFINE CRAFT BREWERIES AND TO ALLOW CRAFT BREWERIES, WITH A BAR AND/OR LOUNGE AREA AS AN ACCESSORY USE, IN THE C-C ZONING DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

Mr. Belden provided background on the ordinance and advised that the applicant was here tonight. Christopher Hughes, owner of The Dirty Oar, 2310 Papaya Place, Merritt Island, came before him with the request. The applicant has a specific location which he would like to operate, and it is secured at this time.

He advised this is a special exception use in the code and any other proposed craft brewery in the future would have to go before the Board of Adjustment.

This exception includes the outside production of beer only, the bar and lounge area should not exceed 50% of the total square footage of the establishment, they may only serve beer and wine, no other alcohol consumption shall be permitted on site, and materials and supplies shall be stored in an enclosed structure.

Councilman Blake asked the location of the brewery. In response, Mr. Belden s stated that the proposed location is 331 W. King Street, the orange building next to Norman's Grill.

Councilwoman Warner mentioned it was in the location that Rocket City Retro formally occupied.

Councilman Blake indicated he was aware of other similar businesses that served alcohol in that building and he knows that there is no doubt that they will be good, respectable neighbors.

Mr. Belden assured Council that other conditions could also be imposed to protect surrounding properties if need be.

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

- **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the first reading of Ordinance No. 03-2016.**

  AYES: Parrish, Boisvert, Blake, Warner

  THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. COUNCIL BUSINESS:

1. Approve the Appointment of David H. Jollay as a Regular member of the Utilities Advisory Board through November, 2017. (16-75). (Administrative Services Director)

- **MOTION to by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve the appointment of David H. Jollay as a Regular member of the Utilities Advisory Board through November, 2017.**

  AYES: Parrish, Boisvert, Blake, Warner

  THE MOTION CARRIED UNANIMOUSLY (4-0)

  Council welcomed Mr. Jollay and thanked him for coming.

  Mayor Parrish stopped the meeting to apologize to Mr. Lanni for not seeing his delegation card and allowed him to speak.

  Ed Lanni, 939 N. Indian River Drive, Cocoa, mentioned a couple of meetings ago, Councilman Furbish spoke about the homeless, veterans included. He said that while he was at the park, he noticed about thirteen homeless sitting around and it hit home for him, as he was homeless once in New York and knows what it was like. He stopped to talk to a vet in front of his house, and gave him a bike that was later stolen and noted he replaced that one as well.

  He wanted to know if there was something that the City could do. He thought perhaps going to an owner and asking for space for the homeless which would give them a place to sleep, bath, get them to work, etc., instead of them being in front of the library. There is something that could be done and wants it taken into consideration. He referenced the building next to Norman's Bar and Grill as a possible location.

Mayor Parrish agreed it was a problem.

2. Consideration of a Code Enforcement Lien Reduction for the property located at 809 Washington Street, CE 14-571, owner Pedro Mendoza. (16-76). (Community Services Director)

Mr. Belden advised that a Code Enforcement Board hearing was held on November 20, 2014, the board found the owner, US Bank NA, in violation of the following: Section 6-1001(g), Accessory Structure (fence); Section 6-1003(m), Windows.

The board provided the owner sufficient time to correct the violations. Consistent with the Code Enforcement Board's order, a lien was recorded against the property effective December 5, 2014 for $ 50 per day until compliance was achieved on December 4, 2015. The total of the lien is $18,200 and the current owner wants the lien reduced to $3,200.

Staff recommended to the Code Enforcement Board at the February 18, 2015 meeting to reduce the lien to $1820. The Board unanimously agreed to reduce the lien to $1820. Staff recommends that Council follow the Code Enforcement Board's recommendation and reduce the lien to $1820, 10% of the total amount of the lien.

- **MOTION by Councilwoman Warner; Seconded by Councilman Blake, to approve the reduction of the Code Enforcement Lien (14-571) for 809 Washington Street to $1820.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Consideration of a Code Enforcement Lien Reduction for the property located at 1040 Willow Lane, CE 11-208, owner Ventures Trust 2013-I-NH. (16-77). (Community Services Director)

Mr. Belden advised that a Code Enforcement Board a public hearing was held on May 19, 2011. The board found the owner, Country Wide Home Loans, in violation of the following: Section 6-1001(g), Accessory Structure; Section 6-1003(b), Protective Treatment.

The board provided the owner sufficient time to correct the violations. Consistent with the Code Enforcement Board's order, a lien was recorded against the property effective June 20, 2011, and ran for $ 100 per day and ran from June 20, 2011 until compliance was achieved on August 31, 2012. The current owner, Venture's Trust 2013 is requesting the lien to forgive the lien.

Staff recommended to the Code Enforcement Board reduce the lien to $500 at the February 18, 2015 meeting. The board unanimously agreed to reduce the lien to $500. Staff recommends that Council follow the Code Enforcement Board's recommendation and reduce the lien to $500.

Councilman Blake inquired if the $500 would cover administrative costs and fees.

Mr. Belden responded in the affirmative.

- **Motion by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the reduction the Code Enforcement Lien (11-208) for 1040 Willow Lane to $500.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. Approve Task Order 2016-14 with Jobear Contracting, Inc. for the West Point Drive Manhole Replacement and Victor Road Sewer Repair, Project No. WS1412; to Approve a Resolution amending the FY 2016 budget. (16-45). (Utilities Director)

Mr. Walsh introduced the item.

- **Motion by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. New local business tax receipts. (16-81). (Community Services Director)

X. REPORTS:

Mr. Wegerif provided an update to Council on the TPO, the Citizens Advisory Committee, and the Technical Advisory Committee meetings that were held on Monday morning. There were two items on the agenda that were related to Cocoa: the All Aboard Florida station location, and the Clearlake Road project were both approved to go to the TPO board Thursday morning. The City put forth four locations, along with a fifth joint location with Rockledge, in regards to the All Aboard Florida project. They were: Rosa L. Jones Avenue, Plaza Parkway, South of Michigan, a location behind Walmart south of SR 528, and one location north of SR 528.

Mayor Parrish asked what the number one location was.

In response, Mr. Wegerif advised that preferred location per the consultant was the location behind Walmart.

Mr. Wegerif noted that on Saturday morning TPO staff met with the All Board Florida President and recommended putting forth three preferred locations, not one. The Cocoa/ Rockledge location, and the two north and south of 528.

Mayor Parrish asked if Council approved that. Mr. Wegerif indicated that they had, and advised that there was a lot of discussion on it and a couple of nay votes from the Citizen Advisory committee members from Melbourne.

Mayor Parrish indicated that he knew of a campaign in Melbourne to vote against it.

Deputy Mayor Boisvert asked if they could expect anything regarding this at the TPO board on Thursday, and in response, Mr. Wegerif indicated that further discussion probably would occur.

Mr. Wegerif reiterated that the purpose of the study was to recommend locations for All Aboard Florida and that there would be a meeting Thursday for final recommendation. Mr. Wegerif, Councilwoman Warner, and City Manager Titkanich confirmed they would be in attendance. Councilwoman Warner would be serving as backup.

Mr. Wegerif confirmed that the meeting would be held in the Posey Conference Room at the Health Department in Viera.

Mayor Parrish voiced his concern regarding Melbourne's campaign to bring the train to their city and highlighted the Space Center and the Port He wants to make sure everyone is aware of that.

Mr. Wegerif asserted that based on the CAC and the TAC recommendations were that the train station will be in Cocoa.

Mayor Parrish wanted to make sure that Cocoa is represented at the meeting.

Mr. Wegerif reported that at the same meeting, the recommended build alternative for Clearlake Road was approved to go to the board.

In regards to All Aboard Florida, Mayor Parrish felt that Site 3 was the site.

Mr. Wegerif expressed this was a big deal and either way, there is good access to all sites.

Councilman Blake agreed.

Mr. Wegerif reported that Peachtree Street is coming along. The curbing and gutters are being finished, and the pavement recycling is coming along. He indicated the end is in sight.

Councilman Blake asked if the Diamond in the Square emblem would be on the street sign.

In response, Mr. Wegerif stated that Diamond in the Square would be at the sign location of Fiske Boulevard and Peachtree Street. .

Councilman Blake asked about the existing lights and if they would be enhancing the wattage for better vision.

Mr. Wegerif indicated yes, and that there is a proposal in with FPL to remove the old lights and put up new white LED lights. The lights would be maintained by FPL for their life.

Chief Cantaloupe apologized for not having a report at the Council meeting lately due to some inconsistencies in crimes stats. They have been working on correcting them.

He informed Council of the Breakfast with the Chief event at 8 am Thursday, at the Civic Center and asked all to come if availability permitted.

Chief Prince provided an update on the progress of the fire station designs and mentioned that everyone at ADG is hard at work. A future report will be forthcoming.

Mr. Walsh spoke of the recent issues regarding water quality in Flint, Michigan and that Ms. Martinez and Ms. Senger had compiled a video in which he addressed citizen concerns about water safety in a general, non-technical way. He thanked Ms. Martinez and Ms. Senger for their work and advised that a link to the video can be found on the City's webpage.

Ms. Gemmati reported that the current employment opportunities are located on the City website and that persons can call or come into City Hall if they needed assistance completing the online application.

City Manager Titkanich informed Council of the recent acquisition of the trailer park property. He also reported that the legislative session ends March 11 and two of the three city requests are included in the budget that will be presented to the Governor.

Mayor Parrish asked how long the Governor has to approve the items.

City Manager Titkanich responded around thirty days but he would seek confirmation.

City Manager Titkanich announced that a Utilities Workshop would be held March 30 and an Executive Work Session would be held immediately following.

City Manager Titkanich polled Council regarding a start time of 5:30 p.m. for the meeting.

It was a CONSENSUS that the meeting would be held at 5:30 p.m.

City Manager Titkanich indicated he had received an e-mail from Space Coast Women in Defense announcing $1000 scholarship opportunities for female high school graduates and undergraduates in the STEM fields. He advised Ms. Senger will link it on the website to increase the opportunities for the students in Cocoa.

Councilwoman Warner relayed that the YMCA fundraiser breakfast on Friday was great, the speaker was great, and there was a wonderful turn out of community leaders. She indicated as usual, Leroy Darby did fabulous as the MC as he had done in the past.

Councilman Blake reported that he and Mayor Parrish had the opportunity to attend the baseball grand opening season at Stradley Park. Bob Weigel, Little League President had a park named in his honor. A great time was had with an excellent turn out, and everyone looked great. He stated that if you dress for success you will act successful.

Councilman Blake mentioned he attended an event at the Black History Project at the Crowne Plaza where General Cotton of Patrick Air Force was present. He further noted that he was also attended an Omega Psi Phi event in which Palm Bay Mayor William Capote was the speaker. In addition, he attended an event hosted by Debra Dukes at Provost Park with the Mayor and noted there will be future events discussed for the park and asked for citizens to be involved.

Councilman Blake inquired about the sidewalk that runs east and west at Berkshire and indicated that there is no continuation of the sidewalk intersecting with U.S. 1 so it should be addressed.

In response, Mr. Wegerif said that he had been exchanging emails with the FDOT contractor on this issue and that the contractor had turned adversarial and is not authorizing any extra work until the U.S. 1 job finishes and then it can be revisited to see if it was feasible. Further, he indicated that it may not be possible to extend the sidewalk on the north side due to the slope but they will look at it.

Councilman Blake expressed its importance and stressed it was a safety issue.

Mr. Wegerif offered some alternatives such as ending the sidewalk and a pedestrian crosswalk on the south side and a retaining wall.

Councilman Blake asked for collaboration with the homeowners and Mr. Wegerif said it would be in FDOT's hands at the moment.

Councilman Blake advised to be fair and equitable and that a sidewalk would be appreciated.

In response, Mr. Wegerif, said it would be looked at.

In closing, Councilman Blake wished Councilman Furbish well, welcomed his father home from the hospital and to buy local, spend local, and keep it local.

Mayor Parrish said the Little League opening day had a great turn out, that he was watching the legislative agenda closely, and that he walked Lake Drive with the County Commissioner on Friday and relayed that he was also in favor of improving sidewalks, lights etc. He indicated that there may be something in the County's October budget for the improvements.

Lastly, he spoke of Lee Wenner Park being the Port of Cocoa and that Cocoa has the County's support and mentioned that the All Aboard Florida meeting on Thursday should be great. He asked that the citizens of Cocoa, especially longtime residents, to help promote the city, stay positive, and to bring their concerns to him. He advised Cocoa has great assets, a great location, the best people and to look for great things in the future.

XI. ADJOURNMENT.

- **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to Adjourn the Regular meeting of March 8, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 6:53 p.m.

_____

Henry U. Parrish III, Mayor

Respectfully Submitted,

_____

Carie Shealy, City Clerk
(Transcribed by Angela Ferguson, Assistant City Clerk)

Legislation Details (With Text)

File #:	16-122	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/28/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of March 22, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes_03-22-2016.pdf EXHIBIT A Economic Baseline Analysis Final_without_Notes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2016
Agenda Date: April 12, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of March 22, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of March 22, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

March 22, 2016

A Regular meeting of the Cocoa City Council was held on Tuesday, March 22, 2016, in City Council Chambers, located at 65 Stone Street, in Cocoa, FL as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:06 p.m.

Chief Prince provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll:

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Brenda Warner	Councilwoman
	Kim Kopp	Assistant City Attorney
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	Michael C. Blake	Councilman (arrived at 6:13 p.m.)
	Tyler Furbish	Councilman (arrived at 6:09 p.m.)

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Ben Hayner, Acting Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Joan Junkala, Economic Development Manager; Chris Perry, Desktop Support Specialist; Jonathan Lamm, Deputy Fire Chief; Susan McGrady, CRA Program Manager; Gail Bantugan, Leisure Services Manager; Jessica Dovale, Utilities Customer Service Manager; Samantha Senger, Public Relations Specialist; and Tony Jones, Fleet Manager.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of March 22, 2016 (16-86)
2. Minutes: Regular Meeting of February 23, 2016 (16-87)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to amend the agenda for the Regular meeting of March 22, 2016, and requested that Item III.2 be presented first and Item III.1 be presented second under Awards & Presentations.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda as amended for the Regular meeting of March 22, 2016, and the Minutes as written for the Regular meeting of February 23, 2016.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation of the Economic Base Analysis final report conducted by The Balmoral Group. (16-40). (Community Services Director)

Mr. Belden introduced Craig Diamond, who provided a presentation[1] on the Economic Baseline Analysis for the City of Cocoa. He thanked Joan Junkala and her staff for providing support during this process, along with the City Manager. This was information that could be converted into information that the City could utilize.

Mr. Diamond advised that the baseline analysis goal was to provide a framework for the City to refine its economic development efforts. By doing this it would help the City in determining the economic climate of the City, identify challenges, and develop a strategy for improvement.

[1] EXHIBIT A: Economic Baseline Analysis presentation

Furthermore, it would incorporate an analysis of Strengths, Weaknesses, Opportunities, and Threats (SWOT) and identify the key merits of doing business in the City.

Mr. Diamond noted that a number of tools were used in the analysis and spoke about them in detail Community input was also used and outcomes were discussed.

He believed that in terms of population, things were looking up for the City and he discussed the strengths and weaknesses of the analysis in detail.

Demographics, socio-economics, employment, firm size, business expansion, and business perceptions were all discussed.

A detailed breakdown of the SWOT analysis was provided in regards to the corridors of the City: Clearlake Road, US 1 & SR 520, and SR 524 & SR 528.

In closing, Mr. Diamond provided their recommendations and three concentrations which were to focus recruitment and expansion efforts in areas of competitive advantage, continue investment in infrastructure along key corridors, and continued investments in "soft" infrastructure, particularly in disadvantaged neighborhoods.

He thanked Council for allowing him to present.

Mayor Parrish thanked him and pointed out that some of Clearlake Road was in the county and the city was in talks with the county to do some joint efforts for improving the area.

City Manager Titkanich thanked the Balmoral Group and commended the Economic Development staff in working with the group. He also thanked outside businesses and committees for their input and participation. All of this goes along with the strategic planning process and he stressed that it was a good think.

1.2. Tank of the Year Presentation by Tnemec Company. (16-78). (City Manager)

Representatives from Tnemec presented an award to the City of Cocoa for winning the 2015 Tank of the Year contest.

Mr. Doug Hanson of Kansas City, noted that he had been doing this for ten years and believed with the patriotic image on the tank and all who were involved, that Cocoa had a great system. He was proud to be in Cocoa to recognize the City.

City Council thanked them both for coming and the Mayor advised that the City was honored and excited to participate in the contest. He further noted that others wanted colored LED lights installed, but he wanted them to remain the same so that it did not alter the colors of the flag.

Councilwoman Warner provided a brief history about the flag on the tank, mentioning that in 1976 a gentleman painted it for free. He was an immigrant and was so excited about being an American that he did it at no cost. He was from Greece and she thought it was nice of him to do that.

IV. DELEGATIONS:

Paul Kamus, 116 Olive Street, Cocoa, thanked Council for their service. He mentioned the trash bash and thought it would be a fun event. He mentioned a book he just finished reading by Pat Williams and another by the speaker at the Economic Development Breakfast. He spoke about the possibility of having a contest at the Trash Bash between Council and staff, if they could borrow engines 30 or 31. He felt a competition could be held on how to dismantle hoses and to put them back on. In addition, he spoke about the purchase of booster reels, advising it would cost about $15,000. He broke down the amount and how staff could find the funds to pay for them.

Lawrence Sinclair, 1052 Mitchell Street, 507 N. Georgia, pointed out that Orange Valley has closed on the property he is working on and it would soon be brought up to code. He assured all that the house will not have to be demolished. He spoke in furtherance about the collectible sale that he was planning and noted that Chief Cantaloupe was helping him out on this. He encouraged all to see “Sugar” at the playhouse and thanked staff for straightening out his email problem.

V. CONSENT AGENDA:

1. Authorize the City Manager to sign Amendment #2 to Task Order 2013-43 with CH2M Hill for Engineer of Record Services for the Claude H. Dyal Water Treatment Plant Liquid Oxygen (LOX) Conversion, Project No. WS1113; to Approve a Resolution authorizing the City Manager to approve and execute

change orders to the Primary Construction Contract and any additional service contracts related to the completion of the project regarding the Claude H. Dyal WTP Liquid Oxygen (LOX) Conversion Project. (16-84). (Utilities Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 04-2016/2nd & Final Reading: Changing the zoning map designation of one (1) parcel of property containing ± 1.77 acres from RU-2-15 (Multiple Family Residential) to C-G (General Commercial). (16-99). (Community Services Director)

Assistant City Attorney Kopp, read Ordinance No. 2016-04 into the record, by title only, as follows. She advised that this was the second and final reading.

ORDINANCE NO. 04-2016

AN ORDINANCE OF THE CITY COUNCIL OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPRTY TOTALING 1.77 ACRES, MORE OR LESS, GENERALLY LOCATED ON THE EAST SIDE OF CLEARLAKE ROAD, APPROXIMATELY 250 FEET SOUTH OF THE CLEARLAKE/UNIVERSITY BOULEVARD INTERSECTION, COCOA, FLORIDA, MORE PARTICULARILY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-2-15 (MULTIPLE FAMILY DWELLING) TO C-G (GENERAL COMMERCIAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

In addition, Mr. Belden advised that this was in regards to the property on Clearlake Road across from Eastern Florida State College. This was for the front portion which would be commercial.

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

*** MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve Ordinance No. 04-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilman Blake asked for clarification on if military men and women could dwell in that development. Mr. Belden responded in the affirmative pointing out if they met the age/income qualifications as it was a 50+ community.

2. Ordinance No. 03-2016/2nd & Final Reading: Amending Appendix A, Zoning, to define craft breweries and to allow craft breweries with a bar/lounge area as an accessory use in the C-C (Core Commercial) zoning district. (16-100). (Community Services Director)

Assistant City Attorney Kopp read Ordinance No. 03-2016 into the record, by title only, as follows. She advised it was second and final reading of the ordinance.

ORDINANCE NO. 03-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE TO DEFINE CRAFT BREWERIES AND TO ALLOW CRAFT BREWERIES, WITH A BAR AND/OR LOUNGE AREA AS AN ACCESSORY USE, IN THE C-C ZONING DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

Mr. Belden reiterated that this was the second and final reading and that this was applicant driven and that the applicants were in attendance. They initiated another request for an amendment to the ordinance and that would be going to the Board of Adjustment meeting next month. It pertains to the core commercial zoning district at this time.

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

City Manager Titkanich added that an amendment was being processed that would go before the Planning and Zoning Board at their April meeting. It would change the zoning of the CBD district. He advised that it would be a similar

amendment to the Code, but they could not amend this ordinance because it was not what this one was about. He reiterated that it would be at the April Planning & Zoning Board meeting and then at the Council meeting immediately following.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve Ordinance No. 03-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Approve the requested 2016 Street Closures in association with the proposed Special Events. (16-85). (Community Services Director)

Mr. Belden advised that this was a request for upcoming street closures and reminded Council of the recently adopted street closure ordinance. He provided the upcoming street closure requests and noted that after all of these were approved, there would be a total of 15 days used out of the allowed 24. The 15 includes 11 ½ days from the approved ones tonight and the previous 3 ½ days that had already been approved.

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilman Furbish believed this new method was simpler. Mr. Belden concurred.

Councilman Blake clarified that the MLK march that is held annually would not cause a conflict. In response, Mr. Belden pointed out that was a parade required only the City Manager's approval. City Manager Titkanich added that because it was a state road, the state was the permitting authority.

VIII. CITY BUSINESS:

1. Approve a Resolution adjusting the FY 2016 Budget and approve the participation in a Cooperative Purchasing Agreement with The Florida Sheriffs Association of Counties contract #15-13-0904 for the purchase of unbudgeted capital. (16-88). (Public Works Director)

   Mr. Wegerif provided information on the item mentioning that the purchase was for a new sewer Vac Tron. The existing truck came to fleet and it was noticed that there was a significant amount of rust and it posed a safety issue. This was a very essential piece of equipment for the sewer department.

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNAIMOUSLY (5-0)

2. Approve a Resolution adjusting the FY 2016 Budget using Contingency to cover the increase payments to the CRA's for the adopted millage of 5.9790. (16-89). (Finance Director)

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Ordinance No. 05-2016/ 1st Reading: Final Renewal of the Multi-Year Solid Waste Contract, with Modifications to Terms, with Waste Management for a period of Five (5) Years. (16-91). (Public Works Director)

   Assistant City Attorney Kopp read Ordinance No. 05-2016 into the record, by title only as follows, and advised that this was the first reading of the ordinance.

ORDINANCE NO. 05-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ADOPTING A SECOND ADDENDUM TO THE SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF COCOA AND WASTE MANGEMENT INC. OF FLORIDA; AMENDING THE CITY CODE CHAPTER 9 HEALTH AND SANITATION, ARTICLE II SOLID WASTE, DIVISION 1 SOLID WASTE FRANCHISE TO INCORPORATE CERTAIN PROVISIONS ON THE SECOND ADDENDUM INTO THE CITY CODE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Councilman Furbish clarified that single stream recycling was in the contract. In response, Ms. Reider-Hicks advised that it would be about 2-3 months for delivery but it was in the contract. Mr. Wegerif noted that after the second reading and approval of the ordinance they could begin production of the receptacles.

* **MOTION by Councilman Furbish; Seconded by Councilman Blake, to approve Ordinance No. 05-2016 on first reading.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve a Resolution to amend the FY 2016 Budget to transfer funds from Contingency; to Authorize the City Manager to Sign Task Order #2016-11 with Water Resource Associates, Inc. under the Water Resource Consultant Services Agreement Amendment #3 for the review of the City of Cocoa Utility Meter and Billing Management. (16-96). (Finance Director)

City Manager Titkanich presented the item, reminding Council of a former customer who had come before them at a meeting with utility concerns. He advised that attached to the agenda item was a memo and background information that provides an overview on the meter reading system along with findings on the customer's complaint. He stressed that staff wanted customers to be confident in the meter billing services. Furthermore, they wanted to ensure that policies were being followed and wanted to make sure that meter testing was accurate. Having an audit on this system would also provide an integrity check

on the city. The item was asking for a budget amendment and the approval of a Task Order for WRA.

Councilman Furbish believed that this was something that needed to be done. He felt that it was a little expensive, but hoped it would fix it.

Mayor Parrish felt it showed that the city was responsible.

City Manager Titkanich thanked Ms. Dovale, Utilities Customer Service Manager, stating that she had done an exemplary job in providing backup information. He knew that the consultant would be very appreciative. John thanked Ms. Dovale and noted she had done an exemplary job in doing the backup information as well.

Councilman Blake liked that the City was remaining proactive and supported this initiative.

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve a Resolution and the submittal of an application for the 2016 Florida Inland Navigation District (FIND) Waterway Assistance Program for Fiscal Year 2017 to assist in funding the construction of the Cocoa Riverfront Connector and approve a Resolution authorizing the City Manager to finalize and execute the Landscape/Hardscape Construction and Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT) for the construction of the Cocoa Riverfront Connector and to the extent necessary, authorize the City Manager to seek additional approvals from the State to complete the Connector Project. (16-104). (Community Services Director)

Mr. Belden presented the item and explained what the item entailed and pointed out that grant applications were due on April 1, 2016. $187,500 would be sought in grant funding with 100% match from the Cocoa RDA. Other funding for the project would be in the 2017 budget.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Parrish believed this was a step in the right direction.

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Ad Valorem Tax Abatement 2015 Annual Report received from Paragon Plastics, Inc., and affirmed by the Brevard County Property Appraiser. (16-41). (Community Services Director)

2. Ad Valorem Tax Abatement 2015 Annual Report received from Diamondback CNC, LLC, and affirmed by the Brevard County Property Appraiser. (16-70). (Community Services Director)

3. Monthly Incident Fire Summary Report. (16-82). (Fire Chief)

4. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 02/29/2016. (16-82). (Finance Director)

5. Estimated and Actual income and expenses to date. (16-92). (Finance Director)

6. 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. (16-93). (Finance Director)
7. FY 2016 Budget Adjustment Report. (16-94). (Finance Director)

8. New Local Business Tax Receipts. (16-95). (Community Services Director)

9 . Review of the Employee Health Center usage report provided by CareATC. (16-98). (Administrative Services Director)

X. REPORTS:

Ms. Shealy advised that she was currently in contact with SCLC about the Ethics training and noted that other city clerks had mentioned that their council's members would be interested in attending if we host a training.

Mr. Hayner mentioned that almost all of the repairs on the water tank were complete.

Mr. Belden advised that the work had started on trimming the mangroves at lee Wenner Park and they expected the work to be completed within the week.

Councilman Blake asked if you could tell a difference with it being cleared out and Mr. Belden responded in the affirmative. Mr. Belden believed it was very noticeable.

Mr. Wegerif provided a brief report on the Peachtree Street project pointing out that the east half had been paved for a couple of weeks. He explained the process that was being used in the laying of the asphalt. They were about a month and a half away from seeing completion of the project.

Mayor Parrish asked for an update on Riverfront Park. Mr. Wegerif noted that they had installed the geo grid and were now working on the volleyball court. He advised that there were some areas that could not be done after a question was posed about the difficulty of installation in some of the park areas due to the ground always being wet.

Mr. Wegerif further advised that US 1 was moving right along.

Councilman Blake questioned Mr. Wegerif about a sidewalk ordeal on Berkshire. Councilman Blake asked if the contract was not signed off on if it would make the city accessible to a lawsuit, especially with them being over budget and not fixing the sidewalk. Mr. Wegerif stated that the contract was between FDOT and the contractor however the city worked with them both cooperatively.

Councilman Blake mentioned that this information had been conveyed by the site manager. Councilman Blake wanted everyone treated fairly and asked Mr. Wegerif to communicate with the respective homeowner in the situation.

Ms. Butler thanked Ms. Dovale for her work on the agenda item and that she would be the lead on the meter reader portion of the audit.

Assistant City Manager Fuhrer advised that some members of Council had reached out to him regarding their strategic planning comments and that staff was still looking into setting up a workshop in order to adopt the plan.

City Manager Titkanich spoke about the budget and items that were vetoed by the Governor. Both the parking structure and EOC were included in those items. The EOC is a critical thing that is needed and would be looked into and brought back to Council at a later date.

He mentioned that in regards to the parking structure, staff would step back and re-evaluate the alternatives in the next fiscal year. This was disappointing but reiterated the importance of the EOC as it relates to public safety.

City Manager Titkanich discussed the TPO meeting and advised that the preferred Brevard location for All Aboard Florida was discussed. He noted that the SR 528 location ranked #1, although the Rosa L. Jones location piqued interest. It was a unanimous vote to have both as preferred sites in Brevard County and it was in All Aboard Florida's hands now.

Councilman Furbish pointed out that the media printed that the preferred site was Walmart. City Manager Titkanich agreed that was discussed, however, he reiterated that the number one ranking was SR 528 and Rosa L. Jones was #2. He advised that the paper was not 100% accurate.

City Manager Titkanich further advised of a Florida League of Cities training, being held in cooperation with the FBI entitled "Shooter Scenario Training". It is free of charge and he, along with the Assistant City Manager, both chiefs, and a representative from HR are attending. Councilman Furbish will also be attending.

City Manager Titkanich mentioned that the CAFR presentation had been bumped up again, as they were still waiting on pension information. He noted that it would hopefully be brought to the April 26th meeting.

In closing, the City Manager announced the passing of long time City employee Mr. Riley Rackston, who was a heavy equipment operator. The viewing would be on Friday, March 25th from 5-7 pm at Greater St. Paul Baptist Church and the

service would be on Saturday, March 26th at 11 a.m. at Greater St. Paul Baptist Church. Staff and Council member's thoughts and prayers are with the family.

Chief Prince announced the Community Meeting being held on March 29th at Fire Station #3 regarding the fire stations and he encouraged all to come out.

Councilman Blake welcomed back Councilman Furbish.

He spoke about his and the Mayor's attendance at the home going celebration for Mattie Cisrow who was 110 years old. He thanked the police department and advised that the family was very appreciative of the job that they did for the services.

Councilman Blake attended "Balling with a Purpose" which was a PAL event and held at Cocoa High School.

In closing he reminded all to buy local, spend local, and keep it local.

Councilman Furbish asked about the status of reclaimed water on Purdue Way. Mr. Hayner explained that engineers had looked into the problem and one solution was to fix the pressure. He had not heard anything from customer service regarding the problem.

Assistant City Manager Fuhrer stated that citizens had been advised through the web page and with phone calls about the times in which they would have better pressure. A long term solution would be to discharge through the Michigan pond. Mr. Hayner advised that this would all operate through the SCADA system, however, right now someone just needs to make the adjustments, but they want to get it all automated.

Councilman Furbish thanked Mr. Hayner and staff for finding a solution.

Councilman Furbish further asked about the status of the installation of street signs. In response, Mr. Wegerif pointed out that there was one employee installing the signs and was working their way through the City. He pointed out that there were over 1,000 intersections. The employee tries to preassemble the signs, but it is an ongoing project.

Councilman Warner mentioned that it was very neat to watch and that he was very quick.

Lastly, Councilman Furbish reminded all to buy local and spoke about the new dog biscuit shop in the village. He stated it was a very nice shop and his dogs liked the biscuits.

Mayor Parrish questioned the status on the sunken boats. In response to his question, Assistant City Manager Fuhrer pointed out that in the Governor's budget, there was about $1.4 million allotted for the removal of vessels on the east coast of Florida. There is a FIND workshop on April 4th or 5th in which our lobbyist would be attending in order to find out how to follow through with getting some of those funds. In addition, the county has budgeted for removal this year as well.

Mayor Parrish thanked Ms. Alberta Wilson for the letter he received regarding the donation of water to Flint, Michigan. He appreciated that the city was recognized for that.

He thanked the City Manager for attending the TPO meeting and felt that had worked out well and spoke about the fish kill noting that he had received a message from the Mayor of Cocoa Beach, in which he concurred that it needed to be fixed.

In closing, he mentioned that he hears comments about what the City is and is not doing. He assured everyone that they were concerned with all four corners of the City and were committed to the improvement of it all.

Lastly, he reminded everyone that Cocoa has the number one water tower in the nation.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Regular meeting of March 22, 2016.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:43 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Economic Baseline Analysis

City of Cocoa

March 22, 2016

EXHIBIT A: Economic Baseline Analysis Presentation

Opening Thought

"Discovery consists of seeing what everybody has seen and thinking what nobody has thought."

Albert Szent-Gyorgyi, 1937 Nobel Prize winner in Physiology

Economic Baseline Analysis

Project Goal

- Provide a framework for the City to refine its economic development efforts
  - Determine the economic climate of the City, identify challenges, and develop a strategy for improvement
  - Incorporate analysis of Strengths, Weaknesses, Opportunities, and Threats (SWOT)
  - Identify the key merits to doing business in the City

Economic Baseline Analysis

Tools

- Demographics and Industry Composition
- Business Owner Surveys
- Stakeholder Interviews
- Community Focus Groups

Outcomes

- 3 District / Sub-area SWOT Assessments
- 3 Clusters of Specific Strategic Recommendations
  - Compatible with City of Cocoa assets and community objectives

Demographics

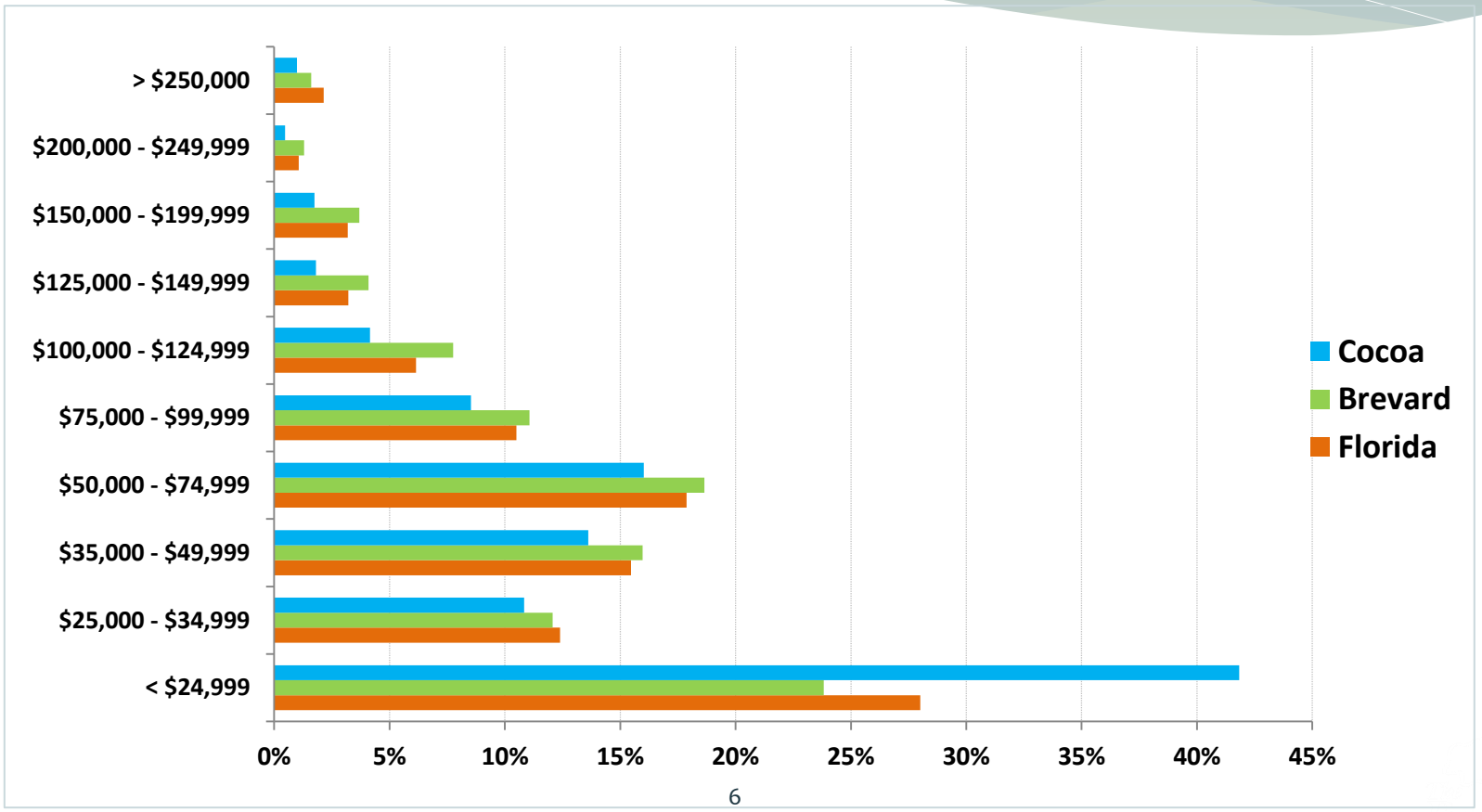
Rates of Population Growth (2010-2015)

- Cocoa: **6.84%**
  - Brevard County: **3.37%**



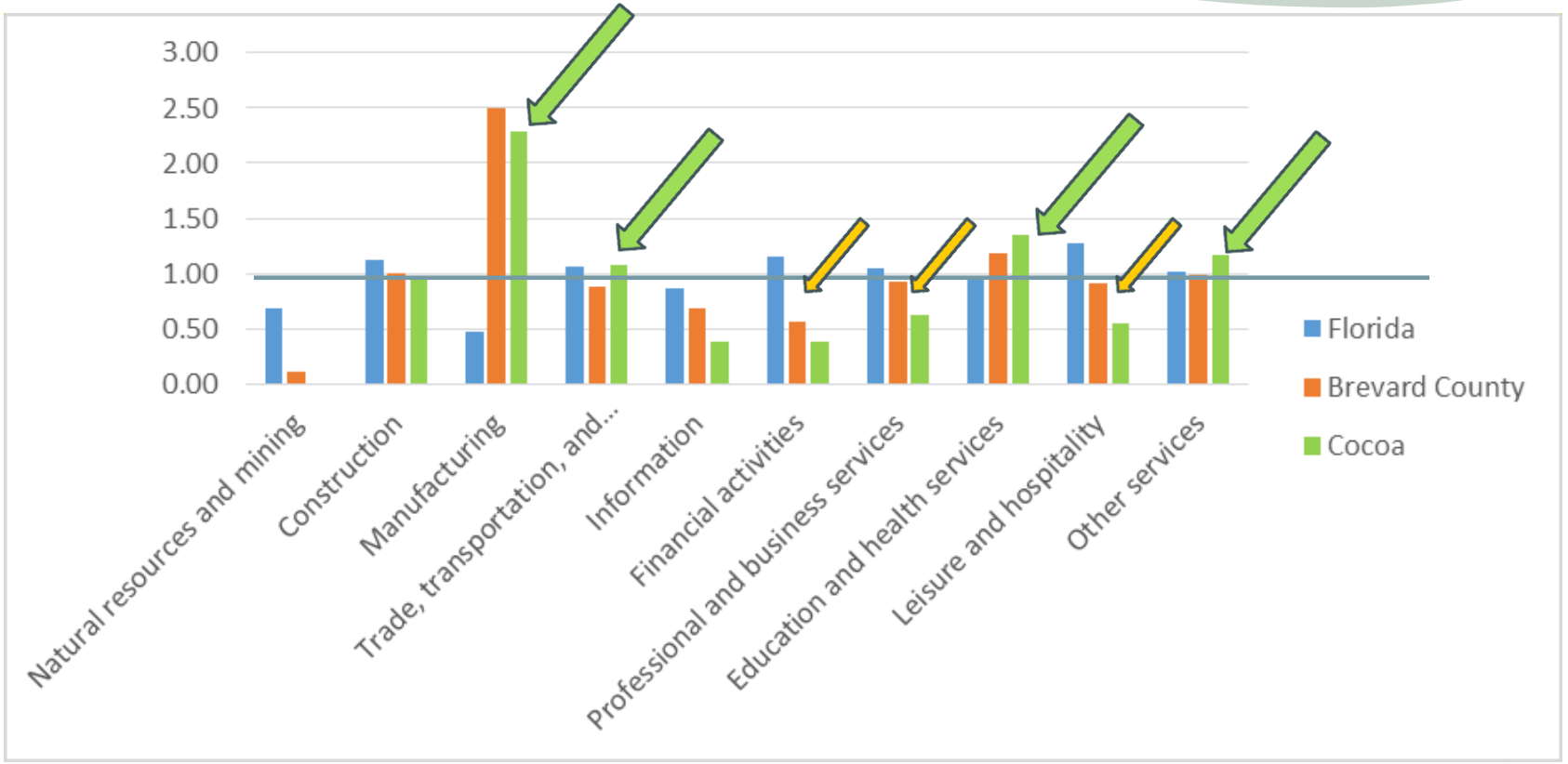
Socio-economics

2014 Household Income

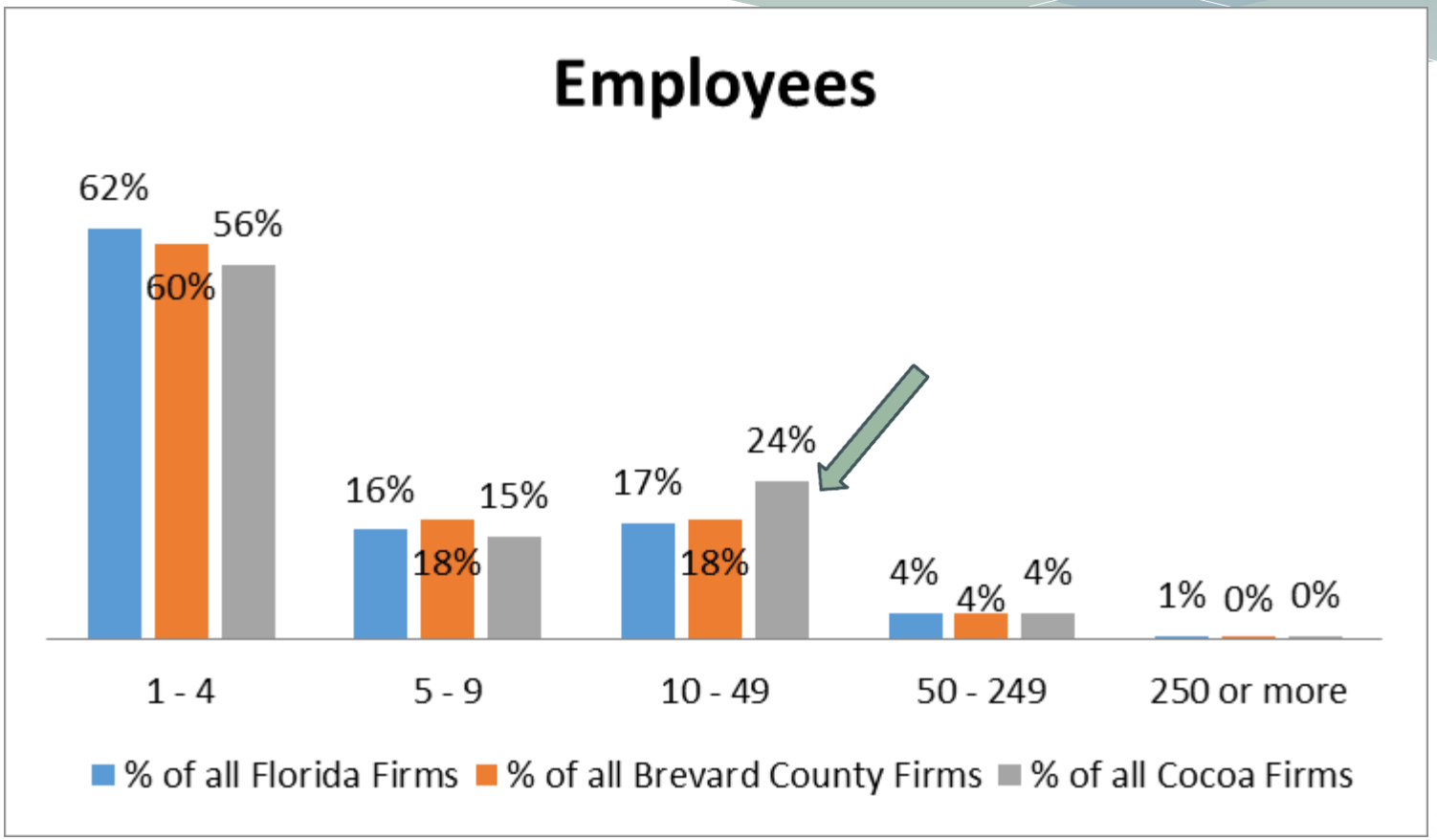


Employment

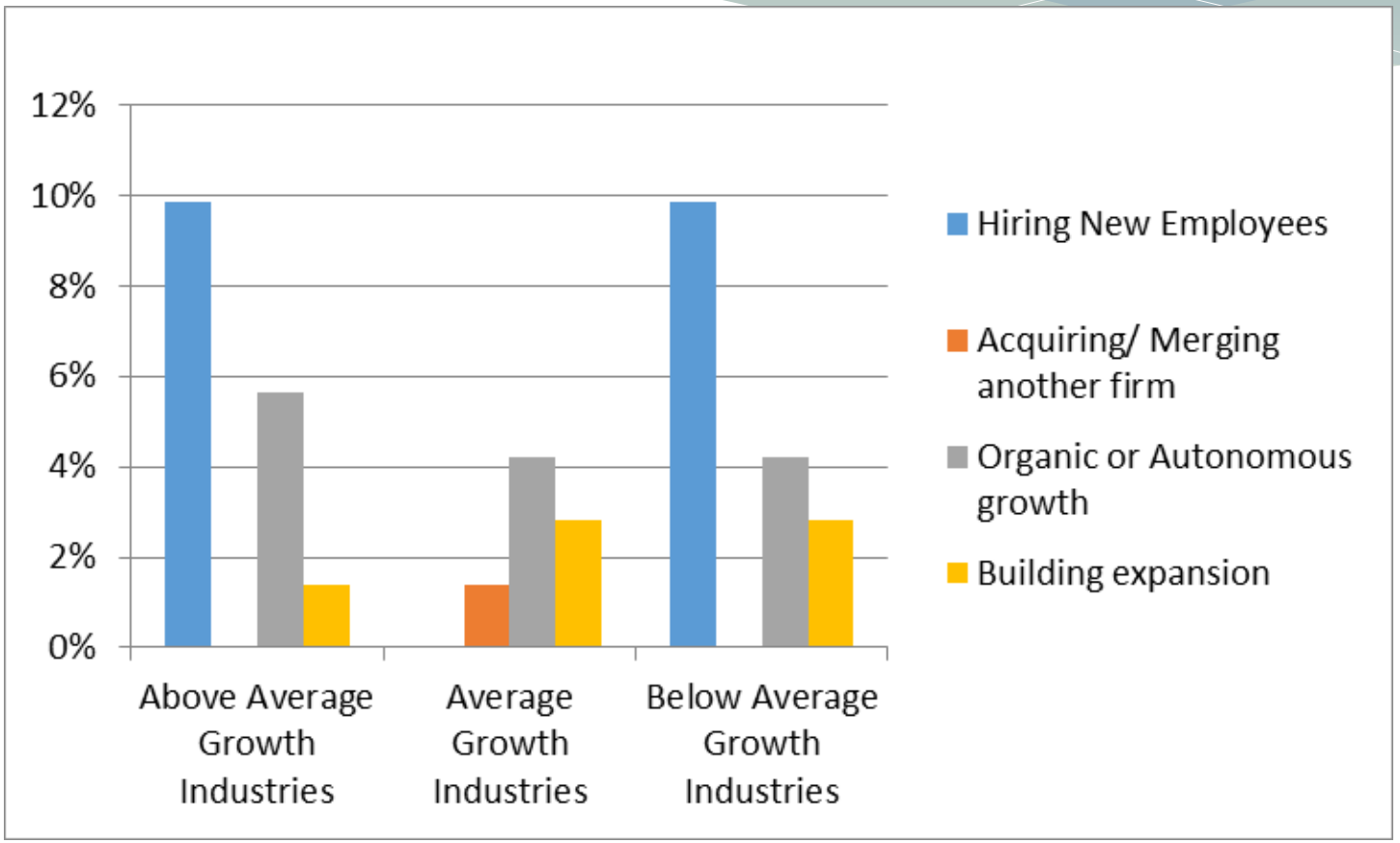
Industry Location Quotients



Firm Size

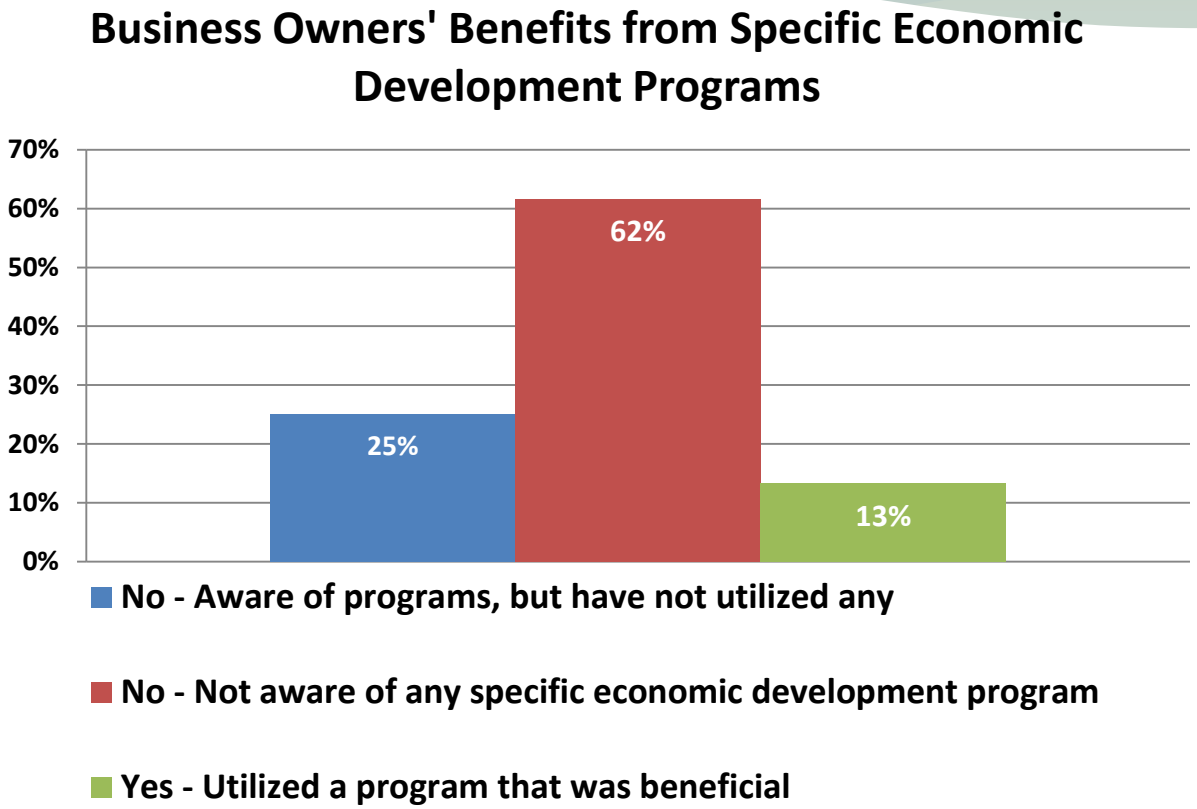

Employees
62%
60%
56%
16%
18%
15%
17%
18%
24%
4%
4%
4%
1%
0%
0%
1 - 4
5 - 9
10 - 49
50 - 249
250 or more
% of all Florida Firms
% of all Brevard County Firms
% of all Cocoa Firms

Business Expansion



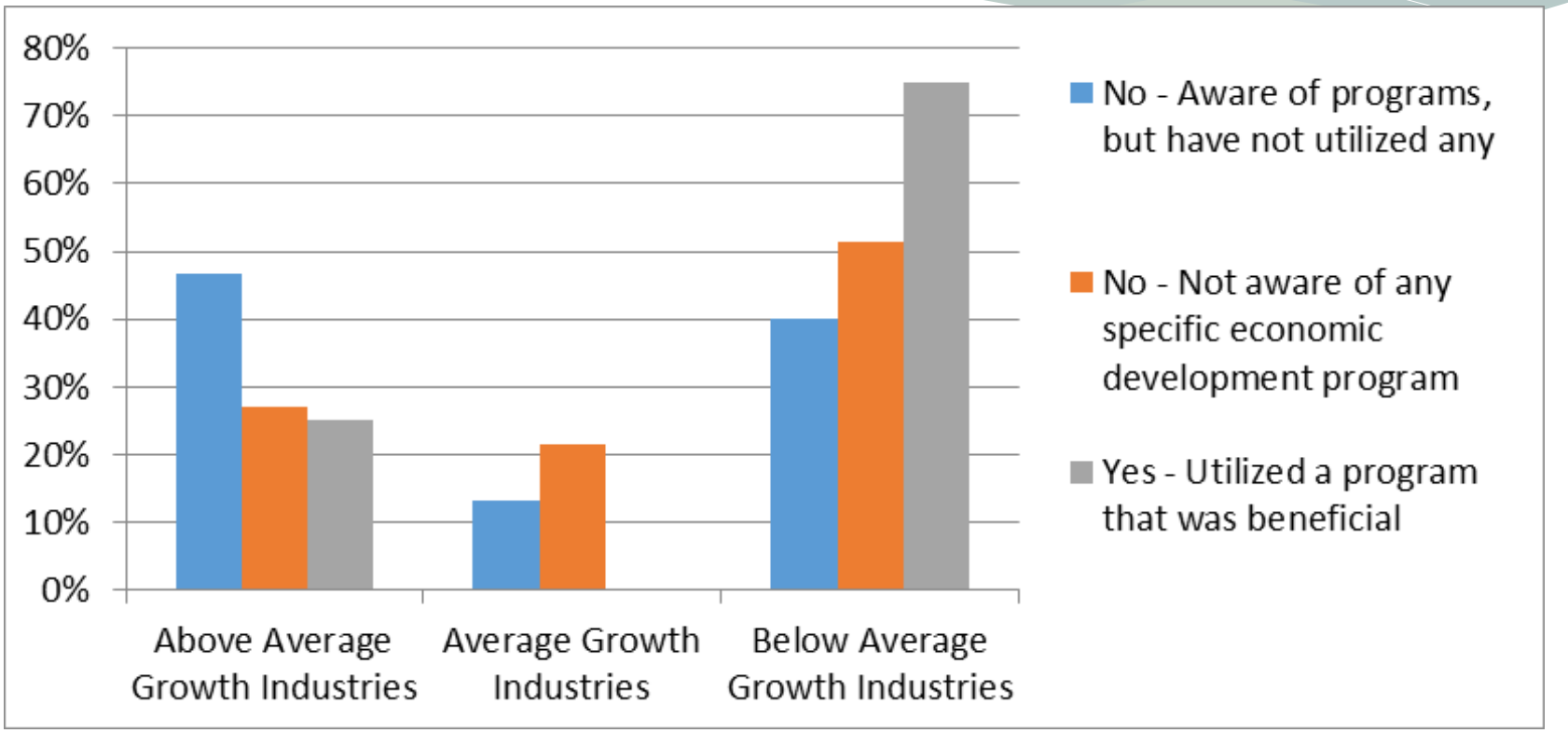
Business Perceptions

Development Programs



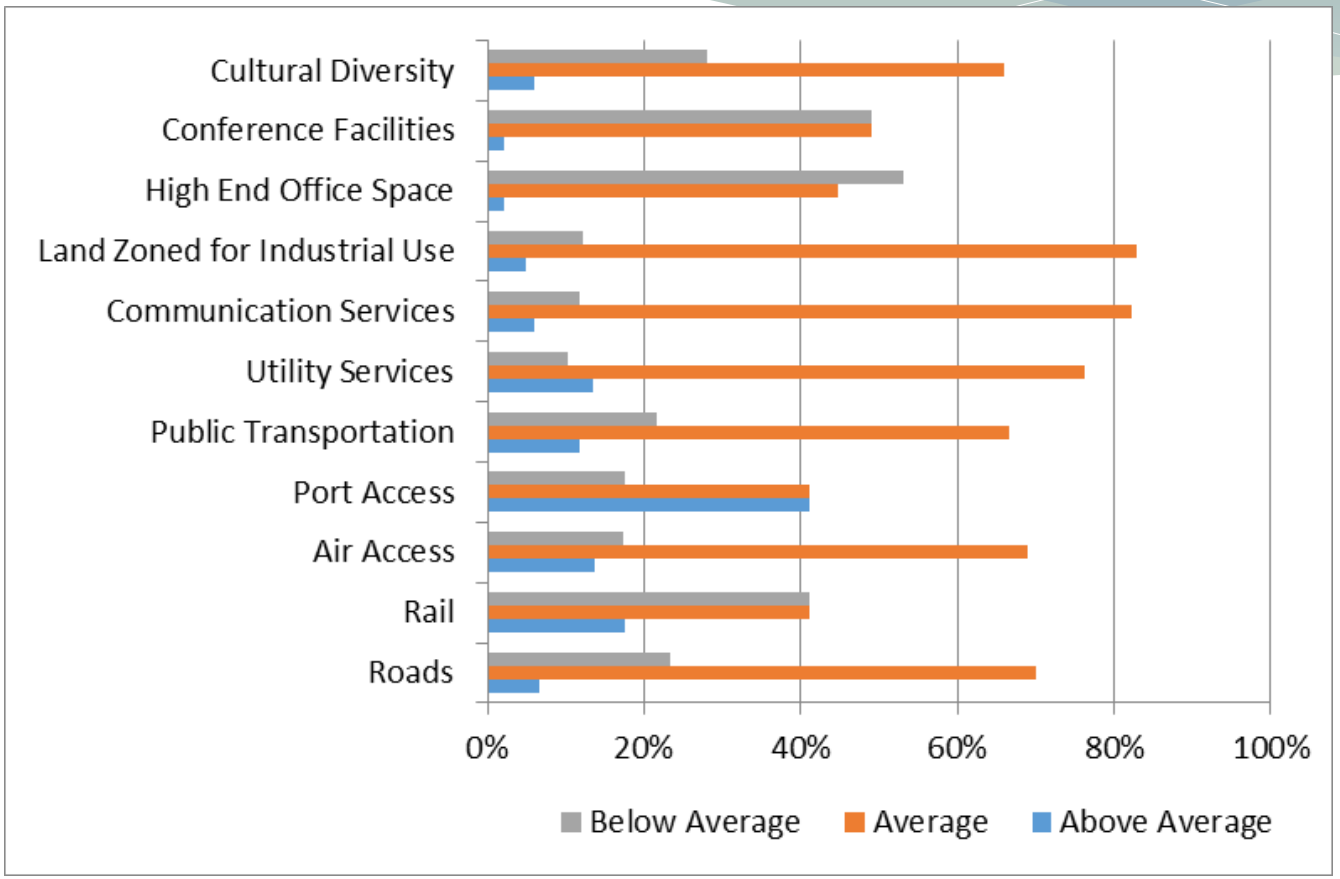
Business Perceptions

Development Programs



Business Perceptions

Quality of Business Infrastructure



SWOT Analysis

Clearlake Road

Strengths & Weaknesses	• Large organizations (e.g. EFSC, Solar Center, Coca-Cola Bottling Facility, Wal-Mart) • Newer infrastructure on north end near S.R. 528 • Unincorporated areas with perception of crime/blight, vacancies and outdated or absent utilities (septic, sewer) • Low retail presence
Opportunities & Threats	• Proximity to EFSC and students; student appeal / placemaking • Vacant land for new development and redevelopment; retail opportunities • Job training programs with City and County (Space Coast EDC) • Areas of blight, lack of sewer infrastructure and lack of façade grants • Assured commitment of funding for local training/apprenticeship programs
Trends	• Placemaking prospects near colleges; distinct local offerings • Programs leaving EFSC

SWOT Analysis

US 1 & SR 520

Strengths & Weaknesses	• Proximity of rail, support of heavy traffic, and good access to S.R. 528, S.R. 520 • Nearby residential areas offer good demographics and potential to attract new types of businesses: professional services, household services • Currently not attractive due to road widening construction
Opportunities & Threats	• Recent infrastructure improvements can lead to attractive opportunities for new building construction; Marketing of current infrastructure improvements • Intermediate-term potential for land use changes and rezoning as properties turn over • Low tech commercial entities affect the image of the workforce • Sunset of Post-Charter CRAs; Potential lack of support for redevelopment
Trends	• Positive long-term trend for construction of professional and household services • Properties could accommodate water views, new and chic office space/restaurants

SWOT Analysis

SR 524 & SR 528

Strengths & Weaknesses	• Proximity to major roadways (S.R. 528, US1, I-95); industrial center and port expansion • Capacity for moderate traffic (with plans to widen road) and available land • Limited sewer utility infrastructure on Cox Rd. • Currently low job opportunities with the exception of Cox Rd
Opportunities & Threats	• Proposed Port Authority expansion site with new, higher wage jobs • Development of logistics clusters and vocational training programs to complement logistics site • Competing land uses • Assured commitment of funding for training/apprenticeship programs that would improve sufficiency of a qualified workforce
Trends	• Growth in light manufacturing, warehousing, high-skilled labor and professional jobs • Logistics clusters/warehouses and ongoing investment opportunities

Recommendations

- Focus recruitment and expansion efforts in areas of competitive advantage
  - Medical manufacturing and support services
  - Fabrication and precision instrument for avionics
  - Transportation and logistics/distribution sectors to serve the existing manufacturing base, and potentially refrigerated storage.

Recommendations

- Continue investment in infrastructure along key corridors
  - Gap analysis for sewer infrastructure; review of annexation and related costs as investment in the future and as a vote of confidence to support future business growth
  - Expand Signage and Place-making to raise awareness of City districts: ***Industry*** (Grissom Pkwy/Cidco Rd); ***College*** (Clearlake Road) and ***Riverfront*** (US 1).
  - Evaluate long-term opportunities to create more flexible land uses for redevelopment of western side of the US 1 corridor after improvements are completed.

Recommendations

- Continued investments in “soft” infrastructure, particularly in disadvantaged neighborhoods
  - Balance City investments in services in historically underserved areas
  - Continue and emphasize efforts to engage Cocoa’s underserved and disadvantaged community:
    - Deploy an Ombudsman, or focus efforts through faith-based organizations.
    - The Community School provides a starting point to liaise with the disadvantaged community; other points include the Emma Jewel Charter Academy; Cocoa Police Department Community Relations and the Police Athletic League)

Thank you!

Questions?

The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
407.629.2185

Valerie Seidel
Project Manager
vseidel@balmoralgroup.us

Craig Diamond
cdiamond@balmoralgroup.us

Legislation Details (With Text)

File #:	16-123	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/28/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	Proclamation proclaiming the month of April, 2016, as Water Conservation Month. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Water Conservation Month 2016 (2).pdf				

Date	Ver.	Action By	Action	Result

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CITY OF COCOA FLORIDA

PROCLAMATION

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

WHEREAS, clean and sustainable water resources are vital to Florida's environment, economy and quality of life; and

WHEREAS, more than 90 percent of Florida's drinking water is supplied by underlying aquifers, and our quality of life and the economy depend upon a reliable, clean and available supply of water and a healthy environment; and

WHEREAS, the City of Cocoa is working with the St. Johns River Water Management District, State of Florida, other water management districts, local governments and water supply utilities to increase awareness about the importance of water conservation and to increase efforts to conserve water;

WHEREAS, the City of Cocoa has always encouraged and supported water conservation through its water supply planning processes, coordination of educational programs and special events, its implementation of a tiered water-rate and development of a reclaimed water system for irrigation; and

WHEREAS, all water users including residential, commercial, industrial, agricultural, institutional, hospitality, private citizens and others can make positive contributions to reduce water use and protect Florida's water resources;

WHEREAS, the Governor and Cabinet of the State of Florida have designated April as Florida's Water Conservation Month to encourage Floridians to conserve the state's precious water resources; and

WHEREAS, the City of Cocoa joins the St. Johns River Water Management District in encouraging and supporting water conservation; and

NOW, THEREFORE, the City Council of the City of Cocoa does hereby deem it fitting and proper to proclaim the month of April 2016 as:

"WATER CONSERVATION MONTH"

In the City of Cocoa, Florida, and encourages all citizens to help protect this precious resource by utilizing water saving measures.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 1st day of April, 2016.

By:
Henry U. Parrish III Mayor

Carie E, Shealy, City Clerk

Legislation Details (With Text)

File #:	16-103	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/15/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	Sister City Presentation.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	16-80	**Version:**	1	**Name:**	LEAD Brevard Presentation
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/24/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	LEAD Brevard Presentation to Council on Cocoa Community Survey Project. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	16-102	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/14/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	SR 520 Corridor Planning and Concept Development Study presentation. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	16-74	**Version:** 1	**Name:**	SHIP LHAP	
Type:	Report		**Status:**	Consent Agenda	
File created:	2/23/2016		**In control:**	City Council	
On agenda:	4/12/2016		**Final action:**		
Title:	Approve a Resolution adopting the State Fiscal Year (SFY) 2016-2019 Local Housing Assistance Plan (LHAP) and submission of the LHAP to the Florida Housing Finance Corporation for approval by the State. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa SHIP LHAP SFY16-19.pdf SHIP20162017Certification.pdf City of Cocoa Housing Policies.pdf City of Cocoa Purchasing Policy .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2016
Agenda Date: April 12, 2016
Prepared By: Nancy Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a Resolution adopting the State Fiscal Year (SFY) 2016-2019 Local Housing Assistance Plan (LHAP) and submission of the LHAP to the Florida Housing Finance Corporation for approval by the State.

BACKGROUND:

The State of Florida requires jurisdictions receiving State Housing Initiative Partnership (SHIP) Program funds to submit a Local Housing Assistance Plan (LHAP) every three (3) years 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 9, 2013, Council adopted the City of Cocoa's LHAP for SFY 2013-2016 through resolution 2013-029, during this timeframe the City received $197,512 in SHIP funds. This LHAP is set to expire June 30, 2016 and a new LHAP is due to the FHFC by May 2, 2016. The City anticipates receiving $115,796 for SFY16/17.

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 9, 2013, City Council adopted the City of Cocoa's LHAP for SFY 2013-2016.

RECOMMENDED MOTION:

Approve a Resolution adopting the State Fiscal Year (SFY) 2016-2019 Local Housing Assistance Plan (LHAP) and submission of the LHAP to the Florida Housing Finance Corporation for approval by the State.

City of Cocoa



STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2016-2017, 2017-2018 and 2018-2019

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I. Program Details:

A. Name of the participating local government:

City of Cocoa
Is there an Interlocal Agreement: Yes _____ No X_____

B. Purpose of the program:

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

C. **Fiscal years covered by the Plan:** 2016-2017, 2017-2018 and 2018-2019

D. Governance:

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

E. Local Housing Partnership:

The City has a history of building active partnerships between other government entities, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups. These organizations and programs primarily promote and assist in the development of strategies, which serve to primarily assist very low and low income households. They work in partnership with the City in its efforts to eliminate substandard housing, to build affordable housing, and to provide technical services. Local organizations providing support to the City in implementing its housing programs include the Housing Authority of the City of Cocoa and Habitat for Humanity of Brevard County, Inc., Housing for the Homeless, numerous non-profit agencies, local realtors, contractors, and lending institutions.

F. Leveraging:

The City's 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, Florida Today, in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability. Public input was also requested at the City Council meeting that the LHAP was being reviewed by the Council.

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 applications were submitted as well as any established funding priorities as described in this plan. Priorities for funding described/listed here apply to all strategies unless otherwise stated in the strategy: If the funding has a Special Needs set-aside, persons with Special Needs as defined in F.S. 420.0004, 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 metropolitan statistical area in which the eligible housing is located. Such average area purchase price may be 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 median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:
_X_ U.S. Treasury Department
_____ 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 U.S.

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 the same 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 $3,000 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 of proposed Administrative Expenditures is attached as Exhibit A.

The City of Cocoa finds that the moneys deposited in the local housing assistance trust fund shall be used 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 that small counties, as defined in s. 120.52(17), 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 wholly performed and maintained by the City of Cocoa.

R. Project Delivery Costs:

The City of Cocoa does not take project delivery costs.

S. Essential Service Personnel Definition:

"Essential Service Personnel" is defined as all persons employed by an educational, governmental, or health care institution or any skilled building trade personnel.

T. **Describe efforts to incorporate Green Building and Energy Saving products and processes:**

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. These strategies include, but are not limited to:

- Energy Star compliant appliances (refrigerators, stoves and water heaters) and heating/cooling systems
- Energy Star certified ceiling fans in living room and bedrooms
- Cool roofing- single polymer cover or elastomeric coating
- Programmable thermostats
- WaterSense labeled products (faucets, toilets and shower heads)
- Green label Certified Floor coverings
- Mold/lead/Asbestos Removal

Section II. LHAP Strategies:

A.

Purchase Assistance Program	*1, 2*

a. Summary of Strategy: The Purchase Assistance Program assists eligible homebuyers, who have not owned a home within 30 days of closing, 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. 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.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very-Low, Low, and Moderate

d. Maximum award: $40,000, including housing repairs

e. Terms:

1. Loan/deferred loan/grant: Deferred Loan
2. Interest Rate: 0%
3. Term: Ten Years
4. Forgiveness/Repayment: Forgivable at 10% per year.
5. Default/Recapture: Funding for this program will be provided in the form of a 0% interest, 10 year deferred payment loan, secured by a recorded mortgage and note.

   The mortgage and note shall provide for prorated repayment, which shall be due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the affordability period. Also refer to death or relocation of property owners in housing policy.

   Only subordination requests which increase the affordability of the housing unit, decreases the term of the loan, or provides a lower interest rate will be considered. Receiving cash back due to consumer debt repayment will not be considered.

f. Recipient Selection Criteria: Applicants must meet and comply with all requirements stated in the City of Cocoa's Housing Program Policies and

Procedures. See attached document.

g. Sponsor/Developer Selection Criteria: The City of Cocoa intends to administer this program. However, if the need for a sponsor should arise, the City of Cocoa will use a Request for Proposals process in accordance with Chapter 67-37.005(6) b (7) of the Florida Administrative Code to select an eligible sponsor. Eligible persons, sponsors or other recipients of assistance under this program will be required to contractually commit and comply with all SHIP Program requirements.

h. Additional Information:

B.

Demolition/Reconstruction Program	*4*

a. Summary of Strategy: The City shall provide funds to demolish and replace single-family homes when upon inspection, the estimated cost to rehabilitate the home exceeds 75 percent of the cost of demolition and new construction and the condition of the home compromises the life, health, and/or safety of the household.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very Low and Low

d. Maximum award: $125,000

e. Terms:

1. Loan/deferred loan/grant: Deferred Loan
2. Interest Rate: 0%
3. Term: 20 Years
4. Forgiveness/Repayment: Forgivable at 5% per year.

5. Default/Recapture:

Funding for this program will be provided in the form of a 0% interest, 20 year deferred payment loan, secured by a recorded mortgage and note.

The mortgage and note shall provide for prorated repayment, which shall be due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the affordability period.

Also refer to death or relocation of property owners in housing policy.

Only subordination requests which increase the affordability of the housing unit or assist a household with medical expenses will be considered. Receiving cash back to repay consumer debt will not be considered.

f. Recipient Selection Criteria: Applicants must meet and comply with all

requirements stated in the City of Cocoa's Housing Program Policies and Procedures. See attached document.

g. Sponsor/Developer Selection Criteria: The City of Cocoa intends to administer this program. However, if the need for a sponsor should arise, the City of Cocoa will use a Request for Proposals process in accordance with Chapter 67-37.005(6) b (7) of the Florida Administrative Code to select an eligible sponsor. Eligible persons, sponsors or other recipients of assistance under this program will be required to contractually commit and comply with all SHIP Program requirements.

h. Additional Information: N/A

C.

Owner-Occupied Rehabilitation Program	*3*

a. Summary of Strategy: The City shall provide financial assistance to homeowners to eliminate housing conditions which threaten the life, health and/or safety of the occupants; correct City Building Code violations and the construction or installation of non-luxury general property improvements to provide basic amenities and to bring units into conformity with standard housing requirements.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very-Low and Low

d. Maximum award: $45,000

e. Terms:

1. Loan/deferred loan/grant: Deferred Loan
2. Interest Rate: 0%
3. Term: 10 years
4. Forgiveness/Repayment: Forgiveness at 10% per year.
5. Default/Recapture: Funding for this program will be provided in the form of a 0% interest, 10 year deferred payment loan, secured by a recorded mortgage and note. The mortgage and note shall provide for prorated repayment, which shall be due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the affordability period.

   Also refer to death or relocation of property owners in housing policy.

Only subordination requests which increase the affordability of the housing unit or assist a household with medical expenses will be considered. Receiving cash back to repay consumer debt will not be considered.

f. Recipient Selection Criteria: Applicants must meet and comply with all requirements stated in the City of Cocoa's Housing Program Policies and Procedures. See attached document.

g. Sponsor/Developer Selection Criteria: The City of Cocoa intends to administer this program.

h. Additional Information:

D.

Disaster Repair/Mitigation	*5*

a. Summary of Strategy: The City of Cocoa shall use funds to provide emergency repairs to very-low and low-income owner-occupied city residents in the aftermath of a federal or state declared disaster. Generally, such needs may include: purchase of emergency supplies for eligible households to weatherproof damaged homes; interim repairs to avoid further damage; tree and debris removal required to make individual housing units habitable; and post disaster assistance with non-insured repairs. This strategy shall be implemented only in the event of a federal or state disaster declaration using any funds that have not been encumbered.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very-low and low

d. Maximum award: $15,000

e. Terms:

1. Loan/deferred loan/grant: Deferred Loan
2. Interest Rate: 0%
3. Term: 10 years
4. Forgiveness/Repayment: Forgiveness at 10% per year
5. Default/Recapture: Funding for this program will be provided in the form of a 0% interest, 10 year deferred payment loan, secured by a recorded mortgage and note. The mortgage and note shall provide for repayment, which shall be due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the affordability period.

f. Recipient Selection Criteria: Selection criteria will be based on the City of Cocoa's Housing Program Policies and Procedures for owner-occupied rehabilitation. See attached document.

g. Sponsor/Developer Selection Criteria: The City of Cocoa intends to administer this program.

h. Additional Information:

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 funds 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 Council on June 28, 1994 and amended on December 13, 1994.

C. **Name of the Strategy: Modification of Impact Fees**

Provide a description of the procedures used to implement this strategy:
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. **Name of the Strategy: Allowance of Flexibility in Densities for Affordable Housing**

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

IV. EXHIBITS:

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

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A

LHAP 2009-001
Exhibit A
Revised: 6/2015

City of Cocoa

Fiscal Year: 2016-2017		
Estimated Allcoation for Calculating:	$	85,193.00
Salaries and Benefits	$	6,000.00
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	1,319.30
Advertising	$	700.00
Other*		
Total	$	8,519.30
Fiscal Year: 2017-2018		
Estimated Allcoation for Calculating:	$	85,193.00
Salaries and Benefits	$	6,000.00
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	1,319.30
Advertising	$	700.00
Other*		
Total	$	8,519.30
Fiscal Year 2018-2019		
Estimated Allcoation for Calculating:	$	85,193.00
Salaries and Benefits	$	6,000.00
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	1,319.30
Advertising	$	700.00
Other*		
Total	$	8,519.30

Exhibit B
Timeline for SHIP Expenditures

The City of Cocoa affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	1st Year AR	2nd Year AR	Closeout AR
2016-2017	6/30/2018	6/30/2019	9/15/2017	9/15/2018	9/15/2019
2017-2018	6/30/2019	6/30/2020	9/15/2018	9/15/2019	9/15/2020
2018-2019	6/30/2020	6/30/2021	9/15/2019	9/15/2020	9/15/2021

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

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1st Year AR Not Submitted	2nd Year AR Not Submitted	Closeout AR Not Submitted
2016-2017	3/30/2018	3/30/2019	6/15/2017	6/15/2018	6/15/2019
2017-2018	3/30/2019	3/30/2020	6/15/2018	6/15/2019	6/15/2020
2018-2019	3/30/2020	3/30/2021	6/15/2019	6/15/2020	6/15/2021

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 terry.auringer@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 terry.auringer@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are due for each local government by **December 31** of the year prior to the local government's LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.

LHAP Exhibit C 2015

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2016-2017

Please check applicable box

New Plan: x

Amendment:

Fiscal Yr. Closeout: 19/20

Name of Local Government: City of Cocoa

Allocation: $85,193.00

Strategy # From Plan Text	Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A New Construction SHIP Dollars	B Rehab/Repair SHIP Dollars	C Without Construction SHIP Dollars	D Total SHIP Dollars	E Total Percentage	F Total Units
1	1, 2	Purchase Assistance		$40,000								$0.00	0.00%	0
2	4	Demolition/Reconstruction		$125,000								$0.00	0.00%	0
3	3	Owner Occupied Rehabilitation	2	$45,000						$76,673.70		$76,673.70	90.00%	2
4	5	Disaster Repair/Mitigation		$15,000								$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 1 (Home Ownership)	2		0		0		$0.00	$76,673.70	$0.00	$76,673.70	90.00%	2

		RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 2 (Non-Home Ownership	0		0		0		$0.00	$0.00	$0.00	$0.00	0.00%	0
		Administration Fees										$8,519.30	10.00%	
		Admin. From Program Income											0.00%	
		Home Ownership Counseling											0.00%	
		GRAND TOTAL												
		Add Subtotals 1 & 2, plus all Adr	2		0		0		$0.00	$76,673.70	$0.00	$85,193.00	100.00%	2
		Percentage Construction/Rel	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
		Maximum Allowable Purchase Price:							New	$258,691	Existing	$258,691		

		Allocation Breakdown	Amount	%
3	3	Very-Low Income	$76,673.70	90.0%
		Low Income		0.0%
		Moderate Income		0.0%
		TOTAL		90.0%

Projected Program Income:		Max Amount Program Income For Admi $0.00
Projected Recaptured Funds:		
Distribution:	$85,193.00	
Total Available Funds:	$85,193.00	

LHAP Exhibit C 2015

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2017-2018

Please check applicable box

New Plan: x

Amendment:

Fiscal Yr. Closeout: 20/21

Name of Local Government: City of Cocoa

Estimated Funds: $85,193.00

								A	B	C	D	E	F
	HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
Code	STRATEGIES (strategy title must be same as the title used in plan text.	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
1, 2	Purchase Assistance		$40,000								$0.00	0.00%	0
4	Demolition/Reconstruction		$125,000								$0.00	0.00%	0
3	Owner Occupied Rehabilitation	2	$45,000						$76,673.70		$76,673.70	90.00%	2
5	Disaster Repair/Mitigation		$15,000								$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	2		0		0		$0.00	$76,673.70	$0.00	$76,673.70	90.00%	2

	RENTAL	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
	STRATEGIES	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownershi	0		0		0		$0.00	$0.00	$0.00	$0.00	0.00%	0
	Administration Fees										$8,519.30	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Adi	2		0		0		$0.00	$76,673.70	$0.00	$85,193.00	100.00%	2
	Percentage Construction/Re	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
	Maximum Allowable Purchase Price:							New	$258,691	Existing	$258,691		

	Allocation Breakdown	Amount	%
3	Very-Low Income	$76,673.70	90.0%
	Low Income		0.0%
	Moderate Income		0.0%
	TOTAL		90.0%

Projected Program Income:		Max Amount Program Income For Admir	$0.00	
Projected Recaptured Funds:				
Distribution:	$85,193.00			
Total Available Funds:	$85,193.00			

LHAP Exhibit C

FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2018-2019

Please check applicable box
New Plan: x
Amendment:
Fiscal Yr. Closeout: 21/22

Name of Local Government: City of Cocoa

Estimated Funds: $85,193.00

Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A New Construction SHIP Dollars	B Rehab/Repair SHIP Dollars	C Without Construction SHIP Dollars	D Total SHIP Dollars	E Total Percentage	F Total Units
1, 2	Purchase Assistance		$40,000								$0.00	0.00%	0
4	Demolition/Reconstruction		$125,000								$0.00	0.00%	0
3	Owner Occupied Rehabilitation	2	$45,000						$76,673.70		$76,673.70	90.00%	2
5	Disaster Repair/Mitigation		$15,000								$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	2		0		0		$0.00	$76,673.70	$0.00	$76,673.70	90.00%	2

	RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownership)	0		0		0		$0.00	$0.00	$0.00	$0.00	0.00%	0
	Administration Fees										$8,519.30	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Admi	2		0		0		$0.00	$76,673.70	$0.00	$85,193.00	100.00%	2
	Percentage Construction/Reha	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
	Maximum Allowable Purchase Price:							New	$258,691	Existing	$258,691		

	Allocation Breakdown	Amount	%
3	Very-Low Income	$76,673.70	90.0%
	Low Income		0.0%
	Moderate Income		0.0%
	TOTAL		90.0%

Projected Program Income:	
Projected Recaptured Funds:	
Distribution:	$8,519.30
Total Available Funds:	$8,519.30

Max Amount Program Income For Admin: $0.00

Exhibit D
67-37.005(1), F.A.C.
Effective Date: 10/14

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government: CITY OF COCOA

(1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.

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

(3) A process for selection of recipients for funds has been developed.

(4) The eligible municipality or county has developed a qualification system for applications for awards.

(5) Recipients of funds will be required to contractually commit to program guidelines.

(6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.

(7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds within 24 months following the end of the State fiscal year in which they are received.

(8) The plan 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 Local Housing Assistance Plan.

(9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation with in 21 days after adoption.

(10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.

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

(12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be forwarded to the Corporation as soon as available.

13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.

(14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.

(15) 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.

(16) 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 service eligible persons.

(17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)

(18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.

(19) The provisions of Chapter 83-220, Laws of Florida ____***has*** *or* __***X***__ ***has not*** been implemented. **(note: Miami Dade County will check "has")**

_____ _____
Witness

Henry U. Parrish, III, Mayor

_____ _____
Witness Type Name and Title

_____
Date

OR

_____
Attest: Carie Shealy, City Clerk
(Seal)

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

RESOLUTION #: _____

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(17), 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.

WHEREAS, the City of Cocoa 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 2016-2017, 2017-2018, and 2018-2019.

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.

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

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

PASSED AND ADOPTED THIS 12th DAY OF April, 2016.

Henry U. Parrish III, Mayor

(SEAL)

ATTEST:

Carie Shealy, City Clerk

State Housing Initiative Partnership (SHIP) Program
Fiscal Year 2016-2017 Funding Certification

Name of Local Government City of Cocoa

Projected Allocation* $115,796.00

See estimated allocation chart attached to this document. Funds are subject to transfer of funds to Florida Housing Finance Corporation.

Strategies	Strategy Code	Will this strategy serve HO or Rental?	Is this an approved strategy in current LHAP? (Y/N)	Will this strategy be eligible for Special Needs Applicants?* (Y/N)	Total $ Amount to be Expended
Owner-Occupied Rehabilitation	3	HO	Y	Y	$104,216.40
					$
					$
					$
					$
Total-must equal allocation for 2016-2017 less administrative costs					$104,216.40

*For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met:

As per the City of Cocoa's FY2016-2019 SHIP LHAP: "Eligible applicants will be selected on a first-qualified, first-served basis, within income groups. First time applicants will be given priority over previously assisted persons. Exceptions may be made for eligible property owners in cases where living conditions threaten the personal health and safety of the household. However, persons with special needs as defined in Florida Statutes 420.9075 (1)(a) will be given priority."

The City of Cocoa will meet the goal of targeting special needs as required by giving priority as per the Special Needs requirement.

Special Needs Requirement

Each local government must use a minimum of 20 percent of its local housing distribution to serve persons with special needs as defined in s. 420.0004. A local government must certify that it will meet this requirement through existing approved strategies in the local housing assistance plan or submit a new local housing assistance plan strategy for this purpose to the corporation for approval to ensure that the plan meets this requirement. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in s. 393.063, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

Statutory Revision (new subsection added to 420.9072)

(b) A county or an eligible municipality may not expend its portion of the local housing distribution to provide ongoing rent subsidies, except for:
1. Security and utility deposit assistance.
2. Eviction prevention not to exceed 6 months' rent.
3. A rent subsidy program for very-low-income households with at least one adult who is a person with special needs as defined in s. 420.0004 or homeless as defined in s. 420.621. The period of rental assistance may not exceed 12 months for any eligible household.

References

420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Certifications for SHIP Fiscal Year 2016-2017 Funding:

The City of Cocoa agrees that:

1. The city has read and understands the legislative requirements for SHIP for 2016-2017. These include: Special Needs set-aside (20%) requirement, the ability to provide limited rent subsidies, the ability to use up to 25% of allocation for rental, revised AHAC membership.
2. The city understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2016-2017 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city will use at least 20% of the allocation of SHIP funds for fiscal year 2016-2017 for special needs households as defined in section 420.0004 (13), Florida Statutes, through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in section 393.063 (9), Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices.
4. The city agrees to tracking each household for special needs and will report such data as part of the annual report or as required by FHFC.
5. The city understands that use of SHIP funds for the activities described in the proviso and statutory language in this certification must be completed through a strategy approved by FHFC.

Authorized Signature:

Henry U. Parrish, III _____

_____
Signature

Mayor _____

April 12, 2016 _____
Date

Please return this completed form as a PDF document to robert.dearduff@floridahousing.org

CITY OF COCOA

COMMUNITY SERVICES DEPARTMENT

HOUSING & NEIGHBORHOOD SERVICES DIVISION

HOUSING PROGRAM POLICIES & PROCEDURES
FOR PURCHASE ASSISTANCE, OWNER-OCCUPIED REHABILITATION, DEMOLITION/REPLACEMENT PROGRAMS, SUBSIDY LAYERING AND MONITORING

Council Adoption of Revision – 9/23/2014

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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 its 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.

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 a Life Estate; or
5. Have other forms of ownership approved by the City of Cocoa's Attorney's office.
6. Do not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest; and
7. For HOME funded homeowner rehabilitation, §92.254(c) permits four (4) additional forms of ownership: heir property, life estate, living trust, and beneficiary deed.

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 $45,000 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 update the Analysis of Impediments as needed.

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	$45,000 – Rehabilitation $15,000 – Minor Repairs $125,000 – 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.

7. 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.

8. 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) $125,000 is the maximum amount allotted per unit for replacement house. 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 $15,000	5 year lien forgivable at 20 percent per year
Housing Rehab $15,001 - $45,000	10 year lien forgivable at 10 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.

9. 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.
10. 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 $15,000 if the household has no need for handicap accessibilities. If client is elderly or has need of handicap accessibilities, assistance will be up to $45,000 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 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.

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.

   i. 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 30 days 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 six (6) months.

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.

8. 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. SUBSIDY LAYERING POLICY

I. PURPOSE

The purpose of these local guidelines is to provide guidance in evaluating projects using HOME funds in combination with other governmental assistance to ensure that no more than the necessary amount of HOME Program funds are invested in any one project to provide affordable housing.

II. BACKGROUND

Both Section 212(f) of the Cranston-Gonzalez National Affordable Housing Act, as amended, and 24 CFR Part 91, the consolidated plan final rule, require the City of Cocoa to provide a certification with the consolidated plan. This certification asserts that prior to the commitment of funds to a project, the City will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other governmental assistance than is necessary to provide affordable housing.

III. DEFINITIONS

Governmental Assistance - Governmental assistance includes any loan, grant, (including Community Development Block Grant), guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal, State or local government for use in, or in connection with, a specific housing project.

Maximum Per Unit Subsidy Limits - The amount of HOME funds that the City may invest on a per-unit basis in affordable housing may not exceed the per unit dollar limits established under section 221(d)(3) of the National Housing Act for elevator-type projects, involving nonprofit mortgagors that apply to the area in which the housing is located. These limits are available from the Multifamily Housing Division in the HUD Field Office. If the City's per unit subsidy amount has already been increased to 210% as permitted under section 221(d)(3)(ii) of the National Housing Act, upon request to the Field Office, HUD will allow the City’s per unit subsidy amount to be increased on a program-wide basis to an amount up to 240% of the original per unit limits.

As a general rule, the City will consider all the factors relevant to feasibility of a project, which may include, but are not limited to, past rates of returns (in that area for that type of project) to owners, sponsors, investors; the long-term needs of the project and its tenants; and the usual and customary fees in the development of the project. In addition, the City will also consider the population that is being served when conducting the layering review. For instance, if the targeted population is 60 percent of median income for the area, that results in one level of assistance; if the targeted population is very low-income, e.g., below 30 percent of area median income, that will result in an increased level of HOME or other assistance. If low-income housing tax credits or any HUD funding source is used, the City will rely upon the allocating agency's evaluation to ensure that HUD subsidies are not greater than necessary to provide affordable housing.

Project Evaluation:

1. Source/Uses of Funds

The applicant should provide supporting documentation for all other costs as specified in the Sources/Uses of Funds statement. If the documentation is not adequate and does not support the costs as stated, the City will request additional documentation, a second opinion and/or reference from the appropriate source (i.e. another construction cost estimator, another architect or lawyer), or deny the project HOME funding. It should be noted that for projects with tax credits to be sold, the proceeds from the sale of these credits must be identified as a source of funding.

The Sources/Uses of Funds statement should reflect the project development budget and should list all proposed sources (both private and public) of funds and the dollar amount(s) for each respective source; and all uses of funds (including acquisition costs, rehabilitation/or construction costs, financing costs and professional fees) associated with the project.

The Sources/Uses of Funds should include the commitment letters with all terms and conditions for all mortgages, grants, subordination agreements, bridge (interim) loans and investment tax credits (historical, low-income, if applicable); and if the applicant is a partnership, a copy of the partnership agreement, which will indicate the cash contributions by the general partner(s) and/or limited partner(s).

The City shall request the following: (1) earnest money agreement, option or closing statement for land and/or building(s); (2) construction cost estimate; (3) construction contract or preliminary bid(s); (4) agreements governing the various reserves which are capitalized at closing (to verify that the reserves cannot be withdrawn later as fees or distributions); (5) appraisal (to substantiate the value of the land and the value of the property after rehabilitation or the structure being built); and (6) if low-income housing tax credits are utilized, documentation on the syndication costs (legal, accounting, tax opinion, etc.) from the organization/individual who will syndicate and sell the offering to ensure that the project can support the fees necessary to syndicate/fund the project. All assumptions in the offering should be verified in the supporting documentation.

2. Certification of Federal Assistance

A formal certification from the applicant(s) will be reviewed concerning the governmental assistance provided or to be provided to a project. If no such governmental assistance is to be provided at the time of the application or in the future, the applicant(s) should certify to that fact. The applicant(s) should also certify that should other governmental assistance be sought in the future, the City will be notified promptly. These assurances may take the form of a certification.

3. Project Development Budget

Ensure that the costs being funded by the HOME Program are eligible and HOME funds per unit do not exceed the maximum per-unit subsidy limits. Focus will be on the project's quality, and construction costs, architectural and engineering fees and consulting fees. The determination of "reasonableness" of the costs will be based

on all of the following factors: (1) costs of comparable projects in the same geographical area; (2) the qualifications of the costs estimators for the various budget line items and (3) comparable costs published by recognized industry cost index services.

4. Rate of Return on Equity Investment

Scrutinize the proforma to ensure the cash flow projections are reasonable in light of the present economic conditions since the rate of return on the investment is partially predicated on the cash flow. All proformas should include, but are not limited to project income and expense statement, which should include achievable rent levels, market vacancies and operating expenses and also specify the consequences of tax benefits, if any, and any other assumptions used in calculating the project cash flow to determine the reasonableness of the rate of return on the equity investment. The proforma should represent, at a minimum, the term of the HOME affordability requirements, but longer if applicable (e.g., 15 years for low-income housing tax credit projects).

The project cash flow shall be defined as: the spendable cash generated annually (at the end of the yearly period) after all operating expenses and debt service payments have been deducted from the gross revenues of the property. The determination of a reasonable rate of return on the equity investment will be based on an evaluation of the individual project as it compares to market standards for similar investments. Using data contained in the project application, the City may evaluate several factors (e.g., cash on cash return, the internal rate of return, net equity) in determining a "reasonable" rate of return for the project. (See Table “2” for cash on cash illustration)

The City will not allow an excessive gain/profit to be derived from the project, in part due to the financing (low-income housing tax credits, low interest loans, grants, tax abatements, etc.), therefore, will establish specific standards for reasonable rates of return on the invested equity based on the project.

Overall Evaluation

If the City determines that the total amount of HOME assistance and other governmental assistance exceeds the amount necessary to make the project feasible due to the unreasonableness of the costs and/or the projected rate of return, the City will consider several options:

1) Reduce the amount of HOME assistance through reducing the development budget accordingly or increasing the non-public funding of the project;

2) Make other adjustments to the project, such as lower the rents to be charged, reduce the term of the loan in order to lower the rate of return; or

3) Deny HOME assistance if the applicant refuses to make reasonable adjustments or to limit its return/costs.

VI. MONITORING POLICY AND PROCEDURES

USING SUBRECIPIENTS, NON-PROFITS, FOR-PROFITS, AND COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOS) TO CARRY OUT ACTIVITIES

I. Definitions and References

A. Section 420.907-9079, F.S. and Rule Chapter 67-37.019 (10), Florida Administrative Code. (State Housing Initiative Partnership Program)

B. Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program.

C. 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.

D. 24 CFR Part 570, regulations, Community Development Block Grant Program.

E. Office of Management and Budget (OMB) issued Super Circular, December 26, 2013, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The Super Circular supersedes and streamlines requirements from OMB Circulars A–21, A–87, A–110, and A–122 (which have been placed in OMB guidances); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow-up.

F. Subrecipient – CDBG: A public or private non-profit agency or organization receiving CDBG from a grantee or another subrecipient to undertake eligible activities.

G. Subrecipient – SHIP: The SHIP rule defines a subrecipient as any person or non-state entity. This would include any non-profit, consultant or other entity actively performing any administrative function of the program including application intake, income verification, contract oversight, counseling, etc.

H. Subrecipient – HOME: means a public agency or nonprofit organization selected by the City to administer all or a portion of the City's HOME program. A public agency or nonprofit organization that receives HOME funds solely as a developer or owner of housing is not a subrecipient. The City's selection of a subrecipient is not subject to the procurement procedures and requirements.

I. CHDO – Community Development Housing Organization – a qualified non-profit housing organization that is eligible for set-aside funds through the Home Investment Partnership Program (HOME).

J. Non-Profits – A 501(c) (3) certified organization eligible to receive grant funds.

K. For-Profits – A legally registered business eligible to receive grant funds.

L. High-Risk Subrecipient/CHDO: Subrecipients, Non-Profits, For-Profits, and CHDO's that fit one or more of the following criteria:

- New to the particular funding program,
- Experiencing turnover in key staff positions,
- Plagued by past compliance or performance problems,
- Inability to expend funds in a timely manner,
- Undertaking multiple formula program-funded activities for the first time, and
- Not submitting timely reports.

J. Desk Review: Examination of information and materials provided to grantee by funded subrecipients, as a means to track performance and identify potential problem areas.

K. On-Site Review: A physical visit to a site or sites wherein the subrecipient administers and/or carryout programs for which it have been funded by the grantee.

II. Directives - Program Administration

The City of Cocoa's Community Services Department's Housing & Neighborhood Services Program shall be responsible for managing the day-to-day operations of the City's federal and state funded grant programs and for ensuring that the funds are used in keeping with the individual program requirements.

III. Selecting Subrecipients, CHDO's, Non-Profits, and For-Profits

Subrecipients, Non-profits, For-profits, and CHDO's are selected through a Request for Proposal Process (RFP) which is conducted annually, or on a project specific basis. Factors that are considered in selecting an entity to administer a grant funded activity include:

- The nature of the activity;
- The proposed plan for carrying out the activity or activities;
- The organizations capacity to fulfill the contractual obligations;
- The possibility of any conflicts of interest;
- Past performance;
- The organizations ability to meet all required state and federal regulations, laws and/or statutes;

- The organizations ability to meet the required U. S. Department of Housing and Urban Development (HUD) national objective, and;
- The organizations ability to produce beneficial measurable outcomes

IV. Subrecipient/CHDO/Non-Profit/For-Profit Agreements

Before disbursing funds to any organization that is awarded funding, a written agreement must be executed. Written agreements are a vital tool in:

- Meeting all applicable state and federal requirements;
- Providing a tool for managing CDBG activities;
- To serve as a training tool; and
- Applicable to all administered grant programs.

The Final HOME Rule must be adhered to prior to execution of a written agreement, including but not limited to; CHDO capacity determination, market analysis, and subsidy layering.

The CDBG/HOME/SHIP regulations stipulate that certain requirements be included in all written agreements with subrecipients, non-profits, for-profits, and CHDO's: At a minimum, all agreements must include the following provisions:

1. A Statement of Work – A description of the work to be provided, including a schedule and budget. Specifically:
   - The purpose and nature of work to be provided, including location and days/hours of services provided.
   - The specific task to be performed.
   - The specific quantifiable level of service that will be provided for each activity (the number of people served and the number of units of service).

2. Records and reports – The specific records which must be maintained and the reporting requirements;

3. Program income – Whether program income received is to be returned to the City or retained by the entity;

4. Uniform administrative requirements - Compliance with all applicable uniform administrative requirements;

5. Other program requirements – Compliance with all applicable "other federal requirements (e.g. Davis Bacon, Lead Based Paint, etc.);

6. Suspension and termination – Conditions by which suspension or termination can occur; and

7. Reversion of assets – Upon expiration of the agreement, any CDBG funds on hand as well as any accounts receivable attributable to CDBG funds must be

transferred to the grantee. The agreement must also include the requirements covering the use of real property acquired with CDBG funds.

Once the written agreement has been negotiated and signed by an authorized agent of the agency and an authorized City official, staff must complete the required purchase requisition for the issuance of a purchase order prior to any work commencing.

V. MONITORING PROCEDURES

Objective

The primary intent of these procedures are to ensure production and accountability, compliance with applicable program requirements, federal and state regulations, and to develop standards for evaluating organizational and project performance.

These procedures are designed to create conformity and consistently in the monitoring of subrecipients receiving funding from the City of Cocoa and at a minimum will:

- Standardize procedures for reporting by funding subrecipients;
- Standardize procedures for review and monitoring;
- Set standards for how risk will be identified and addressed;
- Standardize procedures for determining the frequency of meetings, monitoring reviews and inspections;
- Set standards for pre-monitoring preparation and utilizing staff and other resources for monitoring; and
- Identify tools to be used for ease in carrying out the process.

Monitoring

Monitoring can be conducted in two ways. The first is to conduct a “desk review”. Desk reviews will be conducted at least quarterly for each subrecipient awarded funding. Staff performing desk reviews will examine progress reports, compliance records, measurable outcome achievements and financial information, to adequately assess performance and look for indicators of performance or compliance problems. Staff provides each agency with financial reimbursement and progress reporting forms. If questions or concerns arise from the review, staff will gather additional information through telephone calls or additional documents or other written materials.

The second, more intensive way the Agency will be monitored is through an on-site monitoring review. An on-site monitoring review will be conducted at a minimum of annually for all subrecipients awarded funding. The following are steps that will be taken when preparing for and conducting an on-site monitoring review:

Step 1: Preparing for the Monitoring Visit: Before the monitoring visit, staff will familiarize themselves with applicable program rules and establish a monitoring protocol. In addition the following will be reviewed prior to the visit.

- Application for funding
- Written Agreement
- Progress Reports
- Drawn-down/Reimbursement requests
- Integrated Disbursement and Information System (IDIS) reports.
- Correspondence between the Agency and the City
- Previous monitoring reviews
- Copies of financial audits

Step 2: Conducting the Monitoring Visit: The four (4) basic elements to conducting the monitoring visit are notification, entrance conference or meeting, data collection and analysis, and exit conference or meeting. These steps are defined as follows:

a. Notification: The monitoring process will always begin with staff calling the recipients to explain the purpose of the visit and to agree upon dates for the visit. A formal notification letter will follow at least two weeks before the planned visit and will include:
   - Confirmation of the dates for the review
   - Scope of the monitoring
   - Information needed for review during the visit
   - Staff needed for interviews or other assistance during the review

b. Entrance Conference: The entrance conference will be held at the beginning of the monitoring visit, usually with the executive director or other top officials of the organization, to make sure the subrecipient's have a clear understanding of the purpose, scope and schedule for the monitoring.

c. Documentation, data gathering and analysis: A clear record of all information reviewed and received during conversations with the agency should be kept. This information will be obtained utilizing the monitoring checklist. The information gathered will serve as the basis for conclusions to be included in the monitoring report and follow-up letter. The subrecipient may request identification of sources if any conclusions are disputed.

d. Exit Conference: At the end of the monitoring visit, the staff conducting the review will meet again with key agency representatives to:
   - Present preliminary results of the monitoring.
   - Provide an opportunity for the subrecipient to correct any misconceptions or misunderstandings.
   - Secure additional information to clarify or support their position.
   - If applicable, provide an opportunity for the subrecipient to report on steps the organization may already be taking to address areas of noncompliance or non-performance.

Step 3: Follow-up: At the end of the process, staff will provide the subrecipient with formal written notification of the results of the monitoring review. This letter will both recognize successes and identify and concerns or findings. In addition, the letter will set deadlines for a written response and corrective actions on any concerns or findings.

C. FINANCIAL PERFORMANCE MONITORING

During site visits staff will monitor the subrecipient's financial management system to ensure:

- Funds are being efficiently and accurately controlled.
- Subrecipients are maintaining an accounting system in which transactions are handled, records are kept, and records are generated in a manner that contents of the financial reports are traceable to the original supporting documentation of all financial transactions.

Staff will ensure that the following elements are present in all financial management systems of subrecipients awarded funding.

1. Accurate, current and complete disclosure of the financial results of each federally sponsored program, including scores and application of funds.
2. Effective control over and accountability for all funds, property, and other assets.
3. Comparison of outlays with budgeted amounts for each award.
4. Sound internal controls over purchases, cash disbursements, and cash receipts, including segregation of duties and proper authorization and approvals of transactions.
5. Periodic internal and external audits or evaluations (annual audits for all sub-recipients receiving $700,000 or more in federal or state funds.
6. Record retention policies.
7. Documentation of accounting policies, particularly those pertaining to cost charging, timesheet preparation, and procurement.
8. An accounting system that meets the following requirements;
    - Segregation of unallowable costs from allowable costs.
    - Segregation of direct from indirect costs.
    - Proper assignment and allocation of costs to functional classifications.
    - Matching of income applicable credits with associated expenditures.
    - Timely reconciliation of accounts and sub-ledgers.
    - Time-charging systems that allocate labor costs among program activities and comply with OMB issued Super Circular.
    - Consistency with accounting treatment over time and from one function or award to another.
    - Timely and accurate financial reporting
    - Maintenance of proper supporting documentation for all transactions, estimates, and calculation.

D. CORRECTIVE ACTIONS:

When identifying performance problems deeming corrective actions staff will utilize the following to determine the appropriate monitoring finding response. The approach to utilize will depend on the seriousness of the problem identified:

Stage 1: Low-level Intervention: At this stage, staff will do one or more of the following:

- Clearly identify problem areas and required corrective actions.
- Plan a strategy with the subrecipient that includes any training or technical assistance that may help to address identified problems.
- Require more frequent or more thorough reporting by the recipient.
- Conduct more frequent monitoring reviews.

Stage 2: Moderate-level Intervention: If low-level intervention steps do not remedy the identified problems, staff will take increasingly tougher steps, such as:

- Restrict payment request.
- Disallow certain expenses or require repayment of funding provided for certain expenses.
- Impose probationary status.

Stage 3: High-level Intervention: At this point, the City must take the most serious actions to put an end to noncompliance problems. Steps may include but are not limited to:

- Temporary suspension of the organization from participation.
- No consideration of the activity or organization for the next program year.
- Terminate the agreement.
- Require repayment of funds.
- Initiate legal action.

E. TECHNICAL ASSISTANCE & TRAINING

Technical assistance and training will be provided as a means to assistance subrecipients with avoiding problems and improving performance. Technical assistance and training will be provided throughout all phases of the process to assure the greatest success of subrecipients awarded funding.

F. PROJECT MONITORING

Under all Agreements, monitoring begins when activities are selected for funding or at the beginning of project development and continues through project completion.

Once construction has started a minimum of weekly site visits will be conducted accompanied by progress notes that identify and flag any pending or anticipated problems. In addition, a site visit will be conducted before processing all draw requests to ensure satisfactory completion of work.

Site visits and desk reviews will be conducted to ensure that;

- The project is meeting standards established in the written agreement
- The cost are on target;
- The number of proposed units are being produced, and;
- The quality and quantity of work is acceptable.

Contractors selected to carry out public facilities and improvement projects will submit a project schedule, projecting all major milestones.

On completed projects, a schedule will be developed to identify all required annual reviews and re-certifications.

G. RENTAL HOUSING MONITORING

For HOME assisted rental housing, all applicable HOME Rule regulations shall be followed. The financial health and physical condition of the property will be examined on an annual basis for projects with ten (10) or more units. The following reports will be examined:

- Operating budget
- Balance Sheet
- Income statement

A Certification from the property owner will be required stating that HOME-assisted housing units are suitable for occupancy and meet local property standards.

On-site inspections will be done within 12 months after project completion and then once every three (3) years during the period of affordability. During inspections the following information will be required:

- Compliance with applicable property standards requirements.
- Verification of information regarding rent and occupancy.
- Verification of information regarding leases, tenant income, rents, and utility allowances.
- Compliance with provisions of written agreements.
- Review of financial health, management capacity, and long term viability of the project.

VI. RESERVATION OF AUTHORITY

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

Section 15 Methods of Source Selection

15.1 Small Purchases

A. Policy

For purchases of supplies and services costing **less than $35,000**, the following policies and procedures shall apply. The buyer or requesting department is responsible for obtaining at least three (3) written quotations for supplies or services expected to exceed $3,000 and less than $35,000. Two verbal quotations should be obtained for supplies or services expected to cost between $1,000 and $3,000. A price check should be made on expenditures less than $1,000 when purchasing unfamiliar supplies. In all of the above situations, a "No Quote" or "No Response" is considered a response and represents a quotation as long as no other vendors are reasonably available to contact.

Dollar Amount	Quotation Requirement
Greater than $3,000 and less than $35,000	Three (3) written quotes
$1,000- $3,000	Two (2) verbal quotes
Less than $1,000	Price check

1. Verbal Quotations. Verbal quotations shall be obtained for purchases of supplies or services with an estimated price of $1,000 - $3,000. The name of the vendor, the quantity quoted, the price quotes and any other pertinent information shall be included with the purchase order.

2. Written Quotations. Written quotations shall be obtained from vendors under the following conditions:

   a. When the purchase for supplies or services is expected to exceed $3,000 and less than $35,000;

   b. When more permanent documentation is advisable. Complete information should be provided including but not limited to: description, quantity, delivery requirements, special conditions, drawings, specifications, etc.

   Written quotations must be submitted on the vendor's letterhead or estimate form and recorded in the associated requisition file in Laserfiche. Internet quotation must verify that Government pricing has been requested.

3. Confirmation Purchase Orders.
   The director of the requesting department or his/her representative may expedite the purchase of an item under $25,000 if it is determined that such action is necessary in the public interest or where adherence to the normal purchasing process could cause an adverse delay in the normal operation of the City. Written documentation justifying not only the purchase but the reason for this departure from procedure must be signed by the Department Director and then forwarded to the City Manager for approval prior to processing a confirmation requisition. This type of purchase must only be used in emergency situations as

it is a violation of purchasing policy for normal purchases. Normal purchasing procedures should be followed whenever possible.

Confirmation Purchase Orders are purchase orders processed after the product or service has been ordered or received. Certain purchases (such as fuel), due to their nature, may require a confirmation purchase order and should be approved by the City Manager as a "pre-approved confirmation purchase order vendor" prior to doing business with the vendor.

B. Procedures

The Purchasing Manager will assign the purchase request to the buyer, who will solicit quotations verbally or in writing if sufficient quotations are not provided by the requesting department.

1. Verbal Quotations

   a. When verbal quotations are solicited, the buyer or requesting department employee records quotations for the item(s). The requesting department prepares a purchase requisition utilizing the lowest and best quotation.

   b. A purchase order is then processed by Purchasing, signed by the Purchasing Manager, and issued to authorize vendor shipment of requested goods and services.

2. Written Quotations

   a. When written quotations are required, the buyer or the requesting department employee prepares a request for quotation and sends the request to potential bidders independently or use the DemandStar Quote Line.

   b. After quotations are received, the requesting department selects the lowest and best quotation.

   c. A purchase requisition is then prepared by the requesting department with the written quotations attached in the associated requisition file in Laser fiche, approved by the required approval levels and processed by Purchasing in accordance with current system procedures.

C. Bid Protests

Bid protest shall be governed by Section 15.2(A) 13 to the extent applicable.

15.2 Large Purchases

A. Policy

Large purchases for procurement of supplies, capital equipment or services costing **$35,000 or more** shall be awarded by the City Manager (within the City Manager's spending authority) or City Council (over the City Manager's spending authority) after competitive sealed bidding or sealed proposal and appropriate approvals. Exceptions to Competitive Sealed Bidding will be found in Section 12.2 (B) of this manual.

The Purchasing Manager has the responsibility for maintaining a uniform set of forms to serve the bid process. Consideration should include the need for mechanisms for vendor notifications, bid analysis and summary, bid bonds, invitation for bids and instructions to bidders. Necessary Local, State and Federal Forms will also be included.

Answers to technical questions from potential bidders raised during the bidding process should be provided by the requesting department. Purchasing shall provide all potential bidders with necessary procedural information. After all bids have been received and examined for completeness, the bid tabulation is prepared, noting all the pertinent data and exceptions. A notification of "apparent low bidder" is prepared by Purchasing and forwarded to the requesting department for review and recommendation. Also included is a "Notice of Award" form to be filled out and returned to Purchasing upon award of the bid.

The information gathered will be kept with the bid file as backup documentation in accordance with City and State retention guidelines.

Maintaining Bidders Mailing List

Purchasing shall maintain an up-to-date bidder's mailing list through the use of the DemandStar bidder's data base and encourage vendor participation in that service.

A prospective bidder shall be placed on the DemandStar bidder's mailing list by submitting a DemandStar Mailing List Application. A firm's failure to submit this application shall not preclude it from receiving an invitation for bids or request for proposals if the firm requests a copy. To be placed on the bidder's mailing list for the City of Cocoa, a supplier may contact DemandStar or the City of Cocoa Purchasing Division for instructions and support.

The City shall publish notice of specifications and criteria, including addenda, intended agency decisions or other matters pertinent to solicitations on DemandStar at www.demandstar.com. DemandStar may also be accessed through the City's web site at http://www.cocoafl.org/. Information posted on DemandStar shall be deemed received by respondents at 8:00 a.m. on the next business day following the posting. Notice of City Council award shall be deemed received by respondents at 8:00 a.m. on the next business day following the City Council meeting at which the bid was awarded. Notices shall be posted for a minimum of 72 hours following the time at which they are deemed received.

1. Invitation to Bids (ITB). An invitation to bid is issued for purchases of $35,000 or more and shall include specifications and all contractual terms and conditions applicable to the purchase. Writing of specifications is the responsibility of the requesting department. This type of solicitation cannot be changed or negotiated after opening.

2. Request for Proposals (RFP). Purchases of $35,000 or more can also be solicited through a request for proposals. This type of solicitation may not be as specific in the information it requests and proposal details including price can be negotiated after opening.

3. Public Notice. Adequate public notice of the invitation for bid or request for proposal shall be given prior to the bid or proposal opening date set forth in the bid or proposal document. To the extent feasible and permitted by state and federal law, notices shall be published in a newspaper of general circulation within Brevard County, Florida, and at least ten (10) days shall elapse between the date of the first publication of such notice and the date of receiving

bids or proposals. If time permits, the Purchasing Manager may publish legal advertisements for two consecutive weeks. Bids or Proposals for construction projects must comply with advertising requirements as stated in Florida Statute 255.0525 and other applicable statutes. For example, the solicitation of competitive bids or proposals for any construction project that is projected to cost more than $300,000 shall be publicly advertised once in the local newspaper at least 21 days prior to the established bid opening. For construction projects that are projected to cost more than $500,000, the advertisement shall be published in the local newspaper at least 30 days prior to the established bid opening. If committees are formed to meet and determine order of preference and make recommendations to the City Council or the City Manager, these meetings shall be held in accordance with the Government in the Sunshine Manual. Reasonable public notice must be provided (generally, posted for no less than 48 hours in the City Hall Lobby) with minutes taken and kept on file. Discussions of any Request for Proposals (RFP) or Request for Qualifications (RFQ) by committee members must take place in a public forum.

STAFF SHOULD CONFER WITH THE CITY ATTORNEY AND REFERENCE ALL APPLICABLE STATUTES BEFORE BIDDING OR PROPOSING ANY CONSTRUCTION PROJECT.

A copy of all invitations for bids, requests for proposals or qualifications shall be available for public inspection at the office of the Purchasing Manager.

4. Bid/Proposal Source. Sealed bids or proposals shall be solicited from responsible prospective suppliers and contractors whose names are on the bidders mailing list maintained by DemandStar. Requesting departments should provide their list of potential bidders when the Bid Package Request Form and the specification are forwarded to Purchasing.

5. Bid Security. When a public offering exceeds the City's bidding threshold and both material and labor are involved, a bid security deposit may be requested. The bid security will be returned to unsuccessful bidders upon issuance of a Notice to Proceed to the successful bidder. A bond from a surety company will be filed in the bid file and will expire based on the terms stated in the bond. A successful bidder shall forfeit his/her bid security upon refusal or failure to execute the contract within the specified number of days after the notice of award of contract. The City Council or City Manager may, on refusal or failure of the successful bidder to execute the contract, award to the next lowest and best bidder. However, in situations where the City Manager awarded the contract to a bidder whose bid is within the City Manager's spending authority, and the next lowest and best bidder exceeds the City Manager's spending authority, the City Council must consider the final award of the bid. The City may apply the bid security of the bidder in default against any damages the City may suffer because of the bidder's failure to execute the contract, without waiving the City's right to subsequently file suit against said bidder. This bid security shall not serve as liquidated damages.

6. Bid Modification. Bids or proposals may be modified or withdrawn by written notice received in the Purchasing Division prior to the time and date set for bid opening. All documents relating to the modification or withdrawal of the bid become a part of the procurement file.

7. Late Bids. Any response received after the time and date set for receipt of bid shall be determined to be late and the City will not accept the late bid.

8. Bid Opening. Responses shall be opened publicly in the presence of two or more witnesses at the time and date designated in the invitation to bid or request for proposal. Unless otherwise stated in the invitation to bid, request for proposal, or request for qualifications, an offering response shall remain active and in effect for a minimum of ninety (90) days from the due date of the offering. The amount of each bid and other relevant information, as deemed appropriate together with the name of each bidder is recorded; records and bids shall be open for public inspection unless such records and bids are exempt from public records disclosure. A tabulation of all bids received is made available to the public within three working days after opening.

9. Evaluation. Responses shall be evaluated based on the requirements set forth in the invitation to bid or request for proposal/qualification. Criteria affecting the bid price and that will be considered in the evaluation for award shall be objectively measured. For example, discounts, transportation costs, delivery, time of construction and other pertinent evaluation measurements. Numerical rating systems may be used but are not required. Criteria may not be used in the evaluation that are not set forth in the invitation for bids or request for proposals/qualifications. Evaluation of responses and the recommendation to award are the responsibility of the requesting department.

   Copies of all responses, literature, and bid tabulations will be forwarded to the requesting department with a letter identifying the "Apparent Low Bidder".

   In case of a disagreement between the Purchasing Manager and the requesting Department Director, the Purchasing Manager and the Department Director will meet with the City Manager to present both views. The City Manager will make the final decision.

10. Rejection of Bids. The City Manager or City Council may:

    a. Reject any or all bids; or
    b. Reject all bids and re-advertise for bids, pursuant to purchasing procedures.

11. City Council Action. Agenda items requesting City Council approval of the selected vendor shall be prepared by the department requesting the commodity or service. The department will provide the appropriate account number for the item. Approval signatures from the City Manager, Purchasing Manager, Finance Director, Finance Manager and any others as deemed necessary by the City Manager are required before placement on the agenda.

    Sealed bids, RFP's, or RFQ's with a dollar value within the City Manager's purchasing authority may be awarded by the City Manager without City Council approval.

12. Award of Contract. The contract shall be awarded to the lowest and best bidder whose bid or proposal best meets the specifications, requirements and criteria set forth in the bid or proposal documents.

13. Formal Protest Procedures. Any Respondent to a sealed bid, RFP, RFQ or other solicitation (hereinafter collectively referred to as "Bid") who believes they have been affected adversely by a decision of the City concerning a Bid, may file a formal protest in accordance with the following procedure.

The City will receive two kinds of protests:

- A Respondent may protest the Bid specifications or criteria, including addenda, or the procedures leading to award of the Bid ("Pre-Award Protest"); or
- A Respondent may protest the determination of the City Council or City Manager regarding final award of the Bid ("Post-Award Protest").

All protests must be initiated by filing a written Notice of Intent to Protest ("Protest Notice") with the office of the Purchasing Manager, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922. Pre-Award Protests must be initiated by filing a Protest Notice within 72 hours after receipt of the Bid or addenda. Post-Award Protests must be initiated by filing a Protest Notice within 72 hours after the decision of the City Council or the City Manager in awarding the Bid. The time periods exclude Saturday, Sunday and legal holidays. The notice shall state the name of the company protesting, a description of the bid and the bid number, the name, title and address of the person submitting the protest notice and a general statement of the nature of the protest.

Within 10 days after filing the Protest Notice, the protestor shall file its formal written protest with the Purchasing Manager. The formal written protest shall provide a detailed statement of the facts upon which the protest is based, the grounds thereof, and the remedy being sought should the City uphold the protest. This 10 day period shall begin on the date of receipt of the Protest Notice by the Purchasing Manager and will exclude Saturday, Sunday and legal holidays.

The Protest Notice shall be accompanied by a bond equaling one percent (1%) of the bid/quote/proposal amount, to a maximum of $5,000 to be used for the payment of administrative expenses associated with the protest in the event the protest is denied. Bids which do not ask for bid/quote/proposal amounts as part of the submittal are exempt from this bonding requirement.

Once the formal written protest is received, it will be reviewed by the Purchasing Manager. The Purchasing Manager will then form a Review Committee consisting of the Purchasing Manager, the Director of the department initiating the bid and the Finance Director or such other persons appointed by the City Manager. This committee will formulate a final administrative response, which will uphold or deny the protest. This response, after being reviewed and approved by the City Manager, will be forwarded to the protestant within 10 days from the receipt of the formal written protest. This 10 day period shall begin on the date of receipt of the formal written protest by the Purchasing Manager and will exclude Saturday, Sunday and legal holidays. The response will represent the final determination of the City's staff concerning the issue. During this period of time, the City will not proceed further with the solicitation or award of the contract at issue until such dispute is resolved, unless it is determined by the City that such a delay would be adverse to the City's interests and the public health, safety or welfare.

Once the protestant has filed the formal written protest, the protestant may request an opportunity to address the Review Committee. At this meeting the Review Committee and the protestant shall review the basis of the protest, evaluate its facts and merits and, if possible, reach a resolution acceptable to both parties or afford the protestant an opportunity to withdraw the protest. If the dispute cannot be resolved by mutual agreement, the Review Committee will forward the protest to the City Council or the City Manager with their recommendation for final resolution. If the City Council or the City Manager upholds the

protest, the Bond will be returned to the protestant. If, however, the protest is denied and the City Council or the City Manager further finds the protest lacks merit, the City Council or the City Manager may assess any costs, charges or damages associated with any delay of the award or any cost incurred with regard to the protest, against the Bond. The determination of the City Council or City Manager shall be final as to award of the Contract and all bid protests.

During the Bid protest, the burden shall be on the protestant to demonstrate by clear and convincing evidence that the Bid was procedurally or substantially flawed, arbitrary, fraudulent, unreasonable and capricious, dishonest, corrupt or illegal.

Failure to file a Bid protest within the time periods prescribed herein shall constitute an absolute and complete waiver of a person's right to protest a particular City Bid.

14. Acceptance of Bid. The signed bid shall be considered an offer by the bidder. The bid offer shall be deemed accepted only upon issuance and execution by the City of a purchase order or other contractual document.

15. Local Vendor Preference. 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 the 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 and do not fall into one of the categories outlined in Ordinance 11-2009 which was amended by Ordinance 14-2009 and is available for review in the Office of the City Clerk or the Office of the Purchasing Manager at 65 Stone Street, Cocoa, Florida 32922.

    The local preference policy will not apply to the following purchases or contracts:

    - Contracts or purchases in excess of one million dollars ($1,000,000).
    - Contracts for professional services, including those awarded under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes).
    - Purchases or contracts which are funded, in whole or in part, by a governmental entity whose laws or regulations governing such funding prohibit application of a local vendor preference.
    - State or Federal law prohibits the use of local preferences.
    - Goods or services provided pursuant to a cooperative purchasing agreement.
    - Purchases or contracts under emergency situations.
    - When the City has waived competitive bidding requirements.
    - Purchases or contracts under a bid or request for proposal for which the City has expressly waived, in the invitation for bid or request for proposal, the requirements of this local preference policy.
    - The City has deemed the business not qualified to perform the work.
    - The City rejects all bids or proposals.
    - All the bids exceed the City's budgeted amount for the project.

The local vendor preference policy does 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 and 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.

B. Procedures

1. The department requesting the bid or proposal shall provide a general description of the article(s) to be purchased, specifications and general conditions of the bid or proposal.

The following information should be provided, as applicable by the indicated department:

a. A statement of general purpose and description of the services and supplies being requested or scope of work (Requestor)
b. Specifications (Requestor)
c. Public Entity Crimes statement clause (Purchasing)
d. Drug free Workplace statement clause (Purchasing)
e. Informality waiving and bid rejections clause (Purchasing)
f. Insurance/safety requirements (Purchasing)
g. Any particular evaluation criteria (Requestor)
h. Any pertinent attachments (Requestor)
i. CFDA number on bids using Federal Grant Funds (Requestor)
j. CSFA number on bids using Florida State Grant Funds (Requestor)

For Utilities and Public Works contracts, the following additional information should be provided, as applicable by the indicated department:

j. General contract terms (Requestor)
k. Special and/or technical provisions (Requestor)
l. Contract agreement (Requestor)
m. Security and bid bond clause (Purchasing)
n. Performance and payment bond clause (Purchasing)
o. Non-collusion clause (Purchasing)
p. Commencement and completion of work requirements and any associated penalties for delay (Requestor)
q. Trench Safety Act Form if required pursuant to Chapter 553, Florida Statutes. (Purchasing)
r. Allowable progress payments (Requestor)
s. Project manager (Requestor)
t. Pre-bid conference or job inspection requirements (Requestor)

2. The Purchasing Manager reviews the bid documents for completeness. The Purchasing staff prepares the invitation for bid or request for proposal/qualification for review by the requestor and distributes the documents through DemandStar.

3. A pre-bid conference with vendors may be necessary, depending on the complexity of the specifications or the scope of the work to be performed. This meeting should be conducted by the Purchasing Manager in conjunction with the Project Manager and the names and companies of all attendees shall be recorded for retention in the bid file.

4. Bids or proposals arriving in Purchasing before the bid opening date and time are filed until the bid opening. All bids received are date/time coded.

5. The bids are opened publicly, in the presence of one or more witnesses, at the time, date, and place designated in the invitation for bid or request for proposal. The name of the bidder, the bid price and other information as deemed appropriate is read aloud. All individuals attending the bid opening must sign the Bid Opening Sign In Sheet. The bids are available for inspection by the public.

6. Purchasing tabulates the bids to determine the apparent low bidder and provides that information to the requesting department. This review is only intended to identify a low bidder based on raw numbers only and is subject to factors which the requestor must weigh in determining a recommended reward.

7. The requesting department shall prepare a written recommendation (in agenda item form) for approval by the City Manager and any others as deemed necessary. Upon their approval, the recommendation and supporting documents are prepared for City Council approval.

8. Upon approval by City Council, the requesting department or the City Clerk will issue notice of award and request any required insurance certificates, bonds or other contractual documents from the vendor.

9. Upon receipt of these documents, the requesting department prepares a purchase order which Purchasing will issue to the recommended vendor.

15.3 Use of Police Forfeiture Funds

When spending forfeited funds (City Fund 141), the Chief of Police or designee must present an agenda item to the City Council for each requested expenditure, regardless of the amount or the purpose. The agenda item must include language certifying the expenditure request complies with the provision of F.S. Chaper 932.7055 (5)(b) - Disposition of liens and forfeited property.

15.4 Procurement of Professional Services

A. Policy

This policy applies to the procurement of all professional services required by the City of Cocoa not otherwise subject to requirements of Section 287.055, Florida Statutes. Professional services are those professional employment classifications, such as lawyers, physicians, auctioneers, accountants, appraisers, etc., requiring specialized skills, training, and education and/or licensing to obtain such recognition or designation.

Professional services in amounts less than $35,000 per contract, or $100,000 per contract in cases of an emergency defined by the City Manager, and not otherwise subject to requirements of Section 287.055, Florida Statutes may follow the procedure in Section 15.1 (Small Purchases). The City Council or City Manager (within the City Manager's spending authority) may, at their discretion, waive the procurement requirements of this section if the City Council or the City Manager finds it is in the best interests of the City.

Legislation Details (With Text)

File #:	16-108	**Version:**	1	**Name:**	Water Resource Associates - 4th Amendment to Consulting Services Agreement
Type:	Contract			**Status:**	Consent Agenda
File created:	3/17/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	To Approve 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. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa - Amend 4 signed by WRA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 17, 2016
Agenda Date: April 12, 2016
Prepared By: Tammy Costantini, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve 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

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 five-year Consumptive Use Permit (CUP) review with the St. Johns River Water Management District (SJRWMD). During that time period, the City has worked through the City Attorney's office to retain the services of Water Resource Associates, Inc. (WRA) to provide technical water resource consulting assistance. WRA has gained considerable knowledge about the City's water treatment facilities that would take a new consultant a substantial amount of time to acquire, and retaining a new consultant could hamper current efforts by the City related to pending water resource issues. WRA's familiarity with the City's water treatment facilities is now an asset to the City.

On April 27, 2010, City Council approved a three-year contract with WRA subject to renewals by mutual agreement. The work performed under the agreement is on a task "as needed" basis.

On April 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. The current agreement expires on April 26, 2015 and staff is requesting Council approval of the Third Amendment to Purchase Agreement effective April 27, 2015 through April 26, 2016.

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. The current agreement expires on April 26, 2016 and staff is requesting Council approval of the Fourth Amendment to Purchase Agreement effective April 27, 2016 through April 27, 2017.
Staff recommends WRA'a contract be renewed.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None at this time.

PREVIOUS ACTION:

On April 27, 2010, City Council approved a three-year contract with WRA subject to renewals by mutual agreement.

On April 9, 2013, City Council approved the First Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida.

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.

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.

RECOMMENDED MOTION:

To Approve 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.

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	**CITY OF COCOA**
By: Mark D. Farrell, P.E.	**By: Henry U. Parrish III**
(Name) Printed	(Name) Printed
President	**Mayor**
(Title)	(Title)
Signature	Signature
Date 3/17/16	Date

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%)

Legislation Details (With Text)

File #:	16-109	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	3/21/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	To Approve Task Order 2016-73 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System; To Approve a Resolution Amending the FY2016 Budget. (Utilties Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Task Order 2016-73 Cocoa DWS SCADA Routine Services FY2016 SOW 030916 Res Budget Amendment File 16-109 BA Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 22, 2016
Agenda Date: April 12, 2016
Prepared By: William Troy Howell, Dyal Water Treatment Plant Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2016-73 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System; To Approve a Resolution Amending the FY2016 Budget

BACKGROUND:

The City of Cocoa has performed a major upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides assistance to the City to support the SCADA system including periodic maintenance, troubleshooting, and minor Improvements as well as performance. CH2M will coordinate the SCADA support work and onsite schedule as determined and directed by the City of Cocoa. CH2M also will provide procurement services for SCADA hardware and software as directed by the City of Cocoa.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, in different account
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$123,605.09
Account Number	421-4020-536.46-00
Account Name	Repair & Maintenance
Source of Funds	421-4055-536.63-00, WS1117

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Task Order 2016-73 with CH2M Hill Engineers, Inc. for SCADA support for routine maintenance and on-call services of the Wonderware Archestra SCADA System, to approve a resolution amending the FY2016 budget.

Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-27-COC **Vendor:** CH2M Hill Engineers, Inc.

Dept./Division Name: Util/Dyal **Requestor:** Troy Howell Digitally signed by Troy Howell Date: 2016.03.22 11:50:47 -04'00' **Date:** 3/22/16

Project Number: WS-1117 **Title:** Superintendent

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. _____ **Requested Amendment Amount:** _____

Original Task Order Amount: _____ **Total Revised Amount including all Amendments:** _____

Total number of Amendments including this one: _____

Quote/Proposal #: Task Order 2016-73 **Dated:** 3/9/16 **Amount:** $ 123,605.09

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoa8, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.03.28 10:24:38 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

The City of Cocoa has performed an upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides assistance to the City to support the SCADA system including periodic maintenance, troubleshooting, and minor improvements.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2016-73

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 3/29/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.03.29 13:05:46 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

City of Cocoa
Task Order 2016-73
Drinking Water System SCADA Routine Maintenance and On-Call Services – Fiscal Year 2016

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

Background

The City of Cocoa has performed an upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides assistance to the city to support the SCADA system including periodic maintenance, troubleshooting, and minor improvements.

Task 1 – SCADA Services

CH2M will coordinate the SCADA support work and onsite schedule as determined and directed by the City of Cocoa within the compensation limits of this task order. Work activities may include the following types of work:

- Monthly onsite visit to the water treatment facility by CH2M SCADA staff
- Perform assessment of the computer log files
- Assess system performance
- Perform troubleshooting as requested by the city
- Perform minor changes to the control system as requested by the city
- Assess SCADA network performance
- PLC programming
- HMI programming
- Historian configuration
- Telemetry support
- SCADA network support
- Backup SCADA files
- SCADA reporting support
- HMI trending support
- Training as requested
- Management and Information Solutions (M&IS)
- Emergency telephone support services
- Other SCADA support services as directed by the city to maintain a reliable and secure SCADA system
- Task execution may include subcontracting work to other SCADA specialty firms
- Some tasks may be performed via a remote connection or partially performed in a CH2M office with final installation onsite as determined by the city

Task 2 – Hardware and Software

Provide procurement services for SCADA hardware and software as directed by the city of Cocoa within the compensation limits of this task order.

Project Deliverables

- Monthly task status report when work is performed
- Meeting minutes for meetings with City of Cocoa staff

General Project Assumptions

- All deliverables will be provided in electronic format with no hard copies.
- City of Cocoa will provide written review comments for draft deliverables within two calendar weeks or deliverable will be considered acceptable as submitted.
- All documents will be submitted as a draft for City of Cocoa review and comments. Comments will be addressed and a final document issued.

Schedule

This proposal will cover services and activities to be delivered through September 30, 2016. CH2M HILL will commence work within 2 weeks of receiving a written notice to proceed.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between tasks being interchangeable. Project and subtask fee are shown in the Compensation Table below. Subcontracts and material procurement will be invoiced at actual cost, plus 10% markup on actual cost, plus applicable taxes and freight charges.

Compensation Table – Summary

	Hours	Rate	Labor Total	Travel/ Material	Subtotal
Task 1 SCADA Services					
Jr. Professional Engineer/Scientist/Consultant	168	$120.84	$20,301.12		$20,301.12
Professional Engineer/Scientist/Consultant	40	$138.96	$5,558.40		$5,558.40
Project Engineer/Scientist/Consultant	40	$101.84	$4,073.60		$4,073.60
Sr. Professional Engineer/Scientist/Consultant	80	$188.40	$15,072.00		$15,072.00
Sr. Professional Engineer/Scientist/Consultant	224	$188.40	$42,201.60		$42,201.60
Sr. Project Manager	61	$199.17	$12,149.37		$12,149.37
Travel Expense				$7,749.00	$7,749.00
Task 2 Hardware and Software					
Material				$15,000.00	$15,000.00
Material Markup 10%				$1,500.00	$1,500.00
Grand Total	**613**		**$99,356.09**	**$24,249.00**	**$123,605.09**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As project scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the Program Management Team and the City. The Consultant's rates will be billed in accordance with rates defined in Attachment A.

This proposal is effective for 90 days.

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M HILL Engineers Inc.
	
By: _____	By: _____
Title: _____	Title: Vice President
Date: _____	Date: 03/09/16

Attachment A
CH2M HILL 2016 Per Diem Schedule

Classification	Description	2016 Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

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

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

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

RESOLUTION NO. 2016-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 this 12th day of April, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 03/30/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 123,606)	421-4055-536.63-00	WS1117	Infrastructure	$ 29,832,102	$ 31,454,312	$ 31,330,706	$ 10,634,788
$ 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
($ 123,606)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 123,606	421-4020-536.46-00		Repair & Maintenance	$ 1,798,588	$ 2,610,013	$ 2,733,619	$ 1,168,486
$ 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
$ 123,606	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Support for the new SCADA system inadvertently budgeted under Project WS1117 in the Engineering Capital Account. Agenda #16-109

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/12/16 *RESOLUTION #:* 2016-24

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

3/30/16	Norma Hernandez (Digitally signed by Norma Hernandez)	3/31/16	Lea Taylor (Digitally signed by Lea Taylor)		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/30/16	John "Jack" Walsh (Digitally signed by John "Jack" Walsh)	3/31/16	Lora Howell (Digitally signed by Lora Howell)		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/18/15 - IT

Legislation Details (With Text)

File #:	16-110	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Consent Agenda	
File created:	3/21/2016		**In control:**	City Council	
On agenda:	4/12/2016		**Final action:**		
Title:	To Award Bid Number B-16-09-COC, Filter Media Removal and Replacement to Petticoat-Schmitt, 6380 Phillips Highway, Jacksonville, Florida, for the Removal and Replacement of Filter Media at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Contract. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid Memo B-16-09-COC Tabulation Sheet Section 500 - Contract Documents				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 22, 2016
Agenda Date: April 12, 2016
Prepared By: William Troy Howell, Dyal Water Treatment Plant Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid Number B-16-09-COC, Filter Media Removal and Replacement to Petticoat-Schmitt, 6380 Phillips Highway, Jacksonville, Florida, for the Removal and Replacement of Filter Media at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Contract

BACKGROUND:

The Dyal Water Treatment Plant (Dyal WTP) uses filtration as a process to remove suspended solids from the water. The filters are now becoming ineffective due to growth in the media. This is due to running a slightly higher pH through them for lead and copper control. The filter media has been replaced in 2005 and 2012, and now we are beginning a program beginning in FY2016 to replace the two filters every year until FY2018.

On March 20, 2016, Purchasing sent out five hundred thirty-three (533) invitations and notifications to bid and received one (1) response from twenty-one (21) plan holders.

The low bidder is Petticoat-Schmitt of 6380 Phillips Highway Jacksonville, Florida with a low bid of $253,000.

Staff requests City Council approve award of Bid B-16-09-COC to Petticoat-Schmitt for the filter media removal and replacement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$253,000
Account Number	421-4020-536.46-00
Account Name	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Award Bid Number B-16-09-COC, Filter Media Removal and Replacement, to Petticoat-Schmitt, 6380 Phillips Highway, Jacksonville, Florida, for the removal and replacement of filter media at the Dyal Water Treatment Plant; to authorize the City Manager to execute the contract.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Troy Howell, Superintendent

From: Sonja Suarez, Purchasing Manager

Date: 3/10/16

Re: **Bid #B-16-09-COC, Dyal WTP Filter Medial Removal & Replacement**

Bids for the subject offering were opened on March 10, 2016 at 3:00 p.m. Purchasing sent out five hundred thirty-three (533) invitations and notifications to bid and received one (1) response from twenty-one (21) plan holders.

THE APPARENT LOW BIDDER IS PETTICOAT-SCHMITT OF 6380 PHILIPS HIGHWAY, JACKSONVILLE FL. 32216

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, March 10, 2016

BID NUMBER: B-16-09-COC Dyal WTP Filter Media Removal & Replacement

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	00300 Bid Form Bid Alternate	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate as to Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.
Parkit Construction PO Box 120278 West Melbourne, FL 32912						NO BID	NO BID												
Petticoat-Schmitt 6380 Philips Highway Jacksonville, FL 32216	Y	NA	Y	Y	Y	$253,000.00	$39,000.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

00665 Certificate of Insurance for Worker's	00675 Trench Safety
Y	Y

SECTION 00500

FORM OF AGREEMENT
B-16-09-COC

This Agreement made and entered into on the _____ day of _____, 2_____ by and between Petticoat Schmitt Civil Contractors, INC. _____ hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

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

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within one, (01) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within one hundred thirty (130) days and totally complete all work in its entirety within one hundred forty-four (144) days of Notice to Proceed or Purchase Order. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of one thousand ($1,000.00) per calendar day.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

TWO HUNDRED FIFTY THREE THOUSAND AND 00/100 DOLLARS ($ 253,000.00)

(Written in Words) (In Figures)

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Agreement and will be based on complete work in place. Also, the contractor shall: (1) Provide satisfactory evidence that it has acquired title to materials that it has been paid for and that materials will be used for this contract, and (2) Provide a Consent of Surety for the progress payments.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved

in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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.

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 polices and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ 253,000.00 with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. **ATTORNEY FEES AND COSTS** - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. **FULLY NEGOTIATED AGREEMENT** - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

i. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or

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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

v. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

(b) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

ARTICLE 21. **TERMINATION** Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the even of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

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

ARTICLE 22. **INDEMNIFICATION**

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

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

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

(b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

ARTICLE 24. **NO JOINT VENTURE** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. **THIRD PARTY RIGHTS** Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. **ASSIGNMENT**

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

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

(c) If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor I the presence of:

BY _____ LAUREN C. ATWELL
(CONTRACTOR) VICE PRESIDENT

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

Legislation Details (With Text)

File #:	16-112	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	3/22/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	To Award Bid # B-16-11-COC, Viera Pump Station Stairs, to Crom Engineering & Construction Services, Gainesville, Florida, for the Purchase and Installation of a Stairway at the Viera Pump Station; To Authorize the City Manager to Execute the Contract. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-16-11-COC Bid Memo B-16-11-COC Bid Tabulation Contract Documents				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2016
Agenda Date: April 12, 2016
Prepared By: William Troy Howell, Dyal Water Treatment Plant Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid # B-16-11-COC, Viera Pump Station Stairs, to Crom Engineering & Construction Services, Gainesville, Florida, for the Purchase and Installation of a Stairway at the Viera Pump Station; To Authorize the City Manager to Execute the Contract

BACKGROUND:

The Dyal Water Treatment Plant (Dyal WTP) staff identified critical safety deficiencies on a number of the Ground Storage Tanks (GST) throughout the treatment system. Safety devices include any item related to the safety of employees accessing, climbing or servicing a GST. These items include hand rails, tie offs, ladders, and stairways.

In FY14 the Dyal Plant staff began a program to fund the replacement and addition of required safety devices to support employees' safety as well as efficient access to all areas of the GST. The first phase of the program included the installation of hand rails with the addition of structural tie offs to allow maintenance and operations staff to fasten safety harnesses. These modifications were made to GSTs at both the Banana River and South Mainland Pump Stations. The following year, hand rails and access hatch perimeter guards were added to the GSTs at the Dyal WTP.

Phase 2 includes the addition of stairways to those GSTs that do not currently have a means of

approach other than ladder access. Initial design criteria took into account the remoteness and limited frequency of access to the top of each of the booster station GSTs. Currently fitted with an external ladder to access the top of the tank as well as the upper hatch, accessibility is inefficient and unsafe to both operations staff and maintenance employees. The ability to annually maintain each tank is enhanced by the ability to load and remove differing materials, equipment and personnel efficiently and safely.

On March 24, 2016, Purchasing sent out five hundred fifty-seven (557) invitations and notifications to bid and received four (4) responses from twenty-three (23) plan holders.
The lowest bidder was Crom Engineering & Construction Services of Gainesville, Florida, with a low bid of $69,660.

Staff recommends approval to award Bid # B-16-11-COC, Viera Pump Station Stairs, to Crom Engineering & Construction Services for the purchase and installation of stairs at the Viera Pump Station.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$69,660
Account Number	421.4020.536.4600
Account Name	
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To award Bid # B-16-11-COC to Crom Engineering & Construction Services, Gainesville, Florida, for the purchase and installation of a stairway at the Viera Pump Station; To authorize the City Manager to execute the contract.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Troy Howell, Superintendent

From: Sonja Suarez, Purchasing Manager

Date: 3/24/16

Re: **Bid #B-16-11-COC, Viera Pump Station Stairs**

Bids for the subject offering were opened on March 24, 2016 at 3:00 p.m. Purchasing sent out five hundred fifty-seven (557) invitations and notifications to bid and received four (4) responses from twenty-three (23) plan holders.

THE APPARENT LOW BIDDER IS CROM ENGINEERING & CONSTRUCTION SERVICES, OF GAINESVILLE, FL.

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, March 24, 2016

BID NUMBER: B-16-11-COC VIERA PUMP STATION STAIRS

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate as to Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's
Crom Engineering & Const. Svcs 6801 S.W. Archer Road Gainesville, FL 32608	X		X	X	X	$69,660.00	X	NA	X	X	NA	X	X	X	X	X	X	X	X
P.W. Hearn, Inc. P.O. Box 237782 Cocoa, FL 32923	X	X	X	X	X	$91,299.00	X	NA	X	X	X	X	X	X	X	X	X	X	X
C & D Construction, Inc. P.O. Box 236577 Cocoa, FL 32923	X	X	X	X	X	$92,597.00	X	NA	X	X	X	X	X	X	X	X	X	X	X
SDV Services LLC 1514 S. Washington Ave Titusville, FL 32780	X	X	X	X	X	$98,321.00	X	NA	X	X	X	X	X	X	X	X		X	X

	00675 Trench Safety
	X
	X
	X
	X

Legislation Details (With Text)

File #:	16-114	**Version:** 1	**Name:**	Fleet Building Expansion Bid Acceptance	
Type:	Resolution		**Status:**	Consent Agenda	
File created:	3/22/2016		**In control:**	City Council	
On agenda:			**Final action:**		
Title:	To award Bid #B-16-03-COC, Fleet Garage Addition, to Parkit Construction, Inc. of West Melbourne, for the Expansion of the Cocoa Fleet Building, Project # CP11FS in the amount of $265,900.00; Approve a resolution to amend the FY2016 budget; and Approve a resolution to authorize the City Manager to approve change orders not to exceed $10,000 for a total project cost of $275,900. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-16-03-COC Final MEMO B-16-03-COC Tabulation Sheet Parkit Construction Bid Submittal File 16-114 Resolution 2016-25.pdf File 16-114 Resolution 2016-26.pdf BAF-FleetExpansionREV(4-12-16) Agenda 16-114.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 25, 2016
Agenda Date: April 12, 2016
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
To award Bid #B-16-03-COC, Fleet Garage Addition, to Parkit Construction, Inc. of West Melbourne, for the Expansion of the Cocoa Fleet Building, Project # CP11FS in the amount of $265,900.00; Approve a resolution to amend the FY2016 budget; and Approve a resolution to authorize the City Manager to approve change orders not to exceed $10,000 for a total project cost of $275,900.

BACKGROUND:

Bids for the subject offering were opened on March 15, 2016 at 3:00pm. Purchasing sent out one thousand, sixteen (1,016) invitations and notifications to bid and received nine (9) responses from forty three (43) plan holders. The apparent low bidder is Parkit Construction, Inc. of West Melbourne.

Project #CP11FS was established to expand the Fleet Services Building Garage to accommodate larger vehicles for repair.

Staff requests the approval of Bid # B-16-03-COC for the Total Base Bid of $263,400.00 and the Alternate Bid #1 (LED in Lieu of Fluorescents) in the amount of $2,500.00, in order to proceed with the construction of the Fleet Building Expansion. Because the budgeted amount of $275,000 is not enough to complete the project due to the fact that architectural services were expended on design, additional funding is necessary. Staff proposes an amendment to the FY2016 budget to transfer funds from 301-3580-519-62-00 (Project CP1501 - Heart of Cocoa Meeting Room) in the amount of $38,709 to complete the project. Staff also requests authorization for the City Manager to approve change orders not to exceed $10,000.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted (not fully)	Yes
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	($38,709.00)
Project Number	CP1501
Account Number	301-3580-519-62-00
Account Name	Gen Govt Svcs/Buildings

Amount Requested	$ 275,900.00
Project Number	CP11FS
Account Number	_001-3580-519-62-00
Account Name	_Capital Buildings

Source of Funds: __X_Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To award Bid #B-16-03-COC, Fleet Garage Addition, to Parkit Construction, Inc. of West Melbourne, for the Expansion of the Cocoa Fleet Building, Project # CP11FS in the amount of $265,900.00; Approve a resolution to amend the FY2016 budget; and Approve a resolution to authorize the City Manager to approve change orders not to exceed $10,000 for a total project cost of $275,900.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Tony Jones, Fleet Manager

From: Sonja Suarez, Purchasing Manager

Date: 3/15/16

Re: **Bid #B-16-03-COC, Fleet Garage Addition**

Bids for the subject offering were opened on March 15, 2016 at 3:00 p.m. Purchasing sent out one thousand sixteen (1,016) invitations and notifications to bid and received nine (9) responses from forty-three (43) plan holders.

THE APPARENT LOW BIDDER IS PARKIT CONSTRUCTION, INC. FROM WEST MELBOURNE, FL.

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

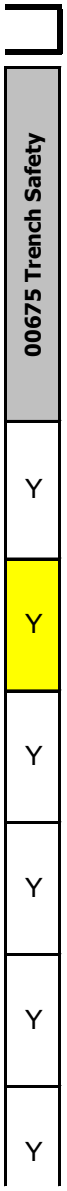
BID TABULATION SHEET

BID OPENING DATE: Tuesday, March 15, 2016

BID NUMBER: B-16-03-COC FLEET Garage Addition

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	00300 Bid Form ALTERNATE 1	00300 Bid Form ALTERNATE 2	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate as to Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.
Estep Construction, Inc 820 S. Duncan Dr. Tavares, FL 32778	Y	NA	Y	Y	Y	$273,333.00	$25,000.00	$10,000.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Parkit Construction, Inc. P.O. Box 120278 West Melbourne, FL 32912	Y	YTB	Y	Y	Y	$263,400.00	$2,500.00	$1,500.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Derelle, Inc 11520 Nellie Oaks Bend Clermont, FL 34711	Y	NA	Y	Y	Y	$363,026.00	$367,516.12	$364,026.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
P.W. Hearn, Inc. P.O. Box 237782 Cocoa, FL 32922	Y	YTB	Y	Y	Y	$322,689.00	$4,370.00	$7,166.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
W&J Construction Corp. 1038 Harvin Way, Suite 120 Rockledge, FL 32955	Y	YTB	Y	Y	Y	$319,917.00	$4,523.00	See Exceptions	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
The Watauga Company 4275 Capron Road Titusville, FL 32780	Y	Y	Y	Y	Y	$397,600.00	$4,800.00	$3,000.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

C&D Construction, Inc. P.O. Box 236577 Cocoa, FL 32923	Y	YTB	Y	Y	Y	$348,548.00	$5,000.00	$4,000.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Welsh Companies 3972 W. Eau Gallie Blvd. Suite A Melbourne, FL 32934	Y	YTB	Y	Y	Y	$355,014.00	$4,259.00	No Bid See Exceptions	Y	Y	Y	Y	Y	Y	Y	D	Y	Y	Y	Y	Y
Moran Construction, Inc. 113 King Street Cocoa, FL 32922	Y	Y	Y	Y	Y	$370,371.00	$5,000.00	$5,000.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y


00675 Trench Safety
Y
Y
Y
Y
Y
Y

Y
Y
Y

CHECK LIST

FOR SEALED BID

Bid #B-16-03-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 typed 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 00312 References
9.	Yes ☒	Section 00320 Statement of Bidders Qualifications
10.	Yes ☒	Section 00330 Listing of Subcontractors
11.	Yes ☒	Section 00410 Bid Bond

12.	Yes ☒	Section 00480 Non-Collusion Affidavit
13.	Yes ☒	Section 00485 Drug free workplace certification signed
14.	Yes ☒	Section 00490 Conflict of Interest Statement
15.	Yes ☒	Section 00620 Corporate Principle Statement
16.	Yes ☒	Section 00650 Certificate of Insurance Liability
17.	Yes ☒	Section 00660 Affidavit Regarding Workman's Compensation
18.	Yes ☒	Section 00665 Certificate of Insurance for Workman's Compensation
19.	Yes ☒	Section 00675 Trench Safety Act Certification

Section 00299

SUBMIT BID TO:			
CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor, Room 311 **PH: 321-433-8833**	# INVITATION TO BID **Bidder Acknowledgement** *FORM NO. 00019*		
	BUYER: SONJA HAMILTON-SUAREZ	TELEPHONE #: **321-433-8833**	FAX #: **321-433-8860**

MAILING DATE:	BID TITLE:	*BID NUMBER:*
Monday, 02/08/2016 @2:30p.m.	**FLEET GARAGE ADDITION**	**B-16-03-COC**

BID SUBMITTAL DATE AND TIME:	BID OPENING TIME AND LOCATION:	BIDS RECEIVED AFTER SUBMITATAL DATE AND TIME WILL NOT BE ACCEPTED
TUESDAY, 03/15/2016 @ 2:30 p.m.	**3:00 p.m. Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor Conference Room**	

PRE BID DATE, TIME AND LOCATION (IF APPLICABLE):	TIME:	DATE:
Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor Conference Room	**10:00 AM**	**02/25/2016**

BIDDER NAME:	Parkit Construction, Inc.		
MAILING ADDRESS:	PO Box 120278		
CITY-STATE-ZIP:	West Melbourne, FL 32912-0278		
EMAIL ADDRESS:	dpark1@cfl.rr.com	TELEPHONE NO:	(321) 426-6556
		FAX NO:	(321) 952-8120
AUTHORIZED SIGNATURE (MANUAL):		TITLE:	Owner / Director
TYPED/PRINTED NAME:	Dave Park	DATE:	03/15/16

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:

a. 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 posted legal ad on bulletin board ☐ 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.

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

SECTION 00110
LOCAL VENDOR PREFERENCE AFFIDAVIT
CITY OF COCOA
BID # B-16-03-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.

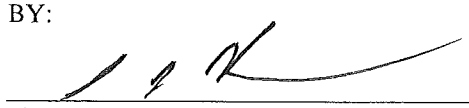
THIS REQUEST FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECIEPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

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 X **Yes** ___**No (must be attached to receive preference)**

Name of Business Parkit Construction, Inc.

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.

BREVARD COUNTY TAX COLLECTOR
Lisa Cullen, CFC

2016 Details — Business Tax Account PARKIT CONSTRUCTION INC

Business Tax Account #885015593 Account details **Account history**

2016	2015	2014	2013	...	2009
PAID	PAID	PAID	PAID		PAID

Account number: 885015593
Business start date: 01/13/2006
Business address: PARKIT CONSTRUCTION INC
1759 HUNTINGTON LA
SUITE 02-00B46
ROCKLEDGE, FL 32955
Physical business location: CITY OF ROCKLEDGE

Owner(s): PARKIT CONSTRUCTION INC
P O BOX 120278
WEST MELBOURNE, FL 32904-0278
Mailing address: PARKIT CONSTRUCTION INC
P O BOX 120278
WEST MELBOURNE, FL 32904-0278

Receipts And Occupations

Receipt 885003513.000

Print Business Tax Receipt

PAID 2016-01-21 $46.25
Receipt #000-16-00046845

LICENSE AMOUNT RECEIPT AMT	10/01/2015–09/30/2016	
CONTRACTORS/CONSTRUCTION GENERAL CONTR.[CERTIFIED]	10/01/2015–09/30/2016	No taxes due
Documentation Required by Occupation:		
HAZARDOUS WASTE GENE HAZ WASTE GEN. SURCHARGE	10/01/2015–09/30/2016	**PAID** 2016-01-21 $62.50 **Receipt** #000-16-00046845

SECTION 00296
Scrutinized Company Certification
Solicitation No. B-16-03-COC
FLEET GARAGE ADDITION

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR 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, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

Dave Park Owner / Director
(Printed Name and Title)

Parkit Construction, Inc.
(Name of Vendor)

STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 15 day of 3, 2016, by Warner Henderson (name of person whose signature is being notarized) as Personal Banker (title) of Wells Fargo (Name of Vendor), known to me to be the person described herein, or who produced PL DL (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature) State of FL at Large (Seal)

Warner Henderson (Print Name) My commission expires: July 17, 2016

Warner Henderson
Notary Public
State of Florida
My Commission # EE 217312
Expires: July 17, 2016

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 agrees 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: Parkit Construction, Inc.	Date: 03/15/16
Signature of Authorized Certifying Official:	Title: Owner / Director

BIDDER'S CERTIFICATION

BID NO. B-16-03-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.

Parkit Construction, Inc.

Name of Business

BY: _____

Signature

Dave G. Park, Owner / Director

Name & Title, Typed or Printed

PO Box 120278

Mailing Address

West Melbourne, FL 32912-0278

City, State, Zip Code

(321) 426-6556

Area Code & Phone Number

(321) 952-8120

Area Code & Fax Number

Sworn to and subscribed before me

this 15 day of March 2016, 2016

_____

Signature of Notary

Notary Public, State of Florida

Personally Known _____

- OR -

Produced Identification fl DL

Type: _____

Warner Henderson
Notary Public
State of Florida
My Commission # EE 217312
Expires: July 17, 2016

SECTION 00300
BID FORM
FLEET GARAGE ADDITION
City of Cocoa
BID NO. B-16-03-COC

Proposal of Parkit Construction, Inc.
(Name)

PO Box 120278, West Melbourne, FL 32912-0278
(Address)

to furnish all materials, service, equipment, and labor required, for FLEET GARAGE ADDITION 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.

TOTAL BASE BID	$ 263,400.00

two hundred sixty-three thousand four hundred & 00/100 Dollars
(Grand Total Written in words)

ADDITIVE ALTERNATE BID (LED IN LIEU OF FLUORESCENT FOR MARK 'A' LIGHT FIXTURES)	$ 2,500.00

Add to Base Bid

two thousand five hundred & 00/100 Dollars
(Grand Total Written in words)

ADDITIVE ALTERNATE BID (INSTALL TIRE CAROUSEL)	$ 1,500.00

Add to Base Bid

one thousand five hundred & 00/100 Dollars
(Grand Total Written in words)

The undersigned also agrees as follows:

1) **The undersigned Bidder also agrees to commence the work with an adequate force and equipment within TEN (10)** consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in **ONE HUNDRED FIFTY (150)** days with completion in **ONE HUNDRED EIGHTY (180)** days from notice to proceed.

2) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

3) **The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)**

4) The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of ONE HUNDRED DOLLARS ($100.00) per calendar day.

Receipt of Addenda Number(s) 1-3 is acknowledged.

Dated this 15th day of March, 2016.

Parkit Construction, Inc.
(Company or Corporation Name)

PO Box 120278
(Street or P.O. Box)

West Melbourne, FL 32912-0278
(City, State and Zip Code)

(321) 426-6556
(Area Code and Phone Number)

(321) 952-8120
(Area Code and Fax Number)

dpark1@cfl.rr.com
(Email Address)

By Dave Park Owner / Director
(Name Printed and Title)

(Signature)

Warren Henderson
Notary Public
State of Florida
My Commission # EE 217312
Expires: July 17, 2018

PERSONALLY APPEARED BEFORE ME, the undersigned authority, David G Park who, after first being sworn by me, affixed his/her signature in the space provided above on this 15 day of March, 2016.

(Notary Public)

My commission Expires:

EXCEPTIONS /DIVIATIONS OR CLARIFICATIONS TO SPECIFICATIONS

BID NO. B-16-03-COC

N/A

SECTION 00311

REFERENCES
BID #B-16-03-COC

Bidder shall submit as a part of the bid package, three- (3) business references. The Bidder must include name of the business, address, contact person, and telephone number. This list of References must be of similar nature and size preferably governmental/Municipalities.

Business Name	Architects RZK, Inc.
Address	600 Florida Ave, Suite 201, Cocoa, FL 32922
Telephone Number	(321) 631-8039
Contact Person	John Zwick, LEED AP

Business Name	City of Melbourne Engineering
Address	900 E. Strawbridge Avenue, Melbourne, FL 32901
Telephone Number	(321) 608-7307
Contact Person	Rory A. Dittmer, Design Supervisor

Business Name	Florida Construction & Scheduling Consultants
Address	8810 Commodity Circle, Suite 36, Orlando FL 32819
Telephone Number	(407) 375-7281
Contact Person	Don Carlow, PSP

SECTION 00312

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of Bidder: Parkit Construction, Inc.

B. Permanent main office address:
1759 Huntington Lane, Unit 02-00B46, Rockledge, FL 32955

C. When organized (Month/Year): September, 2004

D. If a corporation, where incorporate (State): Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? (Years) 11

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Amount of Contract	Anticipated Completion Dates
Numerous consulting contracts ongoing for various clients		

G. General character of work performed by your company.

GC work, scheduling work , construction consulting work and claims work

H. Have you ever failed to complete any work awarded to you? Yes fi ĺ oN ĺ yes, please specify where and why:

NO

I. Have you ever defaulted on a contract? Yes ĺ No ĺ If yes, please specify where and why

NO

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed
Cocoa Shop Addition	74K	September	2015
Melbourne Pool Slide	22K	June	2015
Brevard Cty Public Defenders Electrical Upgrade	9k	March	2016
Interim Scheduling for 2 Disney Animal Kingdom Attractions. Hourly consulting on projects valued over 1 billion dollars			

K. List your major equipment:

various small tools & truck

L. Experience in construction work similar in type to this project.

see attached resume

M. Background and experience of the principal members of your organization, including the officers.

Name	Title	Background	Years Experience
Dave Park, P.E., C.G.C	Owner / Director	Certified General Cont. Professional Civil Eng.	21
Dawn Park	Corporate Secretary	Masters in Business Admin.	10

N. Credit available: $ 320,000 based on government contracts

O. Give bank reference: Wells Fargo

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes ☐ oN ☐ YES

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Brevard (COUNTY) this 15th day of March, 20 16.

Parkit Construction, Inc. (Name of Organization)

By: Owner / Director (Title)

State of Florida

County of Brevard

Dave Park (Name) being duly sworn deposes and says that he is

the Owner / Director (Title) of Parkit Construction, Inc. (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 15th day of March, 20 16.

(Notary Public)

July 17, 2016 (My commission expires)

Warner Henderson
Notary Public
State of Florida
My Commission # EE 217312
Expires: July 17, 2016

(Commission Number)

Section 00320

1982 Sorento Circle
West Melbourne, Florida 32904

Phone (321) 426-6556
Email: DPark1@cfl.rr.com

Dave Park, P.E., C.G.C.

Education: Bachelor of Science Degree – Civil Engineering (1994)
Project Management Major
Florida Tech – Formerly Florida Institute of Technology

Certifications Held: Registered Professional Engineer – State of Florida (#56879)
Certified General Contractor – State of Florida (#CGC1507351)
- Active Status

USACE – Construction QC for Contractors Certified
FDOT – MOT – Previously Certified Intermediate
Previously Certified by IMSA
Previously DEP Certified Stormwater Management Inspector
Certified by Primavera to Utilize Expedition Software
Eligibility to be a Member of a Dispute Review Board
Eligibility to be a Chairperson of a Dispute Review Board

Experience:

January 03, 2011 to Present (CCI Alliance of Companies)

Working with the CCI Alliance of Companies providing project engineering, construction management, claims management, scheduling (P6 & Earlier Primavera versions) and quality assurance services to the U.S. Army Corps of Engineers. More specifically, I have been working in the Sebring Resident Office on numerous Kissimmee River Restoration Projects involving flood control, river re-alignment, dredging operations, utility construction, large diameter pipe rehabilitation, excavation / embankment operations, structural work, roadway bridge & railroad bridge construction totaling over 40 million dollars

September 09, 2004 to Present: (Parkit Construction, Inc.)

Opened my own engineering, general contracting and construction management firm. My services include general contracting operations as well as provision of independent contractor consulting expertise in engineering, estimating, scheduling, project management and construction claims administration.

September 19, 1994 to August 20, 2005: (RKT Constructors, Inc.)

I worked as a Project Manager, Construction Claims Manager, and Vice President of the Engineering Division for RKT Constructors, Incorporated. I became very well versed in the management, scheduling, construction claims administration and estimating that was involved in a wide variety of civil and structural related projects over the course of my tenure at RKT. During my time spent with RKT, I was also very fortunate to have been given the opportunity to manage or assist in the management and supervision of various construction projects totaling over 83 million dollars in worth.

Partial Listing of Significant Project Experience:

Job:	Terminal Access Road and Parking Improvements
Role:	Project Manager
Owner:	Central Florida Regional Airport – Sanford Orlando
Amount:	$2,348,485.20
Job:	Sanford Avenue Road Improvements
Role:	Project Manager
Owner:	Seminole County
Amount:	$3,100,000.00
Job:	Terminal Top Bridge & Enplane Drive Improvements
Role:	Project Manager
Owner:	Orlando International Airport
Amount:	$2,100,000.00
Job:	BP 247, Access Ramps for Public Parking and Rent-a-Car
Owner:	Greater Orlando Aviation Authority
Role:	Project Manager
Amount:	$3,749,000.00
Job:	BP240 - Northwest Support Area Satellite Public Parking Facility
Role:	Project Manager
Owner:	Greater Orlando Aviation Authority
Amount:	$7,100,000.00
Job:	BP242- Loop Road Taper Improvements
Role:	Project Manager
Owner:	Greater Orlando Aviation Authority
Amount:	$683,000.00
Job:	SR404 Bridge & Shoreline Revitalization
Role:	Project Manager
Owner:	Florida Department of Transportation
Amount:	$1,289,000.00
Job:	SR520 Bridge & Shoreline Revitalization
Role:	Project Manager
Owner:	Florida Department of Transportation
Amount:	$1,284,000.00
Job:	Barton Blvd Force Main Improvements
Role:	Project Manager
Owner:	City of Rockledge
Amount:	$520,890.00
Job:	Championsgate Development Water & Wastewater Transmission Mains
Role:	Project Manager
Owner:	City of Kissimmee
Amount:	$4,186,000.00

Job:	Grissom Road Force Main
Role:	Project Manager
Owner:	City of Cocoa
Amount:	$539,292.00

Job:	Replacement of 20" Aerial Watermain
Role:	Project Manager
Owner:	City of Melbourne
Amount:	$619,115.00

Job:	I95 Rest Area Improvements, Mims, Brevard County Florida
Role:	Project Manager
Owner:	Florida Department of Transportation
Amount:	$959,051.01

Job:	Taxiway M & C Extensions, Aprons, Runway Lighting
Role:	Assisted the Project Manager
Owner:	Melbourne International Airport
Amount:	$4,505,000.

Job:	SR528 & George King Blvd. Intersection Improvements
Role:	Assisted the Project Manager
Owner:	Canaveral Port Authority
Amount:	$23,363,460.00

Job:	SR5 (US-1) Highway Reconstruction from Aurora Road to Post Road
Role:	Project Manager
Owner:	Florida Department of Transportation
Amount:	$15,790,000.00

Job:	SR 5(US-1) Highway Reconstruction from Post Road to Pineda Causeway, Brevard County, Florida
Role:	Assisted the Project Manager
Owner:	Florida Department of Transportation
Amount:	$10,399,058.06

More Recent Projects

Job:	**Publix Pooler & Surrounding Retail (Structural Concrete & Masonry)**
Role:	**Principal Owner / PM**
Owner	**Publix Corporation (GC Elkins Constructors, Inc.)**
Amount	**$700,000**

Job:	**Hilton Head Fire Stations (Architectural / Structural Block)**
Role:	**Principal Owner / PM**
Owner:	**Hilton Head Island Fire Rescue**
Amount	**$544,000**

Job:	**USACE Kissimmee River Restoration, Dredging and Bridge Work**
Role:	**Project Engineer and Quality Assurance Representative**
Owner:	**USACE**
Amount:	**Over $40,000,000.00**

SECTION 00330
LISTING OF SUBCONTRACTORS
BID NO. B-16-03-COC

The Bidder proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer.

SUBCONTRACTOR	COMPANY NAME ADDRESS & PHONE NUMBER	REFERENCES
Current Electrical (Electrical)	Name: Current Elect Sol Address: 166 Courtier St #112 City: Cocoa Commercial State: FL zip: 32920 Phone: 321 412-3201	1. Rick (Paul Davis Restor) 321-684-0801 2. Jim (Tech West) 321-432-4055 3. Dave (Davis Sharp Const) 321-917-0555
Tuffcrete (Concrete)	Name: Tuffcrete Concrete Inc Address: 385 NE Hudson St City: Palm Bay State: FL zip: 32907 Phone: 321 288-9341	1. Bldg Maintenance 321-723-693 2. D Bell Gov Const 321 280-6688 3. City of Cocoa 321 J Sellers Shop 433-8741
Metal PEMB Buildings + Erection	Name: Freedom Steel Bldgs Address: 1105E 2nd St City: Delray Beach State: FL zip: 33444 Phone: 1-800-630-2846	1. CVS 2. USACE 3. DOH
* Others w/	Name: reasonable acceptance by City of Cocoa Address: City: State: zip: Phone:	1. 2. 3.
	Name: Address: City: State: zip: Phone:	1. 2. 3.

SECTION 00410
BID BOND
Bid No. B-16-03-COC

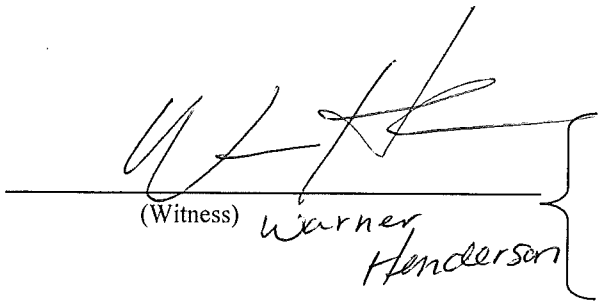
KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Parkit Construction, Inc.
Full name and address or legal title of contractor
PO Box 120278, West Melbourne FL 32912-0278 as Principal, and The Ohio Casualty Insurance Company,
Full name and address or legal title of Surety
62 Maple Avenue, Keene NH 03431 of the City of ~~COCOA~~ Keene
State of ~~FLORIDA~~ New Hampshire, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the CITY OF COCOA hereinafter called the Obligee, in the sum of Five Percent of the Total Amount Bid---------- Dollars ($ ---------5%----------) Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or Bid No B-16-03-COC, for the performance of:

FLEET GARAGE ADDITION

NOW, THEREFORE, if the Principal shall not withdraw said Bid within city ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 15th day of March, 2016, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



(Witness) Warner Henderson

Parkit Construction, Inc.

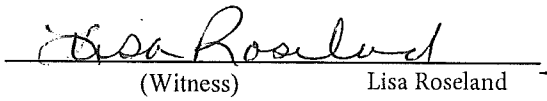
(Principal) (Seal)

Vice President

(Title)

PO Box 120278, West Melbourne FL 32912-0278

(Address)



(Witness) Lisa Roseland

The Ohio Casualty Insurance Company

(Surety) (Seal)

Patricia L. Slaughter

(Title) Patricia L. Slaughter**

62 Maple Avenue, Keene NH 03431

(Address)

**Attorney in Fact & Florida Licensed Resident Agent

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6824299

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl Foley; Don Bramlage; Glenn Arvanitis; Gloria A. Richards; Jeffrey W. Reich; Kim E. Niv; Leslie M. Donahue; Lisa Roseland; Patricia L. Slaughter; Susan L. Reich; Teresa L. Durham

all of the city of MAITLAND, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of December, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 31st day of December, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella , Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15TH day of MARCH, 20 16.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION 00480

NON-COLLUSION AFFIDAVIT OF BIDDER
BID NO. B-16-03-COC

State of Florida

County of Brevard County....Dave Park (Parkit Construction, Inc.) , being first duly sworn, deposes and says that:

1. He is Owner/ Director of Parkit Construction, 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) Owner / Director

Subscribed and sworn to before me

this 15 day of March, 2016.

_____
(Notary Public)

Warner Henderson
Notary Public
State of Florida
My Commission # EE 217312
Expires: July 17, 2016

My commission expires: July 17, 2016

END OF SECTION

IDENTICAL TIE BIDS

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

1. **Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace And specifying the actions that will be taken against employees for violations of such prohibition.**

2. **Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**

3. **Give each employee engaged in providing the commodities or contractual services that are under 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 contender to, any violation of Chapter 893 or of any controlled substance law of the United state or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.**

5. **Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**

6. **Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Parkit Construction, Inc.

(Company)

OWNER/DIRECTOR

(Signature & Title)

SECTION 00490
CONFLICT OF INTEREST STATEMENT
BID NO. B-16-03-COC
CITY OF COCOA

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

1. I am the Owner / Director of Parkit Construction, Inc. with a local office in West Melbourne, FL (City and State) and principal office in Rockledge, FL (City and State)
2. The above named entity is submitting a Bid for the City of Cocoa described as:

City of Cocoa
FLEET GARAGE ADDITION

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 15th day of March, 2016.



(Affiant)

Dave Park Owner / Director

Typed Name and Title

Sworn to and subscribed before me this 15 day of March, ~~2012~~ 2016

Personally Known _____ or produced identification ✓. Identification Type: FL DL

Notary Public-State of Warner Henderson

Printed, typed, or stamped commissioned name of notary public

My commission expires: July 17, 2016

Warner Henderson
Notary Public
State of Florida
My Commission # EE 217312
Expires: July 17, 2016

SECTION 00620

CERTIFICATE AS TO CORPORATE PRINCIPAL
BID NO. B-16-03-COC

I, Dawn Park, certify that I am the Corporate secretary of the corporation named as Principal in the within Bid Bond; that David G. Park who signed the said Bid Bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Dawn Park, Corporate Secretary
Signature Title

(Affix Corporate Seal)

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ ORANGE
CITY OF ~~COCOA~~ MAITLAND

Before me, a Notary Public duly commissioned, qualified, and acting personally appeared Patricia L. Slaughter to me well known, who being by me first duly sworn upon says that he is the Attorney-in-Fact for the Ohio Casualty Company and that he has been authorized by The Ohio Casualty Company to execute the foregoing Bid Bond on behalf of the Contractor named therein in favor of the City of Cocoa.

Subscribed and sworn to before me this 15th day of March, 20~~0~~16.

Leslie M. Donahue
Notary Public, State of Florida at Large
My Commission expires:

Notary Public State of Florida
Leslie M Donahue
My Commission FF 180371
Expires 01/07/2019

PARC002 OP ID: MC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/09/14

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 J.W. Edens & Company Commercial Ins of Brevard, Inc 325 Fifth Avenue, Suite 108 Indialantic, FL 32903 Phillip Lane 321-725-7000 321-725-7856	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Parkit Construction, Inc. PO Box 120278 West Melbourne, FL 32912-0278	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Essex Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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 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			3DT0152	04/08/14	04/08/15	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	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 DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	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					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

INSURED

For Insured's Information

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

Phillip Lane

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SECTION 00660
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION
BID NO. B-16-03-COC

State of Florida)

County of Brevard)

N/A Worker's Comp Exemptions. No Employees on ly owners in accordance with Florida Statutes

Dave Park being duly sworn according to law, deposes and says (it, he, they) has accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and ____ insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No._____ for a period from _____, 20___ to _____, 20___.

(Witness)

Title

Parkit Construction, Inc.
Contractor

Name

PO Box 120278
Address

West Melbourne Florida 32912-0278
City State Zip

Sworn to and subscribed before me this 15 day of March, 2016.

My Commission Expires: July 17, 2019

Notary Public

Warner Henderson
Notary Public
State of Florida
My Commission # EE 217312
Expires: July 17, 2019

SECTION 00665
CERTIFICATE OF INSURANCE FOR WORKMEN'S COMPENSATION
BID NO. B-16-03-COC

N/A Workers Comp Exemptions. No employees

This is to certify that _____,

Company has issued to _____,

of the City of _____, State of _____,

the following policy or polices: Workmen's Compensation and Employer's Liability

Policy No. _____ effective on _____, 20 ____.

re _____ Policy No. _____

effective on _____, 20____ and expiring on _____

_____ 20___ re _____ limits _____

_____.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Department in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

_____
(Witness)

Parkit Construction, Inc.
Contractor

_____
Name Title

PO Box 120278
Address

West Melbourne Florida 32912-0278
City State Zip

Sworn to and subscribed before me this 15 day of March, 2016.

My Commission Expires: July 17, 2016

_____
Notary Public

Warner Henderson
Notary Public
State of Florida
My Commission # EE 217312
Expires: July 17, 2016

SECTION 00675
SECTION 1K - FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCHARGE STATEMENT MANDATORY
B-16-03-COC

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

	ITEM	TRENCH SAFEY MEASURE (DESCRIPTION)	UNIT OF MEASURE	UNIT	UNIT COST	EXTENDED COST
A	1	Cut back Sloping	1	LS	500	500
B						
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the bid to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluate and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

Parkit Construction, Inc.

Name of Firm

Authorized Signature

Date: 3/15/16

This document shall be submitted with the Bid packet. Failure to complete the above may result in the bid being declared non-responsive.

RESOLUTION NO. 2016-25

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 CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE FLEET GARAGE ADDITION (CP11FS), IN AN AMOUNT NOT TO EXCEED THE $275,900, WHICH INCLUDES A $10,000 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and additional related service contracts related to the completion of the roof reconstruction 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, 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 Fleet Garage Addition (CP11FS), provided the total amount of approved change orders do not cause the construction budget to exceed the total $275,900 budgeted by the City Council for the project inclusive of the $10,000 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders 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 the 12th day of April, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

RESOLUTION NO. 2016-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3580 | DATE PREPARED: 03/31/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 38,709)	301-3580-519.62-00	CP1501	Gen Govt Svcs/Buildings	$ 8,125,000	$ 7,634,650	$ 7,595,941	$ 7,151,460
$ 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
($ 38,709)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 38,709	001-3580-519.62-00	CP11FS	Public Works Capital Buildings	$ 275,000	$ 275,000	$ 313,709	$ 275,631
$ 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
$ 38,709	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional funds are needed for the Fleet Services Building expansion project (CP11FS). Staff is transferring funds 301-3580-519-62-00 account to cover the difference in the bid package costs. The agenda to award the contract to the lowest bidder for the project is going to the 4/12/16 Council Meeting (item # 16-114) for approval.

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 04/12/16 RESOLUTION #: 2016-26

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

3/31/16	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2016.03.31 11:16:08 -04'00'	3/31/16	Lea Taylor	Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.03.31 14:31:10 -04'00'			
Date	Requestor's Signature		Date	Finance Approval Signature		Date	Finance Director's Signature	
3/31/16	Everett J. Wegerif	Digitally signed by Everett J. Wegerif DN: dc=org, dc=cocoafl, ou=CH, cn=Everett J. Wegerif, email=ewegerif@cocoafl.org Date: 2016.03.31 12:13:32 -04'00'	3/31/16	Lora Howell	Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.03.31 10:25:44 -04'00'			
Date	Department Director's Signature		Date	Deputy Fin. Director's Signature		Date	City Manager's Signature	

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/18/15 - IT

Legislation Details (With Text)

File #:	16-119	**Version:** 1	**Name:**	Harry T. Moore Renovation of Roof
Type:	Resolution		**Status:**	Consent Agenda
File created:	3/25/2016		**In control:**	City Council
On agenda:	4/12/2016		**Final action:**	
Title:	Council approval for the use of Tech Systems, Inc. as the roofing contractor for the Harry T. Moore Project (PW15HT) utilizing the Brevard County Purchasing Contract in the amount of $56,700; Authorize the City Manager to approve change orders up to 10% of the project, not to exceed $5,670, bringing the total to $62,370. (Public Works Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Tech Systems County Contract P-2-14-13.pdf Tech Systems Quote.pdf Resolution 2016-27 authorizing change orders.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2016
Agenda Date: April 12, 2016
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Council approval for the use of Tech Systems, Inc. as the roofing contractor for the Harry T. Moore Project (PW15HT) utilizing the Brevard County Purchasing Contract in the amount of $56,700; Authorize the City Manager to approve change orders up to 10% of the project, not to exceed $5,670, bringing the total to $62,370.

BACKGROUND:

In October of 2014, the City applied for the Small Matching Grant through the Division of Historical Resources. In June of 2015, the City was awarded a $50,000 grant with a $50,000 match requirement. In October of 2015 (Item V.7), the grant agreement was signed and the contractor Tech Systems, Inc. was approved as the roofing contractor utilizing the Brevard County Purchasing Contract in the amount of $52,000.

The State of Florida required that the wind speed rating of the roof material be 140-150 mph. The original quote of $52,000 was for roofing material rated at 130 mph. In order to accommodate the wishes of the granting agency, we have added an underlayment, approved by the granting agency, which will increase the wind speed rating for the roof to 150 mph. This is the reason for the increase in the cost from $52,000 to $56,700.

Staff requests approval of Tech Systems, Inc. as the roofing contractor, utilizing the Brevard County Purchasing Contract in the amount of $56,700. In addition, Staff requests authorization for the City Manager to approval change orders not to exceed 10% or $5,670, bringing the total to $62,370.

STRATEGIC PLAN CONNECTION:

Improve the City's image by renovating historic buildings.

BUDGETARY IMPACT:

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

Amount Requested	$62,370
Account Number	001-3580-519-46-02
Account Name	PW Building Maintenance

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
X Grant Source:_Historic Preservation Grant S1639
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

At the October 27, 2015 Council Meeting, Council authorized use of Tech Systems, Inc. for $52,000 (Item V.7).

RECOMMENDED MOTION:

Council approval for the use of Tech Systems, Inc. as the roofing contractor for the Harry T. Moore Project (PW15HT) utilizing the Brevard County Purchasing Contract in the amount of $56,700; Authorize the City Manager to approve change orders up to 10% of the project, not to exceed $5,670, bringing the total to $62,370.

WRITTEN NOTIFICATION OF CONTRACT RENEWAL

NOTICE is hereby given to **Tech Systems, Inc.** by the Board of County Commissioners of Brevard County, Florida, this 12th day of June, 2015 that the Agreement previously entered into by and between Tech Systems, Inc. and the Board of County Commissioners of Brevard County, Florida, under Proposal #P-2-14-13, shall be renewed pursuant to the notification provisions set forth therein for an additional period of one (1) year, **until June 15, 2016** under the same terms and conditions otherwise expressed therein.

EXECUTED ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA

Robin Fisher, Chairman

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Phone (321) 617-7390
Facsimile (321) 617-7391

NOTICE OF AWARD
June 16, 2014
RFP# P-2-14-13 / Continuing Roofing Contracting Services

PROCUREMENT ANALYST: Juliet Misconi, CPPB

VENDOR	Vendor City and State	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	ESTIMATED ANNUAL EXPENDITURE
Bel-Mac Roofing	**Rockledge, FL**	**Yes**	**ALL**	**Approximately $600,000 per year**
Hamilton Roofing	**Palm Bay, FL**	**Yes**		
Tech Systems, Inc.	**Melbourne, FL**	**Yes**		
Seal Tight Roofing Experts	Merritt Island, FL	Yes	None	Not selected
Southland Rowe Roofing	Midland, FL	Yes	None	Not selected
The Roof Authority	Non-responsive: Did not use correct Price Sheet			
RMS Orlando, Inc.	Non-responsive: Did not use correct Price Sheet or provide letter of bondability			
Couch's Waterproofing, Inc.	Non-responsive: Did not provide AIA A305 or letter of bondability			
Crowther Roofing and Sheet Metal	Proposal Withdrawn			
Architectural Sheet Metal, Inc.	Statement of No Proposal			
Jurin Roofing Services, Inc.	Statement of No Proposal			
Master Roofing of Central Florida, Inc.	Statement of No Proposal			
Roof Pros USA	Statement of No Proposal			
RKE Enterprises	Statement of No Proposal			

☐ BOARD AWARD--AGENDA ATTACHED

☐ APPROVED AWARD (NON-BOARD AGENDA): Teresa Camarata
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Teresa Camarata, Central Services Director

☒ Award to best ranked proposer, minimum three bids received.

☐ Award to best ranked proposer, less than three responses received: (copy to Manager)
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Leslie Rothering, Purchasing Manager; Juliet Misconi, Procurement Analyst; Brad Hall, Fire Rescue; Greg Minor, Parks & Recreation; Joan VanSickle, Facilities Construction

FOR PURCHASING USE ONLY:

☐ ONE TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: June 16, 2014 ENDING DATE: June 15, 2014 5
RENEWAL OPTION ☐ One year ☒ Other: Three (1) year renewals

☐ Prompt Payment Discount Offered ☐ Yes_____(Terms) ☒NO

☐ Performance and payment bonds received

☐ Release Cashier's Or Certified Check Received For Bid Deposit On Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☐ Please provide certificate of insurance.

☐ Please provide performance and payment bonds, as required.

☐ OTHER:

LR

P-2-14-13
CONTINUING ROOFING CONTRACTING
SERVICES AGREEMENT

This is an Agreement entered into this 16 day June of 2014, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and **TECH SYSTEMS, INC.,** a corporation under the laws of the State of Florida, hereinafter referred to as CONTRACTOR.

For and in consideration of the mutual agreement hereinafter contained, the COUNTY hereby retains the CONTRACTOR and the CONTRACTOR hereby covenants to provide continuing roofing contracting services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

All continuing contracting services provided by the CONTRACTOR for the COUNTY shall be identified in Proposal format. Proposals shall include a detailed description of the roofing services to be performed including square footage, proposed schedule for compensation based on negotiated hourly rates, the proposed number of man hours for each category of labor, the number of workers in each category of labor to be dedicated to the particular work/project from **Attachment "A"** Pricing Sheet to be assigned to the Work, a projected schedule for completion of the Work, and any other terms or conditions specific to the Work to be performed by the CONTRACTOR. A Proposal submitted to the COUNTY shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by an authorized representative of the Brevard County Board of County Commissioners, and where approved by Board action, if applicable. The written Notice to Proceed and specific Proposal, as approved by the COUNTY, shall together constitute an addendum to this Agreement.

Preventative Maintenance will be performed at each facility, based on pricing in **Attachment "A"** Pricing Sheet, upon notification from the COUNTY.

SECTION II – COUNTY/CONTRACTOR OBLIGATIONS - RECORDS

The COUNTY shall furnish to the CONTRACTOR, upon request, any

plans/drawings/data available in the COUNTY'S files pertaining to the work to be performed under this Agreement. However, pursuant to the Florida Statute 119.07 provides that building plans, blueprints, schematic drawings and diagrams, include draft, preliminary and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County are exempt from Public Records. These documents, while exempt from public records, are provided to the CONTRACTOR as a receiving entity in order to perform its duties and responsibilities under this Agreement; however, the CONTRACTOR understands it is required to treat the above records as exempt from public records.

SECTION III - CONTINUING ROOFING CONTRACTING SERVICES

Upon receipt of Notice to Proceed, CONTRACTOR agrees to perform all services associated with the requested Work in accordance with the negotiated terms of the applicable approved Proposal, and in accordance with accepted professional standards and practices. No Notice to Proceed will be issued for Preventative Maintenance Services.

In connection with continuing roofing contracting services to be rendered pursuant to this Agreement, the CONTRACTOR further agrees to:

A. Maintain an adequate staff of qualified personnel.

B. Comply with federal, state and local laws applicable to the work.

C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

D. Cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY.

E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the COUNTY or its authorized agent at any time.

Submit to COUNTY field observations, reports, and other data representative of the work's progress. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review.

G. Certify to the COUNTY that all materials supplied to the Brevard County Board of

County Commissioners is 100% asbestos-free.

SECTION IV - TIME OF COMPLETION

The services to be rendered by the CONTRACTOR for each section of the Work shall commence upon receipt of a written Notice to Proceed from the COUNTY subsequent to the execution of the Agreement, and shall be completed within the time stated in the approved Proposal. Preventative Maintenance Services shall be completed upon request from the COUNTY. Preventative Maintenance Report and invoice for services shall be submitted within ten (10) days of completion of the work.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with the methods outlined in **Attachment "A"** – "Pricing Sheet", and as specified in an approved Proposal:

A. Hourly Rate - the CONTRACTOR shall be compensated per the attached Pricing Sheet (**Attachment "A"**) the negotiated hourly rate for each hour of time engaged directly in the work. The CONTRACTOR will provide a detailed breakdown for hours spent on each individual project.

B. Reimbursable Expenses - The CONTRACTOR shall be compensated for certain work-related expenditures not covered by fees for contracting services, provided such expenditures are previously authorized, in writing, by the COUNTY in an approved Proposal. Miscellaneous expenses such as fax, telephone, copies and tolls will not be included as reimbursable expenses. Upon receipt of satisfactory back up materials, the CONTRACTOR will be compensated for such pre-approved reimbursable expenses on a direct cost basis.

C. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate schedule shall

constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior approval of the COUNTY.

D. In the event CONTRACTOR experiences any delay resulting from circumstances beyond its control, or a change in the scope of work which will result in an increase or decrease in a Proposal's price or time, CONTRACTOR shall provide immediate notice to the COUNTY for consideration of additional compensation or time. Additional compensation shall be limited to direct costs resulting from the delay or change in work as provided in Section V of this Agreement.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work in accordance with Section 218.70, et. seq., Florida Statutes, the "Florida Prompt Payment Act."

A. The CONTRACTOR shall submit two (2) original, signed Applications for Payment to the COUNTY. Invoices may be submitted for Preventative Maintenance services.

B. The amount of each Payment Application submitted shall be the amount due for all services performed to date in connection with authorized Work, as certified by the CONTRACTOR. Each Payment Application shall include any authorized reimbursable expenses and must reference the particular Proposal/Project which authorized the services performed. The Payment Application shall be accompanied by copies of invoices for reimbursable expenses, including materials stored on site.

C. Payment Applications shall include a breakdown for each part of the Work billed for each item and personnel as identified on the Pricing Sheet (**Attachment "A"**).

D. The CONTRACTOR shall be responsible for submitting original Release of Liens to the COUNTY for all Notice to Owners on file with the COUNTY. Original, notarized releases must be received by the COUNTY before payments will be processed.

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine which units or sections of the work the CONTRACTOR shall proceed with first and in what order the work shall occur. SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR to reasonable professional standards and practices and to the reasonable requirements of the COUNTY. The Facilities Building & Operations Manager, or designee, shall decide and dispose of all claims, questions and disputes arising under this Agreement. In the event the CONTRACTOR does not concur with the decision of the Facilities Building Operations Manager, or designee, the CONTRACTOR shall present any such objections in writing to the Central Services Department Director within ten (10) calendar days and request the issues be referred to a review board of three (3) members selected by the County Manager from Department Directors and Assistant County Managers for review and disposition at a hearing to be held within ten (10) calendar days after receipt of the request for review. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONTRACTOR goes through the review process established in this Agreement and provided further that the CONTRACTOR strictly abides by the ten (10) day time deadline set forth in this paragraph.

SECTION IX - OWNERSHIP OF DOCUMENTS

Possession of all reports, tracing, plans, specifications, maps, contract documents and/or other work products developed by the CONTRACTOR pursuant to this Agreement shall remain with the CONTRACTOR. The COUNTY retains the right of use of these documents at their own risk. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the COUNTY for its use. Notwithstanding the above paragraph, the CONTRACTOR understands its obligations and responsibilities under Section II of this Agreement.

SECTION X - NOTICES

Any notices from the CONTRACTOR to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to Brevard County Facilities at the following address:

Brevard County Board of County Commissioners
Facilities
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940

Any notices from the COUNTY to the CONTRACTOR shall be considered delivered when posted by certified mail to the CONTRACTOR at the last address left on file with the COUNTY or delivered in person to said CONTRACTOR.

SECTION XII - AUDIT RIGHTS

In the performance of this Agreement, the CONTRACTOR shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection by the COUNTY or COUNTY'S representative during regular business hours and shall be retained by the CONTRACTOR for a period of three (3) years after completion/termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the COUNTY, under this Agreement shall be subject to copyright by CONTRACTOR in the United States or any other country.

SECTION XIII - SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written approval of the COUNTY. When applicable, the CONTRACTOR shall include/disclose the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be included in any applicable proposal for Work identifying the Work or service to be provided by the subcontracted firm.

SECTION XIV - CONTINGENT FEES

The CONTRACTOR represents that no person or company was employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employee, any fee commission, contribution, donation, gift or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach violation of this provision, the COUNTY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION XV - TERMINATION/MODIFICATION OF AGREEMENT

A. The COUNTY or the CONTRACTOR may terminate this Agreement upon thirty (30) days written notice, provided that any outstanding approved Project, upon which a Notice to Proceed has been issued, is completed by the CONTRACTOR.

B. In the event of termination by either party, the COUNTY'S sole obligation to the CONTRACTOR shall be payment for those portions of satisfactorily, completely performed work previously authorized by approved Proposal. Such payment shall be determined on the basis of hours of work performed by the CONTRACTOR and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

C. The terms of this Agreement may be modified upon the mutual agreement of the CONTRACTOR and the COUNTY as confirmed in writing.

D. In the event that the CONTRACTOR changes his name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Agreement

subject to the terms prescribed above.

SECTION XVI - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of one (1) year after its date of execution; however, the Contractor shall complete any work for which a Notice to Proceed has been issued within the one year period and, and shall be compensated pursuant to Attachment "A". The performance of specially and properly authorized projects may extend beyond the Agreement's one-year effective term and shall be compensated in accordance with Section V hereof. In addition, subject to the COUNTY'S sole discretion this Agreement may be extended in one (1) year increments for up to three (3) years beyond the initial one (1) year period of the Agreement only if no change in price is proposed by the CONTRACTOR. Modifications and/or changes to this Agreement, including Attachment "A" Pricing Sheet, will require approval by the Brevard County Board of County Commissioners.

SECTION XVII - DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the COUNTY may declare the CONTRACTOR in default by written notification. In the event partial payment has been made for services not completed, the CONTRACTOR shall return any sums due to the COUNTY as a result of CONTRACTOR'S default within ten (10) days after notice and demand that said sums are due. The CONTRACTOR shall not be compensated for any deficient services which have been performed at the time the COUNTY declares a default. The COUNTY shall pay for only that portion, if any, of the satisfactorily performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONTRACTOR'S canceled Task Order.

Any default by the COUNTY for cause which is later determined to be invalid shall be considered a termination by the COUNTY for convenience and compensated as provided in Section XV.

SECTION XVIII - INDEMNIFICATION AND INSURANCE

The CONTRACTOR shall provide insurance policies with insurers acceptable to the COUNTY. The CONTRACTOR shall provide and maintain at all times during the terms of the Agreement, without cost or expense to the COUNTY, policies of insurance which shall cover the CONTRACTOR for any and all claims, demands, and expenses whatsoever, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONTRACTOR. Said policies shall provide limits in the amount not less than $1,000,000.00 per occurrence to cover any and all claims arising in connection with any particular accident or occurrence. The COUNTY shall be named an additional insured under this policy for Work that is performed pursuant to this Agreement.

The CONTRACTOR shall provide and maintain Workers' Compensation insurance (for statutory limits) for all workers to provide services under the scope of this Agreement.

The CONTRACTOR shall provide the COUNTY with Certificates of Insurance on all policies of insurance within ten (10) days of execution of this Agreement, and any renewals thereof within ten (10) days of renewal. The COUNTY shall be entitled to thirty (30) days written notice of any changes or cancellations of said policies. These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums.

The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless against any and all claims, causes of action or liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent caused by negligent acts, errors or omissions of the CONTRACTOR. The CONTRACTOR agrees to indemnify and pay on behalf of the COUNTY the cost of the COUNTY'S legal defense of all claims described 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 specific consideration has

been paid under this Agreement for this hold harmless provision.

SECTION XIX - QUALITY CONTROL

The CONTRACTOR shall provide a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or the data analysis is found to be accurate and reasonable, the CONTRACTOR shall be compensated for the additional work in accordance with Section V of this Agreement.

The CONTRACTOR acknowledges that the COUNTY will periodically evaluate the CONTRACTOR'S performance and that the evaluation will be used by the COUNTY in determining the CONTRACTOR'S qualifications for future work under this Agreement with the COUNTY and for future contracts with the COUNTY.

SECTION XX - NON EXCLUSIVE AGREEMENT

The parties acknowledge that this Agreement is not an exclusive Agreement and the COUNTY may employ other contractors, engineers, professional or technical personnel to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest.

The COUNTY reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY.

SECTION XXI - TRUTH IN NEGOTIATIONS

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONTRACTOR agrees to execute a truth-in-negotiations certificate (Attachment "B") and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXII - INTEREST OF OFFICERS AND OTHERS

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which

services for the facilities are situated or carried out, who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION XXIII - INTEREST OF CONTRACTOR

The CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

SECTION XXIV - ASSIGNMENT AND GOVERNING LAW

Neither the COUNTY nor the CONTRACTOR shall assign his interest in this Agreement without the written consent of the other except as to the assignment of proceeds. This Agreement shall be governed by the Laws of the State of Florida.

Venue: Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

Severability: If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired.

Attorney's Fees: In the event either party must undertake legal action to enforce any provision of this contract, each party shall bear their own attorney's fees and costs, and any trial shall be non-jury.

SECTION XXV - ENTIRETY OF AGREEMENT

This writing, together with the original Request for Proposal, Addenda, approved Proposals and signed Notice to Proceeds that may follow, embody the entire Agreement and

understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto as an addendum to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

Scott Ellis, Clerk

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS:

Mary Bolin Lewis, Chair
As Approved By the Board: 9-17-2013

WITNESS:

By:

TECH SYSTEMS, INC.

By: Thomas Camp, President

STATE OF FLORIDA §
COUNTY OF Brevard §

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Tom Camp who is personally known to me or provided known as identification and who did (did not) take an oath, acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 27 day of May 2014.

(SEAL) Signature

Notary Name (typed or printed)

MARY E. BOWERS
Notary Public, State of Florida
My Comm. Expires Jan 10, 2018
Commission # FF 054355

ATTACHMENT "A"

PRICING SHEET
TECH SYSTEMS, INC.

HOURLY RATE FOR LABOR

DESCRIPTION	HOURLY RATE
FOREMAN	$ 24.50
ROOFER	$ 22.50
ROOFER APPRENTICE	$ 8.00
METAL INSTALLER	$ 22.00
METAL INSTALLER APPRENTICE	$ 8.00
LABORER	$ 8.00

PREVENTATIVE MAINTENANCE

ANNUAL PREVENTATIVE MAINTENANCE, PER PM SERVICE, PER FACILITY	$795.00

MATERIALS

All materials furnished by the Contractor if and when requested by Brevard County Facilities Department shall be the Contractor's actual cost plus **2%**.

TECH SYSTEMS INC

March 11, 2016

CONTRACT AGREEMENT

THIS AGREEMENT, submitted between TECH SYSTEMS INC., hereinafter called the Contractor and CITY OF COCOA, hereinafter called the Owner:

WHEREAS, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

The Contractor shall furnish all of the materials and perform all of the work in a workmanlike manner on the following property to wit:

Harry T. Moore
Roof Replacement
307 Blake Avenue
Cocoa, Florida

Summary of Work

Remove the existing shingle roof down to the wood decking. Refasten decking according to code. Install a synthetic base sheet and a new peel and stick underlayment. Then mechanically fasten, according to code, a new rectangular type shingle roof system. This roof system will come with a seven (7) year Tech Systems Inc. warranty against leaks and a limited lifetime shingle manufacturer's warranty.

Roofing Procedures

1. Remove existing roof system down to the decking and discard all debris.

2. Inspect decking to receive new roof system. Included in this proposal is $500.00 worth of rotted wood replacement. Any additional wood replacement or roof decking replacement to be billed on a time and material basis at a rate of $45.00 per hour, plus cost of materials, sales tax, and 25% burden factor on materials.

3. Refasten wood decking according to code.

4. Install a synthetic base sheet over the wood decking.

5. Install new self-adhered roofing underlayment (60 mil thickness).

Tech Systems Inc.
1801 North Wickham Road, Suite #3
Melbourne, FL32935
Phone: 321.259.2246 | Fax: 321.255.0291
www.techsystemsflorida.com

6. Install new custom made copper drip edge along the perimeter.

7. Install new copper "W" valley metal. Install new a rectangular type shingle roof system according to manufacturer's specifications, mechanically fastened using stainless steel ring shank coil roofing nails.

8. Install new rolled ridge vent, copper wall flashing, new lead boots, new vents, and any other roofing components to make a complete water tight roof system.

Special Conditions

1. Owner to furnish electrical power, water, and ground storage area.

2. Contractor shall be responsible for all damage and theft of tools and materials stored on site.

3. It is understood that Contractor shall not be held responsible for any damage to the interior of the building or its contents unless caused by Contractor's negligence.

4. Owner and Contractor will agree on any changes of specifications before any additional work is done.

5. This contract can be modified only if Owner and Contractor sign a later agreement, which sets forth the changes agreed to. If there is any work modifications the resulting cost or credit to Owner will be included in that agreement.

6. Please be aware that heavy loads on trucks are necessary to deliver and remove material on your job. Concrete and most other driveway and sidewalk materials many times are not able to withstand this weight without cracking. Therefore, neither Tech Systems, Inc., nor our material supplier, will assume responsibility for cracking or breaking of driveways, sidewalks, curbs, etc., which may occur.

7. Contractor will barricade work areas and use a magnet to remove nails daily from the ground, but will not be responsible for any tire damage.

Permits and Fees

1. Contractor to comply with any state or county licensing requirements.

2. Owner to be responsible for preparing and filing a Notice of Commencement. Contractor shall provide all necessary permits for the execution of this contract. City of Cocoa to pay for permit fees.

Tech Systems Inc.
1801 North Wickham Road, Suite #3
Melbourne, FL32935
Phone: 321.259.2246 | Fax: 321.255.0291
www.techsystemsflorida.com

Insurance

1. Provisions shall be made to protect all property from damage and the public against hazard or injury. All property damaged as a result of this work shall be restored or repaired by Contractor at his expense.

2. Contractor shall submit statement of insurance coverage and comply with Owner's requirement and agrees to keep said insurance in force for the duration of this contract.

3. Contractor shall hold Owner harmless for any accidents occurring to his employees.

Warranty

1. For a period of seven (7) years, Contractor warrants that there will be no water penetration. This warranty does not cover damage due to abuse, hurricanes, lightning, severe structural faults, acts of God or situations not attributable to faulty material or workmanship.

2. Remedy - In the event that water penetration occurs Contractor will rectify the problem at no cost to Owner. Contractor is not responsible for contents of the building.

3. Included in this contract are two (2) roof inspections.

4. Provide to Owner a limited lifetime material manufacturer's warranty.

Contract Price
$56,700.00
Payment Schedule

1. Periodic progress payments to be made for both materials stored on the site and work in progress.

2. The total contract price is effective as of the above date and shall remain so for a period of thirty (30) days, after such time the price is subject to change without notice.

3. IN WITNESS WHEREOF, we have executed this Agreement this _____day of _____, 2016.

TECH SYSTEMS INC. OWNER'S AGENT

_____ _____

_____ _____

Tech Systems Inc.
1801 North Wickham Road, Suite #3
Melbourne, FL32935
Phone: 321.259.2246 | Fax: 321.255.0291
www.techsystemsflorida.com

RESOLUTION NO. 2016-27

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 CONTRACT RELATED TO THE COMPLETION OF THE ROOF RECONSTRUCTION AT THE HARRY T. MOORE CENTER, PROJECT PW15HT, IN AN AMOUNT NOT TO EXCEED THE $62,370, WHICH INCLUDES 10% CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract related to the completion of the roof reconstruction 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 October 27, 2015, the City Council authorized the City Manager to sign the State of Florida Historic Preservation Grant for the roof reconstruction, subject to certain terms and conditions and budget adjustments approved by the City Council; 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 related to the roof reconstruction project at the Harry T. Moore Center (PW15HT), provided the total amount of approved change orders do not cause the construction budget to exceed the total $62,370 budgeted by the City Council for the project inclusive of the 10% contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders 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 the 12th day of April, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-129	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/29/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	Approve a Resolution amending the FY2016 Budget and approve the Interlocal Agreement between the City of Cocoa and the Diamond Square Community Redevelopment Agency in the amount of $25,000.00 for the Redevelopment Funding Contribution. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DS CRA Interlocal.pdf Budget Resolution FY 2016.pdf File 16-129 BA Form.pdf File 16-129A BA Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 29, 2016
Agenda Date: April 12, 2016
Prepared By: Susan D. McGrady, CRA Program Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a Resolution amending the FY2016 Budget and approve the Interlocal Agreement between the City of Cocoa and the Diamond Square Community Redevelopment Agency in the amount of $25,000.00 for the Redevelopment Funding Contribution.

BACKGROUND:

On September 22, 2015 the Cocoa City Council adopted the final budget for Fiscal Year 2016. Included in the Budget was a line item allocation of $25,000.00 for the Diamond Square Community Redevelopment Agency (CRA) as a redevelopment funding contribution.

At the Diamond Square CRA meeting on November 16, 2015 Agency members voted to allocate the funding contribution as follows: 1) $10,000.00 to Habitat for Humanity of Brevard County, Inc. for construction costs associated with the home at 817 Barbara Jenkins Street; 2) $10,000.00 for the design, construction and placement of entry signage and landscape beautification; and 3) $5,000.00 to Alliance for Neighborhood Restoration (ANR) to strengthen and sustain ANR programs.

The Interlocal Agreement between the City and the CRA details the authorized uses of the funds as well as defines the conditions and development activities as detailed by the CRA at its meeting on

November 16, 2015. In addition, the Agreement requires the expenditure of the funds in the current fiscal year unless any unexpended funds are rolled over and approved by the City Council in the 2017 Fiscal Year Budget.

The Diamond Square CRA approved the Interlocal Agreement with the City of Cocoa at their meeting on March 28, 2016.

STRATEGIC PLAN CONNECTION:

The Strategic Issues of Community Development and Economic Development are impacted by this agenda item.

BUDGETARY IMPACT:

From: Amount Requested $25,000
Account Number 001-1600-513-83-01
Account Name Misc. Grants/Donations

To: Amount Requested $25,000
Account Number 001-1600-581-91-11
Account Name Transfer/Diamond Square

From: Amount Requested $25,000
Account Number 111-0000-381-91-01
Account Name Transfer From/General Fund

To: Amount Requested $10,000
Account Number 111-3230-559-63-00
Account Name Infrastructure

Amount Requested $10,000
Account Number 111-3230-559-83-00
Account Name Other Grants and Aids

Amount Requested $5,000
Account Number 111-3230-559-31-00
Account Name Professional Services

PREVIOUS ACTION:

On September 22, 2015 the Cocoa City Council adopted the final budget for Fiscal Year 2016. Included in the Budget was a line item allocation of $25,000.00 for the Diamond Square Community Redevelopment Agency (CRA) as a redevelopment funding contribution.

RECOMMENDED MOTION:

Approve a Resolution amending the FY2016 Budget and approve the Interlocal Agreement between the City of Cocoa and the Diamond Square Community Redevelopment Agency in the amount of $25,000.00 for the Redevelopment Funding Contribution.

Prepared by:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

Return to:
Carie Shealy, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

INTERLOCAL AGREEMENT

($25,000 Redevelopment Funding Contribution)

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2016 ("**Effective Date**") between the **DIAMOND SQUARE REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency ("**Diamond Square**"), and the **CITY OF COCOA**, Florida, a Florida municipal corporation ("**City**").

W I T N E S S E T H:

WHEREAS, the City established Diamond Square pursuant to Community Redevelopment Act of 1969 and Chapter 8, Article III of the City Code in 1998 and the Diamond Square's Redevelopment Area is located within the jurisdictional limits of the city of Cocoa; and

WHEREAS, the City and Diamond Square find that it is in the best interests of the citizens of Cocoa to jointly participate in several redevelopment activities in accordance with the redevelopment goals and objectives of the Diamond Square Redevelopment Plan, updated and dated March 2014 (**"Redevelopment Plan"**), which was approved by the City and Diamond Square pursuant to the Community Redevelopment Act of 1969 and Chapter 8, Article III, of the City Code; and

WHEREAS, the parties recognize the critical importance of implementing the goals and objectives of the Redevelopment Plan in furtherance of eliminating slum and blight and revitalizing the Diamond Square Redevelopment Area, and desire to expend funds for said purposes; and

WHEREAS, pursuant to the Community Redevelopment Act of 1969, Chapter 8, Article III, of the City Code, and the Florida Municipal Home Rule Powers Act, the City has the authority to expend funds for redevelopment purposes; and

WHEREAS, in furtherance of this authority, the City desires to provide a lump sum, limited $25,000 financial contribution to the Diamond Square to partially fund several

redevelopment projects in fiscal year 2015/2016 under the terms and conditions of this Agreement; and

WHEREAS, the City and Diamond Square hereby find that this Agreement is consistent with the Redevelopment Plan and in the best interests of the citizens of Cocoa.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, Diamond Square and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:

   2.1 **Approval.** The approval of this Agreement by both the Diamond Square Board of Commissioners and the City Council of the City of Cocoa.

   2.2 **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chairperson of the Diamond Square Board of Commissioners.

   2.3 **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **STATUTORY AUTHORITY**. This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes, and in accordance with the Community Redevelopment Act of 1969 (s. 163.330, Florida Statutes, et. seq.), and Chapter 8, Article III, of the City Code. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).

4. **2016 FUNDING CONTRIBUTION BY THE CITY.** The City hereby agrees to provide Diamond Square Twenty-Five Thousand and No/100 Dollars ($25,000) for purposes of partially funding the authorized redevelopment activities set forth in Section 5 of this Agreement. ("**Funding Contribution**"). The Funding Contribution shall be payable by the City at such time the City determines the activities are ready to be funded by Diamond Square. The Funding Contribution must be expended by the end of the current fiscal year ending on September 30, 2016 unless any unexpended funds are otherwise rolled over and approved by the City Council in the 2016/2017 Annual City Budget.

5. **AUTHORIZED REDEVELOPMENT ACTIVITIES.** The Funding Contribution authorized in accordance with Section 4 of this Agreement shall be expended only on the following redevelopment activities within the Diamond Square Redevelopment Area:

5.1. $10,000 to Habitat for Humanity of Brevard County, Inc. The funds are to be allocated for the construction of a home at 817 Barbara Jenkins Street, subject to other funding from other sources being secured By Habitat for Humanity of Brevard County, Inc. to commence and complete construction of the home. This portion of the contribution shall only be used for "brick and mortar" construction materials which are necessary to construct the home and shall not be used to reimburse Habitat for any "soft costs."

5.2. $10,000 to be utilized by Diamond Square for the design, construction and placement of entry signage and landscape beautification at key entry points in the Diamond Square Redevelopment Area. Any signage constructed with this portion of the Funding Contribution shall be in compliance with applicable City Code and permitting requirements.

5.3. $5,000 for the Alliance for Neighborhood Restoration (ANR). Diamond Square shall also provide a matching $5,000 contribution to ANR from the Diamond Square Façade Program. This Funding Contribution shall be used to strengthen several ANR programs that are in jeopardy of being discontinued due to lack of funding. The contributions to ANR by the City and Diamond Square pursuant to this subsection 5.3 shall be coordinated and managed by the City and Diamond Square to ensure that the contributions are expended for municipal and redevelopment purposes.

6. **CONDITIONS OF FUNDING.** The following conditions shall apply to the Funding Contribution provided by the City pursuant to this Agreement:

6.1. The Funding Contribution authorized by this Section 5 shall not be used for any other purpose by Diamond Square. Before reimbursement is made by the City for any of the redevelopment activities authorized by this Section, Diamond Square shall be required to provide the City with documentation that the applicable activities have been performed or are ready to be immediately performed. Inasmuch as the Funding Contribution are administratively maintained by the City on behalf of Diamond Square, the City is hereby authorized, upon notice to Diamond Square, and without penalty, to stop processing any payment request made by Diamond Square that may be in violation of this Agreement. Furthermore, if the City determines that the Funding Contribution, in whole or in part, were expended for a wrongful purpose, the City shall have the right to reimbursement from Diamond Square of the wrongfully expended funds.

6.2. In the event that Diamond Square does not fully expend the Funding Contribution by September 30, 2016 and the City Council has not rolled over any unexpended portion to the 2016/2017 City Annual Budget and/or the City terminates this Agreement pursuant to the terms herein, the City shall have the right, in the sole discretion of the City Council, to immediately "claw back" the Funding Contribution from Diamond Square. In the event that the City Council requires claw back, the City may conduct an internal transfer of any and all unexpended portions of the Funding Contribution. The City will provide subsequent written notice to Diamond Square that it has clawed back any portion of the Funding Contribution.

7. **MISCELLANEOUS TERMS AND CONDITIONS.**

7.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:
City of Cocoa
John A. Titkanich, Jr., City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8680
Facsimile: (321) 433-8690

(b) if to Diamond Square:
Diamond Square RDA
Attn: Susan McGrady
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8510
Facsimile: (321) 433-8513

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

7.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

7.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, the parties shall meet to discuss whether the intent and purpose of this Agreement can still be fulfilled and whether the terms and conditions of this Agreement must be renegotiated or the Agreement should be terminated.

7.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

7.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

7.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

7.7 Integration. The drafting, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

7.8 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

7.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

7.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel and contractors, in performing its obligations pursuant to the terms and conditions of this Agreement.

7.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of Diamond Square's or the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, Diamond Square and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, Diamond Square and the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

7.12 Assignment Prohibited; Third Parties. This Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Diamond Square and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Diamond Square and the City and not for the benefit of any other party even though other parties may be mentioned in this Agreement. The mention of any other party in this Agreement is not intended to afford these parties any rights whatsoever under this Agreement.

7.13 Termination. In addition to other rights granted to the City herein to terminate this Agreement, the City and Diamond Square may terminate this Agreement by mutual written agreement.

7.14 Claims Surviving Termination. Termination of this Agreement shall release both parties from their obligation to effect and to receive future performance hereunder. However, in addition to provisions of this

Agreement that expressly survive the termination of this Agreement, termination of this Agreement does not preclude a claim for breach of this Agreement for non-performance.

7.15 Effective Date. The effective date of this Agreement shall be the date that this Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
HENRY U. PARRISH, III
Mayor

ATTEST:

By: _____
CARIE SHEALY
City Clerk

Approved by the City Council on: _____

DIAMOND SQUARE COMMNUITY REDEVELOPMENT AGENCY, a Florida Community Redevelopment Agency,

By: Tracy Moore
TRACY MOORE, Its Chairperson

ATTEST:

By: _____
Recording Secretary

Approved by the Board of Commissioners on: 3/28/16

RESOLUTION NO. 2016-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/29/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 25,000	111-0000-381.91-01		TRANSFER FR/ GENERAL FUND (001)	$ 0	$ 0	$ 25,000	$ 25,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 25,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 10,000	111-3230-559.63-00		INFRASTRUCTURE	$ 65,000	$ 227,966	$ 237,966	$ 225,000
$ 10,000	111-3230-559.83-00		OTHER GRANTS & AIDS	$ 19,209	$ 11,128	$ 21,128	$ 21,128
$ 5,000	111-3230-559.31-00		PROFESSIONAL SERVICES	$ 20,000	$ 25,000	$ 30,000	$ 5,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 25,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Fund projects identified in the Interlocal Agreement between the City of Cocoa and the Diamond Square CRA. Agenda 16-129

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* (○) *DATE APPROVED:* 04/12/16 *RESOLUTION #:* 2016-28

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

3/31/16	Susan McGrady	3/31/16	Lea Taylor		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/31/16	Steven Belden	3/31/16	Lora Howell		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/29/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 25,000)	001-1600-513.83-01		MISC GRANTS/DONATIONS	$ 107,600	$ 107,600	$ 82,600	$ 28,289
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 25,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 25,000	001-1600-581.91-11		TRANSFER / DIAMOND SQUARE (111)	$ 0	$ 0	$ 25,000	$ 25,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 25,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To fund projects identified in the Interlocal Agreement between the City of Cocoa and the Diamond Square CRA. Agenda #16-129

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/12/16 *RESOLUTION #:* 2016-28

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

3/31/16	Susan McGrady	3/31/16	Lea Taylor		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/31/16	Steven Belden	3/31/16	Lora Howell		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/18/15 - IT

Legislation Details (With Text)

File #:	16-135	**Version:** 1	**Name:**	ADG Task Order 2016-16-1 approval	
Type:	Resolution		**Status:**	Consent Agenda	
File created:	4/1/2016		**In control:**	City Council	
On agenda:	4/12/2016		**Final action:**		
Title:	Authorize the City Manager to Sign Amendment #1 to Task Order 2016-16 (change order #1 to P.O. 67682) with Architects Design Group (ADG) for the addition of the Emergency Operations Center (EOC) design services for the Fire Headquarters/Administration Station on Dixon Blvd. (Project: CP16F1); Authorize the City Manager to approve the change order for the EOC design services in the amount of $50,955. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ADG EOC Design proposal .pdf TO-PW-ADG-2016-16 1 (4 1 16) $50955.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 1, 2016
Agenda Date: April 12, 2016
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Authorize the City Manager to Sign Amendment #1 to Task Order 2016-16 (change order #1 to P.O. 67682) with Architects Design Group (ADG) for the addition of the Emergency Operations Center (EOC) design services for the Fire Headquarters/Administration Station on Dixon Blvd. (Project: CP16F1); Authorize the City Manager to approve the change order for the EOC design services in the amount of $50,955.

BACKGROUND:

The City of Cocoa entered into an agreement with Architects Design Group (ADG) to provide the design, permitting and construction of the Fire Headquarters/Administration Station on Dixon Blvd. (CP16F1). At the January 12, 2016 Council Meeting, a task order for the Design-Build project delivery of the Fire Department Headquarters Station was approved.

The City has unsuccessfully sought funding assistance through the Florida Legislature for the past two (2) legislative sessions for an EOC. If the city's architectural and design team maintains their adherence to an appropriate design of the three (3) fire stations, and the stations are successfully bid and let at a guaranteed maximum price at or less than the City Council approved and budgeted $8 million, the City may be in a position through alternative funding to construct an Emergency Operations Center (EOC). Therefore, the City Manager requested that the EOC design be added as

separate work task as add alternate item to the Fire Headquarters/Administration Station on Dixon Blvd. (CP16F1). ADG submitted a new task request for the additional services required to prepare a conceptual design prior to further development for inclusion into the Design Criteria Documents.

Scope of Services

- Phase One: Conceptual Design and Facility Tours of recently completed Municipal EOC Facilities.
- Phase Two: Draft Design-Build Criteria Documents to include the EOC requirements.
- Additional Fees
    - 100% Site Design/Civil Engineering
    - Landscape + Irrigation System Design
    - Technology Systems Design

The total design criteria cost for the addition of the EOC to Fire Headquarters/Administration Station is $50,955.00. Since the additional cost exceeds the 5% change order allocation for the project, Staff request approval of Task Order 2016-16.1 and the change order in the amount of $50,955.

STRATEGIC PLAN CONNECTION:

The addition of an EOC in the City of Cocoa will provide more effective delivery of public safety services.

BUDGETARY IMPACT:

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

Amount Requested $ 50,955.00
Account Number 301-3580-519-62-00_
Account Name Other General Govt Svcs / Buildings _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

Change Order Amount $ 50,955.00_

Original Purchase Order 67682_
Original P.O. Amount _$ 145,619
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date - 0_
Total amount in change orders to date _$ 0

PREVIOUS ACTION:

Agenda 15-608 was approved on January 12 authorizing Task Order #2016-16 (V.2)

RECOMMENDED MOTION:

Authorize the City Manager to Sign Amendment #1 to Task Order 2016-16 (change order #1 to P.O. 67682) with Architects Design Group (ADG) for the addition of the Emergency Operations Center (EOC) design services for the Fire Headquarters/Administration Station on Dixon Blvd. (Project: CP16F1); Authorize the City Manager to approve the change order for the EOC design services in the amount of $50,955.

March 28, 2016

Scope of Services / Professional Service Proposal
City of Cocoa Continuing Services Agreement – Bid No. RFQ-11-12-COC
Fire Stations #1 – Emergency Operations Center Design Services Proposal / Task Order 4
ADG Project No. 957-16

1. General Description

The project and related Scope of Services is generally described as preparation of Design Services for the proposed Emergency Operations Center (EOC). The proposal is based on ADG's understanding that design requirements for the EOC will be incorporated into the Design Criteria "Bridging" Documents that have been authorized for the Design-Build Project Delivery of Fire Station #1, Fire Department Headquarters Station on Dixon Blvd. The Scope of Services is based on the conclusions and acceptance of the Planning Study previously prepared by Architects Design Group (ADG) for the City.

ADG will prepare design requirements for the EOC to be included in the Design Criteria Documents that the City intends to use for competitive bidding by qualified and licensed Design-Build Contractor Teams. The EOC will require a conceptual design (Schematic Design Review) prior to further development for inclusion in the Design Criteria Documents. The final deliverable shall consist of Design Development Phase Drawings and 100% complete Specifications / Project Manual for the EOC facility.

The ADG team will incorporate site design requirements into the 100% complete Site (Civil) Engineering, Landscape and Irrigation design documents. The Civil Engineer shall include the EOC site requirements into the required site development permit submittals. Technology Systems scope and cost shall be determined at the conclusion of the Conceptual Design phase prior to inclusion in the Design Criteria Documents.

2. Scope of Services

Architects Design Group (ADG), serving as the Design Criteria Architect / Project Administrator for the proposed Fire Station #1 Headquarters Station, shall review with the City all requirements of the EOC. ADG project personnel shall tour, with City staff, other completed municipal EOC's to gain an understanding of the functional requirements. ADG will then prepare a conceptual floor plan including a preliminary furniture and equipment layout prior to proceeding with the Design Criteria Documents for the EOC. As a part of the Conceptual Design Phase, ADG will investigate the site requirements (parking, drainage, utilities, etc.) that will be coordinated with Allen Engineering, Inc. (AEI), ADG's Civil Engineering consultant for inclusion into the complete site design, permitting and construction observation services for site construction. The proposed services are described as follows:

2.1 Phase One: Conceptual Design and Facility Tours

2.1.1 ADG proposes to escort City representative on tours of the following Municipal EOC facilities that are located in recently completed Public

Safety Facilities:

- Winter Park Public Safety Facility – City-wide EOC and Fire-Rescue Training Room.
- Sanford Public Safety Facility – City-wide EOC within Fire Administration Operations facilities.

2.1.2 ADG shall prepare Conceptual (Schematic Design) layouts based on input from the facility tours. ADG shall include preliminary furniture and equipment layouts.

2.1.3 ADG and TLC, technology design consultant shall review the conceptual plans with the City to determine the requirements for technology systems (IT/structured cabling, Audio-Visual and Security Systems). ADG/TLC shall prepare an outline of technology systems and budget estimate for systems inclusion in the project Design-Build Criteria Documents.

2.2 Phase Two: Design-Build Criteria Documents

ADG and the engineering consultant team shall incorporate the Conceptual Design conclusions into the Design-Build Criteria Documents. These documents shall consist of Design Development Phase completion drawings and 100% complete Specifications.

2.3 Inclusion of EOC Requirements into Site Design and Permitting Services

Allen Engineering, Inc (AEI) shall incorporate EOC site requirements into the complete design and construction documents for site construction.

2.3.1 AEI shall include EOC site requirements into the Application and Approval of Site Permitting Regulatory Agencies.

3. Recommendation for Building Construction and Systems

ADG recommends that the proposed EOC include the following considerations:

3.1 FEMA 361 Guidance for Community Safe Rooms

ADG recommends that the design criteria for the EOC implement FEMA recommendation that the building envelope (walls and roof assemblies) and emergency generator / condenser enclosures be designed to enhanced survivability design pressures beyond the Florida Building Code (FBC) "Essential Facilities" requirements. The building envelope shall be designed to withstand wind pressures comparable to 200 mph wind resistance.

3.2 Redundant Systems

ADG recommends that the EOC facility provide for 72 hours of continuous operation capability without reliance on City utility infrastructure. ADG will investigate the following approaches and where possible propose alternative solutions:

- 72 Hour Emergency Power Generation as a secondary (redundant) source from the Headquarters Building.
- Redundant Potable Water Source by internal bladders; or an on-site well.

- Redundant Sanitary Sewage System by buried on-site holding tanks.

4. Professional Fee Allocation

The following is the proposed professional fee allocation that is based upon a percentage of construction value (Cost of the Work) calculated from the following values. We propose to utilize the fee percentage of 7.75% approved for the Fire Station #1 Headquarters.

4.1. Overall Basis of Professional Design Fee (FS #1 – EOC Facility):

3.1.1	Building Cost		$ 678,375
	3,015 SF (year 2025 need) @ $225/SF		
	• Unit Cost @ $165/SF + FEMA 361 @ $60/SF		
	Design Fee @ 7.75%	$ 52,574	
3.1.2	Site Cost (allowance)		$ 75,000
	Civil and Landscape Design Fee	$ 7,500	
	(Note: Inclusive of $2,200 credit for previous work)		
3.1.3	Technology Cost (allowance)		$ 150,000
	Engineering Fee @ 11.5%	$ 17,250	
3.1.4	Total Project Cost		$ 903,375
	Basis for Design Fee	$ 77,324	

4.2. Typical Project Fee Breakdown by Project Phase (Building Only):

3.2.1	Conceptual Design Phase @ 15% ……		$ 7,890
3.2.2	Design Development Phase @ 20%		$ 10,512
3.2.3	Construction Documents Phase @ 40%		$ 21,030
3.2.4	Bidding Phase @ 5%		$ 2,630
3.2.5	Construction Phase @ 20%		$ 10,512
3.2.6	**Overall Building Design Fee Basis**		**$ 52,574**

4.3. Project Design Fee Calculation (Design Criteria Package):

Fire Station #1 – EOC – Building Design Fee (Design Criteria Package)
Full Architectural Design Fee ..... $ 52,574

4.3.1.	**Phase One: Conceptual (Schematic Design)**		$ 7,890
4.3.2.	**Phase Two: Design Development**		
	Design Development Plans		$ 10,512
	100% Complete Specifications / Project Manual		$ 2,103
	(10% of Construction Documents Phase)		
	Credit for Construction Documents	<$ 18,927>	
4.3.3.	**Phase Two: Selection of Design-Build Team**		
	Assistance with D-B Selection Process		$ ------
	(Included in Task 3) – Credit for Bidding	<$ 2,630>	
4.3.4.	**Phase Three Peer Review of D-B Team Documents**		
	Review of D-B Team Permit Documents		$ 2,600
	(Construction Phase Service)		

4.3.5. **Phase Four Construction Administration**

Eighteen (18) Construction Meetings	$	3,100
Credit for Remaining Fees (includes Peer Review)	<$ 4,812>	

4.3.6. **Total Building DCP Fee ..... $ 26,205**
Total Credit for Design Criteria Project Delivery ..... < 26,369>

4.3.7. **Additional Design Fees (100% complete Services)**

- 100% Site Design / Civil Engineering ..... $ 6,100
- Landscape + Irrigation System Design ..... $ 1,400
- Technology Systems Design ..... $ 17,250

4.3.8. **Grand Total Design Criteria Professional Fees ..... $ 50,955**

5. Proposed Schedule

5.1. Notice to Proceed (NTP) ..... To Be Determined

		Start	Finish
5.2.	Kick Off Meeting	Week 1	---
5.3.	Facility Visits	Week 1	Week 1
5.4.	Schematic Design	Week 2	Week 4
5.5.	Design Development	Week 4	Week 6
5.6.	Review with City	Week 6	Week 6
5.7.	Incorporate into Design Criteria Package	Week 6	Week 8

6. Additional Hourly Service Rates

Per hour rates of the Architects, Interior Designers and other personnel are established as follows. These rates are effective from December 2015 through January 2017 [1]:

Principals	170.04/hr.
Associates	127.00/hr.
Project Managers	127.00/hr.
Designers	85.02/hr.
Computer Draftsperson I	71.03/hr.
Computer Draftsperson II	63.48/hr.
Computer Supervisor	85.00/hr.

[1] The hourly rates for December 2015 through January 2017 are the rates identified in the Continuing Services Agreement between Architects Design Group, Inc. and the City of Cocoa, Dated October 27 2011 and adjusted for inflation per CPI (Consumer Price Index), assumed to be 1.7% through 2015/2016

Threshold Inspector (Certified)	80.70/hr.
Construction Administrators	103.30/hr.
Specification Writer	95.76/hr.
Senior Draftsperson	85.00/hr.
Accounting Services	80.70/hr.
Staff (Word Processor I)	48.43/hr.
Graphic Designer	69.95/hr.
Interior Design Principal	102.24/hr.
Interior Design Designer	75.32/hr.
Interior Design Draftsperson I	65.56/hr.

7. List of Sub-Consultants

The following list of sub-consultants are proposed for the project. ADG has worked successfully with these firms on several projects. This is the same team of engineers that is currently under contract with ADG for design of the Cocoa Fire Station #1 project.

- Civil Engineers ..... Allen Engineering, Inc.
  106 Dixie Lane
  Cocoa Beach, FL 32932
- Structural Engineer ..... Bishop Engineering
  219 Laurel Park Court
  Winter Park, FL 32789
- MEP / FP & Technology Engineers ..... TLC Engineering
  874 Dixon Boulevard
  Cocoa, FL 32922
- Landscape Architect ..... Edward J. Haeck
  PO Box 362445
  Melbourne, FL 32936

8. Certificate of Insurance

ARCHDES-07 RBROOKS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/5/2015

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
INSURED Architects Design Group 333 North Knowles Avenue Winter Park, FL 32789	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company A+, XI — 13056 INSURER B : Catlin Insurance Company — 19518 INSURER C : INSURER D : INSURER E : INSURER F :

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: POLICY X PRO-JECT LOC OTHER:			PSB0002744	01/12/2015	01/12/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PSA0001665	01/12/2015	01/12/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			PSE0003117	01/12/2015	01/12/2016	EACH OCCURRENCE AGGREGATE	$ $	4,000,000 4,000,000
A	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	PSW0002368	01/12/2015	01/12/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B	Professional Liab.			AED-683560-0116	02/01/2015	01/12/2016	2,000,000		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cocoa is included as additional insured with respects to General Liability, Auto Liability, and Umbrella Liability when required by written contract

CERTIFICATE HOLDER	CANCELLATION
City of Cocoa 65 Stone St Cocoa, FL 32922	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Legislation Details (With Text)

File #:	16-136	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	4/1/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	To provide approval for the City to apply for the St. Johns River Water Management District Cost-Share Program. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2016-17_Districtwide_cost-share_application.pdf Public Works Stormwater Grants Internal Approval Forms.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 1, 2016
Agenda Date: April 12, 2016
Prepared By: Laura Rankin, Stormwater Engineer
Through: Everett J. Wegerif, P. E., Public Works Director
Requested Action:
To provide approval for the City to apply for the St. Johns River Water Management District Cost-Share Program.

BACKGROUND:

The St. Johns River Water Management District has recently announced a cost-sharing opportunity that the City is eligible to apply for related to stormwater projects which improve water quality entering surface waterbodies. The grant notification originated from the District in mid-March 2016. The cost-sharing allows for multiple applications during the Fiscal Year 2016-2017. The grant application is due April 22, 2016. Public Works staff is currently working on completing and submitting the application package to meet this critical deadline.

The first location being proposed for cost-share funding is for the Low Impact Development aspect of the Florida Avenue Improvement Project, which is the pervious pavers for the pedestrian area and parallel parking areas. The proposed cost-share reimbursement amount is anticipated at $43,312.50.

The second location is the Church Street Baffle Box installation. It is estimated that roughly 80 acres of untreated stormwater drains to the Indian River Lagoon. Installing the Baffle Box will improve water quality by removing nutrients and sediment. The project cost is estimated at $200,000 and the proposed cost-share reimbursement amount is anticipated at $66,000.

The third project location is the AT&T stormwater retrofit project (also known as the Factory Street Stormwater Improvement project). Approximately 12 acres of currently untreated stormwater will be draining to the new dry detention pond. This project is also considered a water quality improvement project. The project cost is estimated at $240,000 and the proposed cost-share reimbursement amount is anticipated at $79,200.

The fourth project location is at the Emma Jewel Charter School. This will be a new stormwater management facility which will provide stormwater treatment to the Diamond Square Redevelopment Area, which is currently untreated runoff. This will also be considered a water quality improvement project. The project cost is estimated at $200,000 and the proposed cost-share reimbursement amount is anticipated at $66,000.

STRATEGIC PLAN CONNECTION:

The Emma Jewel stormwater project proposed under this grant will allow the City to encourage development and revenue generation in an economically depressed area in the Diamond Square Redevelopment Area by providing off-site stormwater management. The remaining projects, projects 1, 2, and 3, will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination permit.

BUDGETARY IMPACT:

There are no budgetary impacts in Fiscal Year 2016

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To provide approval for the City to apply for the St. Johns River Water Management District Cost-share Funding Program for these four projects.

Fiscal Year 2016-17 (FY17) Districtwide Cost-Share (DWCS) Application

INSTRUCTIONS FOR USE OF THIS FORM:
This form is designed to assist in submitting a complete application for consideration by the St. Johns River Water Management District (SJRWMD) for the FY17 DWCS Program. Detailed guidance on completing this application can be found in the Funding Guidance Document. All sections of the form must be completed to be considered a complete application. If additional space is needed to fully complete a section, please attach separately. County governments, municipalities, water supply authorities, and other interested public and private entities are eligible to submit.

A. BASIC INFORMATION		
A-1	**PROJECT NAME:**	
A-2	**Applicant**	
	Name/title:	
	Email address:	
	Mailing address:	
	Office Phone: ( )	Mobile Phone: ( )
A-3	**Contact (if other than applicant)**	
	Name/title:	
	Email address:	
	Mailing address:	
	Office Phone: ( )	Mobile Phone: ( )
A-4	**What County is this project located?** ☐ Alachua ☐ Baker ☐ Bradford ☐ Brevard ☐ Clay ☐ Duval ☐ Flagler ☐ Indian River ☐ Lake ☐ Marion ☐ Nassau ☐ Orange ☐ Osceola ☐ Putnam ☐ Seminole ☐ St. Johns ☐ Okeechobee ☐ Volusia	
A-5	**What Water Supply Planning Region is this project located (***Refer to map at* floridaswater.com/watersupply/planning.html)**?** ☐ North Florida (North Florida Regional Water Supply Partnership/North Florida Water Initiative) ☐ Central Springs and East Coast ☐ Central Florida (Central Florida Water Initiative)	
A-6	**Is the Applicant a Rural Economic Development Initiative (REDI) Community?** ☐ Yes ☐ No	
	If yes, please attach a signed Waiver of Matching Funds Letter on your letterhead. See format at *floridaswater.com/funding*	
A-7	**For County or Municipal applicants: Do you have an adopted Landscape Irrigation Ordinance?** ***(Scoring Criterion #5)****:* ☐ Yes ☐ No *Include a copy of an adopted landscape irrigation ordinance. The District's model ordinance can be found here: floridaswater.com/wateringrestrictions/pdfs/updated_model_ordinance-landscape_irrigation.pdf.*	

B. PROJECT INFORMATION	
B-1	**PROJECT TYPE** *Check all that apply and provide evidence for each in Section B-3. Projects that include more than one project type may receive additional scoring consideration.* ☐ **Water Supply** ☐ **Water Conservation** ☐ **Water Quality** ☐ **Flood Protection** ☐ **Natural Systems**
	For Water Quality projects: _____ **Lbs/year TN reduced annually** _____ **Lbs/year TP reduced annually** **For Water Supply/Conservation projects:** _____ **Gallons per day conserved/alternative water supplied** **For Flood Protection projects:** _____ **Acres protected from flooding** **For Natural Systems projects:** **Acres Wetlands Restored/Enhanced** **Acres Uplands Restored/Enhanced**
B-2	**PROJECT DESCRIPTION *(Scoring Criterion #2)*** *What is the project going to do and how is it going to do it? Describe the problem and how the project will address the problem. If the project is a water supply or water conservation project, discuss any benefits to MFL water bodies or springs, if applicable. For water conservation projects include the % water saved by this project. If the project is a water quality project discuss if the receiving water body has a TMDL and approved BMAP or Reasonable Assurance Plan and the total TMDL nutrient-load reduction will be achieved by the project. For phased projects, the overall master plan identifying each phase should be included in the submittal. Attach pages as needed.*
	a. Project Description, Objectives and Benefits:

	b. Purpose and goals of the project:
	c. How will you measure success? Describe your plan of action to measure the effectiveness of your project?
	d. Describe how this project relates to larger projects and or goals of the applicant:
	e. Describe the location and include a map. The map should identify any potentially affected MFL, TMDL, or impaired water bodies, or affected wetlands or springs...

B-3	**BENEFITS TO DISTRICT MISSIONS *(Scoring Criterion #1)*** *Describe the benefit to one (or more) of the District's main missions (Water Supply/Conservation, Water Quality, Flood Protection and/or Natural Systems). Indicate which is the primary mission benefit. Attach separate pages if necessary.*
B-4	**BENEFIT TO SPRINGS** Identify springs that will be benefit from this project, identify the spring(s) on a map in relation to the project, and provide a brief description of the benefits.
B-5	**If the Project is for Water Resource Development or Alternative Water Supply Development identify the source water** *(check all that apply)***:** ☐ **Fresh Groundwater** ☐ **Brackish Groundwater** ☐ **Stormwater** ☐ **Reclaimed Water** ☐ **Surface Water: Identify surface water body:** ☐ **Brackish Surface Water: Identify surface water body:** ☐ **Other: Identify Source:**

B-6 **District Permit Information:**

If the applicant has an SJRWMD-issued Consumptive Use Permit and or an Environmental Resource Permit for the project site, provide the following:

Permit Type:	Permit #	Expiration date/Compliant (yes / no)

B-7 **Project likelihood of successful completion within the current fiscal year:**

a. Project Readiness *(Scoring Criterion #3)*: *Check all that apply and supply requested dates (month/day/year) and attach a detailed project construction schedule. Include documentation that demonstrates that the construction start date is realistic (e.g. critical milestones, commission approval dates, procurement timeline, etc.).*

		Current % Complete					
	Planning		%	Start Date:		Completion Date:	
	Design		%	Start Date:		Completion Date:	
	Permitting		%	Start Date:		Completion Date:	
	Bidding		%	Start Date:		Completion Date:	
	Construction			Start Date:		Completion Date:	
	Future Phases			Start Date:		Completion Date:	
	Other			Start Date:		Completion Date:	

b. Project partners: *Check one below and if multi-jurisdictional include the percent of funding to be contributed by each partner.*

☐ Single entity

☐ Multi-jurisdictional (attach copy of partnership agreement or memorandum of understanding, if available, and includes status of agreement). Identify other partners:

c. Funding Sources: *Identify any other outside sources of funding including State or Federal appropriations or grant monies, municipal bonds. Identify source of applicant funding.*

	d. Technology or Methodology: *Describe the technology or methodology to be used in the project:*
	e. Local Government / Public Support: *Describe the public support for your project (meetings attended, community workshops, presentations to councils, notification in newsletters, etc.)*

C. PROJECT COST INFORMATION			
C-1	**a. Breakdown of project cost** *(provide details in separate attachment)* *Attach a table or spreadsheet with detailed project costs for each task or segment of the project. The District will contribute only to the construction costs of the project. Indicate at the conclusion of the table/spreadsheet, a cost effectiveness evaluation as described below.*		
	b. Cost-share request funding table *The District's share (C) cannot exceed 50% of the total construction cost (B) except for REDI communities that have submitted a waiver, up to 100% of total construction cost can be reimbursed.*		
	A. Total estimated project cost: (includes capital, construction, land acquisition, planning, permitting & design costs)	$	
	B. Construction cost:	Year 1 (FY2017) $	Year 2 (FY2018) $
	C. Cost-share amount requested:	$	
	D. Applicant's share:	$	
	E. Estimated Applicant's Annual Operation & Maintenance Costs:	$	
	F. Estimated Service life of components:	years	
C-2	**Cost Effectiveness *(Scoring Criterion #4)*** *(complete for all that apply)* *For Water Supply and Water Conservation projects, and for Water Quality projects , please attach the Cost Effectiveness Calculator (as provided at www.floridaswater.com/funding) and appropriate supporting documentation. For Water Quality, Flood Protection, and Natural Systems projects, please provide methodology used and additional supporting documentation, including, for Water Supply and Water Quality projects, the cost effectiveness calculator.* Water Supply: cost per 1000 gallons made available Water Conservation: cost per 1000 gallons conserved Water Quality (TP or TN): cost per lb divided by service life (years) Flood Protection: Benefit/Cost ratio Natural Systems: cost per acre or linear feet shoreline		
Provide the required attachments: project map, construction schedule/timeline, project cost table or spreadsheet; plus additional information required for your specific project type in accordance with the District's 2017 DWCS Funding Program Guidance.			

I certify that all information on this form and the attached document(s), if applicable, is true and correct.
Signature of the person with authority to enter into a contractual agreement.

Name (print):

Signature: _____

Title:

Date:

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Public Works	**DIVISION:** Stormwater
POINT OF CONTACT: Ed Wegerif	**PROJECT MANAGER:** Laura Rankin
NAME OF GRANT: St Johns River Water Management District Cost-share Funding	
CFDA#/CFSA#:	**DATE DEPT. RECEIVED RFP:** 03/27/2016
AMOUNT REQUESTED: $ $66,000	**GRANT DUE DATE:** April 22, 2016
PROJECT DESCRIPTION: This will be a new stormwater management facility which will provide stormwater treatment to the Diamond Square Redevelopment Area, which is currently untreated runoff. The Emma Jewel stormwater project proposed under this grant will allow the City to encourage development and revenue generation in an economically depressed area in the Diamond Square Redevelopment Area by providing off-site stormwater management.	
COUNCIL REQUIRED: YES	**TARGET DATE TO COUNCIL:** April 12, 2016
MATCH REQUIRED: ~~NO~~ yes – **(IF YES, HOW MUCH :) $** 133,000	**MATCH BUDGETED:** ~~n/a~~ in proposed CIP budget
REIMBURSEMENT GRANT: YES	**SCHEDULE FOR REIMBURSEMENT:** FY 2017 – after project completion
Expense Account Number(s) to be used: 423-3570-538.63-00	
WHAT ARE THE REPORTING REQUIREMENTS? Application requires project description, project benefits, a description on how this project relates to the larger goals of the City of Cocoa, as well as the reduction amount of nitrogen and phosphorus in the stormwater runoff reaching the receiving water bodies.	
FUTURE REQUIREMENTS TO CONSIDER: Project readiness in FY 2017 as well as the project being completed within 2 years of construction start date.	
IS THE DEPARTMENT PREPARED TO APPLY: YES	
EXPLAIN: Applicants are given a higher score by the Water Management District when the project is ready for construction and/or permitted by June 2017.	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director — Date: 4-4-16

Grants Administrator — Date: 4/4/16

Deputy Finance Director — Date: 4/4/16

~~Finance Director~~ Acting Finance Director — Date: 4/14/16

City Manager — Date: 4/4/16

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Public Works	**DIVISION:** Stormwater
POINT OF CONTACT: Ed Wegerif	**PROJECT MANAGER:** Laura Rankin
NAME OF GRANT: St Johns River Water Management District Cost-share Funding	
CFDA#/CFSA#:	**DATE DEPT. RECEIVED RFP:** 03/27/2016
AMOUNT REQUESTED: $ $66,000	**GRANT DUE DATE:** April 22, 2016
PROJECT DESCRIPTION: The Church Street Baffle Box will provide nutrient reduction to an estimated 80 acres of untreated stormwater drains into the Indian River Lagoon. Installing the Baffle Box will improve water quality by removing nutrients and sediment that will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination System permit.	
COUNCIL REQUIRED: YES	**TARGET DATE TO COUNCIL:** April 12, 2016
MATCH REQUIRED: ~~NO~~ YES – **(IF YES, HOW MUCH :) $** 144,000	**MATCH BUDGETED:** in proposed CIP budget
REIMBURSEMENT GRANT: YES	**SCHEDULE FOR REIMBURSEMENT:** FY 2017 – after project completion
Expense Account Number(s) to be used: 423-3570-538.63-00	
WHAT ARE THE REPORTING REQUIREMENTS? Application requires project description, project benefits, a description on how this project relates to the larger goals of the City of Cocoa, as well as the reduction amount of nitrogen and phosphorus in the stormwater runoff reaching the receiving water bodies.	
FUTURE REQUIREMENTS TO CONSIDER: Project readiness in FY 2017 as well as the project being completed within 2 years of construction start date.	
IS THE DEPARTMENT PREPARED TO APPLY: YES	
EXPLAIN: Applicants are given a higher score by the Water Management District when the project is ready for construction and/or permitted by June 2017.	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director	Date 4-4-16
Grants Administrator	Date 4/4/16
Deputy Finance Director	Date 4/4/16
Finance Director (Acting)	Date 4/4/16
City Manager	Date 4/4/16

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Public Works	**DIVISION:** Stormwater
POINT OF CONTACT: Ed Wegerif	**PROJECT MANAGER:** Laura Rankin
NAME OF GRANT: St Johns River Water Management District Cost-share Funding	
CFDA#/CFSA#:	**DATE DEPT. RECEIVED RFP:** 03/27/2016
AMOUNT REQUESTED: $ $79,200	**GRANT DUE DATE:** April 22, 2016
PROJECT DESCRIPTION: AT&T stormwater retrofit project (also known as the Factory Street Stormwater Improvement project). Approximately 12 acres of currently untreated stormwater will be draining to the new dry detention pond. This project is also considered a water quality improvement project as it will remove nutrients and sediment. Additionally, this project will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination System permit.	
COUNCIL REQUIRED: YES	**TARGET DATE TO COUNCIL:** April 12, 2016
MATCH REQUIRED: ~~NO~~ yes- **(IF YES, HOW MUCH :) $** 160,800	**MATCH BUDGETED:** YES
REIMBURSEMENT GRANT: YES	**SCHEDULE FOR REIMBURSEMENT:** FY 2017 – after project completion
Expense Account Number(s) to be used: 423-3570-538.63-00	
WHAT ARE THE REPORTING REQUIREMENTS? Application requires project description, project benefits, a description on how this project relates to the larger goals of the City of Cocoa, as well as the reduction amount of nitrogen and phosphorus in the stormwater runoff reaching the receiving water bodies.	
FUTURE REQUIREMENTS TO CONSIDER: Project readiness in FY 2017 as well as the project being completed within 2 years of construction start date.	
IS THE DEPARTMENT PREPARED TO APPLY: YES	
EXPLAIN: Applicants are given a higher score by the Water Management District when the project is ready for construction and/or permitted by June 2017.	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director — Date: 4-4-16

Grants Administrator — Date: 4/4/16

Deputy Finance Director — Date: 4/4/16

Finance Director (Acting) — Date: 4/4/16

City Manager — Date: 4/4/16

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Public Works	**DIVISION:** Stormwater
POINT OF CONTACT: Ed Wegerif	**PROJECT MANAGER:** Laura Rankin
NAME OF GRANT: St Johns River Water Management District Cost-share Funding	
CFDA#/CFSA#:	**DATE DEPT. RECEIVED RFP:** 03/27/2016
AMOUNT REQUESTED: $ $43,312.50	**GRANT DUE DATE:** April 22, 2016
PROJECT DESCRIPTION: The City of Cocoa is applying for cost-share funding is for the Low Impact Development aspect of the Florida Avenue Improvement Project, which is the pervious pavers for the pedestrian area and parallel parking areas. This project will reduce the heat island effect and is also considered a water quality improvement project as it will remove nutrients and sediment. Additionally, this project will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination System permit.	
COUNCIL REQUIRED: YES	**TARGET DATE TO COUNCIL:** April 12, 2016
MATCH REQUIRED: ~~NO~~ yes – **(IF YES, HOW MUCH :) $** $87,937.50	**MATCH BUDGETED:** YES
REIMBURSEMENT GRANT: YES	**SCHEDULE FOR REIMBURSEMENT:** FY 2017 – after project completion
Expense Account Number(s) to be used: 423-3570-538.63-00	
WHAT ARE THE REPORTING REQUIREMENTS? Application requires project description, project benefits, a description on how this project relates to the larger goals of the City of Cocoa, as well as the reduction amount of nitrogen and phosphorus in the stormwater runoff reaching the receiving water bodies.	
FUTURE REQUIREMENTS TO CONSIDER: Project readiness in FY 2017 as well as the project being completed within 2 years of construction start date.	
IS THE DEPARTMENT PREPARED TO APPLY: YES	
EXPLAIN: Applicants are given a higher score by the Water Management District when the project is ready for construction and/or permitted by June 2017.	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Ernest Wagner 4-4-16
Department Director Date

4/4/16
Grants Administrator Date

Li Howell 4/4/16
Deputy Finance Director Date

Li Howell 4/4/16
Finance Director (Acting) Date

4/4/16
City Manager Date

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

Legislation Details (With Text)

File #:	16-117	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Public Hearing
File created:	3/24/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	Ordinance No. 05-2016/2nd & Final Reading: Final Renewal of the Multi-Year Solid Waste Contract, with Modifications to Terms, with Waste Management for a period of Five (5) Years. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Rates.pdf Exhibit B - CPI-Fuel.pdf Ordinance No. 05-2016 Second Addendum Solid Waste.pdf WM Second Addendum.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2016
Agenda Date: April 12, 2016
Prepared By: Cheryl Meisenzahl
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Ordinance 05-2016/2nd & Final Reading: Final Renewal of the Multi-Year Solid Waste Contract, with Modifications to Terms, with Waste Management for a period of Five (5) Years

BACKGROUND:

On February 9, 2016, City Council authorized the City Attorney to prepare an agreement to exercise the second and final renewal option and renew the terms of the Agreement, with modifications, for an additional five (5) years with Waste Management. The current contract is due to expire in September 30, 2016 and the final renewal option will extend the expiration date of the contract to September 30, 2021. The modifications, which are outlined further in the attached ordinance, include the distribution and implementation of newly manufactured sixty-four (64) gallon recycle carts at no additional cost to the City and changing the month over month calculation of the annual CPI adjustment to April from August.

STRATEGIC PLAN CONNECTION:

Reliable and efficient collection of solid waste, green waste and recycling materials improves the

city's public health and image.

BUDGETARY IMPACT:

There is no budgetary impact at this time. However, the contract allows for rate adjustments in accordance with the annual Consumer Price index starting on October, 1, 2016.

PREVIOUS ACTION:

Renewal of the current contract, with modifications to the terms, with no extension of time past the available 5-year renewal term ending September 30, 2021 was approved on February 9, 2016.

City Council approved the First reading of Ordinance 05-2016 at its March 22, 2016 meeting.

RECOMMENDED MOTION:

Approve the Second and Final Reading of Ordinance 05-2016: Final renewal of the Multi-Year Solid Waste Contract, with Modifications to Terms, with Waste Management for a period of Five (5) Years.

Exhibit A

City of Cocoa Rates as of OCTOBER 1, 2015

Size	Exhibit A Pick Ups	10/1/2015 Rates
2	1	$ 35.85
2	2	$ 71.70
2	3	$ 107.56
2	4	$ 143.41
2	5	$ 179.26
2	6	$ 215.11
3	1	$ 53.78
3	2	$ 107.56
3	3	$ 161.34
3	4	$ 215.11
3	5	$ 268.89
3	6	$ 322.67
4	1	$ 71.70
4	2	$ 143.41
4	3	$ 215.11
4	4	$ 286.82
4	5	$ 358.52
4	6	$ 430.23
6	1	$ 107.56
6	2	$ 215.11
6	3	$ 322.67
6	4	$ 430.23
6	5	$ 537.79
6	6	$ 645.34
8	1	$ 143.41
8	2	$ 286.82
8	3	$ 430.23
8	4	$ 573.64
8	5	$ 717.05
8	6	$ 860.46

COMMERCIAL CANS			
2 CANS	TWO PICKUPS	$	25.95
RESIDENTIAL	GARBAGE-CURB	$	7.61
	RECYCLING	$	1.70
	GREEN WASTE	$	1.70
		$	11.01
	EXTRA DUMP CHARGES	$	8.83 PER YARD
MULTI-FAMILY	GREEN WASTE	$	1.70
	RECYCLING	$	1.70
COMMERCIAL	GREEN WASTE	$	12.11

FREQUENCY

SIZE	1	2	3	4	5	6	XPU
2	35.85	71.70	107.56	143.41	179.26	215.11	18.08
3	53.78	107.56	161.34	215.11	268.89	322.67	27.12
4	71.70	143.41	215.11	286.82	358.52	430.23	36.16
6	107.56	215.11	322.67	430.23	537.79	645.34	54.24
8	143.41	286.82	430.23	573.64	717.05	860.46	72.32

$4.14 Billed Cubic Yard
$9.04 Billed Cubic Yard for extra garbage pick up

Loose/Can Commercial (96 gallon cart, 2x week service)

1	2	3	4
CAN	CANS	CANS	CANS
$25.95	$51.90	$77.85	$103.80

RESIDENTIAL RATES TO WM - WATER BILLED:

	Garbage	*Recycle*	*Yard Trash*	*Total*
Single home per unit	$7.61	$1.70	$1.70	$11.01
Multi Family per unit	$7.61	$1.70	$1.70	$11.01

Optional Special Vegetative Waste Service for Commercial Customers

Quarter truck load	$49.81
Half truck load	$99.60
Three Quarter truck load	$149.39
Full truck load	$198.05

	Ceiling Pull Rate
15 Yard Open Top Per Pu	$143.59
20 Yard Open Top Per Pu	$160.81
30 Yard Open Top Per Pu	$172.31
40 Yard Open Top Per Pu	$194.94

ABOVE RATES ARE SUBJECT TO ADDITIONAL LANDFILL FEES

CUSTOMERS NOT RECEIVING A MONTHLY PULL ARE SUBJECT TO $75.00 MONTHLY MAINTENANCE CHARGE OR $2.50 PER DAY CHARGE

	Ceiling Pull Rate	Monthly rental	"Turn around" charges
15 Yard Compactor Per F	$143.59	$112.04	$0.00
20 Yard Compactor Per F	$160.81	$112.04	$0.00
30 Yard Compactor Per F	$172.31	$112.04	$0.00
40 Yard Compactor Per F	$194.94	$112.04	$0.00

"ABOVE RATES ARE BASED ON PULL CHARGES ONLY AND DO NOT INCLUDE DISPOSAL AT THE LANDFILL, TAXES, OR LEASING/MAINTENANCE FEES, ALL OF WHICH WILL BE ADDED TO THE FINAL CHARGE FOR THE ROLLOFF CONTAINER"

Exhibit B

Bureau of Labor Statistics

Consumer Price Index - All Urban Consumers
Original Data Value

For City of Cocoa

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2005 to 2015

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	193.2	197.4
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316					236.265	

Index Change = 0.464

CPI Change = **0.20%**

City of Cocoa CPI calculation effective October 1, 2014

	Weight	% of Index Change	
Other than Fuel & Oil	87.50%	0.195%	0.17%
Fuel & Oil	12.50%	-2.833%	-0.35%
Total Rate Change			**-0.18%**

Source: Bureau of Labor Statistics

Generated on: September 16, 2015 (10:43:26 AM)

Fuel Change for City of Cocoa

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Data 2: M Diesel Prices - All Types

Sourcekey	EMD_EPD2D_PTE_R1Z_DPG	For City of Cocoa
Date	Lower Atlantic (PADD 1C) No 2 Diesel Retail Prices (Dollars per Gallon)	
May-2013	3.803	-2.54%
Jun-2013	3.764	-1.03%
Jul-2013	3.802	1.01%
Aug-2013	3.847	1.18%
Sep-2013	3.902	1.43%
Oct-2013	3.833	-1.77%
Nov-2013	3.797	-0.94%
Dec-2013	3.844	1.24%
Jan-2014	3.840	-0.10%
Feb-2014	3.903	1.64%
Mar-2014	3.965	1.59%
Apr-2014	3.949	-0.40%
For 2014	**Average Mo. Change**	**0.11%**
May-2014	3.926	-0.58%
Jun-2014	3.888	-0.97%
Jul-2014	3.850	-0.98%
Aug-2014	3.794	-1.45%
Sep-2014	3.735	-1.56%
Oct-2014	3.615	-3.21%
Nov-2014	3.485	-3.60%
Dec-2014	3.303	-5.22%
Jan-2015	2.984	-9.66%
Feb-2015	2.836	-4.96%
Mar-2015	2.857	0.74%
Apr-2015	2.784	-2.56%
For 2015	**Average Mo. Change**	**-2.83%**

ORDINANCE 05-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ADOPTING A SECOND ADDENDUM TO THE SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF COCOA AND WASTE MANAGEMENT INC. OF FLORIDA; AMENDING THE CITY CODE CHAPTER 9 HEALTH AND SANITATION, ARTICLE II SOLID WASTE, DIVISION 1 SOLID WASTE FRANCHISE TO INCORPORATE CERTAIN PROVISIONS OF THE SECOND ADDENDUM INTO THE CITY CODE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Ordinance 39-2006, adopted by the City Council on January 9, 2007, adopted a Solid Waste Agreement ("Agreement") between the City and Contractor and awarded Contractor a franchise to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials; and

WHEREAS, Ordinance 069- 2011, adopted July 26, 2011, approved the First Addendum to the Agreement and also served to expressly adopt the revised rates for solid waste services set forth in said Ordinance; and

WHEREAS, the Contractor and the City have agreed to a Second Addendum to the Agreement to exercise the final five (5) year renewal option under the Agreement and to restate the existing rates for services and modify several terms and conditions under the Agreement regarding recycling containers and the time frame to be used in calculating the CPI rate adjustment; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Approval of Second Addendum.** The Second Addendum to Solid Waste Agreement attached hereto as **Attachment "1"** is hereby approved and fully incorporated herein by this reference.

Section 2. **Code Amendment.** Chapter 9, Health and Sanitation, of the Code of Ordinances, City of Cocoa, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Chapter 9. It is intended that the text in Chapter 9 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

CHAPTER 9. HEALTH AND SANITATION

* * *

ARTICLE II. SOLID WASTE

DIVISION 1. SOLID WASTE FRANCHISE

* * *

Sec. 9-22. Solid waste franchise.

* * *

(b) Definitions. The following words and phrases contained in this agreement shall have the meaning ascribed in this section unless the context clearly indicates otherwise:

* * *

(44) *Recycling container* shall mean a fourteen (14) gallon recycling bin or sixty four (64) gallon or thirty five (35) gallon recycling cart ("Recycling Cart") used by residential customers and one or more ninety six (96) gallon recycling center bins for commercial and multiple dwelling unit customers, or other types of recycling bins approved by the Authorized Representative, to store recyclable materials for collection and disposal service. Recycling Carts shall have a yellow lid. The 14 gallon bins for residential customers shall be discontinued upon distribution of recycling carts.

* * *

(d) *Scope of work.* It is the intent of this franchise to provide for the exclusive collection and disposal service of solid waste within the service area, with the exception of the exclusions specifically set forth in this division. Contractor shall perform the collection and disposal service under the following terms and conditions, all of which shall be a material part of this division:

* * *

(10) *Recycling Container Distribution.* Contractor shall distribute one (1) newly manufactured sixty four (64) gallon Recycling Cart to each residential unit at no charge to the resident. Recycling Carts will be distributed pursuant to a schedule mutually determined by the City and Contractor. Contractor shall maintain, at all times, a sufficient number of carts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled carts to new residential units that are added during the term of this contract. Carts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Residents desiring a recycling cart smaller than the 64 gallon default sized Recycling Cart can request a cart exchange to a 35 gallon cart. Cart exchanges must be made within 60 days of initial distribution. Cart exchanges requested in this 60 day period will be at no charge to the resident. Cart exchanges requested after this 60 day period shall be at a cost to the resident of $25.00. The Contractor shall be responsible for the purchase, distribution and repair of Recycling Carts that have been damaged by Contractor's actions.

* * *

(e) *Rates and charges; contractor compensation; franchise fee billing.*

* * *

(2) *Consumer price index adjustment.* The rates and charges set above in subsection (e) "rates and charges; contractor compensation; franchise fee billing," shall be adjusted annually and computed pursuant to the mathematical formula provided as Exhibit ("B") [which is attached hereto Ordinance No. 39-2006 and fully incorporated herein by this reference].

CPI1: The published CPI for the month of ~~October~~ April of the preceding year.

CPI2: The published CPI for the month of ~~October~~ April for the year in which the rate is being adjusted.

Adjustments to the prices made in accordance with this subsection are intended to reflect changes in the purchasing power of a given amount of money expressed in dollars. If CPI1 and CPI2 are not expressed in relation to the same base period or if a material change is made in the method of establishing CPI, the city and the contractor shall make

an appropriate statistical adjustment or conversion. If the CPI is discontinued, the city and the contractor shall mutually select another index published by the United States Government or by a reputable publisher of financial and economic indices.

* * *

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the Cocoa, City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____day of _____, 2016.

Henry U. Parrish III
Mayor

ATTEST:

Carie Shealy, City Clerk

First Reading: 03/22/2016
Second Reading:
Effective Date:

SECOND ADDENDUM TO
SOLID WASTE AGREEMENT

THIS SECOND ADDENDUM TO SOLID WASTE AGREEMENT, made this _day of _____, 2016, by and between the CITY OF COCOA, FLORIDA, a Florida municipal corporation (hereinafter "City") and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation (hereinafter "Contractor").

WHEREAS, Ordinance 39-2006, adopted by the City Council on January 9, 2007, adopted a Solid Waste Agreement between the City and Contractor and awarded Contractor a franchise to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials ("Agreement"); and

WHEREAS, Ordinance 069- 2011, adopted July 26, 2011, approved the Addendum to the Agreement and also served to expressly adopt the revised rates for solid waste services set forth in said Ordinance; and

WHEREAS, Section 23.3 of the Agreement provides that it may be renewed by mutual agreement of the parties; and

WHEREAS, the parties desire to exercise the second and final renewal option and renew the term of the Agreement for an additional five (5) years and make additional modifications; and

WHEREAS, the City considers the renewal and the modifications to the Agreement set forth herein to be in the best interests of its residents.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and certain other good and valuable considerations, the receipt and sufficiency, all of which is hereby acknowledged, it is agreed as follows:

1. **Recitals**. The foregoing recitals are deemed true and correct and are hereby incorporated herein as a material part of this Second Addendum.

2. **Renewal of Term**. The City and Contractor mutually agree to extend the term of the Agreement for an additional five (5) years, commencing October 1, 2016 and terminating on September 30, 2021.

3. **Rates**. The City and Contractor hereby agree that the existing rates for Contractor's solid waste services are those set forth in Exhibit A, attached hereto and fully incorporated herein by this reference. Any solid waste rates not expressly stated in Exhibit A which were previously approved by the City under the Agreement shall remain unchanged. The rates adopted pursuant to the Agreement shall be adjusted annually consistent with Section 5.2 of the Agreement. The first such adjustment after this Second Addendum is approved and executed by the City and Contractor shall take effect on October 1, 2016.

4. **Franchise Costs**. Pursuant to Section 29 of the Agreement, Contractor agrees to pay the City Two Thousand Five Hundred ($2,500.00) Dollars for the reasonable legal and administrative costs incurred related to the renewal of the Franchise. Payment shall be made to the City no later than thirty (30) days from the effective date of this Second Addendum.

5. **Recycling Container**. The definition of "Recycling Container" in Section 2.32 is modified to read as follows:

"Shall mean a fourteen (14) gallon recycling bin or sixty four (64) gallon or thirty five (35) gallon recycling cart ("Recycling Cart") used by residential customers and one or more ninety six (96) gallon recycling center bins for commercial and multiple dwelling unit customers, or other types of recycling bins approved by the Authorized Representative, to store recyclable materials for collection and disposal service. Recycling Carts shall have a yellow lid. The 14 gallon bins for residential customers shall be discontinued upon distribution of recycling carts."

6. **Recycling Container Distribution**. New Section 4.2 C 7 is added as follows:

> "Contractor shall distribute one (1) newly manufactured sixty four (64) gallon Recycling Cart to each residential unit at no charge to the resident. Recycling Carts will be distributed pursuant to a schedule mutually determined by the City and Contractor. Contractor shall maintain, at all times, a sufficient number of carts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled carts to new residential units that are added during the term of this contract. Carts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Residents desiring a recycling cart smaller than the 64 gallon default sized Recycling Cart can request a cart exchange to a 35 gallon cart. Cart exchanges must be made within 60 days of initial distribution. Cart exchanges requested in this 60 day period will be at no charge to the resident. Cart exchanges requested after this 60 day period shall be at a cost to the resident of $25.00. The Contractor shall be responsible for the purchase, distribution and repair of Recycling Carts that have been damaged by Contractor's actions."

7. **Exhibit B** is modified so that the change in CPI shall be calculated as the percentage change from April of the preceding year to April of the current year.

8. This Second Addendum shall take effective immediately upon the date that the both parties have approved and fully executed this Second Addendum. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as authorized corporate officers and on behalf of the undersigned corporations.

Signed, sealed and witnessed in the presence of:

ATTEST:

CITY OF COCOA
a Florida Municipal Corporation

_____
Carie Shealy, City Clerk

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Ronald Kaplan, Asst. Sec.

WASTE MANAGEMENT INC. OF FLORIDA
a Florida Corporation

_____
Timothy Hawkins, Pres.

State of Florida
County of Broward

The foregoing Second Addendum was acknowledged before me this ____ day of _____ 2016, by Timothy Hawkins, as President of Waste Management Inc. of Florida, a Florida corporation, who is personally known to me or who produced _____ as identification.

_____
Notary Public
Print name:_____
My Commission expires_____

Legislation Details (With Text)

File #:	16-128	**Version:** 1	**Name:**	Docking ordinance 2nd reading 4/12
Type:	Ordinance		**Status:**	Public Hearing
File created:	3/29/2016		**In control:**	City Council
On agenda:	4/12/2016		**Final action:**	
Title:	Ordinance No. 01-2016/ 2nd & Final Reading: Amending Sec. 14-11 of the City Code related to anchoring, mooring and docking of vessels at Riverfront Park. (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Docking Ordinance 01-2016.pdf Docking locations.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 29, 2016
Agenda Date: April 12, 2016
Prepared By: Steven P. Belden, AICP, Community Services Director
Anthony A. Garganese, City Attorney
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 01-2016 amending Sec. 14-11 of the City Code related to anchoring, mooring and docking of vessels at Riverfront Park..

BACKGROUND:

The City Council has expressed a desire for City Staff to evaluate the current use of the waterfront along the Cocoa Riverfront Park, particularly the anchoring, docking and mooring of vessels. Given Council's desire, the City Staff and City Attorney conducted research and held several meetings over the past few months to evaluate the existing situation and to determine whether additional or other potential regulatory options are advisable for the City Council to consider related to maintaining the Riverfront Park for recreational and other public purposes.

On January 12, 2016, the City Council adopted the ordinance on First Reading. However, during the meeting, the City Council received additional public comment from citizens. Some of the public comments were presented in writing. Subsequent to First Reading, the City staff and City Attorney worked extensively with members of the public and other stakeholders such as the Historic Cocoa Village Association (HCVA) over the course of more than two months to draft revisions to the ordinance prior to second reading by the City Council. Numerous revisions were made to improve and fine tune the ordinance to address community needs and concerns, but all the revisions are within the original scope and meaning of the ordinance that was passed on first reading. Brad

Whitmore provided a great deal of input regarding the ordinance language as well as HCVA Executive Director, Allan Chapman. Both gentlemen provided their unique insight into what is a complex and multi-faceted regulatory issue. City staff and the City Attorney recognize and appreciate their significant contributions of time and effort to improve the ordinance to address the special and unique circumstances that the City must manage at Riverfront Park.

As Council is aware, there has been increased attention and activity brought to the Indian River waterfront area as a result of the redevelopment of the building at 4 Harrison St. (aka Parkside Place). More vehicular and pedestrian traffic is being experienced in this area and day boaters also desire to make visits into Cocoa Village to eat and shop and to enjoy the entertainment opportunities offered in the Cocoa Village.

Council has found that it is in the City's best interest to maintain the areas where the City holds sovereign submerged land leases adjacent to and near Cocoa Riverfront Park for the betterment of the general public and that anchoring, docking and mooring of vessels in violation of the requirements of the proposed ordinance are inconsistent with maintaining the area for municipal park and recreation purposes as required by the dedications granted to the City by the State. This includes related facilities such as the boardwalk and public transient docking (including T-dock) and future mooring facilities.

The current Ordinance 01-2008, only addresses overnight mooring at Riverfront Park. It provides that mooring of vessels at Riverfront Park between the hours of 5:00 am and 12:00 am is prohibited. Over time, and given the increased popularity of Riverfront Park, the City's and RDA's current Waterfront Master Plan, and the recent Charter Amendment by the citizens of Cocoa declaring the Riverfront Park a Special Scenic and Recreational Landmark of the City, the current ordinance is outdated and is insufficient to meet the current needs of the City and the growing recreational and tourism demands being experienced at Riverfront Park. Unless the City adopts more detailed regulations governing the use of Riverfront Park by vessels, the situation in Cocoa Riverfront Park could become even more unmanageable and have a detrimental effect on tourism and recreational opportunities at Riverfront Park.

There are several issues with the anchoring, docking and mooring that the current ordinance does not address that the proposed ordinance will address. Specifically, and by way of example, the proposed ordinance will:

- Provide tighter restrictions on the length of time boats can dock at designated locations. Day boaters are limited to a maximum 8 hours at designated docking locations. However, two exceptions are being created for Commuter Dinghies and ICW Cruiser Boats because these vessels pose unique circumstances requiring extended docking and anchoring privileges that will help promote additional tourism opportunities for certain boaters in the Cocoa Village. Particularly, there will be no time restrictions for Commuter Dinghies at their designated Dinghy Dock location only. Further, ICW Cruiser Boats may dock at the T-Dock for an extended period of no more than 48 hours or 4 times in a 30 day day period.

- Provide designated docking locations for day boaters, ICW Cruisers and Dinghy Boats. See attached aerial.

- Providing stricter enforcement of the anchoring, docking and mooring regulations by the Police Department and Code Enforcement and to declare vessels anchored, docked or moored in violation

of the ordinance to be unlawful and subject to penalties. Further, vessels in violation of the ordinance will also be subject to removal and impoundment. Additionally, a violation under the City's Code Enforcement Citation ordinance shall be subject to a Class I penalty of $100 for the first offense and a Class II penalty of $200 for each subsequent same offense, up to a Class IV penalty of $500 for each subsequent offense after the third violation. Habitual offenders of the same offense may be subject to suspension of anchoring, mooring and docking privileges by the City Manager. The City Manager's decision is subject to appeal to the Board of Adjustment in accordance with the existing administrative appeal procedure currently in the City Code.

• Prohibit the anchoring, docking or mooring of vessels that are deemed to be derelict or abandoned.

• Prohibit anchoring, docking or mooring of any vessel in any waterway or park which is in such deteriorated condition that it is liable to cause injury to persons or cause damage to other vessels or property.

• The ordinance also provides that any vessel anchored, docked, moored, occupied, or used in a manner contrary to the provisions of the ordinance deemed to be unlawful and a public nuisance, and the city may immediately commence lawful proceeding to abate the violation.

- During special events, the City Council or City Manager is authorized to temporarily suspend the anchoring, mooring, and docking privileges to the extent reasonably necessary to accommodate the special event and the public health, safety and welfare.

- The City Council should refer to the proposed ordinance for additional regulations which are expressly enumerated therein.

Additionally, the proposed ordinance recognizes that per the City Charter, Riverfront Park has been declared and designated a "Special Scenic and Recreational Landmark" by the citizens of Cocoa. As such, in accordance with the "will of the people" set forth in the City Charter, the proposed ordinance takes a much more comprehensive approach to protecting the public's interests in the Riverfront Park, including the area lying beneath the surface of the Indian River that is subject to two sovereign submerged leases granted to the City, and to ensure proper activities by vessels and persons within the park. The ordinance is limited in scope to the Riverfront Park only, which is legally defined in the ordinance to the area in which the City has been granted a possessory and/or controlling interest in the subject upland and sovereign submerged lands.

STRATEGIC PLAN CONNECTION:

Economic Development and Image are impacted by this ordinance.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

City Council approved the first reading of Ordinance 01-2016 at its January 12, 2016 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 01-2016 amending Sec. 14-11 of the City Code related to anchoring, mooring and docking of vessels at Cocoa Riverfront Park.

ORDINANCE NO. 01-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, REGULATING CERTAIN ACTIVITIES AT RIVERFRONT PARK INCLUDING THE AREA OF SUBMERGED LANDS DEDICTED TO THE CITY OF COCOA BY THE STATE OF FLORIDA FOR MUNICIPAL PARK AND RECREATIONAL PURPOSES; AMENDING SECTION 14-11 OF THE CITY CODE RELATED TO MOORING AND DOCKING OF VESSELS AT RIVERFRONT PARK; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND A RETROACTIVE EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII of the State constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, several sovereign submerged land areas adjacent to and near Cocoa Riverfront Park were dedicated to the City by the State of Florida Board of Trustees of the Internal Improvement Trust Fund (No. 25177, conveyed on February 1, 1971, and No. 25695, conveyed on November 4, 1976), which require the City to manage portions of the Indian River riverfront for municipal park and recreational purposes ("Dedications"); and

WHEREAS, the City Council finds that it is in the City's best interest to maintain the areas legally described in the Dedications for municipal park and recreational purposes for the betterment of the general public and that the docking, mooring and anchoring of vessels in violation of the requirements set forth in this Ordinance are inconsistent with maintaining the area for municipal park and recreational purposes; and

WHEREAS, the City of Cocoa is also the owner of the Cocoa Riverfront Park ("Park") and related waterfront facilities including the boardwalk and public transient boating facilities intended for day boaters ("Waterfront Facilities"); and

WHEREAS, pursuant to Article I, Section 1 of the City Charter, the City's eastern boundary of its territorial limits is located to the center line of the channel of the Indian River; and

WHEREAS, pursuant to Article III, Section 3(d) of the City of Cocoa Charter, the Park has been declared and designated by the citizens of Cocoa as a "Special Scenic and Recreational Landmark" of the City of Cocoa, and in furtherance of this designation, the City Council shall adopt and maintain adequate regulations to protect the scenic riverfront vistas and recreational amenities available to the public at the park; and

WHEREAS, the Dedications, Park and Waterfront Facilities are owned and managed by the City for the betterment of the overall public and citizens of Cocoa and are vital to the City's important governmental interests including, but not limited to, promoting the economic and general welfare of the City related to economic development, recreation and tourism; and

WHEREAS, the City Council finds that the City's economic goals and objectives are better served if the Dedications, Park and Waterfront Facilities are managed and maintained to optimize the general public's recreational use thereof and the City's image as a community that desires to attract and welcome visitors and tourists, including boaters that are known to cruise the Intracoastal Waterway; and

WHEREAS, the City Council also finds that there have been recent problems of vessels (including compromised local vessels) frequently using the area covered by the Dedications and the Waterfront Facilities for extended and unreasonable periods of time, and unreasonably preventing the use of said areas and the Waterfront Facilities by other members of the public including tourists and visitors, for their intended use,; and

WHEREAS, the aforesaid problem is adversely affecting the general public's use of the area covered by the Dedications and the Waterfront Facilities and the City's economic goals and objectives and the image that the City is attempting to create and maintain; and

WHEREAS, the City Council further finds that it is in the best interest of the citizens of the Cocoa and the public to maintain a time limit and other requirements related to vessels using the Waterfront Facilities so there is a reasonable opportunity for persons to have access to and enjoy the Waterfront Facilities; and

WHEREAS, the City Council also finds that it is in the best interests of the citizens of Cocoa and the public to regulate the areas covered by the Dedications and the Park to ensure the subject area is preserved for public recreational purposes and so that the greatest number of persons possible will be able to enjoy said areas and the Park consistent with the areas Special Scenic and Recreational Landmark status; and

WHEREAS, the City Council hereby finds that it is the public's best interests to ensure that the public's transient (i.e., frequent and short term opportunities/use) access to the Park and surrounding Cocoa Village Area from the Indian River by vessel must be maintained, and that the non-transient (i.e., long term or overnight use) anchoring, docking and mooring of vessels within the territory covered by the Dedications and on the Waterfront Facilities in violation of the time periods permitted by this Ordinance is contrary to the City's important government interests and hereby deemed a public nuisance that has an adverse and negative effect on the overall public's recreational use and enjoyment of the Cocoa Riverfront Park and the City's economic and tourism interests; and

WHEREAS, the City Council also deems that this Ordinance is in furtherance of the City's police powers and real property proprietary interests in the area covered by the Dedications, Park and Waterfront Facilities, and is necessary to additionally address legitimate

government concerns related to water and land pollution, navigational and recreational hazards, visual intrusions, and other kinds of public nuisances adverse to the general public health, safety and welfare; and

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

BE IT ORDAINED by the City Council of the City of Cocoa, Brevard County, Florida, as follows:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Amendment to Section 14-11 of the City Code.** Section 14-11 of the City Code is hereby amended to read as follows: (Underlined type denotes text additions and ~~strikeout~~ type denotes text deletions from the Code):

Sec. 14-11. – Riverfront Park – Special Scenic and Recreational Landmark; Docking and ~~Overnight~~ mooring at Riverfront Park.

Pursuant to the City Charter, Riverfront Park has been declared and designated a "Special Scenic and Recreational Landmark" by the citizens of Cocoa. In furtherance of this designation, this section is enacted to protect the public's interests in the Riverfront Park and to ensure proper activities by vessels and persons within the park. Further, this section is enacted to protect against potential damage to vessels anchoring or docking at Riverfront Park by managing the anchoring and docking privileges permitted by this section in an orderly manner for the betterment of the public. This section is also enacted to recognize that the docking areas at the Riverfront Park are intended to be a day dock, which is not for overnight, long term or permanent use by vessels. However, this section is also intended to recognize that the City may provide special docking opportunities for commuter dinghies and ICW Cruising Boats at a specially designated dinghy dock area(s) and T-Dock.

(a) For purposes of this section, the following words shall have the meaning ascribed as follows:

"Absentee Owner" means an owner of a vessel that owns a vessel that is anchored, moored, or docked at Riverfront Park for a length of time in violation of this section.

"Anchor" means the fixing or keeping of a vessel in one location, temporarily or permanently, by its self-carried anchor, which is set in the seabed and attached to the boat via an anchor line and/or chain. In common usage, when a vessel is held by its anchor, a vessel is considered anchored.

"Commuter Dinghy" means a dinghy as defined in this section and associated with a larger boat that is anchored in close proximity to Riverfront Park, and the dinghy is actually being used by the resident of the larger boat to commute to Riverfront Park. The intent and purpose of this definition is to identify a subcategory of dinghy users that will be afforded an extended time period for docking at the dinghy dock.

"Day Vessel" means any vessel temporarily anchored, docked, moored or occupied on a waterway within the park for a period not to exceed eight (8) consecutive hours. It is the intent and purpose of this definition, as applied in this section, to strictly prohibit the long term or overnight anchoring, mooring or docking of vessels at Riverfront Park unless an exception is expressly provided for ICW Cruising Boats or commuter dinghies, as those terms are defined in this subsection (a).

"Dinghy" means a small boat generally no greater than 12 feet in length, which is carried on or towed behind a larger boat as a tender. A dinghy has the characteristic of being capableof being docked together with other dinghies and capable of withstanding, without damage, contact with other dinghies while docked. Examples of dinghies include inflatable boats, row boats, canoes and other similar small boats. A dinghy can be propelled manually or mechanically.

"Dock" means to tie or berth a vessel to or at a dock. In common usage, when a vessel is tied to a dock, a vessel is docked.

"Houseboat" means any vessel, boat, watercraft or structure on or in any waterway, floating or non-floating, which is designed to be used without a permanent foundation and is designed or fitted out as a place of habitation or dwelling and is not principally used for transportation. This definition includes a houseboat and live-aboard vessel as defined in sections 327.02 (15) and (19), Florida Statutes, as amended.

"Intracoastal Waterway Cruising Boat ("ICW Cruising Boat") means a recreational vessel with bona fide sleeping quarters, toilet facilities and a galley which is typically used by persons who are traveling from place to place for pleasure.

"Moor" means the fixing or keeping of a vessel in one location, temporarily or permanently, by mooring, anchoring, grounding, or any other means. In common usage, when a vessel is secured to a mooring ball (float attached to a semi-permanent ground anchoring device), a vessel is moored.

"Occupy" means living, sleeping, residing, or cooking in a vessel.

"Riverfront Park" means the Cocoa Riverfront Park owned by or dedicated to the City and located within the Cocoa Village including, but not limited to, all upland portions of the park, boardwalks, T-dock, dock and mooring facilities, boat ramps, and sovereign submerged land areas within the Indian River conveyed and dedicated to the City by the State which are located adjacent and near the upland portions of the park (State of Florida Dedication No. 25177 and No. 25695). The two sovereign submerged land areas are legally described in the dedications and for reference purposes are generally depicted in **Exhibit "A"** attached to Ordinance No. 01-2016.

"Vessel" means any watercraft of any type or size used or capable of being used as a means of transportation on water, including but not limited to yachts, rafts, ferry boats, dinghies, but not including houseboats.

"Waterways" means the Indian River within the jurisdictional limits of the city of Cocoa.

(b) It shall be unlawful for any person to do any of the following at Riverfront Park:

(1) To anchor, dock or moor any vessel unless the vessel itself is a day vessel or a commuter dinghy docked pursuant to subsections (c) or an ICW Cruising Boat anchored or docked pursuant to subsection (c), or to know or have reason to know that you are an absentee owner under this section.

(2) To dock any vessel between the hours of 12:00 A.M. to 5:00 A.M., with the exception that this time restriction does not apply to commuter dinghies that are docked at a dinghy dock specially designated by the city manager pursuant to subsection (d) of this section or to an ICW Cruising Boat docked at a T-dock or anchored in accordance with subsection (c).

(3) To dock any vessel that is not a dinghy in any area that is specially designated and reserved as a dinghy dock by the city manager pursuant to subsection (d) of this section. The dinghy dock area shall be strictly limited to the docking of dinghies.

(4) To dock any dinghy in any area other than at a dinghy dock. The docking of dinghies shall be strictly limited to the dinghy dock area.

(5) To occupy any vessel or to accept money, goods or services in exchange for allowing others to occupy any vessel, except as provided for ICW Cruising Boats under subsection (c).

(6) To dock or moor any vessel unless the vessel is docked or moored at a specific location that has been designated by the City for docking or mooring purposes.

(7) To discharge or to allow the discharge of untreated sewage or hazardous substance into the waterway or park.

(8) To dump, place, deposit, discharge or throw garbage, or to allow garbage to enter into the waterway or park unless the garbage is disposed of within a public trash receptacle.

(9) To obstruct, or cause to be obstructed, the free use of the waterways by the public with any vessel.

(10) To anchor, moor or dock a vessel that is deemed derelict or abandoned in accordance with law.

(11) To fail to mark the position of any sunken, sinking, swamped or otherwise disabled vessel within the waterway.

(12) To construct or reconstruct a vessel, or conduct non-routine or major repairs to a vessel, on the waterway or within the park, unless authorized by the city manager for emergency purposes in order to remove the vessel from the park.

(13) To fail to securely and safely anchor, moor or dock a vessel, so that anchor, mooring or docking lines are of sufficient size and quality to secure the vessel against all anticipated conditions.

(14) To bring, anchor, dock or moor any vessel in any waterway or park which is in such badly deteriorated condition that it is liable to cause injury to persons, sink or damage other vessels or other property, or which may be a menace to navigation or a public nuisance, except in cases of extreme emergency, in which case the owner of the vessel will be liable for any injuries or damage caused by such vessel.

(15) To permit vessel and on-board generator motors to idle or run after the vessel has been docked in a manner that violates applicable noise regulations.

(16) To submerge, leave, place, locate any structure or other object within the waterway or park that would prohibit or impede the anchoring, docking or mooring of vessels or interfere with the right of the public to use the waterway or park for recreational and park purposes.

(17) To anchor, dock or moor any vessel that contains junk, litter, waste, construction or demolition debris, broken equipment, sludge, dirt, sand, hazardous materials, empty containers and buckets or other loose materials in substantial disrepair that is visible from Riverfront Park.

(18) To dock any open vessel such as a dinghy that contains equipment or other loose material that is not properly stowed and organized to avoid unnecessary visual clutter and nuisances.

(19) To violate any other applicable laws or regulations applicable to vessels which are effective within the territorial limits of the City.

(20) To anchor, moor or dock a vessel in violation of a habitual offender suspension issued by the city manager pursuant to subsection (h).

~~(a) Mooring vessels at Riverfront Park shall be prohibited except daily in designated mooring slips between the hours of 5:00 A.M. to 12:00 A.M.~~

~~(b) The city manager is hereby authorized to temporarily suspend the mooring of vessels in designated mooring slips in order to protect the public health, safety and welfare, to safeguard the Riverfront boardwalk, or to accommodate special events occurring at Riverfront Park.~~

(c) For purposes of this section, an ICW Cruising Boat shall be treated in the same manner as any other vessel, with the exception that ICW Cruising Boats shall be permitted to dock overnight at any T-dock or anchor at Riverfront Park for a period of time not to exceed two (2) consecutive nights or four (4) nights within a thirty (30) day time period, provided the City has designated the T-dock area for overnight docking with prominently marked and appropriate signage. In addition, while the ICW Cruising Boat is docked at the T-dock or anchored, the person(s) travelling in the ICW Cruising Boat may occupy the ICW Cruising Boat. ICW Cruising Boat's anchored in accordance with this subsection shall be anchored in a manner that does not unreasonably impede or interfere with boater access to the docks or T-dock.

(d) ***Establishment of Dinghy Dock; Dinghies; Commuter Dinghies.*** The city manager is hereby authorized and required to designate one or more docking areas which shall be reserved solely for the docking of dinghies. Such areas shall be commonly referred to as the "Dinghy Dock" and prominently marked with appropriate signage. For purposes of this section, dinghies shall be treated in the same manner as any other vessel, with the exception that all dinghies shall be required to dock at a dinghy dock area and commuter dinghies shall not be subject to the maximum eight consecutive hour time period for day boaters nor the 12:00 A.M. to 5:00 A.M. docking prohibition set forth in subsection (b)(2).

(~~c~~ e) The city manager shall place and maintain an appropriate number of signs along the riverfront and near the ~~mooring~~ docking slips or area which provide public notice of the authorized dock areas and restrictions set forth in this section~~, and no citation shall be effective unless such signs are in place~~.

(~~d~~ f) Any violation of this section shall constitute a code enforcement infraction and shall be subject to applicable penalties and remedies provided by law including, but not limited to, being a class I civil citation violation. For each day a violation of this section occurs or for separate violations that exist, a separate civil infraction is deemed to exist for each day and

separate violation. No provision herein shall be construed or interpreted as limiting the City's right to enforce this section, or to remedy a violation hereof, in accordance with any applicable law, or to enforce this section under its governmental and proprietary powers to regulate, control and manage the use of real property (to wit: Riverfront Park) under the ownership or control of the City.

(g) Any vessel anchored, moored, docked, occupied, maintained, or used in a manner contrary to the provisions of this section shall be deemed unlawful and a public nuisance, and the City may immediately commence any lawful action or proceeding to abate and enjoin a violation of this section as provided by any applicable law including, but not limited to, removing and impounding the vessel in violation of this section.

(h) Enforcement of this section shall rest with the chief of police and designated police officers and city code enforcement officers. Whenever necessary to make an inspection to enforce any of the provisions of this section, or whenever the police chief or designated police officer and city code enforcement officer has reasonable cause to believe that there exists in any vessel any condition or code violation which makes such vessel unsafe, dangerous or hazardous, the police chief or designated police officer or code enforcement officer may board and enter such vessel at all reasonable times to inspect the same, provided that he or she shall first present proper credentials to the owner or other person present and having charge or control of the vessel and request to board and enter. If entry is refused, the police chief or designated police officer or code enforcement officer shall have recourse to every remedy provided by law to secure entry. When the police chief or designated police officer or code enforcement officer shall have first obtained a proper inspection warrant or other remedy provided by law to secure boarding and entry, no owner or occupant, or any other persons having charge, care or control of any vessel, shall fail or neglect, after proper request is made as herein provided, to promptly permit boarding and entry therein by the director or his authorized representative for the purpose of inspection and examination. The enforcement provision set forth in this section shall be deemed supplemental and in addition to any other applicable provision of state law granting law and code enforcement officers the right to board and enter upon a vessel to enforce the provisions of applicable law. A violation of this section under the City's Code Enforcement Citation program (Ch. 6, Division 2, City Code) shall be subject to a Class I penalty of $100 for the first offense and a Class II penalty of $200 for each subsequent same offense (second through third violation), and Class IV penalty of $500 for each subsequent same offense greater than the third violation of the same offense. Any person who receives more than three code enforcement citations for the same violation of this section and who is found guilty (including adjudication withheld) or pleads no contest to said citations shall be deemed a habitual offender. Upon a habitual offender's fourth violation and each violation thereafter for the same offense, the city manager or the city manager's designee ("city manager") is hereby authorized to suspend the anchoring, mooring and docking privileges of the habitual offender for up to one (1) year. Written notice of the suspension shall be delivered by U.S. mail or hand delivery to the violator by the city manager. The notice shall state in detail the basis of the suspension and that the suspension is subject to review by the City's board of adjustment in the same manner provided for review of other administrative decisions pursuant to Article XVII, Section 1 of the City Code. Failure to timely seek review by the board of adjustment shall be deemed a waiver of the habitual offender's right to seek review of the city manager's decision and the city manager's decision shall be deemed final.

(i) During City sponsored, co-sponsored or authorized special events which have been duly permitted by the City at the Riverfront Park including, but not limited to, public music performances, festivals, and fireworks displays, the City Council or City Manager is authorized to temporarily suspend, by written public notice, the anchoring, mooring, and docking privileges or restrictions set forth in this section to the extent reasonably necessary to accommodate the special event and the public health, safety and welfare. The city manager is also authorized to temporarily suspend the docking of vessels in designated docking slips or areas in order to protect the public health, safety and welfare, or to safeguard the Riverfront boardwalk.

(j) The anchoring, mooring and docking restrictions set forth in this section shall not apply to vessels owned or operated by a governmental entity for law enforcement, firefighting, military or rescue purposes.

(k) The City Council or City Manager is authorized to temporarily reserve dock space for a particular special event which is dependent upon the availability of adequate dock space, provided such reservation is expressly granted by special event permit issued by the City. At the reasonable discretion of the City Council and City Manager, such reservation may temporarily modify the docking restrictions set forth in this section to the extent reasonably necessary to accommodate and support the particular permitted event.

(l) This section shall not be construed as regulating or restricting the anchoring, mooring, or docking of vessels outside the area of Riverfront Park.

Section 3. Conforming Amendment to Section 6-713 of the City Code. Section 6-713 of the City Code is hereby amended to read as follows: (Underlined type denotes text additions and ~~strikeout~~ type denotes text deletions from the Code):

Sec. 6-713. - Applicable codes and ordinances; class violation.

(a) All city codes and ordinances under the jurisdiction of the city's code enforcement board may be enforced by citation to the county court, except as prohibited by law and this article, and are assigned the violation classification enumerated below:

(1) Chapter 6, division 2, fire protection and prevention .....Class IV

(2) Chapters 3 (signs), 6 (buildings, construction and property regulations), and 12 (local business tax receipts) .....Class III

(3) Chapter 14, section 14-11, ~~overnight mooring at Riverfront Park~~ Riverfront Park – Special Scenic and Recreational Landmark; Docking and Overnight mooring at Riverfront Park..... Class I first offense, Class II for subsequent same offenses (second through third violation), and Class IV for each subsequent same offense greater than the third violation of the same offense.

(4) Any and all code provisions not specifically enumerated in this section .....Class I

(b) Conflict of penalties. In the event of a conflict between the civil penalties enumerated in this section and a civil penalty specifically enumerated elsewhere in this Code or other ordinances, the more stringent penalty shall apply.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. Incorporation Into Code. This Ordinance shall be incorporated into the City Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made. In addition, **Exhibit "A"** attached to this Ordinance shall be codified as part of Section 14-11 for reference purposes.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, this 12th day of April, 2016.

_____

HENRY U. PARRISH, Mayor

ATTEST:

_____

CARIE SHEALY, City Clerk

First Reading: _____
Legal Ad published: _____
Second Reading: _____

EXHIBIT "A"

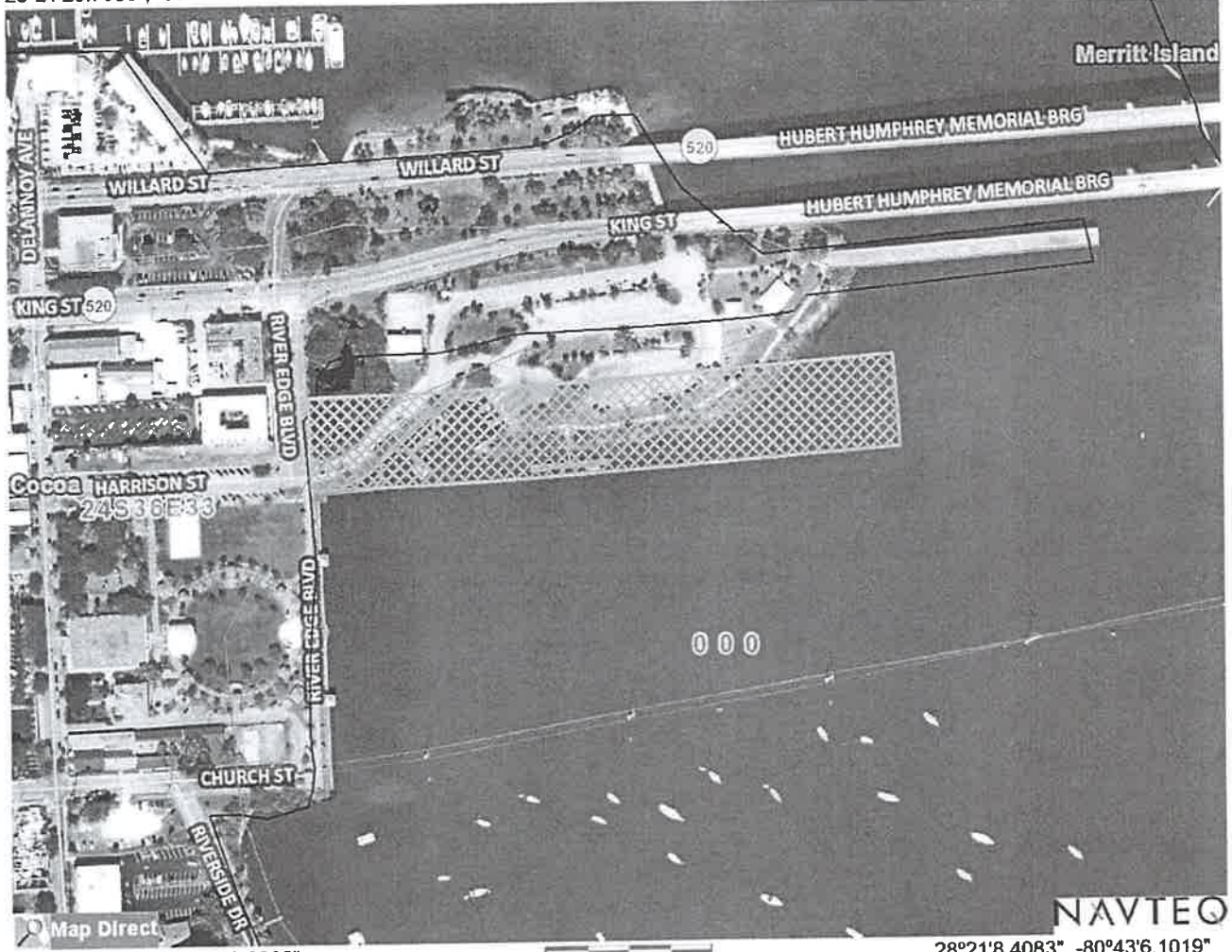
Depiction of sovereign submerged land area conveyed to

the City of Cocoa by the State of Florida

Dedications No. 25177 and No. 25695

Dedication 25177

28°21'26.7686", -80°43'31.7316" Scale 1:3,834 28°21'26.1558", -80°43'5.5656"



28°21'9.0211", -80°43'32.2666" 1 inch = 320 feet 28°21'8.4083", -80°43'6.1019"



Aerial Imagery 2011-2013

- TIGER 2010 Places
- Public Land Survey System 2006
- Florida Counties with Shoreline (areas)

Aerial Imagery Flight Dates 2011-2013

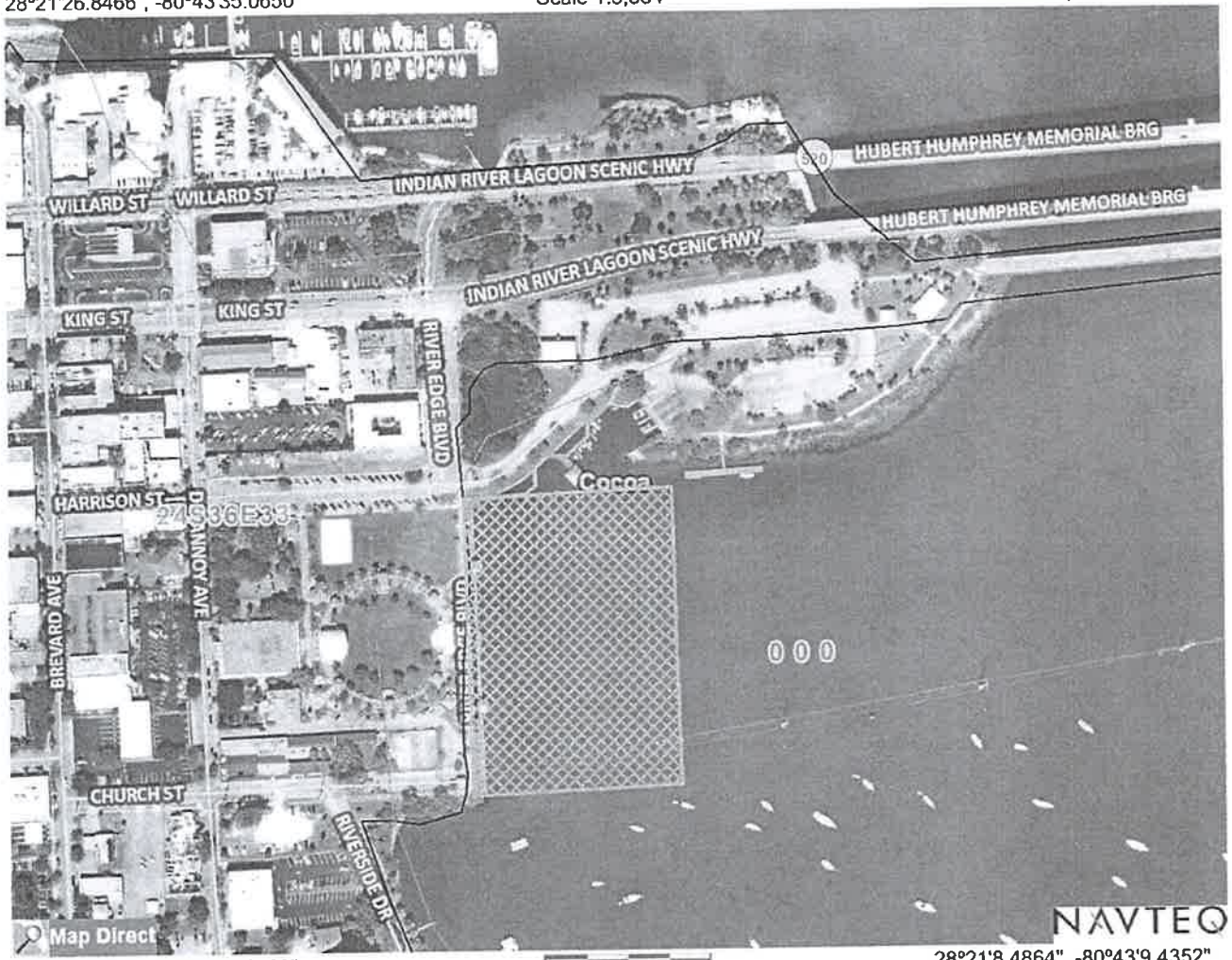
tabbies

EXHIBIT A

Florida Department of Environmental Protection Disclaimer: This map created in Map Direct on Fri, 10 Jul 2015 19:33:57 UTC is intended for display purposes only. It was created using data from different sources collected at different scales, with different levels of accuracy, and/or covering different periods of time. NAVTEQ road data is provided "AS IS" and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement YOU SHOULD THEREFORE VERIFY ANY INFORMATION OBTAINED FROM THE SITE BEFORE ACTING ON IT.

Dedication 25695

28°21'26.8466", -80°43'35.0650" Scale 1:3,834 28°21'26.2339", -80°43'8.8991"



28°21'9.0991", -80°43'35.6000" 1 inch = 320 feet 28°21'8.4864", -80°43'9.4352"



Aerial Imagery 2011-2013

TIGER 2010 Places

Public Land Survey System 2006

Florida Counties with Shoreline (areas)

Aerial Imagery Flight Dates 2011-2013

Florida Department of Environmental Protection Disclaimer: This map created in Map Direct on Fri, 10 Jul 2015 19:38:44 UTC is intended for display purposes only. It was created using data from different sources collected at different scales, with different levels of accuracy, and/or covering different periods of time. NAVTEQ road data is provided "AS IS" and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement. YOU SHOULD THEREFORE VERIFY ANY INFORMATION OBTAINED FROM THE SITE BEFORE ACTING ON IT.

Docking Locations



*No docking at Day Docks between the hours of 12:00 am and 5:00 am
*Day docks are restricted to a maximum 8 hour time limitation
*T-Dock is restricted to a maximum 48 hour time limitation
*No time restriction at Dinghy Dock

Legislation Details (With Text)

File #:	16-90	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	3/7/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	To approve a resolution naming specific structures or parks within the City of Cocoa. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	File 16-90 Resolution 2016-29.pdf Riverfront Park.pdf Fern and Prospect Park.pdf Cocoa Manor Park.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 7, 2016
Agenda Date: April 12, 2016
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr. AICP, City Manager
Requested Action:
To approve a resolution naming specific structures or parks within the City of Cocoa.

BACKGROUND:

City Council requested an inventory of parks and or facilities that are available to be named after residents or civic groups that have contributed historically, socially or economically toward the advancement of the City of Cocoa community.

City of Cocoa Code of Ordinances Chapter 2, Article 1, Section 2-9 establishes the method and procedure for naming certain city buildings, streets and parks. The authority to name city buildings, parks and streets is solely vested in the City Council and recommendations may come forth by the following means.

- The City Council
- The City Manager may make a recommendation to the City Council based on the City Manager's own initiative
- Any person or entity wishing to assist the City Council in determining the name of a city building, park or street shall submit an assistance petition to the City Manager for evaluation and a recommendation by the City Manager

Naming Guidelines:

1. Recognized geographic names
2. Natural historic features
3. Significant historic contributions to the city, State of Florida, or United States
4. Significant material or financial contributions to the city
5. Persons of historic service to the city
6. Persons of outstanding civic service to the city
7. Documented community support for the name

Requests have been received from the members of the City Council as well as recommendations from the City Manager and are as follows

City Council

- Riverfront Park covered walkway pavilion- **Dedicated to Mildred Williams**
  Former Councilwoman Mildred Williams, was an involved citizen advocate for the City for more than thirty years, having served as a member of the City Council from 1977 to 1983, the Beautification Advisory Board from 1993 to 2008, and the Board of Adjustment from 2009 through 2014.

- Riverfront Park covered walkway pavilion- **Dedicated to the Monroe High School Principals**
  Benjamin A. Morse, James R. Greene and Dave P. Johnson, former principals of Monroe High School (constructed in 1954, the first all-black segregated high school in Brevard County), made significant contributions to the community by providing a quality education at the time of the civil rights movement, and, during their respective tenures, advanced the academic curriculum of the school as well as recruited a qualified base of teachers who all held degrees specific to the field they taught.

- Fern and Prospect Park Grounds- **"Gilmore Grounds" Larry and Domita Gilmore**
  Larry Gilmore, a citizen advocate, has contributed to the City as a member of the Citizens Advisory Board from 2002 to 2005, through participation in the City of Cocoa's Voluntary Adopt a Road Program by maintaining litter collection along City of Cocoa Resolution Page 2 of 3 Fern Avenue, and, living in close proximity to Fern and Prospect Park, by consistently keeping a watchful eye over the park and neighborhood.

City Manager Recommendation

- **Cocoa Manor Park- "Autumn's Place"**
  David Lightholder is a local businessman, in addition to contributing to the City and community by making numerous improvements and providing continued maintenance to the Cocoa Manor Park, currently serves as a member of the City's Code Enforcement Board, and, generally serves the community as President of Cocoa Community First, personally being responsible for creating a Cocoa Community First thrift store which provides programmatic support for citizens and children of the City of Cocoa.

STRATEGIC PLAN CONNECTION:

Image and Civic Engagement - the naming of parks/facilities would promote civic engagement and civic pride if named for iconic contributory residents or civic groups.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

To approve the resolution naming specific structures and parks within the City of Cocoa.

RESOLUTION NO. 2016 - 29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; OFFICIALLY RENAMING COCOA MANOR PARK; DEDICATING TWO COVERED WALKWAYS AT COCOA RIVERFRONT PARK; NAMING THE GROUNDS AT FERN AND PROSPECT PARK; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, based on its own initiative, desired to identify City parks, and facilities therein, to be named in accordance with the City Code, or otherwise dedicated, and requested that an inventory of such City parks and facilities therein be provided by City staff; and

WHEREAS, Section 2-9 of the City Code establishes a uniform method and procedure with respect to naming City buildings, parks and streets; and

WHEREAS, the authority to name City buildings, parks and streets is vested solely in the City Council and the naming of City buildings, parks and streets shall be determined in the sole and absolute discretion of the City Council; and

WHEREAS, the City Council carefully considered contributions to the City and local community by certain longstanding City residents, and, by applying delineated naming attributes and factors provided by the City Code, determined that certain City park facilities will be named or dedicated in honor of such residents, who shall be given preference due to their accomplishments and relevancy to the City and whose names thus lend dignity to parks, or park facilities, named in their honor; and

WHEREAS, Mildred Williams, a former Councilwoman, was an involved citizen advocate for the City for more than thirty years, having served as a member of the City Council from 1977 to 1983, the Beautification Advisory Board from 1993 to 2008, and the Board of Adjustment from 2009 through 2014; and

WHEREAS, Benjamin A. Morse, James R. Greene and Dave P. Johnson, former principals of Monroe High School (constructed in 1954, the first all-black segregated high school in Brevard County), made significant contributions to the community by providing a quality education at the time of the civil rights movement, and, during their respective tenures, advanced the academic curriculum of the school as well as recruited a qualified base of teachers who all held degrees specific to the field they taught; and

WHEREAS, Larry Gilmore, a citizen advocate, has contributed to the City as a member of the Citizens Advisory Board from 2002 to 2005, through participation in the City of Cocoa's Voluntary Adopt a Road Program by maintaining litter collection along

Fern Avenue, and, living in close proximity to Fern and Prospect Park, by consistently keeping a watchful eye over the park and neighborhood; and

WHEREAS, citizen advocate David Lightholder, a local businessman, in addition to contributing to the City and community by making innumerous improvements and providing continued maintenance to the Cocoa Manor Park, currently serves as a member of the City's Code Enforcement Board, and, generally serves the community as President of Cocoa Community First, personally being responsible for creating a Cocoa Community First thrift store which provides programmatic support for citizens and children of the City of Cocoa; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa, in accordance with the procedures provided for by the City Code, to name the City parks and facilities provided for herein in honor of those identified community members who have demonstrated outstanding civic or historic service to the City.

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

SECTION 1. Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Naming of City parks and dedication of park facilities. The below City parks and facilities shall be named for or dedicated to the identified community members, based upon their service and accomplishments relating to the City, as follows:

(A). The southeast covered walkway gondola at Riverfront Park shall be dedicated to Former Councilwoman Mildred Williams. (A map more particularly identifying the location is attached hereto as Exhibit "A");

(B). The northeast covered walkway gondola at Riverfront Park shall be dedicated to Former Monroe High School Principals Benjamin A. Morse, James R. Greene and Dave P. Johnson. (A map more particularly identifying the location is attached hereto as Exhibit "A");

(C). The grounds at Fern and Prospect Park shall be named the "Gilmore Grounds" in honor of Citizen Advocate Larry Gilmore. (A map more particularly identifying the location is attached hereto as Exhibit "B").

(D). The name of Cocoa Manor Park shall be changed to "Autumn's Place", in honor of Citizen Advocate David Lightholder, as a tribute to the late child of the wife of David Lightholder. (A map more particularly identifying the location is attached hereto as Exhibit "C").

SECTION 3. Plaques. The City Manager is hereby authorized to order and erect plaques relating to the naming and dedications as provided for herein.

SECTION 4. Repeal. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 6. Effective Date. 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, 2016.

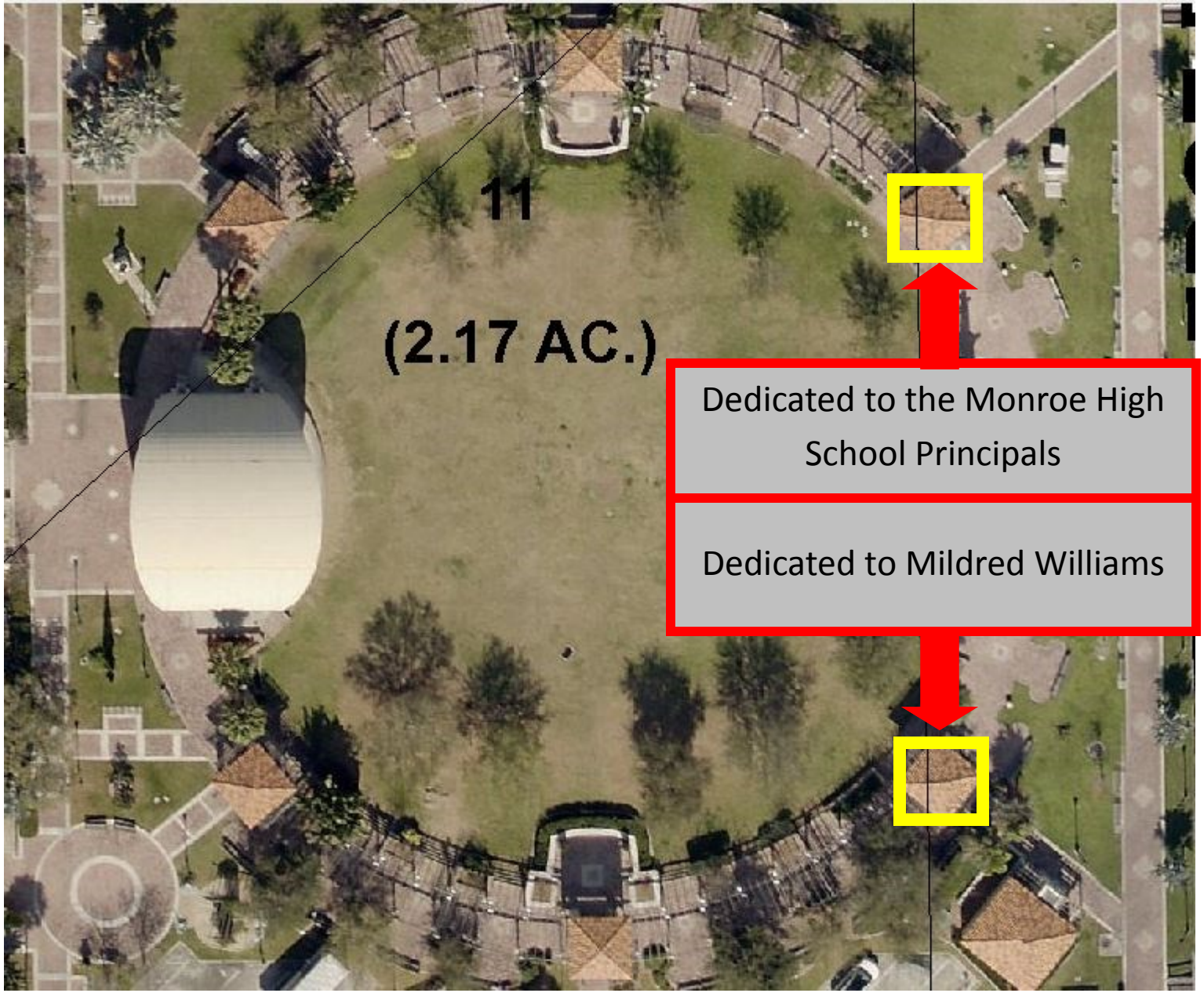
_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

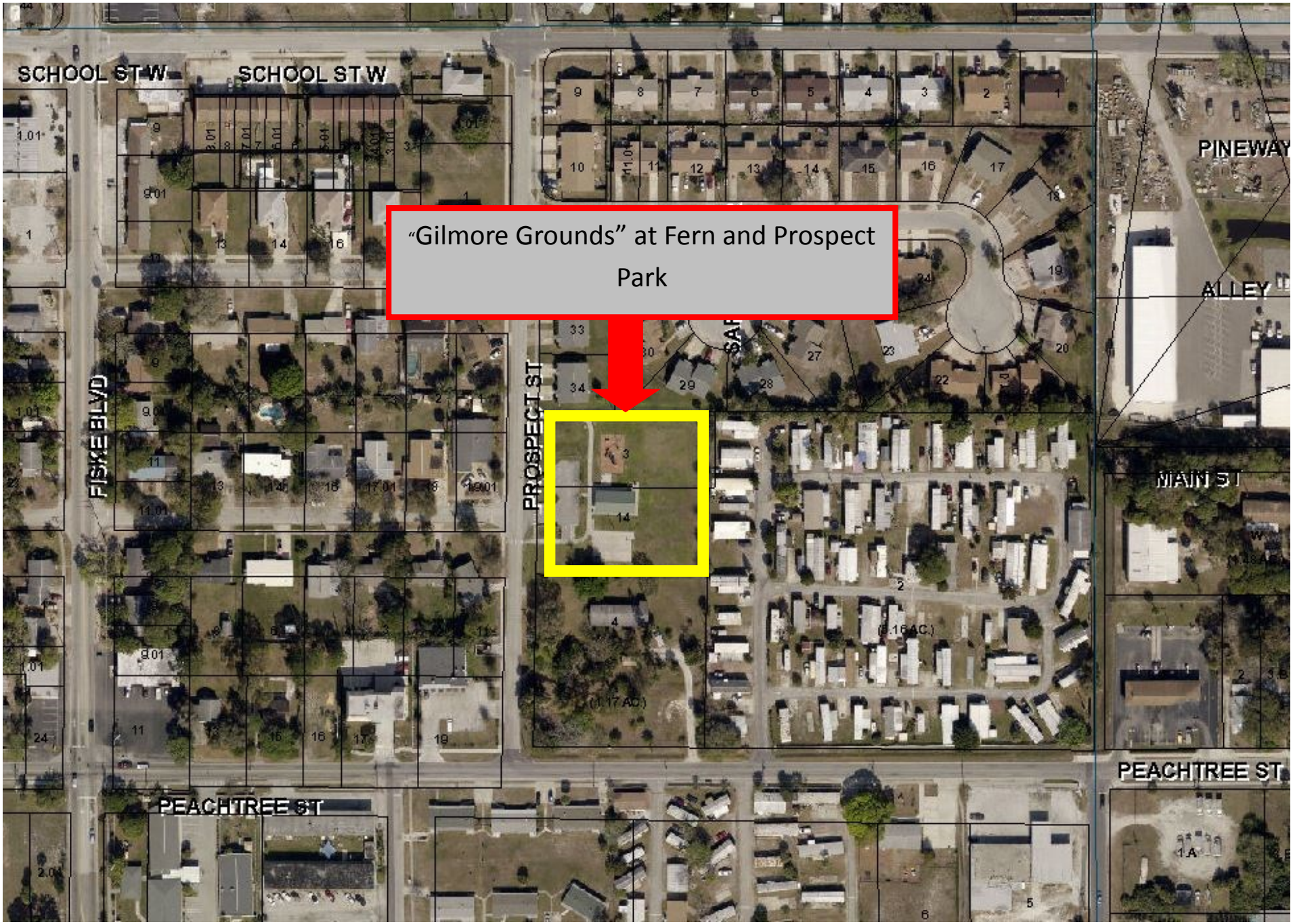
Riverfront Park 401 Riveredge Blvd, Cocoa, FL 32922

Exhibit "A"



104 Prospect Ave. Cocoa, FL 32922

Exhibit "B"



Cocoa Manor Park- 201 Coquina Dr. Cocoa, FL 32922

Exhibit "C"



Legislation Details (With Text)

File #:	16-124	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	3/28/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	Approve the requested June 18, 2016 street closure in association with the proposed Juneteenth Special Event. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	road closures 2016.pdf Juneteenth Road Closure.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 30, 2016
Agenda Date: April 12, 2016
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the requested June 18, 2016 street closure in association with the proposed Juneteenth Special Event

BACKGROUND:

The Alliance for Neighborhood Restoration conducts the Annual Juneteenth Arts and Cultural Festival in the City of Cocoa. This event does not take place in the CBD. It will not be counted towards the twenty-four days allowable for street closures.

Alliance for Neighborhood Restoration "Juneteenth Arts and Cultural Festival
Pineapple Avenue: Between SR 520 and Barbara Jenkins
Stone Street: Between Fiske and Mango
Temple Street: Between Pineapple and Mango

Closure: 7:00am-7:00pm

This road closure is not located within the Central Business District and therefore does not count towards the maximum permitted Cocoa Village street closures.

STRATEGIC PLAN CONNECTION:

The approval of the road closures will help to enhance the image of Cocoa as an inviting destination for Visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

This event road closure has been approved for the past four years.

RECOMMENDED MOTION:

Approve the requested June 18, 2016 street closure in association with the proposed Juneteenth Special Event.

Date	Event	Expected Attendance	Location	Time	Street Closures	Council Approval
1/29/2011	HCVA Classic Car Show	200	Cocoa Village	2-8pm	Brevard from Harrison to Church, Delannoy From Church to Harrison and Harrison from Delannoy to Brevard.	1/11/2011
2/25-2/27/11	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Ordinance
3/5-3/6/11	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
4/3/2011	FIT for L.I.F.E. - Overland Missions	300	Riverfront Park	5:30-8pm	Church from Riverfront Park to Riverside Dr. and Riverside Dr. into Rockledge	2/22/2011
4/30/2011	Relay for Life - American Cancer Society	300-500	Riverfront Park	2pm-9am	Harrison from Riveredge to Delannoy	7/13/2010
5/21-5/22/11	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
6/10-6/11/11	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	10am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	1/11/2011
7/4/2011	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	Ordinance
9/17/2011	HCVA Classic Car Show and Sidewalk Sale	500	Cocoa Village	11am-6pm	Brevard from Harrison to Church, Delannoy From Church to Harrison and Harrison from Delannoy to Brevard.	8/9/2011
10/8/11 moved to 10/22/11	Oktoberfest - Brevard Productions, Inc.	3,500	Cocoa Village	5pm-12:30am	Brevard Ave. from Oleander to Orange, Harrison from Brevard to Delannoy on Saturday from 3pm-12:30am	4/12/2011
10/15-10/16/11	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
10/22/2011	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	9/13/2011
10/28/2011	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	4/12/2011
10/29-10/30/11	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	6am-6pm	Delannoy & Harrison	9/13/2011
10/30/2011	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	8/9/2011
11/27/2011	Space Coast Marathon - Running Zone Foundation	3,500	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	7/26/2011
12/3-12/4/11	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
12/17/2011	YMCA - Candy Cane Run	150	YMCA area	8am-10am	Rosentine, Range, Michigan, Clearlake	12/13/2011

=City sponsored function

	Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval
1	1/16/2012	Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	12/13/2011
2	2/24-2/26/12	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Ordinance
3	3/3-3/4/12	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
4	3/17/2012	Spring Praise Fest - Riverside Presbyterian	5,000	Riverfront Park	10am-10pm	Porcher House Loop	7/26/2011
5	3/25/2012	Gran Fondo Brevard - Infinity Racing Organization	300	Riverfront Park	7am-7:30am	Delannoy Ave. from Church St. to SR 520 and Harrison from Riveredge to Delannoy Ave.	
6	4/21/2012	HCVA - Car Show and Antiques Walk	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/10/2012
7	4/22/2012	FIT for L.I.F.E. - Overland Missions	500	Riverfront Park	5:30-7:30pm	Church from Riverfront Park to Riverside Dr. and Riverside Dr. into Rockledge	8/9/2011
8	4/28-29/2012	Relay for Life - American Cancer Society	300-500	Riverfront Park	11pm-5am	Harrison from Riveredge to Delannoy	1/10/2012
9	5/19-5/20/12	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
10	6/8-6/9/12	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	7am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	7/26/2011
11	6/16/2012	2012 Juneteenth Festival	500	Valencia & Mango	10am-6pm	Valencia Ave & Mango Ave from Stone St. to Barbara Jenkins St., Stone St. from Fiske to Mango, Pineapple from Stone to Barbara Jenkins	4/10/2012
12	7/4/2012	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	Ordinance
13		Grand Re-opening of the Cocoa Village Playhouse	600	Cocoa Village	2-8pm	Brevard Ave. from Oleander to Harrison	6/12/2012
14	9/22/2012	HCVA - Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/10/2012
15	10/13/2012	Cocoa Village Oktoberfest - Cocoa Village Bar & Restaurant Association	5,000	Cocoa Village	3pm-12:30am	Brevard Ave. from Oleander to Orange, Harrison from Brevard to Delannoy	1/10/2012
16	10/20-10/21/12	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
17	10/26/2012	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	1/10/2012
18	10/28/2012	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:30-8:30am	Delannoy & Harrison	1/10/2012
19	10/28/2012	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	1/10/2012
20	11/3/2012	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	1/10/2012
21	11/25/2012	Space Coast Marathon - Running Zone Foundation	4,000	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	1/10/2012
22	12/1-12/2/12	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
23	12/15/2012	YMCA - Candy Cane Run	150	YMCA area	8am-10am	Rosentine, Range, Michigan, Clearlake	1/10/2012

=City sponsored function

	Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval
1	1/21/2013	Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	1/8/2013
2	2/9/2013	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	ordinance
3	3/2-3/3/13	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
4	4/20/2013	HCVA - Car Show and Antiques Walk	500	Cocoa Village	12-7pm	Brevard, Delannoy, Harrison	1/8/2013
5	4/27-4/28/13	Relay for Life - American Cancer Society	300-500	Riverfront Park	11pm-5am	Harrison from Riveredge to Delannoy	1/8/2013
6	5/18-5/19/13	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
7	5/18/2013	Seaside Scurry 3k run/walk	150	Cocoa Village	7:30-8:30am	Riverside, Oak, Derby, Rosa L Jones, John Garren, Hughlett, Stone, Brevard Ct., Orange, Church	4/23/2013
8	5/25/2013	Miracle 5k Run	500	Cocoa Village/Riverfront Park	7:30-10am	Delannoy, Derby, Brevard, Oak, Riverside, Harrison	4/9/2013
9	6/7-6/8/13	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	7am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	1/8/2013
10	6/15/2013	2012 Juneteenth Festival	500	Valencia & Mango	9:30am-6pm	Valencia Ave & Mango Ave from Stone St. to Barbara Jenkins St., Stone St. from Fiske to Mango, Pineapple from Stone to Barbara Jenkins; Fiske from Dixon to Barbara Jenkins.	1/8/2013
11	7/4/2013	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	ordinance
12	9/14/2013	Central Florida Music Festival	2,500	Cocoa Village and Riverfront Park	5pm-12am	Brevard from Oleander to Church, Church from Brevard to Delannoy, Delannoy From Church to Harrison, Harrison from Riveredge to Brevard.	
13	9/21/2013	Anniversary for Jesus March/Community Fellowship Church	50	Fiske Blvd.	10am-10:30am	Fiske from Dixon to Provost Park	
14	9/21/2013	HCVA - Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/8/2013
15	10/5/2013	Cocoa Village Oktoberfest - Cocoa Village Bar & Restaurant Association	5,000	Riverfront Park	3pm-12:30am	Harrison Street from Riveredge to Delannoy	1/8/2013
16	10/19-10/20/13	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
17	10/25/2013	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	1/8/2013
18	10/27/2013	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:30-8:30am	Delannoy & Harrison	1/8/2013
	10/27/2013	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	1/8/2013
19	11/2/2013	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	1/8/2013
20	12/1/2013	Space Coast Marathon - Running Zone Foundation	4,000	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	1/8/2013
21	12/7-12/8/13	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
22							

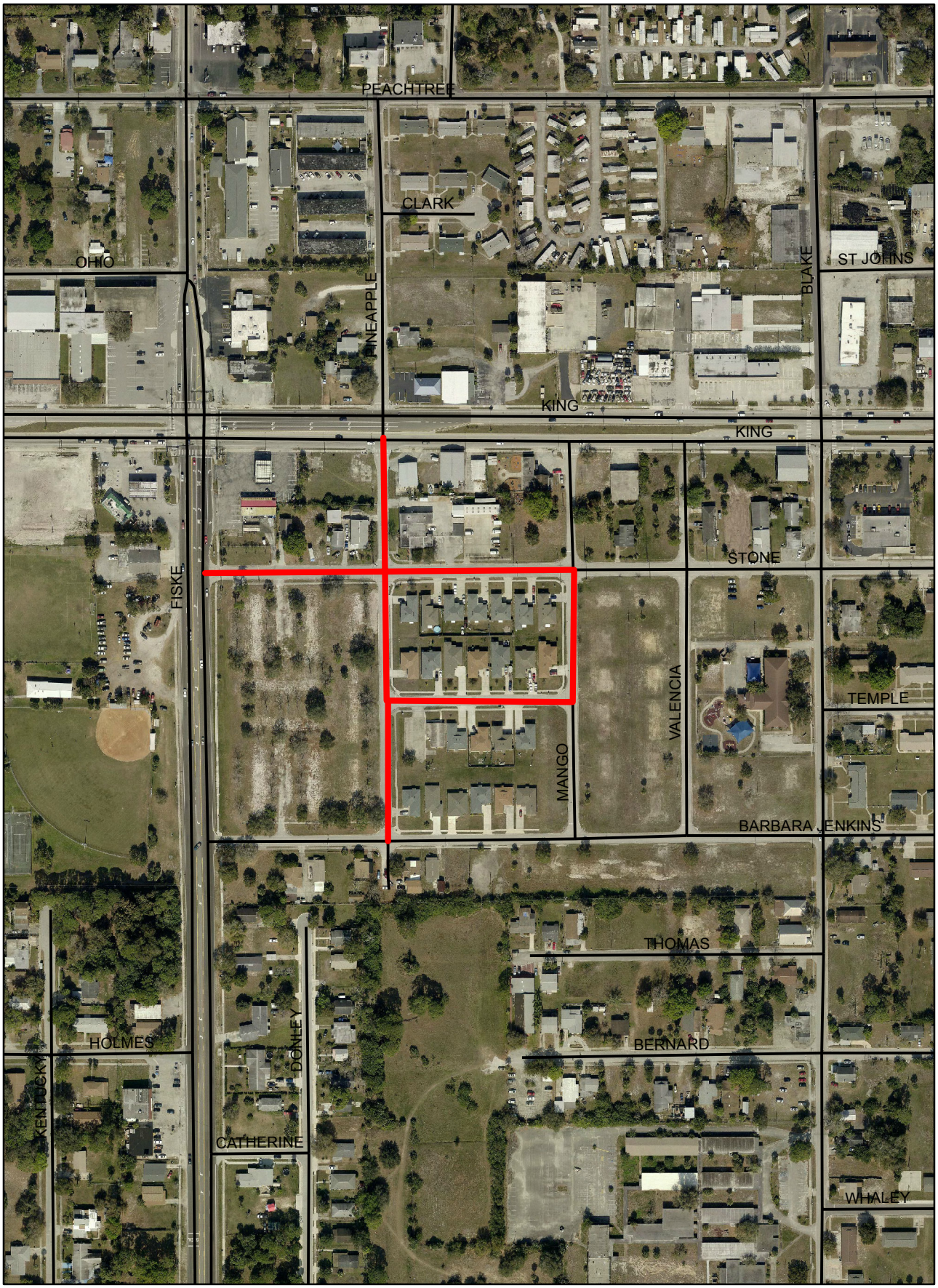
=City sponsored function

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
1/18/2016	Parade: Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	City Manager Approval Per Sec. 2-403 Article XI Special Events and Parades	0.00
2/20/2016	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Council approval on 10/4/2015	1.00
3/5/2016	St. Marks Episopal Academy Lions on the Run 5K	100	St. Marks Academy	7am-12pm	Riverside Dr., Oak Street, Brevard Ave, John Garren Ln, Factory st. Brevard Ave, Delannoy Ave, Church	Approved 2/23/2016	0.50
3/5-3/6/2016	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave from King St to Factory St, Oleander St from Brevard to Municipal Parking, Orange Ave from Brevard Place, Church St from Brevard to Delannoy Ave, Delannooy Ave from Church to Harrison St Harrison St. from Brevard to Park washrooms.	Approved 2/23/2016	2.00
4/1/2016	Village Idiot 5K Village Lost Their Idiot	500	Cocoa Vilalge	6:30pm-10:00pm	Church Street: Between Riverfront Park and Riverside Drive. Riverside Drive: Between Church Street and Oak Street. Oak Street: Between Riverside Drive and Brevard Avenue Brevard Avenue: Between Oak Street and Harrison Street.Harrison Street: Between Brevard Avenue and Riveredge Boulevard		1.00
4/16/2016	HCVA - Car Show	500	Cocoa Village	10am-5pm	HCVA Car Show, Saturday, April 16, 2016 –Requesting from 10:00 am – 5:00 pm. Brevard Ave.: Between SR 520 and Church St. Harrison St.: Between Delannoy Ave. and Brevard Ave. Oleander St.: Between Brevard Ave. to public restrooms.		1.00
05/14-05/15 2016	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between SR520 and Factory St. Oleander St.: Between Brevard up to the Municipal Parking Harrison: Between Riveredge and Brevard Church St.: Between Brevard and Delannoy Delannoy St.: Between Church and Harrison.		2.00

5/22/2016	Cocoa Village Triathlon Multi Race	300	Cocoa, Cocoa Village, Rockledge, Brevard County	7am-9am	Multi Race Bike Course: Harrison Street: Between Riveredge and Brevard Ave. Delannoy Street: Between Harrison and 520 SR 520 crossing at Delannoy and Brevard: Cocoa PD will be positioned on all four corners of 520.The bike segment will commence north on Indian River Drive to Black's Road to the course turn around. Multi Race Run Course: Church Street: Between Brevard and Delannoy and Riverside Dr. The run segment of the race will commence south on Riverside Drive through Rockledge to the turnaround point at Barton Avenue in Rockledge and return on the same route.		0.50
6/18/2016	Juneteenth l Arts and Cultural Festival	1,000	City of Cocoa Neighborhood	7am-7pm	Pineapple Avenue: Between SR 520 and Barbara Jenkins, Stone Street: Between Fiske and Mango, Temple Street: Between Pineapple and Mango		1.00
7/4/2016	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy		**
9/17/2016	HCVA Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard Ave., Church St., Harrsion St., Oleander St.		1.00
10/15-10/16/2016	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between King and Orange Ave, Oleander St.: Between Brevard up to the Municipal Parking Delannoy Ave: Between Church and Harrison Harrison St.: Between Delannoy Ave and Brevard Ave.		2.00
10/28/2016	CMS Run for Your Lives Zombie Fun Run	500	Cocoa Village	Harrison Street between Delannoy and Riveredge 3:00pm-10:00pm. Course closure 6:30-8:30	Church Street: Between Riverfront Park and Riverside Drive Riverside Drive: Between Church Street and Oak Street Oak Street: Between Riverside Drive and Brevard Avenue Brevard Avenue: Between Oak Street and Harrison Street Harrison Street: Between Brevard Avenue and Riveredge Boulevard		1.00
10/30/2016	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Harrison Street: Riveredge to Brevard Ave., Brevard Ave to Church Street, Church Street to Delannoy Street, Delannoy to Harrison		**
11/5/2016	FEDS Step up for Down Syndrome	500	Riverfront Park	7am-10am	Riverside and Church		0.50
11/27/2016	Space Coast Marathon - Running Zone Foundation	5,000	Riverfront Park	6am-11am	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside		0.50

12/3-12/4/2016	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between King and Orange Ave, Oleander St.: Between Brevard up to the Municipal Parking Delannoy Ave: Between Church and Harrison Harrison St.: Between Delannoy Ave and Brevard Ave.		2.00
12/10/2016	Cocoa/Rockledge Holiday Parade and Tree Lighting	500	Rockledge/Cocoa Village	4pm-9pm	Florida Ave., Brevard Ave., Maryland St., Delannoy Ave., Harrsion St., Riveredge Blvd		**
	**City sponsored function					Total	16.00

JUNETEENTH STREET CLOSURE



Legislation Details (With Text)

File #:	16-130	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	3/29/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	The owner, Imran Qureshi is requesting the lien be forgiven for the property located at 1201 Tulip Ln. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-211.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2016
Agenda Date: April 12, 2016
Prepared By: Chris Counsellor, Code Enforcement Supervisor
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
The owner, Imran Qureshi is requesting the lien be forgiven for the property located at 1201 Tulip Ln.

BACKGROUND:

The Code Enforcement Board held a public hearing on June 16, 2011, at which time the Board found the owner, Michael J. Arab, in violation of the following:

Section 6-1003(b), Protective Treatment

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective July 17, 2011. The lien ran at $100 per day from July 17, 2011 until compliance was achieved on August 1, 2015. The lien is $147,600 and the current owner, Imran Qureshi, is requesting that the lien be forgiven, due to the fact that the violations were imposed against the previous owner and he was not aware of the liens at the time he purchased the property.

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; No Imran Qureshi acquired title to the property on January 27, 2016.

- How many (if any) previous code enforcement cases were on the property; There

have been 2 previous cases on this property, both have complied.

- How many (if any) previous or current code enforcement cases on other property owned by the same owner; None.
- The number of violations related to the subject lien; 1 violation.
- The length of time the code enforcement lien ran before the violation was brought into compliance; The lien ran for 1,476 days and the total amount of the lien is $147,600.
- The current market value of the subject property; The current market value is $55,480 according the Brevard County Property Appraiser.

Based on the above factors, staff recommended the lien be reduced to $500.

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

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on March 17, 2016, recommended by a 6 - 1vote, that the lien be reduced to $500.

RECOMMENDED MOTION:

Follow the recommendation of the Code Enforcement Board to reduce the lien to $500.

Application # **CE** - 11 - 211

Serving the Community

LIEN REDUCTION OR FORGIVENESS APPLICATION

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

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

This application must be completed entirely, and only after it is deemed to be completed in such a manner will it 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
FEB 18 2016
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 02-18-2016

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

Company (if applicable): _____

Name: IMRAN QURESHI

Mailing Address: 1207 ROSECRANS AVE

City: FULLERTON State: CA Zip Code: 92833

Phone #: 714-206-6343 Fax #: _____

Mobile #: 714-206-6343 E-mail: QURESHIQR2006@yahoo.com

3. **Property Owner Information:** ** Check here if same as Applicant* → ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

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

Street Address and Location: 1201 TULIP LANE, COCOA FL 32922

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

24-36-29-01-154□□.□-□□□□.□□

□□-□□-□□-□□-□□□□□.□-□□□□.□□

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

□□□□□□□ □□□□□□□

Existing Use(s) on Property: Residential.

Nature of Violation: Section. 6-1003 (Protective treatment) Exterior

Date Fine or Lien Imposed: 08-18-2011. Amount of Fine: $100.00 per day

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

Date upon which the subject property was brought into compliance: 08.01-15

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

Code enforcement case number: 11-00000211

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

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

The factual basis upon which the application for reduction or forgiveness of the lien should be granted:
I am the new owner of the property. I purchased this property on 01-27-2016, and was unware of any lien/Fines against the property. Since that time I have made all the corrections, going above and beyond that was required.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
Not sure (it was previous owner).

Amount you are requesting that the lien be reduced by or forgiven: Ø

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:
I purchased this property without any knowledge of liens / Fines.
I am trying to improve the neighborhood by making more improvements than required by city.

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:

None.

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 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 Development Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien.

   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 deadline.** The application filing deadline is on the third Friday of each month at 5:00 pm for public hearings that are held in the following month.

8. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division prior to the established filing deadline for the public hearing before the Code Enforcement Board. Call (321) 433-8508 for an appointment to submit an application in order to perform a sufficiency review.

Public hearing process information – please read this!

9. **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.

10. **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.

11. **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.

12. **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.

13. **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. A minimum of three (3) copies 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.

14. **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.

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

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

17. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, IMRAN QURESHI 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 Code Enforcement 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.

(APPLICANT SIGNATURE)

Joy Lombardi
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced CA Driver's License

NOTARY PUBLIC STATE OF FLORIDA
JOY LOMBARDI
MY COMMISSION # FF 245886
EXPIRES: August 3, 2019
Bonded Thru Budget Notary Services

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 18 day of February, 20 16

FOR OFFICE USE ONLY

Fee of $ 20.00 in cash ☐ or check ☑ (No. 149) payable to the "City of Cocoa".

Receipt Number: 293891

Date: 2/18/16

Signature from Code Enforcement Division:

Code Enforcement Public Hearing Date: 3/17/16

Code Enforcement Public Hearing Time: 6:00 p.m.

Location for Public Hearing: City of Cocoa City Hall Council Chambers.
65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	16-131	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	3/29/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	The owner, Imran Qureshi is requesting the lien be forgiven for the property located at 1201 Tulip Ln. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2016
Agenda Date: April 12, 2016
Prepared By: Chris Counsellor, Code Enforcement Supervisor
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
The owner, Imran Qureshi is requesting the lien be forgiven for the property located at 1201 Tulip Ln.

BACKGROUND:

The Code Enforcement Board held a public hearing on June 18, 2015, at which time the Board found the owner, Michael J. Arab, in violation of the following:

Section 6-900(b)(5), Boarded Up Buildings
Section 6-1003(b), Protective Treatment
Section 6-1003(g), Roofs & Drainage

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective July 15, 2015. The lien ran at $250 per day from July 15, 2015 until compliance was achieved on November 30, 2015. The lien is $34,500 and the current owner, Imran Qureshi, is requesting that the lien be forgiven, due to the fact that the violations were imposed against the previous owner and he was not aware of the liens at the time he purchased the property.

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; No, Imran Qureshi acquired title to the property on January 27, 2016.

- How many (if any) previous code enforcement cases were on the property; There have been 2 previous cases on this property, both have complied.
- How many (if any) previous or current code enforcement cases on other property owned by the same owner; None.
- The number of violations related to the subject lien; 1 violation.
- The length of time the code enforcement lien ran before the violation was brought into compliance; The lien ran for 1,476 days and the total amount of the lien is $34,500.
- The current market value of the subject property; The current market value is $55,480 according the Brevard County Property Appraiser.

Based on the above factors, staff recommended the lien be reduced to $500.

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

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on March 17, 2016, recommended by a 6 -1 vote, that the lien be reduced to $500.

RECOMMENDED MOTION:

Follow the recommendation of the Code Enforcement Board to reduce the lien to $500.

Application # **CE** - 15 - 442

Serving the Community

LIEN REDUCTION OR FORGIVENESS APPLICATION

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

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

This application must be completed entirely, and only after it is deemed to be completed in such a manner will it 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
FEB 18 2016
BY:

Stamp ~~Only When Application is Fully Complete~~

Please TYPE or PRINT this application neatly.

1. **Date:** 02-18-2016

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

Company (if applicable): _____

Name: IMRAN QURESHI

Mailing Address: 1207 ROSECRANS AVE

City: FULLERTON State: CA Zip Code: 92833

Phone #: 714-206-6343 Fax #: _____

Mobile #: 714-206-6343 E-mail: QURESHIQR2006@yahoo.com

3. **Property Owner Information:** ** Check here if same as Applicant* → ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

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

Street Address and Location: 1201 TULIP LANE, COCOA, FL 32922

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

24-36-29-01-00002.0-0006.00

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

Existing Use(s) on Property: Residential.

Nature of Violation: Section 6-804, 6-900, 6-1003, Roof & Drainage, Boarded up windows, Protective treatment.

Date Fine or Lien Imposed: 07-15-2015. Amount of Fine: $250.00. per day

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

Date upon which the subject property was brought into compliance: 11-30-15

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

Code enforcement case number: 15-00000442.

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

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

The factual basis upon which the application for reduction or forgiveness of the lien should be granted:
I am the new owner of property as of 01-27-2016, these violations was performed by previous owners. I was not aware of these Fines/Liens against the property.

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

Amount you are requesting that the lien be reduced by or forgiven: Ø.

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:
Please allow me to improve the neighborhood by improving this property. I am going to make this property far exceed the standards set by the city by going above and beyond.

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:

_____

_____

_____

_____

_____

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 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 Development Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien.

   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 deadline.** The application filing deadline is on the third Friday of each month at 5:00 pm for public hearings that are held in the following month.

8. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division prior to the established filing deadline for the public hearing before the Code Enforcement Board. Call (321) 433-8508 for an appointment to submit an application in order to perform a sufficiency review.

Public hearing process information – please read this!

9. **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.

10. **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.

11. **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.

12. **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.

13. **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. A minimum of three (3) copies 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.

14. **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.

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

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

17. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, IMRAN QURESHI 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 Code Enforcement 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.

(APPLICANT SIGNATURE)

Joy Lombardi
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced CA Driver's License

NOTARY PUBLIC STATE OF FLORIDA
JOY LOMBARDI
MY COMMISSION # FF 245886
EXPIRES: August 3, 2019
Bonded Thru Budget Notary Services

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 18 day of February, 20 16

FOR OFFICE USE ONLY

Fee of $ 20.00 in cash ☐ or check ☑ (No. 149) payable to the "City of Cocoa".

Receipt Number: 293891

Date: 2/18/16

Signature from Code Enforcement Division:

Code Enforcement Public Hearing Date: 3/17/16

Code Enforcement Public Hearing Time: 6:00 p.m.

Location for Public Hearing: City of Cocoa City Hall Council Chambers.
65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	16-138	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	4/5/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	Consider the donation application of the Marine Resources Council of East Florida, Inc. for their State of the Indian River Lagoon project. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Marine Resources Council City of Cocoa Donation Application.pdf Marine Resources Council IRS Determination Letter.pdf Marine Resources Council IRS 990 Form.pdf Sample IRL Report Card .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 5, 2016
Agenda Date: April 12, 2016
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr. AICP
Requested Action:
Consider the donation application of the Marine Resources Council of East Florida, Inc. for their State of the Indian River Lagoon project.

BACKGROUND:

At the February 9th regular City Council meeting, City of Cocoa resident Lorraine Koss provided information under delegations regarding the Indian River Lagoon Report Card project being completed by the Marine Resources Council of East Florida (MRC). Ms. Koss requested the city match the MRC's fundraising efforts of $2,500.00. She was advised to apply for a maximum of $1,000.00 through the City Council donation policy. The City has received a completed City of Cocoa donation application requesting the City Council donate $1,000.00 for the purposes of funding a portion of the MRC's state of the Indian River Lagoon project.

The Marine Resources Council is a 501c (3) charitable organization whose purpose is to maintain and enhance the quality of marine systems for the economic, recreational, aesthetic, and environmental use of the people of Florida. MRC is raising $195,000 to complete the first ecological health assessment for the Indian River Lagoon and hopes to produce a status report card in early 2017. The report will address the following Indian River Lagoon questions.

- Is the lagoon's health improving?
- What efforts are resulting in better conditions?
- What can I do to help the lagoon?

Each City Council member has $750.00 available on an annual basis for the purposes of considering donation application submissions. To meet the requested donation amount, $250.00 can be allocated from each Council Member's allotment, leaving $500.00 remaining for the remainder of Fiscal Year 2016.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$1,000.00
Account Number	001-1000-511.48-00
Account Name	Promotional Activities

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To approve the donation application of the Marine Resources Council of East Florida, Inc. for their State of the Indian River Lagoon project.

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Marine Resources Council of East Florida, Inc. (MRC)

Project Name: State of the Indian River Lagoon

		YES	NO
1	Completed Application	x	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	x	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	x	
4	Exhibit C - Project Objectives	x	
5	Exhibit D - Use Of Funds Statement	x	

Please send original application with requested attachments to:

City of Cocoa

Attn: Joan Clark, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at (321) 639-7555. Thank You.

RECEIVED
MAR 28 2016
OFFICE OF THE CITY CLERK

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

   Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes X No_____ If yes, briefly describe. (10 POINTS)

Cocoa residents Lorraine Koss, Bridgit Hagood, Johnnie Naumann, and Barbara Williams; who refer to themselves as the Venetial Ladies of the Lagoon are involved in fundraising for this project. Cocoa residents are working to plan the Science Assembly workshops, business plan, and to implement project goals of education and capacity planning.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

MRC has been integrating science into policy and education for over 30 years. We have asembled the lagoon's top scientists to assist with the project and have hired the University of Maryland team who have conducted report cards. The proposed timeline is summer of 2016 to finalize indicators; winter of 2016 to draft report; spring of 2017 to finalize the State of the Indian River Lagoon report card.

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Signature of Authorized Representative

March 23, 2016
Date



Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: Marine Resources Council of East Florida, Inc.
Fiscal Period: January 1, 2016 - December 31, 2016

INCOME	AMOUNT
Support	
Govt. grants	$
Foundations	$
Corporations	$
United Way	$
Individual contributions	$
Fundraising efforts	$
Membership income	$
In-Kind support	$
Investment income	$
Other (specify	$
	$
	$
Revenue	
Govt. contracts	$
Earned Income	$
Other (specify)	$
	$
TOTAL INCOME	$

EXPENSES	AMOUNT
Salaries and wages	$
Insurance and Benefits	$
Professional fees	$
Fundraising costs	$
Travel	$
Equipment	$
Printing fees	$
Telephone/Utilities	$
Postage	$
Rent	$
In-Kind expenses	$
Depreciation	$
Other (specify)	$
	$
TOTAL EXPENSES	$

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

MRC's Federal 990 for tax year 2014 attached.

City of Cocoa Donation Application
Section II: Project Impact
Exhibit C

1. How quality of life for cocoa residents will be enhanced;
The City of Cocoa and its resident have a heritage that is intrinsically linked to the Indian River Lagoon. Cocoa, long held as the Sea Trout Capital of Florida, attracts visitors and anglers to use the lagoon for recreational fishing, enhancing economic engines and attracting growth. Cocoa residents enjoy enhanced living conditions, enjoying pastoral views and active recreation, supplementing their groceries with fresh fish and shellfish from the lagoon, and experiencing higher property values. The Indian River Lagoon is experiencing a decline in ecological health that requires immediate attention. The proposed project assesses the ecological health of the lagoon and reports the status of health annually to Cocoa's residents and all lagoon residents.

2. Who will be served (children, seniors, families, and/or the disabled, etc.);
The entire community will be served. The State of the Indian River Lagoon Report Card targets various segments of the community with different formats of information. The print version of the report card uses simplified graphics and figures to translate complicated scientific information into information easily understood by grade school to elderly residents. The report card website provides more detailed information and data trends through bar and linear graphs that can be accessed by students and researchers in the community and worldwide.

3. How the project is unique to the Cocoa community;
A State of the Indian River Lagoon assessment and publication has never been conducted before. It is a unique project for our area and the City of Cocoa residents have already committed to its success. The project focuses on a unique area of Florida, the Indian River Lagoon, and the City of Cocoa is situated as a centerpiece in the lagoon community.

4. Educational and informational benefits.
Cocoa citizens want and need to know about the health of their lagoon. This information can raise awareness about issues and how residents can get involved in improving lagoon health. This project provides them scientifically-based information that can help them make sound decisions. It provides easy to read and interpretive information to address their state and national representatives with requests for attention to our precious Indian River Lagoon. The State of the Indian River Lagoon Report Card updates the public annually about the health of the lagoon and what is being done to restore it.

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: March 23, 2016 **Project Dates:** 4th Qtr of MRC FY16 thru 2nd Qtr of MRC FY17

Organization: Marine Resources Council of East Florida, Inc **Project:** State of the Indian River Lagoon

1.) Please list the in-kind services requested from the City, along with the dates and times required: None

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases: MRC is requesting $1,000.00 to help cover costs associated with producing the first State of the Indian River Lagoon report card. The City of Cocoa will be listed in the report card as a "Sea Trout" level sponsor.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Project Administrator 3/25/2016 **Date**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Anne P. Mayer **Project Financial Officer** 3/25/2016 **Date**

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: _____ Project Name: _____

SCORE

1. New or expanded program for the organization?
   If Yes, the applicant receives **10 points.** **Yes** ☐ **No** ☐ _____

2. How many Cocoa residents will be served with this project? **Number** ☐ _____
   Applicant can receive up to **20 points** in this section.
   Majority of recipients = **20 points;**
   Half of recipients served = **10 points.**

3. Were Cocoa volunteer residents used in the implementation of this project?
   If yes, the applicant receives **10 points.** **Yes** ☐ **No** ☐ _____

4. What impact will this project have on the community? _____
   The following will be considered:
   Enhances quality of life for Cocoa residents.
   Programs for children, seniors, families, and/or disabled.
   Unique to the Cocoa community
   Fills an unmet need in the Cocoa community
   Has record of community support
   Educational and informational benefits
   Applicant may receive up to **50 points** in this section

5. Has the applicant demonstrated the ability to execute their proposed project? _____
   Applicant may receive up to **20 points** in this section.
   Yes ☐ **No** ☐

6. COMMENTS:

_____

_____

_____

_____

_____

Total Score ☐

Minimum threshold met?: **Yes** ☐ **No** ☐

Forwarded to City Attorney for review: **Yes** ☐ **No** ☐ **Date:** _____

Meets municipal purpose?: **Yes** ☐ **No** ☐

City Council: _____ **Approved:** **Yes** ☐ **No** ☐

Approved 04/06

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Marine Resources Council of East Florida, Inc. (MRC)

Project Name: State of the Indian River Lagoon

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	**Yes** [✓] **No** [ ]	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	**Number** 17,140	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	**Yes** [✓] **No** [ ]	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	**Yes** [✓] **No** [ ]	20

6. COMMENTS:

_____

_____

_____

_____

_____

Total Score 110

Minimum threshold met?: **Yes** [ ] **No** [ ]

Forwarded to City Attorney for review: **Yes** [ ] **No** [ ] **Date:** _____

Meets municipal purpose?: **Yes** [ ] **No** [ ]

City Council: _____ **Approved:** **Yes** [ ] **No** [ ]

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 23, 2001

Person to Contact:
Paul Perry 31-07423
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-3030066

Manne Resources Council of East Florida Inc
270 Paint St
Rockledge, FL 32955-5804

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in March of 1991 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Marine Resources Council of East Florida Inc
59-3030068

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts, Director, TE/GE
Customer Account Services

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2014 calendar year, or tax year beginning , 2014, and ending , 20

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization MARINE RESOURCES COUNCIL OF EAST FLORIDA, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 3275 DIXIE HYW NE

Room/suite:

City or town, state or province, country, and ZIP or foreign postal code: PALM BAY, FL 32905

D Employer identification number: 59-3030066

E Telephone number: (321) 725-7755

G Gross receipts $ 261,015

F Name and address of principal officer:

H(a) Is this a group return for subordinates? ☐ Yes ☑ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: ☑ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ WWW.MRCIRL.ORG

K Form of organization: ☑ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1990

M State of legal domicile: FL

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: THE MISSION OF THE MARINE RESOURCES COUNCIL, AN ENVIRONMENTAL 501 (C) (3) NON-PROFIT CHARITABLE ORGANIZATION, IS TO IMPROVE WATER QUALITY AND TO PROTECT AND RESTORE THE FISH AND WILDLIFE RESOURCES OF THE INDIAN RIVER LAGOON, COASTAL WATERS,	
	2	Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3	Number of voting members of the governing body (Part VI, line 1a)	24
	4	Number of independent voting members of the governing body (Part VI, line 1b)	23
	5	Total number of individuals employed in calendar year 2014 (Part V, line 2a)	8
	6	Total number of volunteers (estimate if necessary)	750
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0
	b	Net unrelated business taxable income from Form 990-T, line 34	0

			Prior Year 2013	Current Year 2014
Revenue	8	Contributions and grants (Part VIII, line 1h)	96951	108222
	9	Program service revenue (Part VIII, line 2g)	51912	152755
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	724	38
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0	0
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	149587	261015
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	225306	192572
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 44786		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	143084	130284
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	369390	322856
	19	Revenue less expenses. Subtract line 18 from line 12	-219803	-61826

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	1683501	1619150
	21	Total liabilities (Part X, line 26)	7456	5073
	22	Net assets or fund balances. Subtract line 21 from line 20	1676415	1614077

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date: 10-22-2015

Type or print name and title: KENNETH F. TWOREGER, TREASURER

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ | Firm's EIN ▶

Firm's address ▶ | Phone no.

May the IRS discuss this return with the preparer shown above? (see instructions) ☐ Yes ☐ No

Part IV Checklist of Required Schedules

			Yes	No
1		Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	✓	
2		Is the organization required to complete *Schedule B, Schedule of Contributors* (see instructions)?	2	✓	
3		Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		✓
4		**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		✓
5		Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		✓
6		Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		✓
7		Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7	✓	
8		Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		✓
9		Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		✓
10		Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		✓
11		If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
	a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	✓	
	b	Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		✓
	c	Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		✓
	d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		✓
	e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		✓
	f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		✓
12	a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		✓
	b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		
13		Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		✓
14	a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		✓
	b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		✓
15		Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		✓
16		Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		✓
17		Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I* (see instructions)	17		✓
18		Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18	✓	
19		Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		✓
20	a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		✓
	b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		✓

Part V **Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V . . . . . ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c			
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	0		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? .	2b		✓	
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions) . .				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a			✓
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation in Schedule O* . .	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			✓
b	If "Yes," enter the name of the foreign country: ▶ ---------- See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? . . .	5a			✓
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			✓
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			✓
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a			✓
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			✓
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? .	7f			
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? . . .	9b			
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities .	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year . .	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state?	13a			
	Note. See the instructions for additional information the organization must report on Schedule O.				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			✓
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O* .	14b			

Part VII **Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII . . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) DR. LEESA SOUTO, EXECUTIVE DIRECTOR	40							65,608	0	0
(2) DR. RICHARD BAKER DIRECTOR	0							0	0	0
(3) LADY SHIRLEY BEIRNE DIRECTOR	0							0	0	0
(4) DAVID BOTTO DIRECTOR	0							0	0	0
(5) STEPHEN CHALMERS DIRECTOR	0							0	0	0
(6) MARY CHAPMAN SECRETARY, DIRECTOR	0							0	0	0
(7) BOB DAY VICE CHAIRMAN, DIRECTOR	0							0	0	0
(8) ALAN JOTKOFF TRESURER, DIRECTOR	0							0	0	0
(9) JIM MOIR CHAIRMAN, DIRECTOR	0							0	0	0
(10) TED MOORHEAD DIRECTOR	0							0	0	0
(11) JOANIE REGAN DIRECTOR	0							0	0	0
(12) WALT STIEGLITZ DIRECTOR	0							0	0	0
(13) WARREN WNEK DIRECTOR	0							0	0	0
(14) MARTY BAUM DIRECTOR	0							0	0	0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a				
	b	Membership dues	1b	13540			
	c	Fundraising events	1c	26554			
	d	Related organizations	1d				
	e	Government grants (contributions)	1e				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	68118			
	g	Noncash contributions included in lines 1a-1f: $					
	h	**Total.** Add lines 1a–1f		108222			
Program Service Revenue			Business Code				
	2a	INVASIVE SPECIES REMOVAL	541900	65454	65454		
	b	PUBLIC EDUCATION	541900	49602	49602		
	c	RIGHT WHALE MONITORING	541900	35199	35199		
	d	WATER QUALITY MONITORING	541900	2500	2500		
	e						
	f	All other program service revenue .					
	g	**Total.** Add lines 2a–2f		152755			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		38			38
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
			(i) Real	(ii) Personal			
	6a	Gross rents					
	b	Less: rental expenses					
	c	Rental income or (loss)					
	d	Net rental income or (loss)					
			(i) Securities	(ii) Other			
	7a	Gross amount from sales of assets other than inventory					
	b	Less: cost or other basis and sales expenses					
	c	Gain or (loss)					
	d	Net gain or (loss)					
	8a	Gross income from fundraising events (not including $ 26554 of contributions reported on line 1c). See Part IV, line 18	a	0			
	b	Less: direct expenses	b	0			
	c	Net income or (loss) from fundraising events		0			
	9a	Gross income from gaming activities. See Part IV, line 19	a				
	b	Less: direct expenses	b				
	c	Net income or (loss) from gaming activities					
	10a	Gross sales of inventory, less returns and allowances	a				
	b	Less: cost of goods sold	b				
	c	Net income or (loss) from sales of inventory					
		Miscellaneous Revenue	Business Code				
	11a						
	b						
	c						
	d	All other revenue					
	e	**Total.** Add lines 11a–11d					
	12	**Total revenue.** See instructions.		261015	152755		38

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X . . . . . ☐

			(A) 2013 Beginning of year		(B) End of year 2014
Assets	1	Cash—non-interest-bearing	6246	1	11674
	2	Savings and temporary cash investments	132897	2	63945
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	0	4	-1095
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	0	9	180
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 1597185			
	b	Less: accumulated depreciation — 10b: 52729	1544456	10c	1544456
	11	Investments—publicly traded securities		11	
	12	Investments—other securities. See Part IV, line 11		12	
	13	Investments—program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)	1683601	16	1619160
Liabilities	17	Accounts payable and accrued expenses	0	17	-2373
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties	7456	23	7456
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	**Total liabilities.** Add lines 17 through 25	7456	26	5083
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 27 through 29, and lines 33 and 34.**			
	27	Unrestricted net assets		27	
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.			
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds	1676145	32	1614077
	33	Total net assets or fund balances	1676145	33	1614077 ✓
	34	Total liabilities and net assets/fund balances	1683601	34	1619160 ✓

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at *www.irs.gov/form990.*

OMB No. 1545-0047

2014

Open to Public Inspection

Name of the organization	Employer identification number
MARINE RESOURCES COUNCIL OF EAST FLORIDA, INC.	59-3030066

Part I **Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E.)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☑ An organization that normally receives: (1) more than 33⅓% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33⅓% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

10 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

11 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g:

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations . . . . . ☐

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–9 above or IRC section (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	113197	79278	71722	96951	108222	469370
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	485160	335433	180634	51912	152755	1205894
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5	598357	414711	252356	148863	260977	1675264
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						0
c Add lines 7a and 7b						0
8 **Public support** (Subtract line 7c from line 6.)						1675264

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
9 Amounts from line 6	598357	414711	252356	148863	260977	1675264
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	2598	4743	977	724	38	9081
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	2598	4743	977	724	38	9081
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)	600056	419454	253333	149587	261015	1684345

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2014 (line 8, column (f) divided by line 13, column (f))	15	99.46 %
16	Public support percentage from 2013 Schedule A, Part III, line 15	16	99.83 %

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2014** (line 10c, column (f) divided by line 13, column (f))	17	.54 %
18	Investment income percentage from **2013** Schedule A, Part III, line 17	18	1.07 %

19a **33⅓% support tests—2014.** If the organization did not check the box on line 14, and line 15 is more than 33⅓%, and line 17 is not more than 33⅓%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☑

b **33⅓% support tests—2013.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33⅓%, and line 18 is not more than 33⅓%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a		
b	A family member of a person described in (a) above?	11b		
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in Part VI.*	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (1) a written notice describing the type and amount of support provided during the prior tax year, (2) a copy of the Form 990 that was most recently filed as of the date of notification, and (3) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally-Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):*

a ☐ The organization satisfied the Activities Test. *Complete line 2 below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete line 3 below.*

c ☐ The organization supported a governmental entity. *Describe in Part VI how you supported a government entity (see instructions).*

			Yes	No
2	Activities Test. ***Answer (a) and (b) below.***			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in **Part VI identify those supported organizations and explain** how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in **Part VI** the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. ***Answer (a) and (b) below.***			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in **Part VI.***	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in **Part VI** the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in **Part VI**). See instructions.	
7	**Total annual distributions.** Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions.	
9	Distributable amount for 2014 from Section C, line 6	
10	Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2014	(iii) Distributable Amount for 2014
1	Distributable amount for 2014 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2014 (reasonable cause required-see instructions)			
3	Excess distributions carryover, if any, to 2014:			
a				
b				
c				
d				
e	From 2013			
f	**Total** of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2014 distributable amount			
i	Carryover from 2009 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2014 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2014 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2014, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions).			
6	Remaining underdistributions for 2014. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions).			
7	**Excess distributions carryover to 2015.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a				
b				
c				
d	Excess from 2013 . . .			
e	Excess from 2014 . . .			

Schedule B (Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

Name of the organization
MARINE RESOURCES COUNCIL OF EAST FLORIDA, INC.

Employer identification number
59-3030066

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	☑ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☑ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33⅓ % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000 or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . ▶ $ _____

Caution. An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" to Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Information about Schedule D (Form 990) and its instructions is at *www.irs.gov/form990*.

OMB No. 1545-0047

2014

Open to Public Inspection

Name of the organization

MARINE RESOURCES COUNCIL OF EAST FLORIDA, INC.

Employer identification number

59-3030066

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (e.g., recreation or education) ☐ Preservation of a historically important land area
☑ Protection of natural habitat ☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☑ No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ $

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included in Form 990, Part VIII, line 1 ▶ $

(ii) Assets included in Form 990, Part X ▶ $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included in Form 990, Part VIII, line 1 ▶ $

b Assets included in Form 990, Part X ▶ $

Part VII Investments—Other Securities.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 12.)* ▶		

Part VIII Investments—Program Related.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 13.)* ▶		

Part IX Other Assets.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	

Part X Other Liabilities.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII ☐

SCHEDULE G (Form 990 or 990-EZ)
Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" to Form 990, Part IV, lines 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule G (Form 990 or 990-EZ) and its instructions is at *www.irs.gov/form990.*

OMB No. 1545-0047

2014

Open to Public Inspection

Name of the organization

MARINE RESOURCES COUNCIL OF EAST FLORIDA INC

Employer identification number

59-3030086

Part I **Fundraising Activities.** Complete if the organization answered "Yes" to Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

a ☐ Mail solicitations
b ☐ Internet and email solicitations
c ☐ Phone solicitations
d ☐ In-person solicitations
e ☐ Solicitation of non-government grants
f ☐ Solicitation of government grants
g ☐ Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

b If "Yes," list the ten highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions? Yes	(iii) No	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total ▶						

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

11 Does the organization conduct gaming activities with nonmembers? . . . . . ☐ Yes ☐ No

12 Is the organization a grantor, beneficiary or trustee of a trust or a member of a partnership or other entity formed to administer charitable gaming? . . . . . ☐ Yes ☐ No

13 Indicate the percentage of gaming activity conducted in:

a	The organization's facility	13a	%
b	An outside facility	13b	%

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ .....

Address ▶ .....

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? . . . . . ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization ▶ $ ..... and the amount of gaming revenue retained by the third party ▶ $ .....

c If "Yes," enter name and address of the third party:

Name ▶ .....

Address ▶ .....

16 Gaming manager information:

Name ▶ .....

Gaming manager compensation ▶ $ .....

Description of services provided ▶ .....

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? . . . . . ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ $

Part IV **Supplemental Information.** Provide the explanations required by Part I, line 2b, columns (iii) and (v), and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information (see instructions).

Name of the organization | Employer identification number

4. FORM 990, PART VI, SECTION A, LINE 7A:

EXPLANATION: THE GOVERNING BODY IS ELECTED ANNUALLY BY THE MEMBERSHIP.

5. FORM 990, PART VI, SECTION A, LINE 8B:

EXPLANATION: MARINE RESOURCES COUNCIL OF EAST FLORIDA, INC. DOES NOT HAVE ANY COMMITTEES WITH THE AUTHORITY TO ACT ON BEHALF OF THE GOVERNING BODY.

6. FORM 990, PART VI, SECTION B, LINE 11:

EXPLANATION: FORM 990 IS PREPARED BY THE TREASURER IN COLLABORATION WITH THE EXECUTIVE DIRECTOR AND THE OFFICE MANAGER/BOOKKEEPER. FORM 990 IS SIGNED BY THE TREASURER AND FILED. A COPY IS PROVIDED TO THE CHAIRMAN, THE EXECUTIVE DIRECTOR AND THE OFFICE MANAGER/BOOKKEEPER. A COPY IS KEPT ON FILE AND MADE AVAILABLE UPON REQUEST.

7. FORM 990, PART VI, SECTION C, LINE 18:

EXPLANATION: MARINE RESOURCES COUNCIL OF EAST FLORIDA, INC. MAKES ITS FORM 1023 AND FORM 990 AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST.

8. FORM 990, PART VI, SECTION C, LINE 19:

EXPLANATION: MARINE RESOURCES COUNCIL OF EAST FLORIDA, INC. MAKES GOVERNING DOCUMENTS AND FINANCIAL STATEMENTS AVAILABLE TO THE PUBLIC UPON REQUEST.

2016 State of the Indian River Lagoon

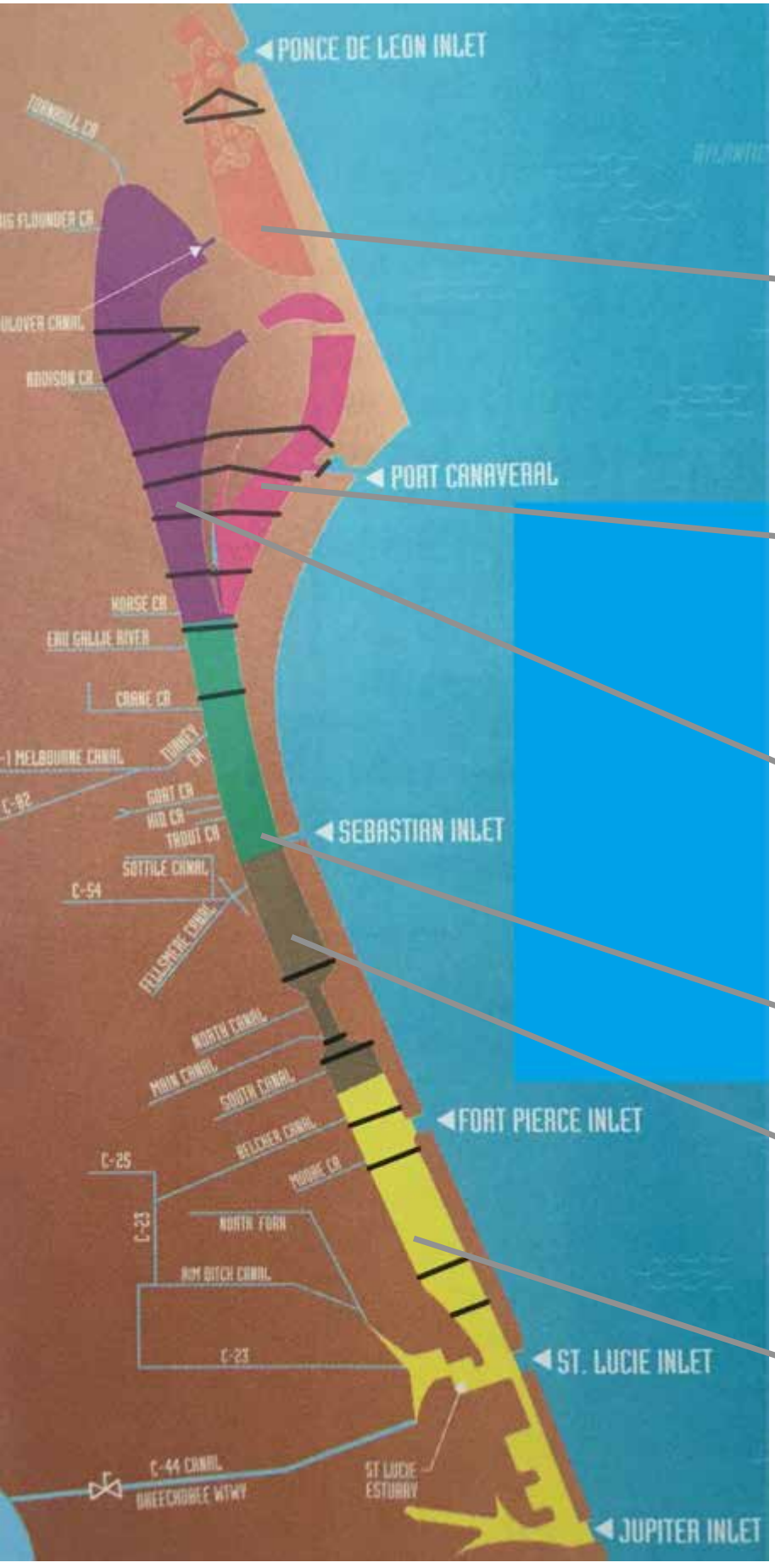


The Indian River Lagoon



The Indian River Lagoon (IRL) is a 156 mile estuary system that extends from Ponce De Leon Inlet to Jupiter Inlet. It is home to over 3,500 species including about 2.2 million human inhabitants. The IRL contributes over $3.7B to our regional economy and provides more than 15,000 jobs, many relying on tourism revenues generated by an estimated 11 million people who visit the lagoon annually.

Indian River Lagoon Report Card 2016



Overall Grade

Mosquito Lagoon
Text why received grade here

GRADE

Banana River
Text why received grade here

GRADE

North IRL
Text why received grade here

GRADE

North Central IRL
Text why received grade here

GRADE

South Central IRL
Text why received grade here

GRADE

South IRL
Text why received grade here

GRADE

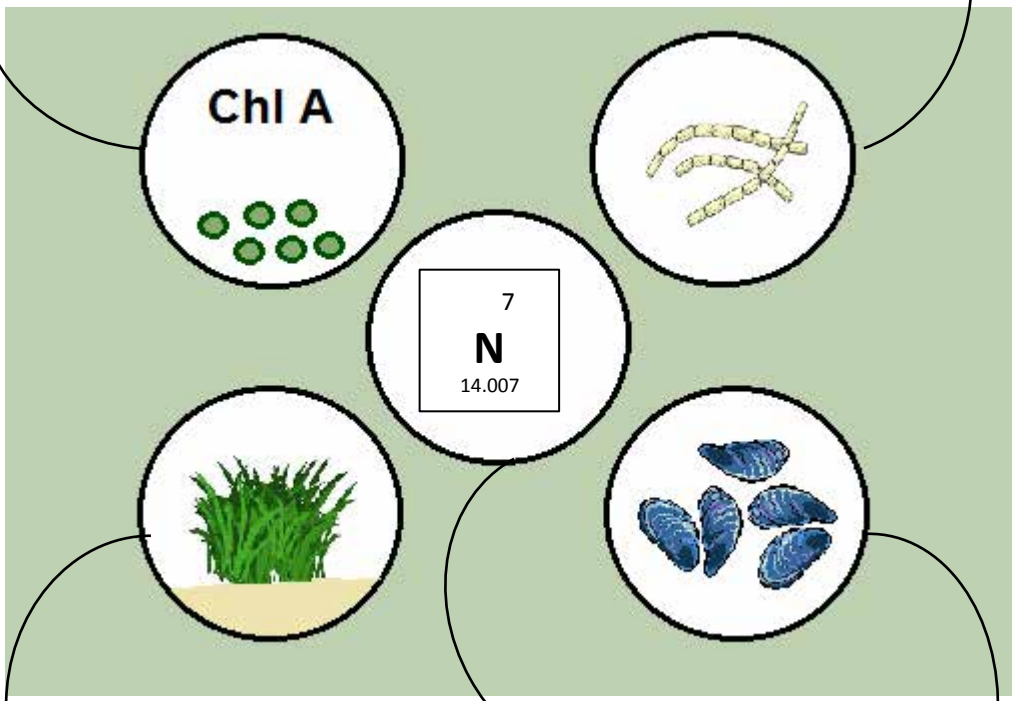
Possible Indicators

Chlorophyll a

is used as a measure of phytoplankton (microalgae) biomass, an indication of water quality. Higher concentrations of Chl-A are associated with reduced water clarity and reduced dissolved oxygen.

Fecal Coliform Bacteria

are indicators of pathogens, or disease-causing organisms. Health advisories can take affect under high concentrations of fecal coliform including beach closures for the safety of public health.



Seagrass Cover

A primary producer and indicator of the lagoon's overall health. Sea grass is essential habitat, providing shelter and food for hundreds of coastal species.

Nutrient Loads

High levels of nitrogen and phosphorus cause a nutrient imbalance, change water chemistry, contribute to harmful algal blooms, and harm biota.

Filter Feeders

Aid in the filtering of the water. Clams and oysters naturally filter toxins out of the water column, more clams means more water filtration.

2016 at a Glance

Similarities to 2015

<This would include trends in indicators and differences from previous years>

Seagrass

Bacteria Levels

Chlorophyll A Levels

Nutrient loads

Area covered by filter feeders

Chemical Levels

Homework: What You Can Do

Progress Since 2015

This will include highlights of community accomplishments and how it improved the water quality.



You Can Help!

Action	How it helps the lagoon	Indicator Grades Improving

Acknowledgements

Marine Resources Council

The Marine Resource Council (MRC) is a charitable organization whose mission to protect and restore the Indian River Lagoon is accomplished through community engagement. In May 2014, MRC organized the Lagoon Action Assembly (LAA) involving 100 diverse delegates from the community in facilitated consensus-building to prioritize actions to restore the IRL. One of the top priorities from this process was the production of an IRL report card.

Contributors

Those who contributed data to the production of the report card will be recognized here.

Supporting Partners

List and logos of all sponsoring groups

Legislation Details (With Text)

File #:	15-599	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	City Business
File created:	12/8/2015			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Replacement and Installation Services of One Lime Slaker from Water Treatment and Controls, Pensacola, Florida; To Approve a Resolution Amending the FY2016 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Res Sole Source Purchase SS-Dyal-Water treatment and controls3 10 16 Res Budget Amendment File 15-599 BA Form Resolution 2016-31.pdf 031016REBB Cocoa Slaker Installation D15-014 Cost Proposal 031016				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 21, 2016
Agenda Date: April 12, 2016
Prepared By: William “Troy“ Howell, Dyal Water Treatment Plant Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Replacement and Installation Services of One Lime Slaker from Water Treatment and Controls, Pensacola, Florida; To Approve a Resolution Amending the FY2016 Budget

BACKGROUND:

The Dyal Water Treatment Plant (Dyal WTP) staff identified deficiencies in the Lime Slaking process related to water softening and potable water treatment at the facility. Primary treatment in the ground water plant consists of lime softening to which consistent, reliable functionality of redundant Lime Slakers is needed in order to meet both treatment and demand requirements.

In FY15 consistent faults and failures were evaluated by maintenance staff. Quick Lime and the hydrating process are highly corrosive to the steel bodies, chassis and rotating components of the Lime Slaker. With the assistance of a representative from the sole source provider Water Treatment and Controls, the determination was made that the Slakers have reached the end of their useful

mechanical life expectancy due to these failures as well as their functioning years in service.

During the creation of the FY2016 budget, a program to replace both Lime Slakers was presented by Dyal staff and approved through the direction of the Finance Director and the City Manager late in the budget process. Due to the late entry, the Lime Slaker line item was inadvertently overlooked and subsequently left out of the FY2016 budget.

Staff recommends approval of a resolution to amend the FY2016 budget to transfer funds from Account No. 421-4010-536.39-00, Contingency, to Account No. 421-4020-536.46-00, Repair and Maintenance, to fund the replacement and installation of one Lime Slaker.

The remaining Lime Slaker will be maintained in a manner which will effectively serve the functionality of the treatment process until funding can be approved for additional replacement in the FY2017 budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$188,850
Account Number	421-4020-536.46-00
Account Name	Repair and Maintenance
Source of Funds	421-4010-536.39-00, Contingency

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Replacement and Installation Services of One Lime Slaker from Water Treatment and Controls, Pensacola, Florida; To Approve a Resolution Amending the FY2016 Budget.

RESOLUTION NO. 2016-30

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 THE 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 or public improvement 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, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement 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 this 12th day of April, 2016.

_____

ATTEST: HENRY U. PARRISH, III, MAYOR

_____

CARIE SHEALY, CMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2016-30

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing replacement and installation services of one lime slaker from Water Treatment and Controls, Pensacola, Florida.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr., City Manager

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4379008&GUID=55FD45C5-FA8A-416E-99F6-99C702456C7B* is a secure document that has been embedded in this document. Double click the pushpin to view.



RESOLUTION NO. 2016-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 this 12th day of April, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/29/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 188,850)	421-4010-536.39-00		WATER SEWER / CONTINGENCY	$ 1,170,500	$ 866,430	$ 677,580	$ 677,580
$ 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
($ 188,850)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 188,850	421-4020-536.46-00		REPAIRS & MAINTENANCE	$ 1,798,588	$ 2,610,013	$ 2,798,863	$ 1,233,730
$ 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
$ 188,850	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

These item/s were inadvertently omitted from the budget.
Agenda 15-599

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/12/16 *RESOLUTION #:* 2016-31

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

3/29/16 Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.03.29 09:43:23 -04'00')	3/29/16 Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.03.29 13:14:54 -04'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
3/29/16 John "Jack" Walsh (Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.03.29 12:57:54 -04'00')	3/29/16 Lora Howell (Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.03.29 13:33:12 -04'00')	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Water Treatment & Controls Co.

(850) 474-1805
(800) 826-7699
(850) 474-1776 FAX

9900A N. PALAFOX STREET • PENSACOLA, FLORIDA 32534-1227

March 10, 2016

Joe DeGiovine
City of Cocoa
600 School Street
Cocoa, Florida 32922
Phone 321-635-7774
Re: **Lime Slaker Installation**
Quote Number 031016REBA

Joe,

We are pleased to offer the following proposal for technical services and miscellaneous supplies needed to provide complete installation of one (1) new A758 Paste Lime Slaker manufactured by Integrity Municipal Systems. The lime slaker is purchased by the owner and not part of this proposal. Water Treatment and Controls will provide the following scope of work.

Services Provided

- Disconnect and remove existing slaker for disposal by owner
- Install new slaker, feeders and grit remover on existing concrete pedestal
- Connect water supply to new slakers
- Pipe slaker discharge to owners slurry chamber
- Connect electrical conduit to new slaker J-box
- Mount new control panel on wall replacing existing panel
- Pull new wire to slakers using existing conduits
- Connect new panel to slaker
- Startup and test new slaker

Price $13,850.00

NOTE: Existing Concrete pedestals appear to be in good condition. **No** modification or repair included.

If you have any questions please call my cell at 352-267-3225. Our Standard Terms and Conditions apply and are attached.

Regards,
Rich Bulgrin



Standard Terms and Conditions:

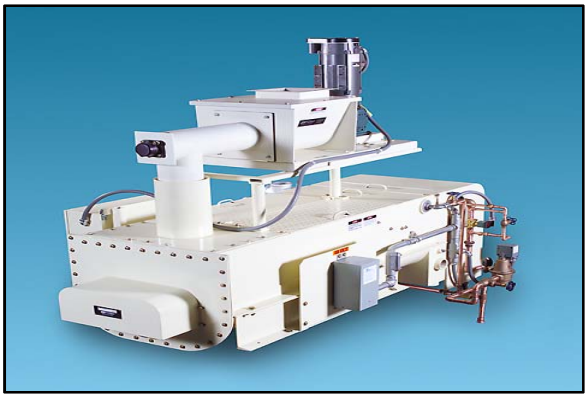
1. **Quotation is good for (30) days.**
2. **Quotation includes only the items and services specified herein and does not include installation, field erection, accessory or related materials such as controls, piping, etc. unless specifically listed.**
3. **Quotation and order acceptance are subject to buyer's approved credit.**
4. **Payment term is Net 30 Days.**
5. **Delivery shall be F.O.B. Shipping Point. Freight charges will be prepaid and added to the total unless otherwise instructed and agreed to.**
6. **All applicable taxes or government charges upon the sale, shipment, and/or use of equipment/services covered by the proposal shall be added to the total price and paid by the buyer. Please add any and all taxes to the total quotation price.**
7. **Allow 6 to 8 weeks for shipment after receipt of an approved written purchase order.**
8. **All orders are subject to a 25% restocking fee upon cancellation and if restockable.**
9. **Submittal and Operating & Maintenance Manuals may be available upon request and subject to extra charge(s).**
10. **Additional Startup & Technical Services available at additional expense.**
11. **WTC shall be entitled to receive reasonable attorneys and collection fees on matters arising out of this quotation.**

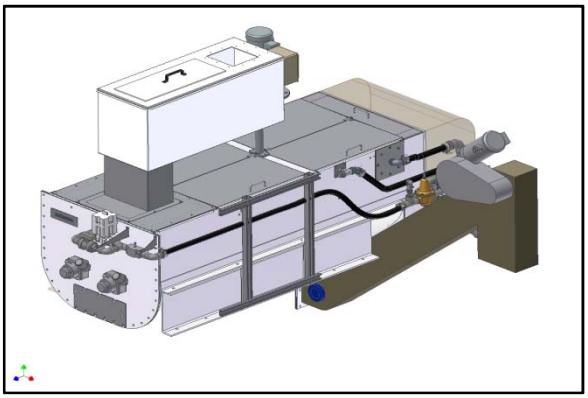
Please call for any assistance or questions regarding the scope of materials or Terms & Conditions.

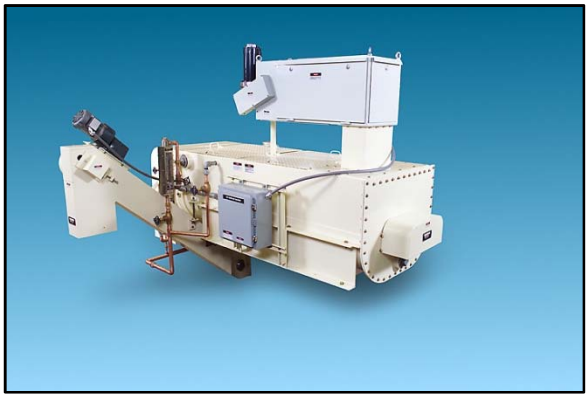
Vs. 06-27-02

COST PROPOSAL

LIME SLAKING SYSTEM
FOR
DYAL WATER TREATMENT PLANT
CITY OF COCOA, FL







IMS File No.: D15-014 Rev. 02

Revised on: March 10, 2016

SALES CONTACT

Rich Bulgrin

Water Treatment and Controls Company

Cell phone: (352) 267-3225

Email: rich.bulgrin@gmail.com

TABLE OF CONTENTS

Cover Letter
Equipment Selection Sheet

Section 1: Commercial Proposal and Order
Section 2: General Arrangement Selection, Drawing, and Brochures

IMPORTANT NOTICE: All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.

March 10, 2016

Mr. Joe DeGiovine
City of Cocoa
600 School Street
Cocoa, Florida 32922
Phone: (321) 635-7774

RE: Dyal Water Treatment Plant - City of Cocoa, FL
Lime Slaking System

Dear Joe,

Thank you for your continued interest in Integrity Municipal Systems, LLC (IMS).

Per the request of our representative, Mr. Rich Bulgrin at Water Treatment and Controls Company, we have prepared this cost proposal for providing one (1) Lime Slaking System for City of Cocoa, FL. Our proposal is based on the following design criteria:

Design Criteria

Quicklime Feed Rate, lb/hr	4,000
Slaker Maximum Capacity, lb/hr	4,000
Maximum Output Lime Slurry Concentration, %	18%

Our lime slaking system is a packaged system. It consists of a lime feeder, lime slaker, grit remover, piping, valves, instrumentation and controls to make a complete and functional system.

The IMS A-758 Lime Slaker System incorporates many features and advantages, including:

- Economical, consistent and reliable on-site slaking
- Proven track record with 40 years of experience
- Easy to install
- Tested at the factory
- Robust construction
- Superior paste slaking process (2:1 water to lime ratio)
- Faster slaking (5 minutes)
- More reactive lime slurry
- Compact size
- External heat source not required
- Saves water, heat and power
- Completely automatic system
- Flexible configurations
- Flexible controls

We have attached our commercial proposal in Section 1 and equipment catalog and brochures in Section 2.

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Rich Bulgrin at WTC, or call me directly at (858) 248-7834.

Thank you.

Sincerely,

Khaled Roueiheb
Director of Sales

Cc: Rich Bulgrin; WTC

EQUIPMENT SELECTION SHEET

FEEDER ACCESSORIES	
Inlet Rotary Valve	☐
Inlet Flexible Connector	☒
FEEDER TYPE	
Volumetric Screw (32-300SP)	☒
Volumetric Belt (32-215)	☐
Gravimetric Belt (31-165)	☐
No Feeder	☐
SLAKER CAPACITY (MAX.)	
Slaker Capacity (500 lb/hr)	☐
Slaker Capacity (1000 lb/hr)	☐
Slaker Capacity (2000 lb/hr)	☐
Slaker Capacity (4000 lb/hr)	☒
Slaker Capacity (8000 lb/hr)	☐
SLAKER MATERIAL OF CONSTRUCTION	
Painted Steel Construction	☐
Unpainted 304SS Construction	☒
Unpainted 316SS Construction	☐
Painted 304SS Construction	☐
Painted 316SS Construction	☐
GRIT REMOVER TYPE	
Conveyor	☒
Screen	☐
Screen with High Slurry Concentration (Booster Pump)	☐
GRIT REMOVER MATERIAL OF CONSTRUCTION	
Painted Steel Construction	☐
Unpainted 304SS Construction	☒
Unpainted 316SS Construction	☐
WATER VALVE	
Mechanical	☒
Electronic	☐
POWER SUPPLY	
480V, 3ph, 60Hz	☒
230V, 3 ph, 60Hz	☐
120V, 1 ph, 60Hz	☐
230V, 1ph, 60Hz	☐
CONTROL PANEL	
Mounted on Slaker	☐
Remote-Mounted	☒
Relay Logic Based	☒
PLC Based	☐

SECTION 1

COMMERCIAL PROPOSAL

Proposal D15-014 Rev. 02

Date: March 10, 2016

ORDER

The undersigned authorized representative of the below named purchaser ("Buyer") hereby orders the Equipment described in the accompanying Seller's Documentation on the terms and conditions specified therein.

Buyer: _____

Signed by:_____

Print Name: _____

Print Title: _____

All orders are subject to prior acceptance by Integrity Municipal Systems, LLC at its offices in Poway, CA.

SCOPE OF WORK BY INTEGRITY MUNICIPAL SYSTEMS, LLC ("SELLER")

The following equipment and services are included in Seller's scope of work. All equipment will be manufactured in accordance with Seller's standard equipment specifications and installed in a non-hazardous area. Please see attached equipment general arrangement drawing for illustration and reference.

No.	Item Description	Qty.
1.	**Inlet Flexible Connection, Canvas**	1
2.	**Series 32-300SP Volumetric Screw Feeder – 4,000 PPH Capacity** including**:** a) Unpainted 304SS Housing Construction b) 1-1/2 HP Motor- 0-180VDC TENV, Tachometer c) SCR Drive Control Panel (In Junction Box) d) 3" Feed Screw, Feed Tube, Trough Cover, Stand & Mounting Hardware e) Feeder Support Posts and Discharge Connection f) Feeder Hopper Access Door	1
3.	**Series A-758 Lime Paste Slaker, 4,000 PPH Capacity**, including: a) Unpainted 304SS Trough b) 1-1/2 HP Paddle Shaft Motor – 230/460V, 3 ph, 60 Hz c) Mechanical Torque Operated Water Valve d) Vapor & Dust Arrestor e) Water Supply Piping (Copper) (IMS Standard) f) Water Pressure Reducing Valve, Water Strainer, Pressure Gauge, Water Low Pressure Switch g) Solenoid Valve for Auto Batch and Adapter h) Temperature Probe with Analog Output i) Slaker delivers up to 18% Lime Slurry Concentration j) Unit is shipped pre-Wired/pre-Piped, Assembled and Tested at the Factory	1
4.	**Conveyor Type Grit Remover for 4,000 PPH Capacity**, including: a) Unpainted 304SS Material of Construction b) 1/4 HP Grit Remover Motor – 230/460V, 3 ph, 60 Hz, TENV & Gearbox c) Grit Remover Attachments, Grit Remover Rotameter, Parts and Piping for 18% Lime Slurry Concentration d) Grit Remover Support	1
5.	**Standard Control Panel for Slaker, Grit Remover & Feeder**, including: a) Nema 4X Enclosure – 304SS (Remote-Mounted) b) Relay Logic Controls, Auto-Batching c) Feed-Rate Control & Readout Meter, Switches, Lights, Disconnect Switch d) Temperature Readout Meter e) Control Circuit Transformer for 460V, 3 ph, 60Hz Power Input f) Conduit and Parts for Grit Conveyor, Junction Box, Feeder g) Audible Alarm Mounted To Control Panel	1

h) 4-20 mA Control of Screw Feeder

6.	**Junction Box for Remote Mounting of Control Panel- 304SS**	1
7.	**Manufacturer's Services for Installation Inspection, System Start-Up and Operator Training (3 Days at the Jobsite)**	Included
8.	**Design Submittal and Operation and Maintenance Manuals**	Included
9.	**F.O.B Factory with Full Freight Allowed to Jobsite, City of Cocoa, FL**	Included
	EQUIPMENT PRICE [ITEMS 1-9]	**$175,000**

SCOPE OF WORK BY BUYER

1. Equipment unloading and installation
2. All civil works and concrete pad for equipment including anchor bolts supply
3. Electrical power to slaker control panel (480V/3 ph/60Hz)
4. All overflow drain piping from slaker to plant drain
5. Remote installation of control panel and interconnecting wiring from remote-mounted control panel to junction box, etc.
6. All electrical conduit, wiring, electrical material, etc. from control panel to plant SCADA, etc.
7. Process signal and wiring from process for feeder operation
8. Quicklime supply equipment to feeder inlet
9. Vent piping from vapor & dust arrestor connection onwards (4")
10. Lime slurry discharge piping from slaker connection to process (3")
11. 1 ½" water supply piping to water connection- **55 gpm at 75 psi**
12. Room ventilation, air conditioning, or lighting
13. Any items not explicitly listed under Integrity Municipal Systems, LLC's scope of work

SHIPPING INFORMATION

Estimated Shipping Weight: 3,620 lbs.

FIELD SERVICES

Should additional services be required for work beyond Seller's Scope of Work, Buyer may purchase such services from Seller at a standard rate of $1,500 per eight (8) hour day, plus expenses.

WARRANTY TERM

The Warranty Period is one (1) year from Equipment acceptance or 18 months from shipment, whichever occurs first, and is subject to the Standard Terms of Sale included with this Proposal.

TAXES

Seller's Proposal does not include any sales, use, federal, state, local, excise, or other similar taxes or duties unless expressly stated in this quotation. All applicable taxes shall be paid by Buyer. Upon acceptance of an order by Seller, Buyer shall provide a resale certificate or tax exemption certificate, whichever is applicable, to Seller.

PAYMENT TERMS

Subject to prior credit approval, the terms of payment are:

20% upon submittal approval, Net 30 days
75% upon equipment shipment (or offer to ship), Net 30 days
5% upon beneficial occupancy, or 120 days after shipment, whichever occurs first

PROPOSAL VALIDITY

Seller's Cost Proposal dated March 10, 2016 is valid until June 30, 2016. The stated price is predicated on shipment no later than June 30, 2017. In the event Buyer desires to extend the delivery date or the Warranty Period beyond the time period set forth in this Proposal, Seller can offer extended terms for an additional charge which will be provided upon request.

SCHEDULE

As part of any binding Agreement that results from this proposal, Seller and Buyer shall mutually agree upon a production and delivery schedule (not to exceed the outside delivery date stated above). Our normal lead time for this type of equipment is:

Design Submittal:	4 weeks after receipt of a fully executed purchase order
Equipment Shipment:	10-12 weeks after seller's written receipt of submittal approval and release for fabrication.

TERMS & CONDITIONS

NOTE 1: Seller's Standard Terms of Sale, attached to this Proposal and incorporated herein by this reference, will apply to any order resulting from this Proposal and are factored into the purchase price set forth in this Proposal.

Integrity
MUNICIPAL SYSTEMS

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). These terms together with Seller's Documentation comprise the complete and exclusive agreement between the parties (the "Agreement"). The Agreement may only be modified by a written instrument signed by authorized representatives of both parties. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or in any other written or oral communication from Buyer are hereby rejected by Seller and shall not be binding in any way on Seller.

2. Price and Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, the amount so paid shall become immediately due and payable to Seller by Buyer. Unless otherwise stated in Seller's Documentation, all payments are due within 30 days after receipt of invoice. Buyer shall be charged 1½% interest per month on all amounts not received by the due date and shall pay all of Seller's costs (including attorneys' fees) of collecting amounts due but unpaid. If Buyer fails to make any payment when due, Seller may, without advance notice, terminate this order without liability; or condition such order on such modifications to the terms of payment as Seller, in its discretion, deems appropriate. In such case, Seller may also, in its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made.

3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are F.O.B. Seller's facility. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. Claims for damage, shortage or errors in shipping must be reported within two business days following delivery to Buyer. Buyer shall have one business day from the date Seller completes start-up of the Equipment to inspect such Equipment for defects and nonconformance which are not due to damage, shortage or errors in shipping, and notify Seller, in writing, of any defects, nonconformance or rejection of such Equipment. After such one business day period, Buyer shall be deemed to have irrevocably accepted the Equipment, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Equipment for any reason or to revoke acceptance.

4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely in connection with Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of the Agreement.

6. Warranty. Seller warrants to Buyer that during the period that ends18 months from delivery or one year from acceptance, whichever occurs first (the "Warranty Period"), the Equipment shall materially conform to the specifications set forth in Seller's Documentation and shall be free from defects in material and workmanship. If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the Equipment or any non-conforming parts thereof. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller's then customary charges for any repair or replacement made by Seller. The warranty on repaired or replaced Equipment or parts is limited to the remainder of the Warranty Period. The foregoing warranty shall not apply to any Equipment or part thereof (x) that is (a) not operated and maintained in accordance with Seller's instructions, (b) damaged as a result of any unauthorized repairs or alterations, (c) damaged by chemical action or abrasive material, misuse, (d) damaged by improper installation (unless installed by Seller), and (e) specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller; and (y) if Buyer is in default of any payment obligation to Seller under this Agreement. Seller's warranty does not cover any adsorbing media or other consumables used in the Equipment, regardless of whether such media or consumables were supplied by Seller. THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 9 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The warranty set forth herein, subject to any limitations set forth elsewhere in Seller's Documentation, shall be transferable during the Warranty Period to the initial end-user of the Product.

7. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

8. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT OR PARTS SHALL NOT EXCEED TEN PERCENT (10%) OF THE PURCHASE PRICE PAID UNDER THIS AGREEMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES AND LIMITS THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

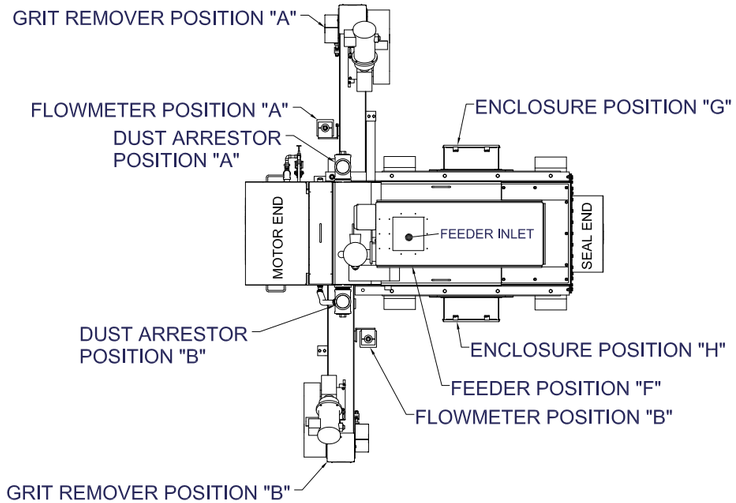
10. Set-off and Backcharges. Buyer will not be entitled to set-off any amounts due Buyer against any amount due Seller from Buyer. Seller will not be responsible for any backcharges unless approved in writing in advance by an authorized representative of Seller. Any request for backcharges must be submitted by Buyer to Seller at least three business days prior to the date on which Buyer desires to assess such backcharge to enable Seller to conduct a site visit or to conduct such other investigation as it deems reasonably appropriate.

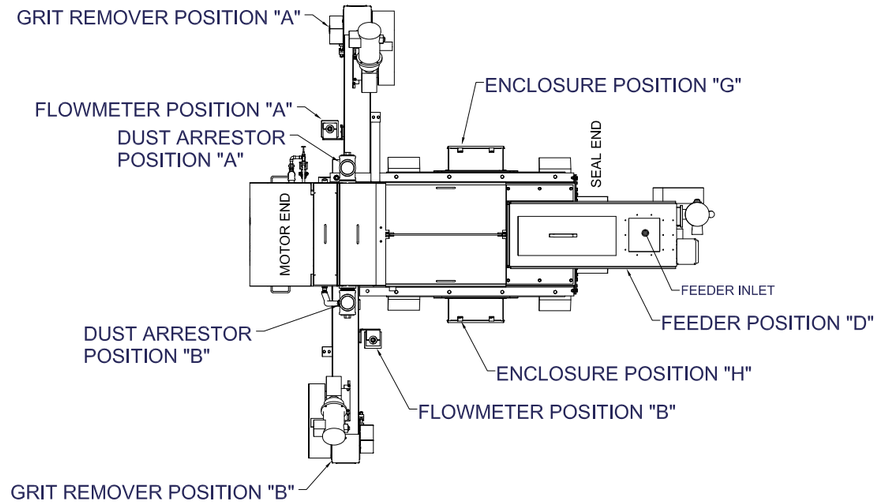
11. Export Compliance: Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations.

12. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions thereof will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded.

SECTION 2

GENERAL ARRANGEMENT SELECTION, DRAWING, AND BROCHURES

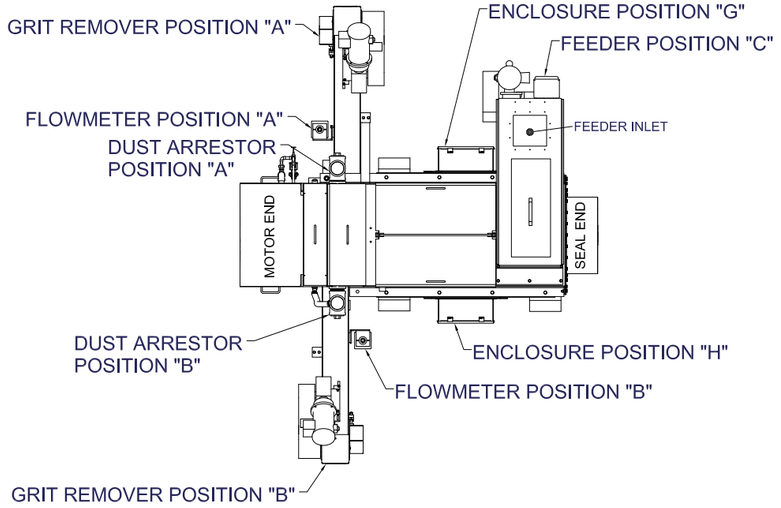


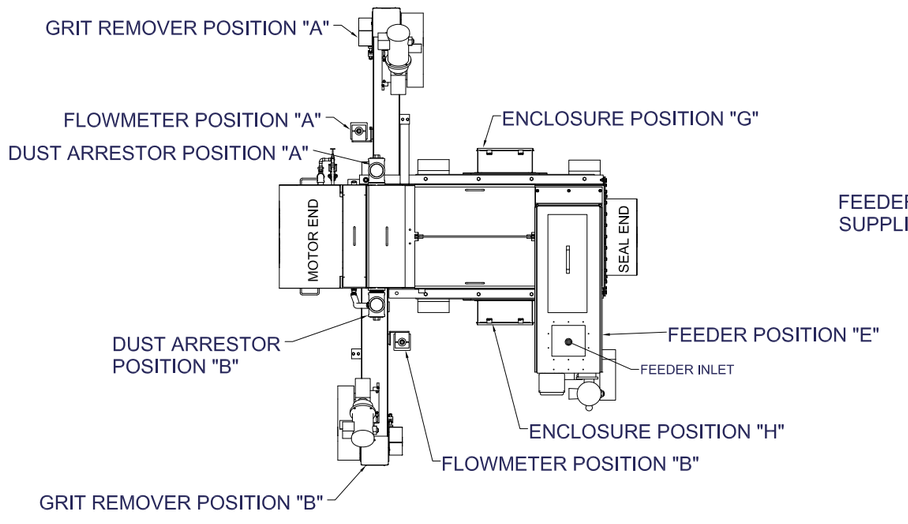


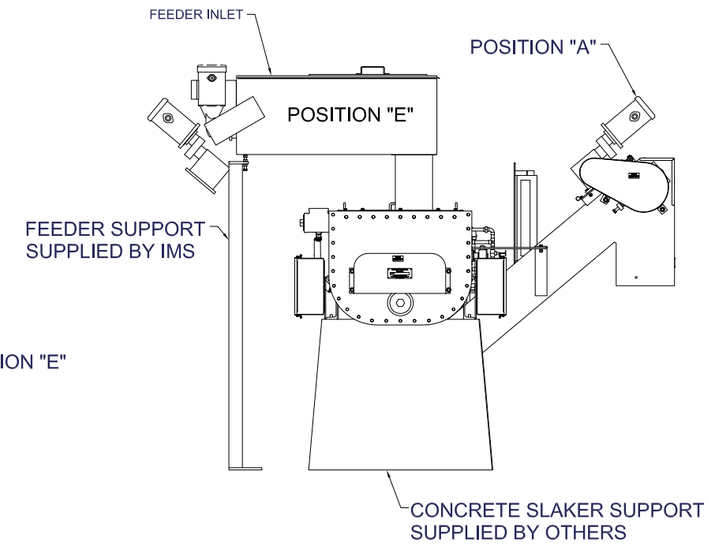
SLAKER SYSTEM COMPONENTS LOCATION GUIDELINES				
FEEDER LOCATION		C		
		D		
		E		
		F		
CONVEYOR GRIT REMOVER LOCATION	OPTION (#1)	A		
	DUST ARRESTOR	B		STANDARD
	WATER FLOW METER	A		STANDARD
CONVEYOR GRIT REMOVER LOCATION	OPTION (#2)	B		
	DUST ARRESTOR	A		STANDARD
	WATER FLOW METER	B		STANDARD
JUNCTION BOX LOCATION		G		
		H		

CUSTOMER TO SELECT:

- FEEDER
- CONVEYOR GRIT REMOVER &
- JUNCTION BOX LOCATION







THIRD ANGLE PROJECTION

ALL WELD SYMBOL DIMENSIONS ARE MINIMUM.
DIMENSIONS IN [mm] ARE MILLIMETERS.
DO NOT SCALE DRAWING

DRAWN PER ASME Y14.5M
UNLESS OTHERISE SPECIFIED
ALL DIMENSIONS ARE INCHES
AND TOLERANCES TO BE AS FOLLOWS.

FABRICATION	MACHINE
.XX +/- .06	.XXX +/-.005
.X +/- .13	.XX +/-.01
[X +/- .25]	.X +/- .03
< +/- .5	[X +/- .05]

STD: BORDER-11X17MI

BAR = 1" AT PLOT SCALE

REV	DESCRIPTION	DATE	DWN	CHKD	APVD	ECN
00	RELEASE FOR SALES USE	6/24/13	KAL			

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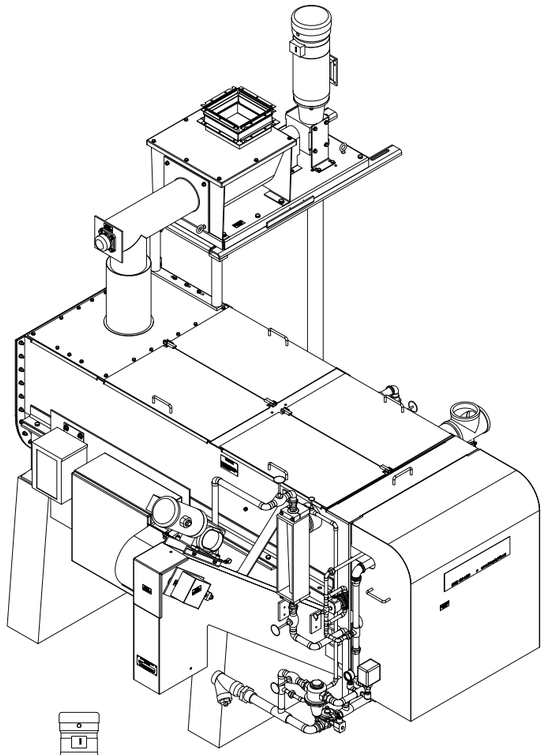
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ENGINEER	KAL	DATE 6/24/2013
MANAGER		DATE 6/24/2013
FILE:		
SCALE: NONE		

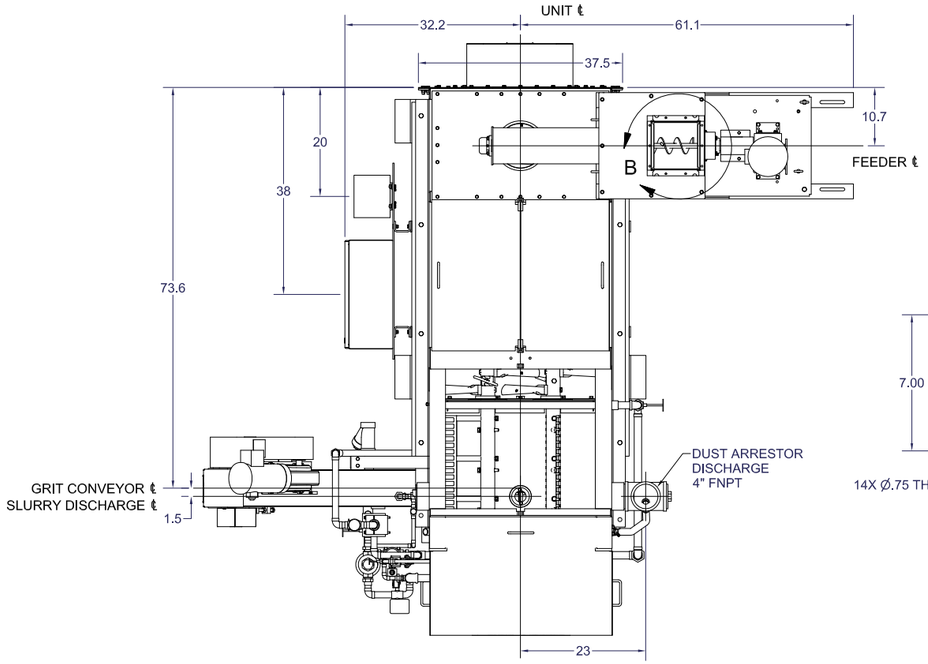
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CLIENT

Integrity MUNICIPAL SYSTEMS
500 E. WASHINGTON AVE., SUITE 80
ZEELAND, MI 49464, USA
TEL: 858-486-1620

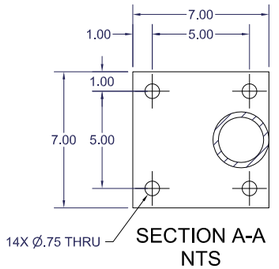
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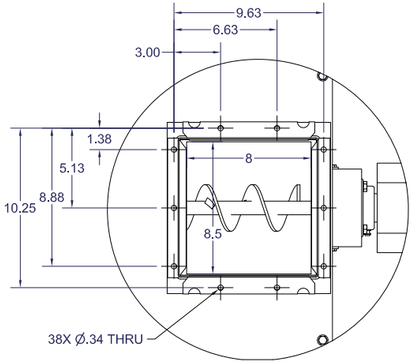


DRAWING TO BE USED FOR SALES PURPOSES ONLY

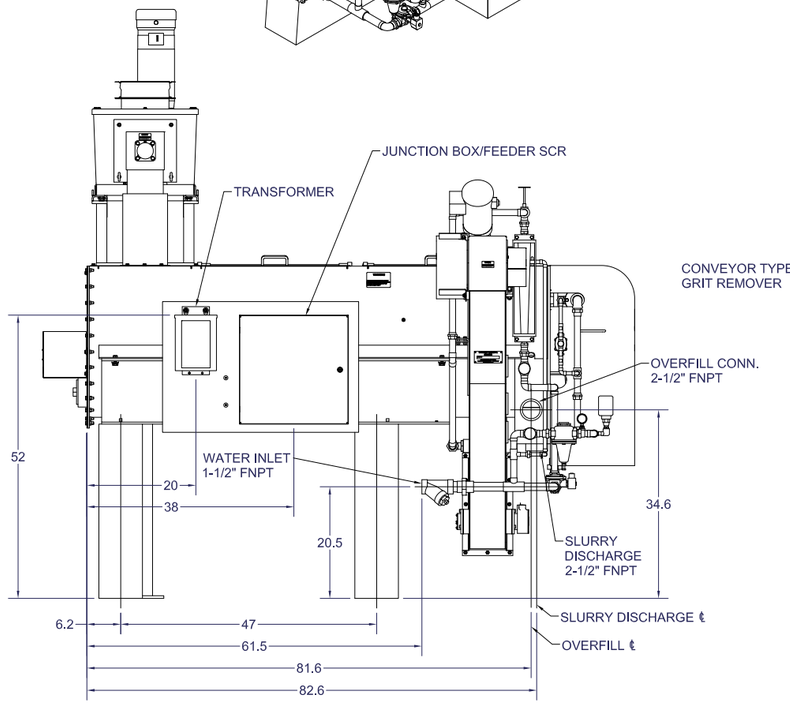
UNIT SHOWN CONSISTS OF:
4000PPH BASE SLAKER
32-300 SCREW FEEDER
CONVEYOR TYPE GRIT REMOVER
TRANSFORMER AND JUNCTION BOX UNIT MOUNTED

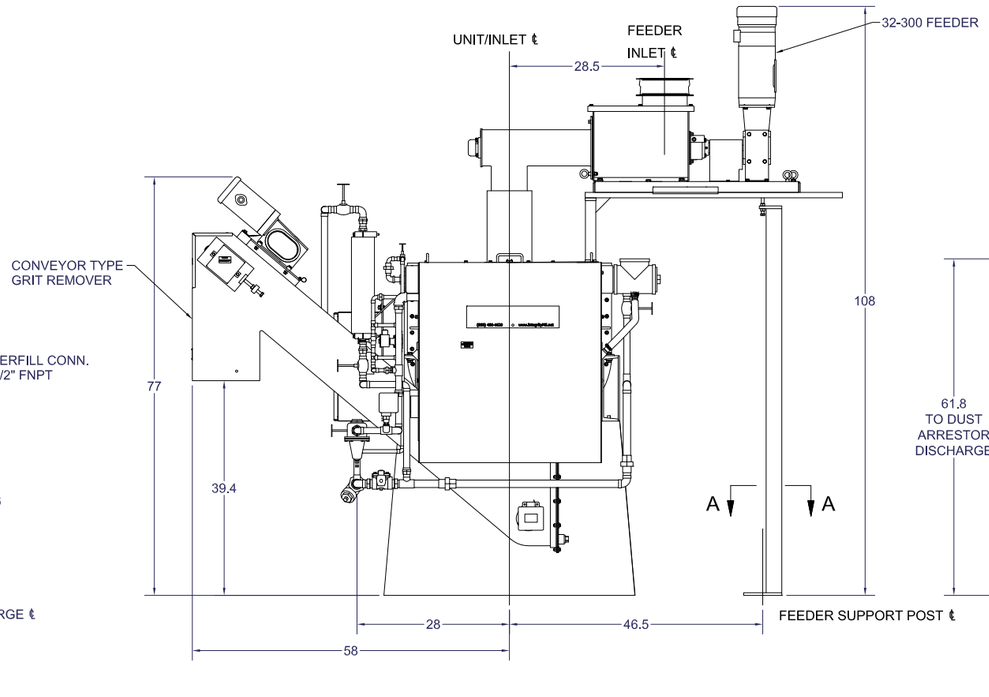


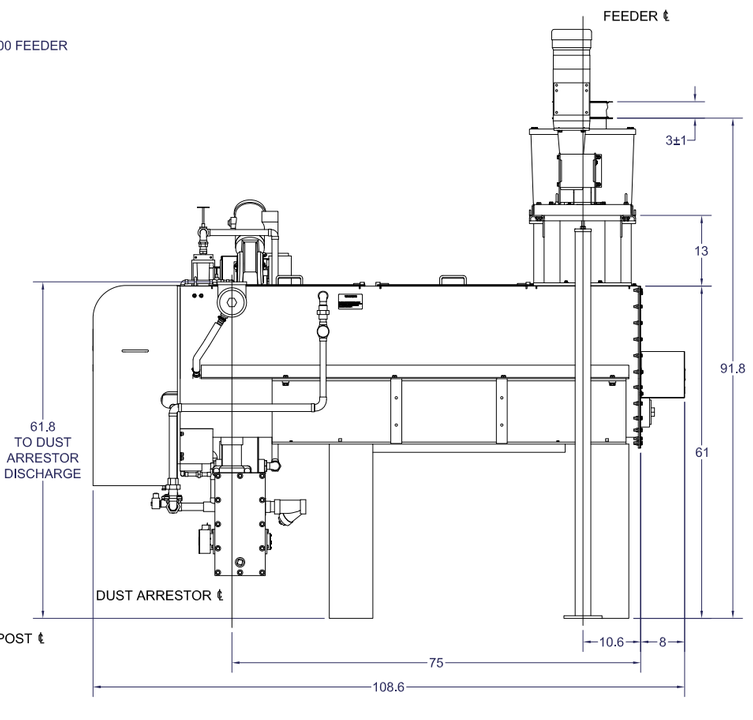
SECTION A-A
NTS



DETAIL B
NTS







THIRD ANGLE PROJECTION

ALL WELD SYMBOL DIMENSIONS ARE MINIMUM.
DIMENSIONS IN [mm] ARE MILLIMETERS.
DO NOT SCALE DRAWING

DRAWN PER ASME Y14.5M
UNLESS OTHERISE SPECIFIED
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.X +/- .13	.XX +/-.01
[X +/- .25]	.X +/- .03
< +/- .5	[X +/- .05]

REV	DESCRIPTION	DATE	DWN	CHKD	APVD	ECN
00	RELEASED FOR SALES USE ONLY	2/22/13	KAL			

STD: BORDER_11X17CA_0A BAR = 1" AT PLOT SCALE

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DESIGNER	KAL	DATE 2/21/2013
CHECKER		DATE
ENGINEER		DATE
MANAGER		DATE
FILE:		
SCALE:	NTS	

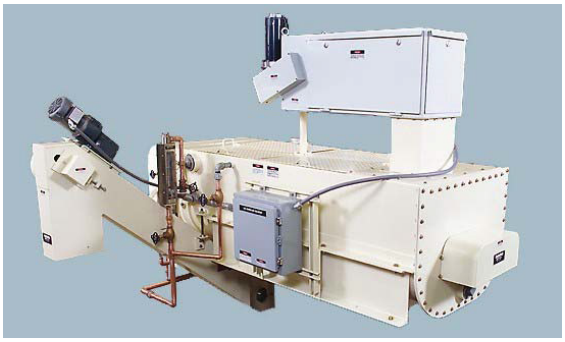
TITLE: SALES DRAWING
4000PPH W/ GRIT CONVEYOR & 32-300

CLIENT

Integrity MUNICIPAL SYSTEMS
500 E. WASHINGTON AVE., SUITE 80
ZEELAND, MI 49464, U.S.A.
TEL: 858-218-3750

PROJECT	CODE	DRAWING	SHEET	REV
	—	F4014	1 OF 1	00

Lime is one of the most common and economical chemicals used in the water and wastewater treatment process. The cost of commercial bulk hydrated lime or prepared lime slurry solutions, however, becomes prohibitive for installations requiring a continuous, high volume supply, typically greater than 45 kgs/hr (100 lbs/hr). To help alleviate this cost, on-site slaking or hydration is the ideal solution. The Series A-758 lime slaker provides for reliable, efficient slaking of various grades of quicklime (CaO) at a substantial savings over other slaking methods. Through the pioneering use of paste-type slaking technology, the Series A-758 lime slaker consistently produces a more reactive lime slurry requiring less energy and less operator attention. The compact size and flexible configuration make this pre-engineered system ideal for new and retrofit installations.



KEY BENEFITS

- Saves water, heat and power
- Economical and reliable on-site slaking
- Easy to install, unit is factory pre-tested
- Choice of final slurry concentration
- Flexible controls: manual, flow proportional, and automatic start-stop

FEATURES

Superior Paste-Slaking Process
Utilizing a 2:1 water-to-lime ratio, the A-758 unit slakes lime as paste which provides a number of benefits over the more traditional 4:1 water-to-lime or slurry slaking process. This includes less power, faster slaking, a smaller footprint and, most importantly, a more reactive lime slurry solution.

Saves Power
The 2:1 paste slaking process generates its own slaking heat from the hydration heat of reaction ($CaO+H_20 = Ca(OH)_2$ + Heat (490 btu/lb)). This avoids the need and expense of an external heat source, internal heat exchangers, and temperature control systems. Additionally, slow speed agitation requires one-half the horsepower of equivalent sized slurry slakers.

Fast Slaking
The low water-to-lime ratio and high self-generating heat of reaction completes the slaking process in approximately five minutes. This short retention time leads to efficient start-stop or batching operation and rapid changes in lime concentration when required.

Compact Size
The 2:1 slaking ratio and short retention time allows for a smaller slaking compartment without bulky insulation or any need for a water jacket. The A-758 lime slaker takes about 20% less floor space than other designs.

More Reactive Hydrate Particles
The intense heat [>82° C(180° F)] generated by the 2:1 slaking ratio subjects the quicklime to steam penetration. The resulting internal pressure promotes the fracturing of the quicklime into smaller, highly reactive particles. This means more surface area for more efficient lime usage.

Controlled Consistency
An automatic, torque-actuated water inlet valve provides precise, continuous control of paste consistency and, therefore, the slaking process. Variations in lime quality and feed rate are quickly recognized and the optimum slaking rate is maintained, without operator intervention.

Integrated System Design
The pre-engineered A-758 lime slaker system is available with a broad range of capacities, capabilities and control options:

- Four different capacities from 450 to 3600 kgs/hr (1000 to 8000 lbs/hr)
- Specific gravity classification or screen-type grit removal technology
- Gravimetric or volumetric belt-type lime feeders or screw-type lime feeder
- PLC or relay logic controls with an optional automatic batching function

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DESIGN AND OPERATION

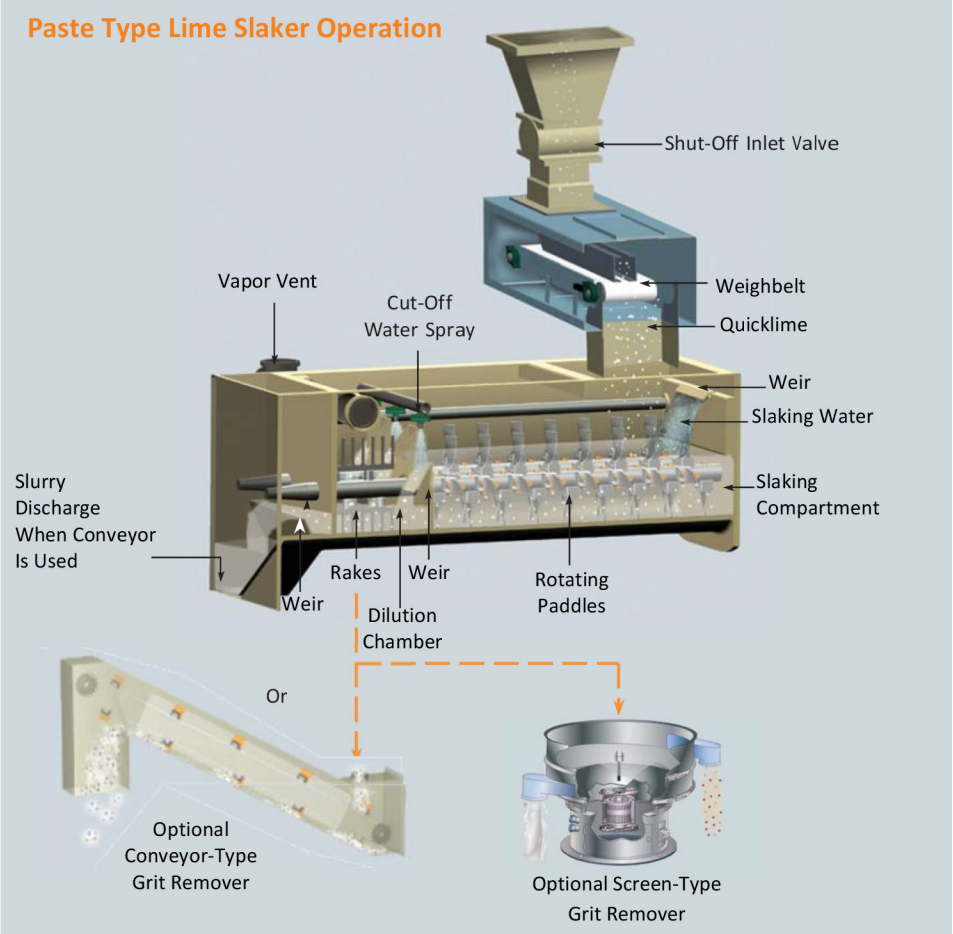
Water and quicklime (CaO) are fed into the slaker mixing compartment at an approximate 2:1 ratio. The lime is metered by either a gravimetric weighbelt feeder or a volumetric screw or belt-type feeder. Controlling the lime feedrate determines the output of the slaker system. The water flow is automatically controlled by a torque-sensitive water adjusting valve.

In the slaking compartment, two intermeshing paddle shafts, rotating in counter-clockwise directions, mix the quicklime and water into a paste-type composition, controlled by the torque valve to the 2:1 slaking ratio. Any variation in the paste consistency caused by vapor loss, lime quality or size fluctuations, or changes in the lime feed rate, results in a different torque load on the paddle shafts. This causes the torque valve to adjust the water flow to maintain the desired paste consistency.

The paste and entrained inert grit moves forward in a plug-flow fashion. After approximately 5 minutes, the completely slaked lime paste flows over a weir into the dilution compartment. Here water nozzles direct a cut-off spray to dilute the paste into a lime slurry at an approximate 4:1 concentration. This also releases the grit from the lime paste so that it can be removed. Two sets of rotating rakes keep the lime in suspension and help move the grit to the grit separator.

Dust and steam, generated by the exothermic reaction of the lime and water, are drawn off by an integral, water operated vapor-dust arrestor. The steam and dust are condensed and returned to the dilution compartment. Excess steam and water vapor are vented outside of the slaker.

A low water pressure switch in the torque valve piping is designed to stop the lime feeder when the supply pressure falls below the minimum operating requirement. This avoids heat build-up due to insufficient slaking water. The feeder automatically restarts when the pressure is restored.



CHOICE OF LIME FEEDERS

Reliable lime feed is required for proper operation of the lime slaker system. A selection of standard feeders is available to provide accurate CaO feed over a range of up to 20:1. This determines the operating range of the slaker along with lime reactivity.

Series 31-165 Gravimetric Weighbelt Feeder

A microprocessor controller unit that delivers an accuracy better than 1% of set rate over a 20:1 range. It features direct measurement of throughput for inventory control and complete alarm monitoring for any off-feed condition.



Series 32-215 Volumetric Belt-Type Feeder

Simple controls with a quick speed of response for changing feed rates. A no-feed alarm is available as an option.

Series 32-300 Volumetric Screw-Type Feeder

A rugged, heavy duty variable speed feeder with only five moving parts provides low maintenance and simple service.



CHOICE OF GRIT REMOVERS

All quicklime (CaO) contains a small amount of inert grit or unslaked material. To protect lime slurry pumps and piping, it is necessary to remove this grit as the slurry exits the slaker. The A-758 lime slaker is available with a choice of two different grit remover technologies:

Conveyor-Type Grit Remover

Grit particles are separated from the lime slurry based on their specific gravity. An up-flow of water is introduced into the dilution compartment of the slaker. The heavier grit particles fall through this flow to be subsequently removed by the chain and flight scraper. The operator can adjust the water flow to determine the size and amount of grit that is to be removed.



An accurate glass-tube flow meter is used to provide a fine degree of control and repeatability. This system removes virtually all grit down to 10 mesh in size and some portion of finer grit down to 40 mesh. Slurry concentrations up to 18% are achievable. Operation is simple and efficient with very low maintenance.

Screen-Type Grit Remover

In this system, grit particles are separated by size through a vibrating screen separator to provide positive grit removal. The lime slurry discharge passes through a 20 mesh screen (40 mesh optional), where grit is removed through an exit port. The slurry passes through the screen where it is delivered to the process or a stabilization tank. Slurry concentrations up to 20% are achievable. A high-strength slurry concentration, up to 28% at maximum feed rate, is available with this type of grit remover. This utilizes optional high velocity spray nozzles and a booster pump to decrease the amount of dilution water. This is ideal for installations where storage space is a consideration or in applications where excess water is limited in the process.



AUTOMATIC START-STOP CONTROL

The paste-type lime slaker is ideally suited for all types of control systems. In a continuous process, slaker operation remains constant. Lime slurry is continuously discharged while the lime feed rate can be varied to account for flow or process variations. Lime can be gravity flow, directly to the point of application without the need for costly slurry handling equipment. For batching applications, the slaker system can be automatically stopped and started from a single contact closure. The low water to lime ratio ensures a fast start-up to bring the slaker on line quickly. Both long-term (> 8 hours) and short-term (< 8 hours) shutdown modes are operator selectable.

Capacities
450, 900, 1800, and 3600 kg of quicklime per hour (1000, 2000, 4000, and 8000 lbs/hr).

Operating Range
Up to 20:1

Slaking Ratio
Approximately 2:1 water to lime by weight before dilution.

Lime Feeder
Three types of feeders available: Series 31-165 Gravimetric weighbelt feeder; Series 32-215 Volumetric belt-type feeder; and/or Series 32-300 screw-type feeder.

Control Panel
For local or remote mounting. NEMA 12; 230/460 VAC, 3 ph, standard; 115 VAC, 1 ph, optional (not available with 3600 kg/hr (8000 lb/hr) capacity).

Paddle Shaft Mixer Motors
452 kgs/hr (1000 lbs/hr) capacity - 1/2 hp;
900 kgs/hr (2000 lbs/hr) capacity - 1 hp;
1800 kgs/hr (4000 lbs/hr) capacity - 1-1/2 hp;
3600 kgs/hr (8000 lbs/hr) capacity - 2 hp;
Standard is 230/460 VAC, 60 hz, 3 ph.
Single phase motors are available up to 1800 kgs/hr (4000 lbs/hr).

Conveyor-Type Grit Remover Motors
1/4 hp, 230/460 VAC, 60 hz, 3 ph, totally enclosed. Also available in single phase up to 1800 kgs/hr (4000 lbs/hr) capacity units.

Screen-Type Grit Remover
450 kgs/hr (1000 lbs) slaker - 1/3 hp;
900 and 1800 kgs/hr (2000 lbs & 4000 lbs/hr) slakers –1/2 hp;
3600 kgs/hr (8000 lbs) slaker - 2-1/2 hp;
All motors are 230/460 VAC, 60 hz, 3 ph, 1200 RPM TENV.

Booster Pump Motors (High Slurry Concentration Option)
450 and 900 kgs/hr (1000 and 2000 lbs) slakers - 1/2 hp;
1800 kgs/hr (4000 lbs) slakers - 1 1/2 hp;
3600 kgs/hr (8000 lbs) slaker - 2 hp;
All motors are 230/460 VAC, 50/60 hz, 3 ph, TE turbine, all bronze housing. Note: Only available with screen-type grit remover.

Water Requirements
Recommended supply pressure for 450 to 1800 kgs/hr (1000, to 4000 lbs/hr) slakers, 2.7 bar (40 psi) minimum and 5.2 bar (75 psi) maximum; for the 3600 kgs/hr (8000 lbs/hr) slaker, 3.8 bar (55 psi) minimum and 5.2 bar (75 psi) maximum.

Control options

- Manual speed control of feeder via a potentiometer on the control panel.
- Automatic speed control of the lime feeder via a 4-20 mA input signal.
- Automatic batching and automatic system shut-down via optional start-stop configuration.

Dimensions
Complete dimension details can be found in catalog numbers WT.330.100.100.UA.CN to WT.330.100.126.UA.CN.

Total Slaker System Water Input at 40 psi (2.7 bar)

Slaker Size		Conveyor-Type Grit Remover (max 18% slurry concentration)		Screen-Type Grit Remover (max 20% slurry concentration)		Screen-Type Grit Remover (max 28% slurry concentration)	
Kg/hr	lbs/hr	lpm	gpm	lpm	gpm	lpm	gpm
450	1,000	57	15	45	12	34	9
900	2,000	91	24	76	20	64	17
1800	4,000	178	47	148	39	125	33
3600	8,000	405	107	360	95	246	65

Shipping and Operating Weights
Includes slaker, grit remover and feeder.

Capacities		Shipping		Operating	
Kg/hr	lbs/hr	kgs	lbs	kgs	lbs
450	1,000	1,900	2,400	1,410	3,110
900	2,000	1,330	2,930	1,895	4,180
1800	4,000	1,640	3,620	2,660	5,860
3600	8,000	3,335	7,350	6,160	13,580

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The Series 32-300 Screw Type Volumetric Feeders are designed for the demands of industrial-process applications. They meter dry and semi-dry powders and other free-flowing materials as well as pellets, flakes, chips, and other difficult materials with reliable accuracy and repeatability.

The heavy gauge steel construction stands up to the stress of long-running, high-volume bulk operations. Operation and control are simple and direct. There are only five moving parts. Power from the vertically mounted DC motor is transmitted through a right-angle gear reducer to the feed-screw shaft. A potentiometer on the SCR control sets the feed rate. Automatic control from an mA signal is available as an option. The compound feed screw comprises three screw elements welded to a heavy steel shaft. The interaction of the different-size-and-shape screw elements develops multi-level mixing of the process material. This produces a uniform material density and promotes complete filling of the feed-screw flights. Oversize sealed ball bearings support the one-piece, through-shaft at both ends. Interchangeable feed screws and discharge tubes, in six sizes, extend the versatile capabilities of these feeders. The standard 5- cubic foot hopper with steeply sloped sides is designed to promote an even flow of material to the feed screw.



KEY BENEFITS

- Heavy gauge construction
- Simple design
- Convenient controls and readouts
- Easy to maintain
- Smooth handling of difficult material flows

KEY ARRANGEMENTS

Model 32-300ST
This basic arrangement handles most dry materials, including powder, pellets, and flakes. Feed screw is available in 1”, 1½”, 2”, 3”, 4”, and 6” sizes. Maximum feed rates range from 2.6 to 500 cubic feet per hour.

Model 32-300SP
This model is specifically designed for difficult-to-feed materials. The agitator and conditioner segments of the feed screw are larger and set out at a greater radius from the shaft to handle oversize and irregularly shaped particles. The area in the mixing trough has been increased to provide greater mechanical clearances. The discharge port is larger; there is no down-spout to impede the flow. Standard metering screws are available in 3”, 4” and 6” sizes. Maximum feed rates range from 50 to 500 cubic feet per hour.

Model 32-300SN
This sanitary version of the basic Series 32-300 Feeder is designed specifically for applications in the food and pharmaceutical industries. All surfaces in contact with the process material are 304 stainless steel and polished to a No. 4 finish (316 stainless available on request). Welds are ground smooth and polished to avoid product build-up. Exterior metal surfaces are covered with a white (food grade) epoxy paint. A TEFE rear seal and white neoprene (food grade) gasketing are standard. Hand-secured clamps and turn-nuts allow easy disassembly for cleaning. The TENV DC motor is suited for wash-down maintenance. Feed screw is available in 1”, 1½”, 2”, 3”, 4” and 6” sizes. Maximum feed rates range from 2.6 to 500 cubic feet per hour.

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FEATURES

Advanced Engineering Design

The compound feed screw operates on three levels to condition the material and provide a smooth flow. The agitator segment, turning in an orbit outside the metering screw, releases air captured in the material. The de-aerated material fills the spiral lights of the metering screw. The outermost, conditioner segment on the feed screw has a reverse pitch. The back-mixing effect prevents material jamming in the trough.



Versatile

Six screw sizes are available for capacities from 2.6 to 500 cubic feet per hour. The feeder can be controlled manually or by an mA signal. Basic feeder can process material at temperatures to 150° F: higher with optional TFE seal.

Reliable Performance

The simple, direct mechanical linkage has only five moving parts (drive, coupling, screw, and two bearings). Power from the vertically mounted DC motor is transmitted through a right-angle gear reducer. The feed screw is directly coupled to the gear reducer.

Structural Strength

Heavy gauge steel is used throughout. Feed-screw shaft is a single-piece through-shaft and is supported at both ends by sealed ball bearings. Agitator, conditioner, and metering screw segments are all welded to the shaft for strong unitized construction.

Simplified Control

Feeder controls are centralized in a NEMA 4 enclosure that can be mounted at the feeder or remote. Toggle switches set the operating mode. A potentiometer controls feed rate, and an optional analog meter provides readout of feed rate in percent of full scale.

DESIGN AND OPERATION

The Series 32-300 Volumetric Feeder is powered by an SCR-controlled DC motor. A gear reducer converts the high speed motor-shaft rotation to a low speed, high-torque drive for the feed-screw shaft. Sealed ball bearings support the single-piece through-shaft at both ends. The agitator-conditioner compound feed screw is contoured to produce uniform material density. The agitator segment moves through the material outside the metering screw loosening and freeing the particles for maximum deaeration. This allows material to flow around the metering screw. As the material progresses toward the feed tube, it thoroughly fills the spiral lights of the metering screw. The reverse pitch of the conditioner segment develops a back-mix action that prevents material from piling up in the forward section of the trough. This eliminates dead pockets of material. The interaction of the large-diameter-outrigger segments conditions the material and avoids bridging. The standard hopper has a capacity of five cubic feet and steeply sloped sides for good material flow to the feed screw. A pneumatic-hopper vibrator is available for materials with poor flow characteristics. All controls are housed in a NEMA 4 enclosure that can be mounted on the feeder or remote. A potentiometer enables accurate pre- setting of the feed rate and excellent repeatability. An optional arrangement with an analog-speed-readout meter is available. Arrangements that accept a 1-5, 4-20, or 10-50 mA control signal have a second potentiometer for trimming the mA signal to the desired feed rate.

Control Arrangements

The basic manual SCR-control arrangement has a three-digit speed-adjust potentiometer for controlling the feed rate. Pushbuttons set the percent of maximum speed at which the motor is to operate. A toggle switch starts and stops the feeder. An arrangement with an analog-percent-readout meter is available. In the automatic arrangement, the feed rate is controlled by an mA input signal. A potentiometer trims the input signal to produce the desired speed rate. Speed-readout meter is standard with the automatic mA arrangement. This arrangement also has a speed-adjust potentiometer and can be operated in manual or remote mA mode. All SCR-control arrangements are available in optional versions which are Factory Manual approved as dust-ignition-proof* for Class II, Divisions 1 and 2, Groups E, F, and G, and Class III, Division 1 hazardous locations, as defined by Article 500 National Electrical Code.

Hoppering

An optional hopper section with a 1.5-cubic-foot capacity can replace the basic hopper to provide interface with the line of hoppers and accessories. These include converging, loading, extension, and storage hoppers in square or cylindrical shapes, and in a variety of sizes. They are offered in a choice of floor-above-supported or feeder-supported configurations. Dust collectors are available in different sizes, floor-mounted or feeder-supported. Bag loaders come in 1-bag and 2-bag models. Other accessories include screens, covers, shut-off gates, flexible connections, and installation hardware. A plate adapts dust collectors and bag loaders to cylindrical hoppers of various diameters (2, 3, or 4 ft.).

APPLICATIONS

Continuous Feeding

Feeding of one or more bulk materials, by volume, at a controlled feed rate. Feed rate is set as a percent of full scale and can be controlled by a remote-process signal.

Continuous Proportioning

Feeding of two or more bulk materials, by volume, at controlled feed rates set in proportion to a specified master ingredient or control feeding by volume of two or more bulk materials in proportions set at the feeders for overall- formula requirements. Alternately, several feeder outputs can be controlled using a master set station which provides a common rate-signal. Each feeder will feed at a ratio pre-set at this station.

Batching

Controlled feeding of one or more bulk materials for repeat production of preset lot quantities. Feed rates are set at the feeders as a percent of full scale. Batch size can be determined by feeder-on time as preset on a timer or by a signal from a controller that automatically shuts off the feeders when a specified condition (weight, level, etc.) has been achieved.

Industry Applications

- Proportioning of virgin PVC pellets, color, resin, and regrind material into plastics extrusion processes
- Feeding bentonite and sand in foundary mold production
- Feeding crushed limestone into fluidized-bed-conbustion processes
- Feeding of organic powders in pharmaceutical manufacturing
- Feeding of powered clay and pigments in the production of tile and brick
- Batching milk powder and salt in the production of cream cheese
- Feeding of spice premix in processed food production
- Feeding of diatomaceous earth as an oil filter aid in the cold-roll aluminum sheet rolling process

Short Description

This feeder is a Series 32-300 Screw-Type Volumetric Feeder with electric-variable-speed control. Full scale capacity is 2.6 to 500 cubic feet per hour depending on feed-screw size. Operating range is 20:1. The feeder consists of an SCR variable-speed drive in NEMA 4 enclosure; DC motor; right-angle speed-reducer gear box; a three-element compound feed screw; a 5-cubic foot hopper; a mixing trough and a discharge tube extension. A steel base supports the feeder and all components. SCR-control arrangements can be local manual, remote manual, start-stop, or automatic mA. Speed readout is available with start-stop and automatic arrangements. A three-digit pushbutton potentiometer adjusts motor speed. With the automatic mA arrangement, the feed rate is controlled by a 1-5, 4-20, or 10-50 mA DC process-control input. A panel-mounted potentiometer trims the signal to a percent of maximum to produce the speed-rate required. The walls of the hopper are steeply sloped and a pneumatic vibrator is available. Feeder and hopper are heavy gauge steel construction. In the sanitary arrangement, surfaces in contact with the process material are 304 stainless steel (optional 316 SS is available) polished to a #4 finish: food-grade white neoprene gaskets and TFE rear seal are standard. Feed screws are available in 1", 1-1/2", 2", 3", 4", and 6" sizes for the standard and sanitary models, 3", 4", and 6" sizes for the model for difficult-to-feed materials. A 1.5-cubic-foot hopper is available for interfacing with standard hoppering equipment.

TECHNICAL DATA

Accuracy

With uniform free-flowing materials, accuracies of 1% to 2% of full scale can be achieved. It must be realized, however, that with material delivery controlled on a basis of volume, many factors apply: Material flowability, density at the feed screw, hopper size and shape are only a few of the factors which determine accuracy. Actual accuracy can be established only by running sample material tests.

Capacity

2.6; 7; 17; 50; 150; and 500 cubic feet per hour.

Maximum Temperature

Ambient, 120° F; process material, 150° F standard or 250° F with optional TFE seal.

Process-Control Output

1-5, 4-20, or 10-50 mA DC.

Input Impedance

Maximum is 100 ohms for 10-50 mA, 270 ohms for 4-20 mA and 1,000 ohms for 1-5 mA.

Motors

TENV, ¾ hp, 1 hp, 1½ hp (an explosion-proof* UL Listed motor and tachometer are available for use in Class I, Divisions 1 and 2, Group D and Class II, Divisions 1 and 2, Groups F and G hazardous locations).

Control Arrangements

- Manual
- Remote manual
- Start-stop
- Automatic from mA process signal

Housing

SCR drive and controls are in a NEMA 4 housing, can be feeder-mounted or remote.

Options

Extended-length feed screws and discharge tubes, 316 stainless steel construction, a tachometer-generator with meter calibrated in percent of maximum for feedrate readout, 2-cubic-foot hoppers, pneumatic-vibrating hopper trough covers to interface with live-bottom bins. TFE seals for material temperatures to 250° F, UL Listed motors and tachometers, a 1.5 cubic-foot section to interface with hoppers in many sizes and variations as described on page 4.

Continuous Operating Range

20:1

Weight (Shipping Weight)

300 lb. to (400 lb)

*As defined by Article 500 National Electrical Code



Integrity Municipal Systems (IMS) is a specialty engineering company devoted to the design and supply of innovative, pre-assembled, process solutions for the water and wastewater industry. With over 25 years of systems engineering innovation and project execution, the IMS team has the knowledge and dedication to tackle your odor control and chemical feed needs. IMS has achieved a reputation for producing unique, practical, and cost-effective solutions for our customers. We are committed to providing quality, service, and overall value that exceed your expectations.

Lime Slaker Systems (A-758 & A-758 Plus)



The A-758 and A-758 Plus IMS Lime Slaker Systems provide continuous high volume lime slurries (up to 8,000 lbs/hour) for industrial and municipal process pH adjustment, flocculation, and chemical reaction. The superior paste-type slaking technology consistently produces a higher strength and more reactive lime slurry resulting in more efficient and more economical use of the quicklime. Systems are factory assembled and tested for quick and easy installation, and include options for lime feed and grit removal.

Lime Slaker Feeders



Series 31-165 Gravimetric Feeder



Series 32-215 Volumetric Feeder



Series 32-300 Volumetric Feeder

Chemical Feed Systems

IMS chemical feed systems are pre-assembled, fully-functional chemical delivery systems for water treatment applications. These compact, user-friendly chemical skids include local storage tanks, full secondary containment, dosing pumps, instrumentation and controls. Systems are piped and wired at the factory for easy and quick hook-up.



Fluoride Feed System

IMS Fluoride Feed Systems use sodium fluoride for community water fluoridation. They are designed with separate saturator and solution tanks, unlike conventional methods, to assure complete saturation, high reliability, low maintenance and ease of use.





Aqueous Ammonia Feed System

IMS packaged Aqueous Ammonia Feed Systems are used in the formation of chloramines for disinfection. The system includes a heavy-duty pressure rated aqueous ammonia storage tank, integral ammonia fume scrubber, peristaltic dosing pump, instrumentation and controls in a fully contained, pre-assembled skid. Optional enclosure, shown right, is ideal for outdoor or remote locations. The FRP shelter houses the equipment in an air conditioned environment and comes complete with lighting, ventilation fan, and breaker panel.

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Odor Control Systems

Standardized, pre-engineered, factory assembled odor control systems for treating odors at sewage pump stations and wastewater treatment plants. Systems are simple to install, reducing installed cost and delivery time.



Biological Odor Control Systems

The I-BOx™ Biological Odor Control System (Patent Pending) uses a two-stage process with a biological stage to remove 99% of the hydrogen sulfide (H_2S), followed by an activated carbon polishing stage to remove residual H_2S and organic odors. Standard models are available to treat up to 5,000 cfrm (8,500 m^3/h) of odorous air.

Carbon Odor Control Systems

The carbon adsorber odor control systems consist of an exhaust fan, damper, interconnecting ductwork, vessel with activated carbon (3 ft. bed) and a control panel. The carbon odor control systems are designed to work with a wide selection of media: virgin activated carbon for low odor level, and high capacity carbon for higher H_2S concentrations.



MCS Carbon Odor Control System

- Standard models are available to treat up to 1,400 cfm (2400 m^3/h) of odorous air in a single carbon stage.



BCS Carbon Odor Control System

- Standard models treat up to 6,800 cfm (11600 m^3/h) in a single carbon stage and up to 20,000 cfm (34000 m^3/h) in a dual carbon bed system.

Emergency Chlorine Scrubbers

IMS wet emergency chlorine scrubber systems contain and treat accidental releases of chlorine gas, limiting the atmospheric release of chlorine to less than 1 ppm. The compact scrubber systems are factory pre-assembled, piped, wired and tested, with a low profile suitable for either indoor or outdoor installation. The system design surpasses the requirements of the Uniform Fire Code.



EVS-150

This multi-stage wet scrubber system treats chlorine vapors from a bank of 150lb (70kg) chlorine cylinders, at leak rates of 28 lbs/min or more.



EVS-2000

This multi-stage wet scrubber system treats up to 3-Ton of chlorine vapor, at leak rates of 100 lbs/min or more.

EVS-2000C

The EVS-2000C emergency chlorine scrubber is a multi-stage wet scrubber system designed to treat up to 1-Ton of chlorine vapor, at leak rates of 100 lbs/min or more.

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Integrity MUNICIPAL SYSTEMS

Legislation Details (With Text)

File #:	16-20	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	1/15/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	Approve a Resolution Amending the FY2016 Budget to Establish the Reserve for Health Insurance (Self-funded Insurance) and to Establish the FY2016 Budget for Fund 530 Health Insurance Fund. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2016.pdf BAF-UT-Health Insurance Reserve WS (4-12-16) 16-0.pdf BAF-FN Fund 530 Claims Fees Funding (4-12-16) 16-020.pdf BAF-FN Fund 530 Reserve (4-12-16) 16-020.pdf BAF-FN Health Insurance Reserve GF (4-12-16) 16-020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 16, 2016
Agenda Date: April 12, 2016
Prepared By: Anne Quesada, Accounting Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve a Resolution Amending the FY2016 Budget to Establish the Reserve for Health Insurance (Self-funded Insurance) and to Establish the FY2016 Budget for Fund 530 Health Insurance Fund.

BACKGROUND:

On April 14, 2015, City Council approved the transition to a self-funded medical insurance plan for FY2016 and future years and authorized the City Manager to work with the City's insurance broker to negotiate administrative and reinsurance agreements. On August 25, 2015, City Council approved the FY 2016 benefit renewal for medical insurance under a self-funded plan, including the acquisition of Specific Stop Loss and Aggregate Stop Loss insurance policies. Florida Statute 112.08 requires self-funded plan sponsors to hold a minimum of sixty (60) days of claims in reserve which are estimated to be $651,801. Additional reserves are required to cover potential incurred but not reported (IBNR) claims which are estimated to be $158,730. These costs will be split 50/50 between General Fund and Water/Sewer Fund using each fund's fund balance reserves. A budget amendment is required to establish these required self-funded reserves in the new Internal Service Fund 530 Health Insurance Fund and to establish the FY2016 budget for health insurance claims, estimated to be $3,967,386.12; fees that will be paid to the third party administrator, estimated to be

$234,210.72; Specific Stop Loss Insurance for $609,776.40; and Aggregate Stop Loss Insurance for $20,814.24.

Staff recommends that City Council approve a Resolution amending the FY2016 Budget to establish the required Reserve for Health Insurance and to establish the FY2016 Budget for Fund 530 Health Insurance Fund.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability: Implementing the self-insurance plan gives the City more flexibility over health insurance costs to enhance fiscal sustainability.

BUDGETARY IMPACT:

Budgeted, Yes, however the new Self-Insurance Fund (530) and the required reserve must be established.

If not budgeted, is amendment/transfer attached? Yes

To establish Reserve for Health Insurance

Amount Requested	$405,266
Account Number	001-0000-389.99-50 General Fund Reserves
Amount Requested	$405,266
Account Number	001-1600-581.91-53 Transfer to Health Insurance Fund
Amount Requested	$405,266
Account Number	421-0000-389.99-50 Water/Sewer Fund Reserves
Amount Requested	$405,266
Account Number	421-4010-581.91-53 Transfer to Health Insurance Fund
Amount Requested	$405,266
Account Number	530-0000-381.91-01 Transfer from General Fund
Amount Requested	$405,266
Account Number	530-0000-381.91-21 Transfer from Water/Sewer Fund
Amount Requested	$810,532
Account Number	530-1801-513.23-00 Life/Health Insurance

To establish FY2016 Budget for Health Insurance Claims & Fees in the 530 Fund

Amount Requested	$4,832,189
Account Number	530-0000-341.20-00 Internal Service Fees
Amount Requested	$3,967,387
Account Number	530-1801-513.23-00 Life/Health Insurance
Amount Requested	$864,802
Account Number	530-1801-513.31-00 Professional Services

PREVIOUS ACTION:

On April 14, 2015, City Council provided approval to transition to a self-funded medical plan for FY2016 and authorized the City Manager to work with the City's insurance broker to negotiate administrative and reinsurance agreements.

On August 25, 2015, City Council approved the proposed fiscal year 2016 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and authorized the City Manager to sign related agreements.

On August 25, 2015, City Council approved Resolution No. 2015-049 approving the removal of $500,000 of Committed Fund Balance with the understanding that the City would be legally required to establish a reserve for self-funded health insurance.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2016 Budget to Establish the Reserve for Health Insurance (Self-funded Insurance) and to Establish the FY2016 Budget for Fund 530 Health Insurance Fund.

RESOLUTION NO. 2016-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/16/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 405,266	421-0000-389.99-50		FUND BAL.-APPROP. RESERVES	$ 28,292,684	$ 30,726,319	$ 31,131,585	$ 31,131,585
$ 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
$ 405,266	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 405,266	421-4010-581.91-53		TRF TO HEALTH INSURANCE FUND 530	$ 0	$ 0	$ 405,266	$ 405,266
$ 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
$ 405,266	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Establish the required reserves for self-funded medical insurance: (1) F.S. 112.08 requires self-funded plan sponsors to hold a minimum of 60 days of claims in reserve = $651,801 shared equally by General Fund ($325,901) and Water/Sewer Fund ($325,901). (2) Additional reserves to cover potential IBNR claims = $158,730 shared equally by General Fund ($79,365) and Water/Sewer Fund ($79,365).$325,901 + 79,365 = $405,266. Agenda #16-020

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/12/16 *RESOLUTION #:* 2016-32

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

3/16/16	Anne Quesada Digitally signed by Anne Quesada Date: 2016.03.16 08:15:21 -04'00'	3/18/16	Lea Taylor Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.03.18 08:33:33 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/16/16	John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.03.17 14:50:00 -04'00'	3/18/16	Lora Howell Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.03.18 08:48:36 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

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Legislation Details (With Text)

File #:	16-105	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	3/16/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	To Authorize the City Manager to Approve Change Order #1 to Purchase Order No. 67114 issued to Ace Flow Control, Longwood, Florida, for Additional Testing, Repair, and Replacement Activities Associated with the City's Cross Connection Control Program, Project Number WS13BC, and for City Council to approve a Resolution adjusting the FY2016 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CCC Program Ace Budget Update_3_7_16.pdf Budget Resolution FY2016 BAF-UT-REPAIRS MAINTENANCE (4-12-16).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 16, 2016
Agenda Date: April 12, 2016
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to approve Change Order #1 to Purchase Order No. 67114 issued to Ace Flow Control, Longwood, Florida, for Additional Testing, Repair, and Replacement Activities Associated with the City's Cross Connection Control Program, Project Number WS13BC, and for the City Council to approve a Resolution adjusting the FY2016 Budget.

BACKGROUND:

The City of Cocoa Utilities Department maintains a Cross Connection Control (CCC) Program as regulated by the Florida Department of Environmental Protection (FDEP) and as described in the City of Cocoa's *Cross Connection Control Manual*. This program requires periodic inspections, surveys, testing, and documentation of backflow prevention assemblies and devices at residential and commercial customer sites to help eliminate and control actual or potential cross connections with the City's potable water distribution system.

In May 2014 City Council awarded Bid B-14-07-COC "CCC Program Services" to Ace Flow Control, Longwood, Florida, to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices. The contractor was issued a purchase order and commenced work on commercial backflows in July 2014. In September 2014 and September 2015

City Council approved the continuation of work with Ace Flow Control.

Field data for the first quarter of FY16 shows a higher than anticipated number of testable residential devices. In addition, an increase in backflow related work orders has reduced the availability of Utilities Staff to assist in the repair and replacement of failed commercial and fire line CCC devices. In order to meet FDEP requirements, the Utilities Department requests an authorization to add $210,707.85 to Purchase Order No. 67114 for additional technical field support.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$210,707.85
Account Number	421-4025-536.46-00, WS13BC
Account Name	Repairs & Maintenance
Source of Funds	Operating Revenue
Change Order Amount	$210,707.85
Original Purchase Order	67114
Original Purchase Order Amount	$600,000
Total Change Orders to Date	1
Total Amount in Change Orders to Date	$210,707.85

PREVIOUS ACTION:

In May 2014 City Council awarded bid B-14-07-COC, “CCC Program Services” to Ace Flow Control, Longwood, Florida, to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices.

In September 2014 City Council approved the continuation of work for FY 2015 with Ace Flow Control to provide Cross Connection Control (CCC) technical field services.

In September 2015 City Council approved the continuation of work for FY 2016 with Ace Flow Control to provide Cross Connection Control (CCC) technical field services.

RECOMMENDED MOTION:

To Authorize the City Manager to approve Change Order #1 to Purchase Order No. 67114 issued to Ace Flow Control, Longwood, Florida, for Additional Testing, Repair, and Replacement Activities Associated with the City’s Cross Connection Control Program, Project Number WS13BC and for the City Council to approve a Resolution adjusting the FY2016 Budget.

CCC Program Budgeting for FY16

Ace Flow Control Budget Summary

Task Amount Modifications

Tasks	Estimated Totals in May 2015	Updated Totals in February 2016	ACE Unit Costs	Total FY16 Costs	Cost Difference
Surveys					
Commercial	0	0	$13.60	$0.00	
Fire Lines	0	0	$13.60	$0.00	
Residential	36,500	30,000	$13.60	$408,000.00	-$88,400.00
Testing and Repair - 2" and Under					
Commercial	2,555	2,555	$37.25	$95,173.75	
Fire Lines	0	729	$57.90	$42,209.10	$42,209.10
Residential	100	4,800	$37.25	$178,800.00	$175,075.00
Testing - Over 2"					
Commercial	74	74	$45.00	$3,330.00	
Fire Lines	0	621	$80.00	$49,680.00	$49,680.00
Repair - Over 2"					
Commercial	0	0			
Fire Lines	0	0			
Replacement (In Kind) - 2" and Under					
Commercial	0	121	$95.00	$11,495.00	$11,495.00
Fire Lines	0	10	$114.00	$1,140.00	$1,140.00
Residential (double check)	0	0			
Replacement (In Kind) - Over 2"					
Commercial	0	18	$1,160.00	$20,880.00	$20,880.00
Fire Lines	0	57			
			Updated FY16 Total	$810,707.85	$212,079.10
			City PO 67114	$600,000.00	
			Change Order Amount	**$210,707.85**	

RESOLUTION NO. 2016-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 this 12th day of April, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

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Legislation Details (With Text)

File #:	16-133	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	3/31/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	To Approve a Resolution adjusting the FY 2016 Budget, accounting for four firefighters retirement accrual payouts, using a combination of excess overtime budget and Contingency. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2016.pdf File 16-133 BA Form Resolution 2016-34.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 31, 2016
Agenda Date: April 12, 2016
Prepared By: Lora Howell, Deputy Finance Director
Through: Teri Butler, CGFO, Finance Director
Requested Action:
To Approve a Resolution adjusting the FY 2016 Budget, accounting for four firefighters retirement accrual payouts, using a combination of excess overtime budget and Contingency.

BACKGROUND:

During the FY2016 Budget process, the Fire Department's overtime budget was inadvertently over budgeted at $234,424 due to a clerical budget error. The correct overtime budget amount is $82,190.

Staff is recommending adjusting the payroll account balances due to the retirement or DROP entry of four firefighters using a combination of the excess overtime budget and contingency.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted in the wrong line items Yes

If not budgeted, is amendment/transfer attached? Yes

From:
Amount Requested $137,234
Account Number 001-2201-522-14-00
Account Name Overtime

Amount Requested $15,438
Account Number 001-1600-513-39-00
Account Name Contingency

To:
Amount Requested $98,075
Account Number 001-2201-522-12-12
Account Name Accrual Payouts

Amount Requested $7,491
Account Number 001-2201-522-21-00
Account Name FICA TAXES

Amount Requested $42,324
Account Number 001-2201-522-22-01
Account Name Retirement Contributions

Amount Requested $4,782
Account Number 001-2201-522-24-00
Account Name Workers Compensation

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
To Approve a Resolution adjusting the FY 2016 Budget, accounting for four firefighters retirement accrual payouts, using a combination of excess overtime budget and Contingency.

RESOLUTION NO. 2016-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 04/01/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 137,234)	001-2201-522.14-00		OVERTIME	$ 191,737	$ 171,468	$ 34,234	$ 31,380
($ 15,438)	001-1600-513.39-00		CONTINGENCY	$ 0	$ 0	($ 15,438)	$ 156,030
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 152,672)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 98,075	001-2201-522.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 98,075	$ 98,075
$ 7,491	001-2201-522.21-00		FICA TAXES	$ 182,946	$ 191,516	$ 199,007	$ 113,615
$ 42,324	001-2201-522.22-01		RETIREMENT CONTRIBUTIONS	$ 1,273,978	$ 1,339,405	$ 1,381,729	$ 491,572
$ 4,782	001-2201-522.24-00		WORKER'S COMPENSATION	$ 175,169	$ 181,117	$ 185,899	$ 105,330
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 152,672	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is required to cover the Accrual Payouts for M. Silverman, E. Mohesky, J. Lewis and D. Piper.
Agenda #16-133

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/12/16 *RESOLUTION #:* 2016-34

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

4/1/16	Lea Taylor (Digitally signed by Lea Taylor, DN: dc=org, dc=cocoafl, cn=CH, cn=Lea Taylor, email=taylor@cocoafl.org, Date: 2016.04.01 09:25:31 -04'00')	4/1/16	Lea Taylor (Digitally signed by Lea Taylor, DN: dc=org, dc=cocoafl, cn=CH, cn=Lea Taylor, email=taylor@cocoafl.org, Date: 2016.04.01 16:36:54 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/1/16	Jonathan Lamm (Digitally signed by Jonathan Lamm, DN: dc=org, dc=cocoafl, cn=Public Administration, cn=Jonathan Lamm, email=jlamm@cocoafl.org, Date: 2016.04.01 16:24:27 -04'00')	4/1/16	Lora Howell (Digitally signed by Lora Howell, DN: dc=org, dc=cocoafl, cn=CH, cn=Lora Howell, email=lhowell@cocoafl.org, Date: 2016.04.01 16:39:07 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/18/15 - IT

Legislation Details (With Text)

File #:	16-97	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	3/11/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	To Award Bid No. B-16-05-COC, Sellers WRF MCC and Conduit Replacement Project to Chinchor Electric, Inc., of Enterprise, Florida, for Construction of the Motor Control Centers 1 - 6 and Conduit Replacement, Project No. WS1222; To Approve as a Multi-Year Contract from FY2016 through FY2017; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $212,218.20 (10% Contingency); and To Authorize the City Manager to Execute the Contract. (Utilities Director)			
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-16-05-COC Bid Memo B-16-05-COC Bid Tabulation Res Budget Amendment - MCC Bid Award File 16-97 BA Form.pdf Resolution Project Contingency - MCC Section 500 (signed)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2016
Agenda Date: April 12, 2016
Prepared By: Rodney Isaac, E.I., Associate Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid No. B-16-05-COC, Sellers WRF MCC and Conduit Replacement Project to Chinchor Electric, Inc., of Enterprise, Florida, for Construction of the Motor Control Centers 1 - 6 and Conduit Replacement, Project No. WS1222; To Approve as a Multi-Year Contract from FY2016 through FY2017; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $212,218.20 (10% Contingency); and To Authorize the City Manager to Execute the Contract

BACKGROUND:

The replacement of the Motor Control Centers (MCCs) 1 through 6 and conduit replacement was identified in the Wastewater Capital Plan, receiving the second highest overall risk score. The scope of work for this project is to furnish all labor, materials, equipment and incidentals required and replace the MCCs, Variable Frequency Drives (VFDs), wire, and conduit in their entirety. The MCCs and VFDs are the backbone of the electrical power system at the WRF, distributing power and often

providing control of the mechanical equipment necessary to maintain the high level of wastewater treatment currently provided. The MCCs, VFDs, wire, and conduit were placed in service in approximately 1991 and are in need of replacement after 25 years in service. The MCCs and VFDs also have a very outdated level of surge protection that leaves the electrical and mechanical equipment at the WRF with minimal protection in the event of a lightning strike or power surge. The original conduit was made of galvanized steel which has failed due to the corrosive soils leaving bare wire in the ground and creating a safety hazard for operations staff.

The purpose of the project is to update the electrical system at the Jerry Sellers WRF, reducing the safety hazard, and providing new reliable electrical equipment. Upon completion of this project the MCCs and VFDs will be replaced with modern electrical equipment containing surge protection devices that meet the requirements of the current National Electric Code. New wire will be installed in PVC conduit which will withstand the corrosive environment and provide a longer service life than the original galvanized steel conduit. As a result of this project the risk of lightning strikes or power surges damaging the existing infrastructure will be reduced, and the new conduit will provide protection for the buried wire at the WRF reducing the safety hazard to operations staff.

On November 25, 2014, City Council approved Task Order No. 27 with CDM Smith Inc. to provide design services for the MCCs 1 through 6 and Conduit Replacement Project.

On December 8, 2015, City Council approved Task Order No. 33 with CDM Smith Inc. to provide bidding and construction services for the MCCs 1 through 6 and Conduit Replacement Project.

On February 18, 2016, Purchasing sent out seven hundred twenty-four (724) invitations and notifications to bid and received two (2) responses from twenty-eight (28) plan holders. The apparent low bidder is Chinchor Electric, Inc., of Enterprise, Florida, with a low bid of $$2,122,182.

City staff is also requesting that City Council approve an additional $212,218.20 as a contingency for the project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, with a project of this size there is always a possibility of unknown obstacles in the field that would require changes to the project.

The additional $212,218.20 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

Staff and Michael Scullion of CDM Smith Inc. request approval to award bid to Chinchor Electric, Inc. as the lowest and most qualified bidder for the MCCs 1 through 6 and Conduit Replacement Project.

The City budgeted $1,086,000 for the construction of the Motor Control Centers 1 through 6 and Conduit Replacement project under Account Number 421-4120-536.63-00, WS1222.
A budget transfer is necessary to fully fund this project.

Contractor Bid	$2,122,182.00
Construction Contingency	$ 212,218.20 (10%)
Total Project Cost:	$2,334,400.20

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$2,334,400.20
Account Number	421-4120-536.63-00, WS1222
Account Name	Infrastructure
Source of Funds	421-4055-536.63-00, WS16ST Infrastructure ($298,066)
	421-4120-536.64-00, WS16SF, Machinery & Equipment ($1,345,070)

FUTURE FISCAL YEAR IMPACTS: FY2016 - FY2017:

FY2016:
Amount Required: $ 334,400.20

FY2017:
Amount Required: $ 2,000,000.00

TOTAL COST FOR MULTI-YEAR CONTRACT: $2,334,400.20

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Award Bid No. B-16-05-COC, MCCs 1 through 6 and Conduit Replacement to Chinchor Electric, Inc., of Enterprise, Florida, for Construction of the Motor Control Centers 1 - 6 and Conduit Replacement, Project No. WS1222; To Approve as a Multi-Year Contract from FY2016 through FY2017; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not exceed $212,218.20 (10% Contingency); and To Authorize the City Manager to Execute the Contract.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: R. Don Stevens, Superintendent

From: Sonja Hamilton-Suarez, Purchasing Manager

Date: 2/18/15

Re: **Bid #B-16-05-COC SELLERS WRF MCC CONDUIT REPLACEMENT PROJECT**

Bids for the subject offering were opened on February 18, 2016 at 10:00 a.m. Purchasing sent out seven hundred twenty-four (724) invitations and notifications to bid and received two (2) responses from twenty-eight (28) plan holders.

THE APPARENT LOW BIDDER IS CHINCHOR ELECTRIC, INC., OF ENTERPRISE, FL.

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, February 18, 2016

BID NUMBER: B-16-05-COC Sellers MCC Conduit Replacement Project

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	00310 Schedule of Unit Prices	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate of Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.	00675 Trench Safety
Chinchor Electric, Inc. P.O. Box 4311 Enterprise, FL 32725-4311	Y	NA	Y	Y	Y	$ 2,122,182.00	N/A	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Moran Construction Inc. 113 King Street Cocoa, FL 32922	Y	NA	Y	Y	Y	$ 2,774,854.00	N/A	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

	Receipt of (4)Addendum
	Y
	Y

RESOLUTION NO. 2016-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 this 12th day of April, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 03/15/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,345,070)	421-4120-536.64-00	WS16SF	Machinery & Equipment	$ 1,792,200	$ 1,795,212	$ 450,142	$ 18,609
($ 298,066)	421-4055-536.63-00	WS16ST	Infrastructure	$ 29,832,102	$ 31,454,312	$ 31,156,246	$ 10,485,291
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 1,643,136)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,643,136	421-4120-536.63-00	WS1222	Infrastructure	$ 1,286,000	$ 1,256,000	$ 2,899,136	$ 2,334,402
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,643,136	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional funds are needed to cover costs of Bid B-16-05-COC, Motor Control Centers (MCCs) 1 - 6 and Conduit Replacement project at the Sellers Water Reclamation Plant. Agenda #16-097

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/12/16 *RESOLUTION #:* 2016-36

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

3/16/16	Norma Hernandez Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2016.03.16 11:43:06 -04'00'	3/21/16	Lea Taylor Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.03.21 11:07:10 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/16/16	John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.03.16 13:43:41 -04'00'	3/21/16	Anne Quesada Digitally signed by Anne Quesada Date: 2016.03.21 11:22:02 -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. 2016-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE SELLERS WRF MOTOR CONTROL CENTERS 1 – 6 AND CONDUIT REPLACEMENT, PROJECT NO. WS1222, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10 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, 2016, the City Council authorized the City Manager to proceed with the Sellers WRF Motor Control Centers 1 – 6 and Conduit Replacement, Project No. WS1222, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Sellers WRF Motor Control Centers 1 – 6 and Conduit Replacement, Project No. WS1222, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $2,334,400.20 budgeted by the City Council for the project inclusive of the 10% contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders 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, 2016.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

SECTION 00500

FORM OF AGREEMENT

This Agreement made and entered into on the 7th day of March, 2016 by and between Chinchor Electric, Inc. hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

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

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within thirty (30) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within three hundred sixty five (365) calendar days and totally complete all work in its entirety within four hundred (400) calendar days of Notice to Proceed or Purchase Order. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of one thousand ($1,000.00) per calendar day.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

Two Million One Hundred Twenty Two Thousand $ 2,122,182.00
(Written in Words) One Hundred Eight Two & 00/100 (In Figures)

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Agreement and will be based on complete work in place. Also, the contractor shall: (1) Provide evidence that he is actually paying for the materials that he has been paid for, and (2) Provide a Consent of Surety for the progress payments.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this

contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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.

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 polices and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ 2,122,182.00 with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to

correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. **ATTORNEY FEES AND COSTS** - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. **FULLY NEGOTIATED AGREEMENT** - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

i. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or

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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

v. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

(b) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

ARTICLE 21 TERMINATION Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the even of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

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

ARTICLE 22. INDEMNIFICATION

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses,

damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

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

(b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

ARTICLE 24. NO JOINT VENTURE Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. THIRD PARTY RIGHTS Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

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

(c) If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR Chinchor Electric Inc.

Signed and sealed by the Contractor ~~I~~the presence of:

BY_____
(CONTRACTOR) Timothy J. Chinchor

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

Legislation Details (With Text)

File #:	16-101	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Multi-Year Contract
File created:	3/14/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	To approve a multi-year contract Addendum #3 renewal to participate in a cooperative purchase agreement for printing, sorting, stuffing and mailing statement billing for monthly water customers, utilizing the City of Melbourne, Melbourne, Florida service agreement, number 12-133-0-2012 which was awarded by Melbourne City Council to AXIS, INC. on March 15, 2013 and to authorize the City Manager to sign the appropriate contract. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Addendum #3 to Service Agreement Contract No. 12-133-0-2012 Addendum #2 to Service Agreement Contract No. 12-133-0-2012 Addendum #1 to Service Agreement Contract No. 12-133-0-2012 Cathedral Service Contract No. 12-133-0-2012 Amendment #1 to Service Agreement Contract No. 12-133-0-2012 Melbourne's RFP with Cathedral				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2016
Agenda Date: April 12, 2016
Prepared By: Jessica Dovale, Utility Customer Service Manager
Through: Teri Butler, Finance Director
Requested Action:

To approve a multi-year contract Addendum #3 renewal to participate in a cooperative purchase agreement for printing, sorting, stuffing and mailing statement billing for monthly water customers, utilizing the City of Melbourne, Melbourne, Florida service agreement, number 12-133-0-2012 which was awarded by Melbourne City Council to AXIS, INC. on March 15, 2013 and to authorize the City Manager to sign the appropriate contract.

BACKGROUND:

The City of Cocoa generates approximately 80,000 water bills per month.

The approximate printing, sorting, and stuffing of envelopes costs $8,200 per month. The approximate postage for mailing costs $30,000 per month.

Staff is requesting Council to approve Addendum #3 to Extend Term of Agreement for an additional

two year period starting June 1, 2016 and ending May 31, 2018 and to authorize the City Manager to sign the appropriate contract.

Previous Actions:

- On September 14, 2004, Cocoa City Council approved the participation in a cooperative purchasing agreement for printing, sorting, stuffing and mailing the monthly water bills utilizing the City of Melbourne's service agreement effective February 1, 2005 through September, 2006, with renewal options for two (2) additional twenty-four (24) months successive terms at the same rate.

- In March of 2008, Melbourne went out for bid and AXIS was, again, awarded the contract for June 1, 2008 through May 31, 2010 with one additional three year renewal for the same rate.

- On September 14, 2010, Cocoa City Council approved the cooperative purchase agreement with AXIS, through May 31, 2013.

- On March 15, 2013 Melbourne went out for bid and AXIS was again, awarded the contract for March 1, 2013 through May 31, 2014 with renewal for (2) additional twenty-four (24) month periods by mutual agreement.

- On April 23, 2013, Cocoa City Council approved the cooperative purchase agreement with AXIS, through May 31, 2014.

- On October 1, 2013 AXIS enacted the envelope portion of the contract as the former contract with American Business Solutions Expirers.

- On May 24, 2014, City Manager consented to Assignment of Contract from Advanced Xeropgraphis Imaging Systems, Inc. to AXIS Data Solutions, Inc., a wholly-owned subsidiary of Cathedral Corporation.

- On May 24, 2014, City Manager authorized the first, two year addendum to extend the term of agreement with Cathedral Corporation (formerly AXIS), through May 31, 2016.

- On October 27, 2015, Cocoa City Council approved 7 months of postage to mail out the monthly utility bills (November 2015 through May 2016).

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$32,800
Account Number	001-1510-536.34-00
Account Name	Contract Services

Amount Requested	$120,000
Account Number	001-1510-536.42-00
Account Name	Freight and Postage Services

Estimated Cost FY2017 (Oct-Sept)
Contract Services $458,400

Estimated Cost FY2018 (Oct-May)
Contract Services $458,400

RECOMMENDED MOTION:

To approve a multi-year contract Addendum #3 renewal to participate in a cooperative purchase agreement for printing, sorting, stuffing and mailing statement billing for monthly water customers, utilizing the City of Melbourne, Melbourne, Florida service agreement, number 12-133-0-2012 which was awarded by Melbourne City Council to AXIS, INC. on March 15, 2013 and to authorize the City Manager to sign the appropriate contract.

CITY OF COCOA UTILITIES
PIGGY BACK AGREEMENT TO
CITY OF MELBOURNE CONTRACT NO. 12-133-0-2012
UTILITY BILLING SERVICES

ADDENDUM TO EXTEND TERM OF AGREEMENT

Cathedral Corporation ("Cathedral") and the City of Cocoa ("CLIENT") agree to extend the City of Cocoa Piggy Back Agreement to the City of Melbourne Contract No. 12-133-0-2012 for an additional two year period starting June 1, 2016 and ending May 31, 2018.

Attached to this Addendum is a copy of the executed Contract Amendment to the City of Melbourne Contract No. 12-133-0-2012 authorizing the two year contract extension.

All other terms and conditions of the Agreement shall not change and remain in effect.

	CLIENT:
CATHEDRAL CORPORATION	City of Cocoa
_____	_____
Signature	
_____	_____
Name	Name (Type or Print)
_____	_____
Title	Title
_____	_____
Date	Date

Cathedral Corporation
6851 TPC Drive, Orlando, FL 32822-5141 • 800-852-3174
Telephone 407-351-0232 • Fax 407-363-4586
www.cathedralcorporation.com

City of Melbourne
SIXTH AMENDMENT TO SERVICE CONTRACT

UTILITY BILLING SERVICES- TERM CONTRACT
CONTRACT # 12-133-0-2012

This Sixth Amendment to Service Contract No. 12-133-0-2012, Utility Billing Services, dated ~~February 14, 2013~~ March 1st, 2016 is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue (the "CITY") and **CATHEDRAL CORPORATION**, a New York corporation whose address is 632 Ellsworth Road, Rome, New York 13440, (the CONTRACTOR") (Collectively the "Parties").

The City and the Contractor agree as follows:

1. The Contract entered into on February 13, 2013, is hereby renewed for an additional twenty-four (24) months term beginning June 1, 2016 through May 31, 2018.

2. Except as expressly provided in this Sixth Amendment to service Contract No. 12-133-0-2012, Utility Billing Services, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party.

The Parties duly execute this amendment to become effective as of the date first written above.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

By: Lanaee L. Gilmore Date 3-14-16
Lanaee Gilmore, CPPO, CPPB
Its: Procurement & Contracts Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

CATHEDRAL CORPORATION
A New York corporation

By: David R Salazar Date 3-11-2016
Name: David Salazar
Its: Executive Vice President
632 Ellsworth Road
Rome, New York 13440

CITY OF COCOA UTILITIES
PIGGY BACK AGREEMENT TO
CITY OF MELBOURNE CONTRACT NO. 12-133-0-2012
UTILITY BILLING SERVICES

ADDENDUM TO EXTEND TERM OF AGREEMENT
May 20, 2014

Advanced Xerographics Imaging Systems, Inc. ("AXIS") and the City of Cocoa ("CLIENT") agree to extend the City of Cocoa Piggy Back Agreement to the City of Melbourne Contract No.12-133-0-2012 for Utility Billing Services for an additional two year period starting June 1, 2014 and ending May 31, 2016.

Attached to this Addendum is a copy of the executed Contract Amendment #2 to the City of Melbourne Contract No. 12-133-0-2012 authorizing the two year contract extension.

All other terms and conditions of the Agreement, as amended, will remain in effect.

.AXIS:

Advanced Xerographics Imaging Systems, Inc.

Alice W. Culp

Executive Vice President

Date: 5/30/14

CLIENT:

City of Cocoa

By: John A. Titkanich, Jr.

Title: City Manager

Date: 5/27/2014

AXIS
DATA SOLUTIONS

CITY OF COCOA UTILITIES
PIGGY BACK AGREEMENT TO CITY OF MELBOURNE UTILITIES
CLIENT SERVICE AGREEMENT
ADDENDUM #1
TO SERVICE AGREEMENT CONTRACT NO. 12-133-0-2012

The CLIENT agrees to the following changes and charges described in the original CLIENT SERVICE AGREEMENT dated February 13, 2013.

1. All assumptions from the original agreement remain the same except for the following items.
2. See Amendment #1 to Service Agreement Contract No. (12-133-0-2012)

The PARTIES agree to be bound by the terms and conditions documented in the original Client Service Agreement.

Advanced Xerographics Imaging Systems, Inc.
(AXIS, Inc.)

Lori Foerster

Lori Foerster, Account Executive

4-4-13
Date

Client:

City of Cocoa
By: (Company Name)

Signature

Henry U. Parrish III
Name (Type or Print)

Mayor
Title

April 23, 2013
Date

AXIS, Inc. • 6851 TPC Drive, Orlando, FL 32822-5141 • 800-852-3174
Telephone 407-351-0232 • Fax 407-363-4586
www.axisdatasolutions.com



12-133-0-2012
UTILITY BILLING SERVICES

Award Date: February 12, 2013, by City Council

Period of Contract: March 1, 2013 through May 31, 2014 [Subject to renewal for two (2) additional twenty-four (24) month periods by mutual agreement of both Parties.]

THIS CONTRACT is entered into this 13th day of February, 2013 by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and ADVANCED XEROGRAPHICS IMAGING SERVICES, INC. dba AXIS DATA SOLUTIONS, hereinafter referred to as the **CONTRACTOR**, a corporation legally organized and existing under the laws of the State of Florida.



CITY CONTACT INFORMATION:	CONTRACTOR CONTACT INFORMATION:
UTILITY BILLING DIVISION	Axis Data Solutions
Wayne Rosser, Financial Syst. Admin.	David Salazar, President
900 E. Strawbridge Avenue.	6851 TPC Drive
Melbourne, FL 32901	Orlando, FL 32822
Email: wrosser@melbourneflorida.org	Email: dsalazar@axisorlando.com
Phone: 321-608-7170 / Fax: 321-608-7199	Phone: 800-852-3174/ Fax: 407-363-4586

Whereas the CITY Issued Request for Proposal # RFP-12-133-0-2012 on December 17, 2012; and

Whereas the CITY wishes to award a contract pursuant to that process; and

Whereas CONTRACTOR wishes to provide product and/or services requested in the RFP;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, CONTRACTOR and the CITY do hereby agree as follows:

1. CONTRACTOR agrees to supply and deliver such commodity or service in accordance with the terms, conditions, and specifications of the RFP, including Attachments and Addenda, and CONTRACTOR'S response, signed and dated January 8, 2013 for the prices stated in **ATTACHMENT A**. The RFP, all associated documents and CONTRACTOR'S response are incorporated and made a part of this contract.

2. The City further wish to clarify the following:

   a. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:

      - The terms and conditions of RFP number RFP-12-133-0-2012 including all Appendices and Addenda

- The terms and conditions of CONTRACTOR'S response to the RFP, including both original response signed and dated.

b. This Agreement may be amended only by written agreement of the parties.

c. Remedies: This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Brevard County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

City of Melbourne
On Florida's SpaceCoast

900 E. Strawbridge Avenue
Melbourne, FL 32901

Michael A. McNees 2-14-13
Michael McNees Date
City Manager

Attest:
By: _____
Cathleen A. Wysor
City Clerk

AXIS DATA SOLUTIONS

DAVID R SALAZAR President
Name/Title of Authorized Representative

Sign Here
David R Salazar 2/21/13
Signature Date

Attest:
By: Claudia I. Alvarado
Sign Here



12-133-0-2012
UTILITY BILLING SERVICES

This Amendment to the Contract for the printing and mailing of utility bills is made and entered into as of **March 15, 2013**, between the City of Melbourne and **Advanced Xerographics Imaging Services, Inc., dba Axis Data Solutions**, hereinafter referred to as the CONTRACTOR.

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

The Contract is hereby amended to reflect the following:

Revisions:

1. The City agrees to the changes and charges CONTRACTOR submitted via email on March 12, 2013 (See Attachment A to this Amendment).

The parties do hereby agree to **revise** the Contract under the same terms, conditions, covenants, agreements, and provisions, stipulations of said agreement.

All other terms of the Contract remain the same.

IN WITNESS WHEREOF:

City of Melbourne
On Florida's SpaceCoast

900 East Strawbridge Avenue
Melbourne, Florida 32901

AXIS DATA SOLUTIONS

DAVID R. SALAZAR PRESIDENT
Name/Title of Authorized Representative

David N. McCue 3/16/2013
David N. McCue, C.P.M., A.P.P. Date
Purchasing Manager

Sign Here
David R Salazar 3/19/2013
Signature Date

ATTACHMENT A
To Amendment # 1

AXIS
DATA SOLUTIONS

CITY OF MELBOURNE
AMENDMENT #1 TO SERVICE AGREEMENT
CONTRACT NO. (12-133-0-2012)

The CUSTOMER agrees to the following changes and charges described in the original CUSTOMER SERVICE AGREEMENT dated February 13, 2013.

1. All assumptions from the original agreement remain the same except for the following item(s).
2. The fees listed below are based on processing from 1 – 5 billing cycles each month.
3. If laser printing is required on the back either stagnant or variable, in black or with one highlight color, it will be charged at $.0125/impression.
4. AXIS will charge the following fee for formatting and processing of Regular/Final, email and presentment of Statements based on the total volume for each CUSTOMER'S Cycle Size. This will be the total of all files received on each cycle.

   4a. Quantities up to and including 12,000, the price listed below are based on a custom form preprinted one color on the front with one color on the back. This has variable laser printing in black on one side.

• 1-3,000 Utility Notices	$ 0.1630	per notice
• 3,001 - 9,000 Utility Notices	$ 0.1250	per notice
• 9,001 - 12,000 Utility Notices	$ 0.0810	per notice

   4b. Quantities over 12,000 the price listed below are based on a generic form printed one color on the front and one color on the back. This has variable laser printing in black on one side.

• 12,001 and over Utility Notices	$ 0.0545	per notice

5. AXIS will charge the following fee for #10 Single Window Mailing Envelopes printed one color. Pricing is based on the volume mailed for each Customer's Cycle Size.

• 1-3,000 Utility Notices	$0.0315	per notice
• 3,001 - 9,000 Utility Notices	$0.0294	per notice
• 9,001 - 11,000 Utility Notices	$0.0249	per notice
• 11,001 and over Utility Notices	$0.0190	per notice

AXIS, Inc. • 6851 TPC Drive, Orlando, FL 32822-5141 • 800-852-3174
Telephone 407 351 0232 • Fax 407-363 4586
www.axisdatasolutions.com

ATTACHMENT A
To Amendment # 1

AXIS
DATA SOLUTIONS

6. AXIS will charge the following fee for #9 Single Window Mailing Envelopes printed one color. Pricing is based on the volume mailed with a #9 for each Customer's Cycle Size:

• 1-2,500 Utility Notices	$0.0267	per notice
• 2,501 - 7,500 Utility Notices	$0.0249	per notice
• 7,501 - 8,500 Utility Notices	$0.0211	per notice
• 8,501 and over Utility Notices	$0.0166	per notice

7. AXIS will charge the following fee for email delivery of invoices/bills for each Customer's Cycle Size that has adopted email delivery. This fee is in addition to the formatting fee listed in Item #4a or #4b above and includes the creation of the pdf for that notice.

• 1 - 500	$0.081	per notice
• 501 - 1000	$0.079	per notice
• 1001 - 3,000 Utility Notices	$0.077	per notice
• 3,001 - 9,000 Utility Notices	$0.075	per notice
• 9,001 - 12,000 Utility Notices	$0.070	per notice
• 12,001 and over Utility Notices	$0.065	per notice

Optional Items from Attachment A of RFP #12-133-0-2012 remain the same. Those are:

8. Any additional inserts that are requested for insertion into the mailing envelope will be charged a fee of $0.01/insert.

9. Any laser printing with variable highlight color will be charged at $0.005/impression.

10. Any pdfs created for notices and/or accounts that are not associated with the email or presentment (e.g. CD/DVD Archive) will be charged $0.015 to create each pdf.

ATTACHMENT A
To Amendment # 1

AXIS
DATA SOLUTIONS

Optional Upgrades over and above RFP #12-133-0-2012 requirements:

11. AXIS will charge the following fee for electronic hosting and presentment of invoices/bills for each Customer's Cycle Size that has adopted presentment services. This fee is in addition to the formatting fee listed in Item #4a or #4b above and includes the creation of the pdf for that notice.

• 1 - 500	$0.101	per notice
• 501 - 1000	$0.099	per notice
• 1001 - 3,000 Utility Notices	$0.097	per notice
• 3,001 - 9,000 Utility Notices	$0.095	per notice
• 9,001 - 11,000 Utility Notices	$0.090	per notice
• 11,001 and over Utility Notices	$0.085	per notice

12. AXIS does maintain an additional processing fee of $500 per month for daily cycle processing for more than 5 cycles per month.

The PARTIES agree to be bound by the terms and conditions documented in the original Customer Service Agreement.

SIGNATURES:

City of Melbourne

By: _____

Title: Purchasing Manager

Date: 3/16/2013

Advanced Xerographics Imaging Systems, Inc. (AXIS Data Solutions)

By: _____

Title: President

Date: March 12, 2013



900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7062 • Fax (321) 608-7070

REQUEST FOR PROPOSAL COVER SHEET

RFP TITLE:	UTILITY BILLING SERVICES – TERM CONTRACT
PROPOSAL #:	RFP-12-133-0-2012
ISSUE DATE:	DECEMBER 14, 2012
DUE DATE and TIME:	JANUARY 10, 2013 3:00 PM EST Proposals will NOT be received after this time.
PROPOSAL OPENING LOC:	Purchasing Division, 900 E. Strawbridge Avenue, Melbourne, FL 32901
ANTICIPATED AWARD DATE:	FEBRUARY 12, 2013
ANTICIPATED START:	SET UP MARCH 1, 2013 – BILLING TO COMMENCE JUNE 1, 2013
PRE-PROPOSAL CONFERENCE: ☐ YES ☒ NO	MANDATORY: ☐ YES ☐ NO ☒ NOT APPLICABLE
MTG DATE: N/A	MTG LOCATION: N/A
Inquiries regarding this Proposal must be submitted in writing via email, fax, or mail on or before:	January 3, 2013 by 1:00 PM — All correspondence must reference the Proposal number.
PROPOSAL CONTACT:	Brigitte Bache, Buyer Melbourne City Hall 900 E. Strawbridge Ave Melbourne, FL 32901 Phone: (321) 608-7063 Fax: (321) 608-7070 E-mail: bbache@melbourneflorida.org
PROPOSAL SECURITY: ☐YES ☒ NO	AMOUNT: N/A — PERFORMANCE BOND: ☐ YES ☒ NO — AMOUNT: N/A

If proposal security is required as indicated above: Each Proposal MUST be accompanied by a certified check or cashier's check, treasurer's check or bank draft drawn on any National or State Bank (personal or company checks are not acceptable) or bid bond in the amount stated above, made payable to the City of Melbourne. The Proposal security provides evidence of good faith and insures that the successful OFFEROR will execute a contract in accordance with the terms, conditions, and prices contained in the Proposal. Proposal deposit checks will be returned following award of successful OFFEROR.

Companies interested in doing business with the City are able to register and maintain their registration via the internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from Demandstar of relevant opportunities with the City of Melbourne.

This document is available via the internet at www.DemandStar.com. Adobe Acrobat@ Reader is required to view electronic documents on-line. Businesses without internet access may contact City of Melbourne's Purchasing Division at (321) 608-7062 for these documents.

The City is not responsible for the content of any bid package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

ON-LINE PROVIDER DISCLAIMER:
Demandstar.com has no affiliation with the City of Melbourne other than as a service that facilitates communication between the City and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the City. Communications to DemandStar.com do not constitute communications to the City.

David N. McCue, C.P.M., A.P.P.
Purchasing Manager

INSTRUCTIONS/REQUIRED DOCUMENTS

READ THE ENTIRE RFP DOCUMENT CAREFULLY IN ORDER TO KNOW EXACTLY WHAT WILL BE EXPECTED OF YOU SHOULD YOU BE AWARDED THE PURCHASE OR CONTRACT!

Sealed proposals **[one original – marked "ORIGINAL" - and THREE (3) COMPLETE copies + one (1) compact disc or USB flash drive]** will be received in the Purchasing Division until the date and time indicated on RFP coversheet. It is the sole responsibility of the OFFEROR to insure that its proposal is delivered to the Purchasing Division in its entirety by the due date and time. The official clock to be used for submitting any proposal documents is the time/date stamp located in the Purchasing Division of Melbourne City Hall.

All proposals shall be submitted in SEALED envelopes and mailed or delivered to:



City of Melbourne Purchasing Division
900 E Strawbridge Avenue – 2nd floor
Melbourne, Florida 32901.

The outside of the SEALED envelope shall plainly identify the Proposal by: COMPANY, PROPOSAL NUMBER, TITLE, AND DATE AND TIME OF PROPOSAL OPENING.

Required Documents: The OFFEROR shall provide, with submission of their proposal, all required forms and documents listed below. Proposals will be subject to rejection if all required forms and documents are not submitted with proposal package. RETURN ONLY THE REQUIRED DOCUMENTS.	
1	OFFEROR RESPONSE SHEET/ ADDENDUM RECEIPT VERIFICATION (Original signed, in ink, by authorized representative.) Page 3
2	DRUG FREE WORKPLACE CERTIFICATION - Page 4
3	SUBMITTAL REQUIREMENTS LISTED UNDER SECTION VI. OF THIS SOLICITATION
4	ATTACHMENT A – COST SERVICES ANALYSIS FORM
OTHER REQUIRED DOCUMENTATION:	
5	IF APPLICABLE: A COPY OF ALL LICENSES AND CERTIFICATES NECESSARY TO PERFORM THE WORK SPECIFIED IN THIS PROPOSAL MUST BE INCLUDED WITH THE PROPOSAL AT THE TIME OF SUBMISSION.
If NOT responding to this Request for Proposal please complete, sign and return the following form:	
6	STATEMENT OF NO PROPOSAL FORM - PAGE 5
	RETURN ONLY THE REQUIRED DOCUMENTS. PLEASE DO NOT RETURN EVERY PAGE OF THIS REQUEST FOR PROPOSAL!!!

NOTE: THE ITEMS LISTED ABOVE ARE REQUIRED FOR SUBMISSION WITH YOUR PROPOSAL PACKAGE. FAILURE TO SUBMIT ANY OF THE REQUIRED ITEMS MAY RESULT IN REJECTION OF THE PROPOSAL. PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE PLACED, UNOPENED, IN PROPOSAL FILE.

IT IS THE OFFEROR'S RESPONSIBILITY TO CONTACT THE PURCHASING OFFICE PRIOR TO SUBMITTING A PROPOSAL TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED.

PROMPTLY NOTIFY THE PURCHASING DIVISION OF ALL CONFLICTS, ERRORS, AMBIGUITIES, OR DISCREPANCIES THAT THE CONTRACTOR HAS DISCOVERED IN OR BETWEEN THE PROPOSAL DOCUMENTS AND SUCH OTHER RELATED DOCUMENTS.

OFFEROR RESPONSE SHEET

This sheet must be signed and returned with your proposal response

RFP NO:	RFP-12-133-0-2012
PROPOSAL TITLE:	UTILITY BILLING SERVICES – TERM CONTRACT

OFFEROR'S CERTIFICATION:

The signed OFFEROR certifies that the items of material or services offered in this invitation meet the required minimum specifications and that all required attachments are included in submitted proposal package. It is understood that any item offered as an alternate not meeting specifications may be rejected.

OFFEROR further certifies that all information contained in this proposal is truthful to the best of OFFEROR'S knowledge and belief and that they are duly authorized to submit the proposal on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the contract.

OFFEROR offers and agrees to furnish the goods and/or services, specified in the invitation, at the prices or rates quoted in their proposal. Proposal prices and terms shall be firm for ninety (90) days from the date of proposal opening, unless otherwise specified in this Request for Proposal.

Please indicate below, whether OFFEROR'S firm meets the drug-free workplace certification and has signed and returned certification form (page 8):

☐ **DOES** meet Drug-free Workplace Certification ☐ **Does NOT** meet Drug-free Workplace Certification

ADDENDA: The OFFEROR hereby acknowledges receipt of the following Addenda:

#	Dated:	#	Dated:	#	Dated:	#	Dated:	#	Dated:

(OFFEROR to insert # of each Addendum received). OFFEROR understands failure to acknowledge any addenda issued may cause the proposal to be considered non-responsive. Vendor may contact Brigitte Bache, Buyer at 321/608-7063 in the Purchasing Division or email bbache@melbourneflorida.org to confirm the number of addenda (if any) that have been issued.

In signing this proposal, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the City of Melbourne Purchasing Division proposal document on file shall be controlling. We certify that we have not, either directly or indirectly, entered into any contract or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other OFFEROR, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other OFFEROR or competitor; that this statement is accurate under penalty of perjury.

The signature below authorizes the verification of this response sheet and also affirms that the original Request for Proposal document has not been altered in any way.

TAXPAYER ID, FEDERAL EMPLOYER ID, OR SSN	AREA CODE	PHONE	
		FAX	
COMPANY NAME	AUTHORIZED OFFICER SIGNATURE (MANUAL) *Sign Here*		
MAILING ADDRESS	TYPED/PRINTED NAME		
CITY - STATE – ZIP	TITLE		
E-MAIL ADDRESS	DATE		

DRUG FREE WORKPLACE CERTIFICATE (Identical Tie Proposals)
RFP-12-133-0-2012

In accordance with Section 287.087 of the State of Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

1. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

3. Give each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statements to acknowledge their receipt.

5. Impose a sanction on, or requires 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 work place through the implementation of the drug free workplace program.

As a person authorized to sign this statement, I certify that the above named business, firm or corporation [☐ DOES ☐ DOES NOT] comply fully with the requirements set forth herein.

Company:	
Authorized Representative:	
Signature:	
Date:	

STATEMENT OF NO-PROPOSAL

If your company will **NOT** be submitting a proposal in response to this RFP, please complete and submit this Statement of No-Proposal response to:

City of Melbourne
Purchasing Division
900 E Strawbridge Avenue
Melbourne, FL 32901

RFP Number	**RFP-12-133-0-2012**
RFP Title	**UTILITY BILLING SERVICES – TERM CONTRACT**
Company Name	
Mailing Address	
City-State-Zip	

	COMPLETE THE FOLLOWING REASON(S) FOR NO-PROPOSAL
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm throughout the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify):

Printed Name:		Date:	
Signature:			

DON'T RETURN THIS FORM UNLESS YOU ARE NOT SUBMITTING A PROPOSAL!

GENERAL TERMS AND CONDITIONS

These instructions, requirements, and any special instructions contained in the specifications are a part of the terms and conditions of the OFFEROR'S Proposal. Any exceptions/deviations to these instructions/requirements or specifications must be specified and submitted with the OFFEROR'S Proposal. Failure to indicate any exceptions/deviations will be regarded as full acceptance of these requirements and instructions.

1. **EXAMINATION BY OFFERORS** - The OFFEROR is required to examine carefully the site(s) of the work, specifications, drawings, schedules, special instructions and these general requirements prior to submitting a proposal and it will be assumed that the OFFEROR has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the plans and other contract documents. The OFFEROR must inform himself fully of the conditions under which the work is to be performed in relation to both construction and labor conditions; failure to do so will not relieve a successful OFFEROR of his obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the work for the consideration set forth in his proposal.

2. **SUBMISSION OF PROPOSAL PACKAGE**- All proposals must be submitted and completed in ink or typewritten, on the forms provided by the City of Melbourne. The individual signing the proposal must initial any erasures or other changes. All bids/proposals will not be considered unless the OFFEROR or an authorized agent signs the OFFEROR response sheet. Failure to properly execute the proposal documents may result in rejection of the proposal. The wording of this proposal shall be used throughout, without damage, alteration or addition. Any change in wording may cause it to be rejected. All irregular proposal amounts or proposal forms may be deemed non-responsive by the City of Melbourne. All material submitted becomes the property of the City and may be returned only at the City's option. The City has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any proposal does not affect this right.

3. **AUTHORIZED SIGNATURE**- If the OFFEROR is a corporation, the President shall execute the proposal. In the event that the proposal is executed by other than the President, a certified copy of that section of the corporate by-laws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

   If the OFFEROR is a partnership, all partners shall execute the proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Manager shall be submitted.

   If the OFFEROR is a sole proprietor, the owner shall execute the proposal.

   OFFEROR'S operating the business under a Fictitious Name shall be registered with the State of Florida (FL Statute 865.09).

4. **DESCRIPTIVE TERMS**- Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not necessarily restrict OFFERORs to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substituted item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.

5. **EXCEPTIONS**- Any deviations to these instructions or specifications must be submitted in writing with the OFFEROR'S proposal. Failure to indicate any deviations will be regarded as full compliance with these requirements, specifications and instructions and will be construed to mean that the OFFEROR proposes to furnish the exact commodity as described in the specifications/requirements.

6. **REFERENCES**- References will be contacted by the City to validate information provided by the OFFEROR and to determine the client's overall satisfaction with the services provided. OFFEROR is responsible for notifying their references that the City may contact them. If references cannot be reached, the proposal may be deemed non-responsive and rejected. If references obtained by the City are not favorable, the City will reject the proposal.

7. **FACTORS OF AWARD**- In the determination of the lowest responsive and responsible OFFEROR, the City reserves the right to take into account and give reasonable weight to: (a) the OFFEROR'S past performance in the completion of other City or other governmental Agreements; (b) the probability of the Agreement being carried to successful completion, within the time specified, by the methods and with the equipment the OFFEROR proposes to use; (c) default under previous Agreements (d) the OFFEROR'S references (e) OFFEROR'S resources (f) experience. The City of Melbourne reserves the rights to: award by item, groups of items, or all items of the proposal; to reject any or all proposals in whole or in part; and, waive minor defects or variations, irregularities and/or omissions on a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery or performance time of the services being procured. Proposal awards are subject to the Conflict of Interest provisions of Chapter 112, Florida Statutes. If insufficient information is submitted by a OFFEROR for City of Melbourne to properly evaluate the proposal, the City has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information does not change the price, quality, quantity, delivery or performance of the services being procured.

8. **FAILURE TO EXECUTE AGREEMENT-** Failure of the successful OFFEROR to accept the Agreement as specified will be cause for cancellation of the award. In the event that the award is canceled, the award may then be made to the second lowest responsive and responsible OFFEROR, and such OFFEROR shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the Purchasing Manager may reject all proposals. Contractors who default are subject to suspension and/or removal from the OFFEROR'S List.

9. **UNIT PRICES-** A unit price for each unit proposal must be shown and include packaging and/or packing, if any, unless otherwise specified. If the quantity is an estimate, the unit price only shall be listed. On items where a quantity is specified, a total shall be entered in the appropriate column of the proposal schedule. If an error is made in extension of the price, the unit price shall prevail. Items or estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the OFFEROR to the destination specified in the special instructions of the specifications.

10. **QUANTITIES SPECIFIED-** The City of Melbourne reserves the right to increase or decrease the quantity of any or all proposal items as deemed appropriate. The unit price shall remain as accepted at proposal award. All items deleted will be deducted from all OFFEROR price sheets to determine the low OFFEROR. The proposal opening will result in an apparent low OFFEROR only and is not to construe as an award

11. **NON-EXCLUSIVITY-** The City reserves the right to competitively proposal any item on this contract or purchase it from another supplier when it is in the best interest of the City.

12. **SAMPLES-** If applicable, samples may be requested during evaluation process. If applicable, samples may be requested during evaluation process. These samples will, at OFFEROR'S request, be returned at OFFEROR'S expense after award has been made. Request for return of samples shall include shipping authorization and name of carrier, proposal #, item(s) description. If requests are not received within ten (10) business days of proposal due date, the commodities shall be disposed of by the City.

13. **CERTIFICATES AND LICENSE-** OFFEROR must maintain all valid licenses and certificates required for the performance of work where applicable. All companies submitting proposals shall be fully qualified companies, to include having access to all equipment, capable of performing any and all work normally encountered in this type operation. If requested, a OFFEROR shall be prepared to give full details as to the size and capability of his organization to fulfill the requirements of a potential contract with the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the OFFEROR fails to satisfy the City that the OFFEROR is properly qualified to carry out the obligations of the contract and to complete the work described therein

14. **EXEMPTIONS FROM TAXES-** The purchase of equipment, materials, and/or service by the City of Melbourne are exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Such taxes must not be included in the proposal prices. Upon request, applicable federal excise exemption certificates will be furnished.

15. **PAYMENTS AND DISCOUNTS-**
    a. Payment for the materials, supplies, or equipment as specified in the contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s).
    b. Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
    c. Late charges may be assessed against the City when payment is not made before the due date (forty-five (45) days after receipt of a proper invoice).

16. **DELIVERY-**
    a. All prices quoted shall be based on delivery **F.O.B. Destination. Freight Pre-paid & allowed** (unless otherwise stated in the special instructions) with all charges prepaid to the actual point of delivery.
    b. Proposals must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids/proposals to be rejected. A successful OFFEROR is required to keep the purchasing agent advised at all times of the status of the order. All materials, supplies, equipment, and/or service or equipment shall be delivered within thirty (30) days from the date of the award of the contract, unless specified otherwise.
    c. Inspection and acceptance will be at *destination* unless otherwise stipulated. Title and risk of loss of damage to all items shall be the responsibility of the shipper (vendor) until accepted by the City of Melbourne, unless loss of damage by the OFFEROR shall in no way be cause for relief from responsibility.

17. **EEO STATEMENT-** Vendors 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. The City is an Equal Opportunity/Veterans Preference employer.

18. **BID BONDS-** If required by the specifications, a bid bond *(or a certified check or cashier's check)* in the required amount must accompany the proposal. This bond may be retained by the contracting entity as liquidated damages should the successful OFFEROR fail to comply with the terms of this bid/proposal. The City will return all bonds or deposits to unsuccessful OFFERORS after the contract has been awarded.

19. **PERFORMANCE BONDS-** If required by the specifications, the successful OFFEROR must post a performance bond in the amount required prior to award of contract. The bid bond or deposit may be returned to the successful OFFEROR upon the posting of the performance bond.

20. **COMPLIANCE WITH APPLICABLE LAW-** Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the OFFEROR shall in no way be cause for relief from responsibility.

21. **PROTECTION OF RESIDENT WORKERS** -The City of Melbourne actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

22. **PUBLIC ENTITY CRIME INFORMATION STATEMENT-** OFFERORS are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from proposal submittal for a period of thirty-six (36) months.

23. **FEDERAL DEBARMENT-** By signing this proposal, the OFFEROR certifies, to the best of its knowledge or belief, that the OFFEROR and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

24. **AUDIT-** The City reserves the right to audit the records of the awarded Contractor for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, said Contractor agrees to submit to an audit by an independent certified public accountant selected by the City.

25. **ASSIGNMENT-** The Contractor shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the City.

26. **INDEMNIFICATION-** As specified in Florida Statute Section 725.06, the OFFEROR agrees to save, defend, keep harmless, and indemnify the City of Melbourne and all of its officers, departments, agencies, agents, and employees from and against all liability, claims, suits, loss, damages, injury, fines, penalties, and costs (including court cost and attorney's fees, charges, liability, and exposure) resulting from, arising out of, or in any way connected with the Contractor's performance or nonperformance of the requirements of a purchase order/contract which may result from the proposal.

27. **TERMINATION FOR CONVENIENCE-** The performance of work under the contract may be terminated by the City of Melbourne in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontract for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

28. **TERMINATION FOR DEFAULT-** The contract shall remain in force for the full period specified and until the City of Melbourne determines that all requirements and conditions have been satisfactorily met and the City has accepted the work. Thereafter, applicable provisions of the contract shall remain in force until the City has determined that the Contractor has met all requirements and conditions such as guarantees and warranties that relate to the work following the contract term. The City shall have the right to terminate the contract sooner if the City determines that the contract has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the Contractor at least ten (10) days written notice before the termination takes effect. The 10-day period will begin upon the mailing of the notice by the City. If the Contractor fails to cure the default within thirty (30) days specified in the notice and the contract is terminate for failure to provide satisfactory performance, the Contractor shall be entitled to receive compensation for all reasonable, allocable, and allowable contract services satisfactorily performed by the Contractor up to the date of termination that were accepted by the City prior to termination. In the event the City terminates the contract because of the default of the Contractor, the Contractor shall be liable for all excess costs that the City is required to expend to complete the work covered by the contract. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

29. **CONTACT**- Requests for interpretation or correction of the specifications **MUST BE IN WRITING BY MAIL, FAX OR E-MAIL TO:**

Brigitte Bache, Buyer
City of Melbourne
900 E. Strawbridge Avenue
Melbourne, FL 32901
Fax #: 321-608-7070
E-Mail Address: bbache@melbourneflorida.org

In order to ensure fair evaluation of submittals, ex parte communication initiated by a OFFEROR is prohibited from the time the proposals are opened until a final decision has been made. OFFERORS may NOT initiate communication with any City official, staff, or employee with the exception of Purchasing staff. Any and all communication initiated by a OFFEROR after the submittals are opened must be in writing to the Buyer. Any communication initiated by a OFFEROR may disqualify that firm from consideration for this or future solicitations.

30. **ADDENDA**- Questions that may affect the OFFEROR'S response to the RFP and all corrections, interpretations and supplemental instructions will be in the form of written addenda to the proposal documents will be posted on www.Demandstar.com. The City will make every attempt to ensure that all parties recorded by the City as having received the proposal documents receive addenda. However, it shall be each OFFEROR'S responsibility to make inquiry as to the addenda that have been issued. Any questions received five or more days prior to the date fixed for the opening of Proposals will be given consideration. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All such addenda shall become part of the Request for Proposal, and all OFFERORS shall be bound by such addenda, whether or not received by the OFFERORS. No interpretation of the meaning of the proposal documents, attachments (if any), nor any other related documents, nor correction of any apparent ambiguity, inconsistency or error therein, will be made to any OFFEROR orally.

The OFFEROR is responsible for making sure that any and all addenda have been received prior to submission of the proposal. Twenty-four (24) hours prior to the proposal due date the OFFEROR should: Call DemandStar By Onvia, Inc. Supplier Services at 800/711-1712 to request addenda or visit www.demandstar.com or call City of Melbourne Purchasing Division at 321/608-7063. If an addendum has not been received, the Potential OFFEROR is responsible for obtaining the addendum by one of the above methods.

In case any OFFEROR fails to acknowledge receipts of any such addendum in the space provided on the OFFEROR Response Sheet, the proposal will nevertheless be construed as though the addenda have been received and acknowledged, and the submission of the proposal will constitute acknowledgment of the receipt of addenda.

Only the interpretation or correction given by the Purchasing Manager or authorized representative, in writing, will be binding, and prospective OFFERORS are warned that no other source is authorized to give information concerning, or explaining or interpreting the proposal documents. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THE ABOVE SHALL HAVE PRECEDENCE.

PROPOSAL SPECIFICATIONS

RFP-12-133-0-2012
UTILITY BILLING SERVICES - TERM CONTRACT

I. INTENT

The intent of this Request for Proposal (RFP) is to obtain competitive proposals from qualified firms capable of providing utility billing services with the purpose of establishing a term contract for those services. Qualified firms shall print and mail utility bills from a location in Florida. OFFERORS are strongly advised to carefully read the entire Request for Proposal [RFP].

To be considered, one (1) original **[marked "original"]** and **THREE (3)** complete copies plus one (1) compact disc or USB flash drive of complete proposal package must be received by the City of Melbourne, Purchasing Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901 by **3:00 p.m. on or before January 10, 2013**. Responses shall be submitted in sealed envelopes and clearly identified as "**UTILITY BILLING SERVICES**" and reference RFP # **RFP-12-133-0-2012** on the outside of the envelope. The CITY of Melbourne reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from OFFERORS may be required.

II. BACKGROUND

The City of Melbourne is located on east central Florida's Space Coast. The CITY'S Water Department is a municipally owned utility servicing the City of Melbourne and surrounding areas within Brevard County. It is a current function of the Finance Department.

The CITY'S Utility Billing is utilizing Tyler's Munis Utility Billing Product. Updates to a newer version are in progress. Awarded vendor will be required to collaborate with the CITY and Munis staff to test the system prior to commencement of billing/mailing services.

III. SCOPE OF SERVICE

The Utility Billing and Collection Division currently has four (4) billing cycles per month which occur on Thursdays, with the exception of CITY Holidays. The billing data transmission from the CITY will be scheduled for release before 1:00 pm on each Thursday. The Utility Bill processing and the delivery of the statements to the Post Office are to be scheduled within twenty-four (24) hours of transmission, preferably that same day. The CITY reserves the right to increase or decrease the number of billing cycles per month and change the Billing day, as necessary.

It is estimated that the average billing count will range between 56,000 and 57,000 per month. The four (4) billing cycles range between 12,500 and 16,600 individually each month. Quantities indicated are estimated for proposal purposes only and are not to be construed as the minimum or maximum quantities that the CITY is obligated to purchase.

The successful OFFEROR must be able to do the following:

A. Provide preliminary planning and testing of software – March/April 2013

B. Provide programming and bill design services as required – **Prior to June 1, 2013** The CITY will provide artwork for the printed blue CITY logo which appears on the billing statement. All printed data and text is black in color

BEGINNING JUNE 1, 2013:

C. Receive data via the internet from a personal computer at the CITY any time of day, 365 days a year. The company is to notify the CITY upon receipt of the ASCII customer billing data in zip file format. Alternative methods of electronic data transfer will be considered.

D. Receive the customer billing file data in the following mode/media:

1. PRIMARY

   ASCII file in zip file format transmitted via ftp. The preference is for the vendor to have a secure ftp site that we can send the file to.

2. BACK-UP

   ASCII text file(s) in zip file format via the CITY'S ftp site
   ASCII text file(s) in zip file format via e-mail attachment
   ASCII text file(s) in zip file format via CD-ROM, DVD, USB drive

E. Read data and print bills per CITY specifications. The CITY'S Munis software update will require XML format. Document totals need to be balanced and verified prior to printing.

F. Utilize the best postal rates through the use of carrier routing combinations with the vendors other customer mailings.

G. Deal directly with the postal service and either bill the CITY for charges relative to the postage or inform the CITY of the postal charges applied to the CITY'S postal permit the next working day. Provide a report, detailing the number of pieces mailed and its related cost to the CITY.

H. Print a scannable OCR and barcode line on the remittance portion of the billing statement.

I. Utilize a heat fusion laser printer and imprint certain generic information on the front of the bill - for example: certain heading information, CITY address, and phone numbers; payment information; late fee information; cut-off information; after hour assistance information; returned check information; billing cycle information; account finals or service transfers; and/or mailing address correspondence information. The CITY must be able to change this information within a Forty-eight (48) hour notice to the successful OFFEROR.

J. Print any current customer billing information relative to types of services and related charges, due dates, cut-off date, past due amounts, read dates and consumption, service address, account number information relative to balance transfers, prior consumption history, and general messages to the public on the bill.

K. Insert additional pre-printed documents as requested by the CITY *(with adequate notice)*.

L. Provide a standard 8.5" x 11" billing statement with a return window envelope (both white stock), reference (Attachment B). The statement must be perforated for a return portion and print a barcode line and an OCR for scanning payments.

M. Mail utility bills to the customers by the most direct method which should be at the customer's address within three (3) business days from transmission. This will give customers the time to mail payments back without receiving late fees.

N. Data Security - The Contractor shall safeguard and protect the CITY'S customers' personal information and implement all necessary processes to endure against breaches of security as defined in Florida Statute 817.5681. Furthermore, should a Breach of Security occur, the Contractor shall immediately act in accordance with the procedures set forth in FL Statute 817.5681, including giving all required notice thereunder. In addition, OFFERORS are to provide with their offer submission, a copy of the Contractor's Data Security Policy with an explanation of how it will be applied to the Scope of Work provided under this contract.

IV. EVALUATION OF PROPOSALS

All timely submitted proposals will be evaluated by a selection committee who will make an award recommendation to the City Council for the OFFEROR whose proposal, conforming to the RFP, is most advantageous to the CITY. The ranking of proposals shall be based on the OFFEROR'S response to the following:

A. Experience of the proposing firm to accurately print utility bills; provide mail processing services in the most expeditious manner.

B. Electronic Billing Option: As part of the bid for printing services, the selected vendor must be capable of producing an electronic bill to those customers identified by the CITY as electronic billing customers. The vendor must be able to collect, verify and maintain customer email addresses for electronic delivery. The vendor will then produce an email to the customer with a link to a website hosted by the vendor which will display the bill and any inserts included with said mailing. The link must be secured so that the unique URL for each bill cannot easily or accidentally be accessed by someone other than the desired email recipient. The electronic notice must have the same format as the printed bill with a link to pay the bill directly from the website designated by the CITY. The vendor's system must be able to track which accounts have been successfully sent and which emails were "bounced back" due to an incorrect or invalid email address. The system should include a profile management option for customers to change opt-in status or make email changes. In addition, an administrative user interface should be available for the CITY to access account information, view reports, look up account history and manage individual accounts.

C. Submit Disaster Recovery Plan.

D. Submit any Qualification Certifications (eg. SSAE 16 Type II certification)

E. Comparative Cost to the CITY.

The selection committee will review responses to this Request for Proposal that meet the enumerated requirements and are received prior to the closing date. Upon review of the proposals, the selection committee will designate and shortlist not less than three (3) of the most qualified OFFERORS. The selection committee may request an oral presentation by the OFFEROR either at City Hall or at the OFFEROR'S facility. The selection committee will proceed to recommend a proposed agreement with the highest ranked OFFEROR. The recommendation will be submitted to the City Council for approval.

All proposals will be evaluated and ranked in accordance with the below listed evaluation criteria. Award will be based on a review of all information provided by the OFFEROR, plus a review of references submitted, and certain objective and subjective considerations.

No.	Evaluation Criteria	Weight of Importance (Score)
A	Experience & Qualifications	30
B	Electronic Billing Option	10
C	Disaster Recovery Plan	20
D	Qualification Certification	10
E	*Comparative Cost to the CITY	20/5/5
Total Possible Points for Proposal Evaluation (Criteria A-E)		**100**
Total Possible Points for Oral Presentation Evaluation (if applicable)		**20**

*Section 2 of Attachment A: Lowest Price = 20 Pts; All other OFFEROR Pricing = Lowest Score/Other OFFEROR * 20 = X Points. Non-recurring fees [Section 1 & 3] of Attachment A will each be scored on a 0-5 point system.

Proposals MUST include all costs associated with providing proposed services. The fee for any unforeseen change in scope requested by the CITY will be negotiated if required. The CITY reserves the right to negotiate prices with the selected firm.

Any agreement resulting from the evaluation and recommendation process must be approved by the City Council, must be governed by the laws of the State of Florida, and must have venue established in the Circuit Court of Brevard County, Florida.

V. ANTICIPATED TIMETABLE



Event	Date
Issue Request for Proposal	December 17, 2012
Deadline for Questions/Clarification Requests	January 3, 2013
Proposal Due Date & Time	January 10, 2013 by 3:00 PM Local Time
Anticipated Committee Review	Week of January 14, 2013
Anticipated Oral Presentations	Week of January 21, 2013
Anticipated Council Award	February 12, 2013
Anticipated Contract Start Date	March 1, 2013

VI. PROPOSAL REQUIREMENTS

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the OFFEROR'S capabilities to satisfy the requirements of the RFP, and should be easily reproducible. OFFEROR shall explain the predictable consequences of any deficiencies and address solutions to correct them. OFFERORS are also encouraged to submit any information that indicates how their proposed solution would provide the CITY with existing features and enhancements that exceed the minimum requirements as set forth in this RFP. Should a prospective OFFEROR find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Buyer in Purchasing Division. If deemed necessary, a response will be issued to all prospective OFFERORS in the form of an addendum. The CITY will not be responsible for any oral responses. The successful OFFEROR will be bound by the representations made in its response to the RFP.

The following material is required to be received by JANUARY 10, 2013 by 3:00 PM for a proposing firm to be considered. **One (1) original and three (3) copies plus one (1) compact disc or USB flash drive** of complete proposal package. Proposal shall include the following:

A. Title Page: Title page marked, "Proposal for Utility Billing Services", the firm's name; the name, address, telephone number and e-mail address of a contact person; and the date of the proposal.

B. Table of Contents – Include page numbers for sections listed.

C. Required Forms: OFFEROR Response Sheet, Drug-Free Certificate, Attachment A.

D. Transmittal Letter (maximum 2 pages): A signed letter of transmittal briefly stating the OFFEROR'S understanding of the work to be done, the commitment to perform the work within the time period – include proposed schedule, and statements why the OFFEROR believes itself to be best qualified to perform the engagement.

E. Background: Provide a summary of the OFFEROR'S background, including, but not limited to, the founding date, history, names of principals, and relationship with any parent/subsidiary/affiliation of other firms. Identify nearest full service branch that will assist us with our immediate utility billing needs.

F. Technical Proposal [criteria A-D]: The OFFEROR shall describe how services will be commenced, initial procedures, strategies for working with CITY consultants and staff, and strategy for the overall professional services for this program. The proposal shall include a description of the proposed services, with any exhibits or documentation deemed essential, and shall address the following items in addition to those listed above:

1. Describe Firm's experience in providing similar services to the public sector.
2. Describe overall approach and method to implement CITY'S Program.
3. Describe involvement of CITY staff.
4. Describe the Firm's and the Proposed Project Manager's current work load.
5. Experience of key personnel on proposed team including project manager, and other key staff assigned to the project.
6. Anticipated project timeline
7. Description of project deliverables
8. Conversion Plan: The Firm must provide on-sight training to our staff for the operation and use of its utility billing services. Describe the plan the Firm will coordinate to ensure a smooth transition
9. Service Enhancements: Based upon the information presented in this RFP and the Firm's knowledge of the public sector, describe any enhancements, technological or otherwise, that the CITY should consider to improve operational efficiency.

G. Identification of Anticipated Potential Problems: The proposal should identify and describe any anticipated potential problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Melbourne.

H. Noncompliance with Proposal Specifications: The proposal should identify each specific incident of noncompliance with the Request for Proposals' specifications.

I. Fees – Provide a completed Utility Billing Printing and Mailing Cost Services Analysis Form (Attachment A)

J. References- Please provide a list of no less than five (5) clients/municipalities that have utilized the similar services within the past five (5) years. Include: Name, Address, Contact Telephone & Facsimile Number, E-mail address, Date of Contract. It is the responsibility of the OFFEROR to ascertain that the contact person will be responsive. Note: OFFERORS with less than five (5) years' experience may still qualify to submit a proposal.

K. Work Samples: Provide samples of similar work.

L. Note: OFFERORS may submit brochures and/or other supplemental information as deemed appropriate.

VII. GENERAL SOLICITATION INFORMATION

A. Submission of proposal documents shall be the responsibility of the OFFEROR. Failure of the OFFEROR to provide any information requested in the RFP may result in rejection of the proposal. Submission of a proposal indicates acceptance by the OFFEROR of the conditions contained in this Request For Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the CITY and the firm selected. The public may review responses after final selection and award have been made.

B. The contents of this proposal shall become a part of the contract.

C. The City of Melbourne reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more OFFERORS.

D. In the event only one responsive proposal is received, the CITY reserves the right to negotiate and award to the sole OFFEROR; re-advertise the request for proposal, with or without making changes to the evaluation factors; or elect not to proceed.

E. There is no expressed or implied obligation for the CITY to reimburse OFFERORS for any expenses incurred in preparing proposals in response to this request.

F. The CITY reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award.

G. The CITY reserves the right to waive any informality or irregularities in any Proposal received, or reject any and/or all Proposals, or re-advertise. For and in consideration of the CITY considering Proposals submitted, the OFFEROR, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the CITY exercises its right to cancel the award in accordance herewith.

H. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

I. In the event any governmental restrictions may be imposed which would necessitate alteration of the services offered in this submittal prior to their beginning of work, it shall be the responsibility of the successful OFFEROR to notify the Purchasing Division at once, indicating the specific regulation which required an alteration.

J. The CITY may make an award within one hundred twenty (120) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within one hundred twenty (120) days, the response shall remain firm until either the CITY awards the Contract or receives from the OFFEROR written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the CITY'S sole discretion, be accepted or rejected.

K. All questions and/or requests for clarification shall be directed, in writing via email/fax/mail, to Brigitte Bache, Buyer, City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, fax (321) 608-7070, E-mail: bbache@melbourneflorida.org. Questions that may affect the OFFEROR'S response to the RFP will be answered in an addendum that will be distributed to

everyone who received a copy of the original RFP. Any inquiry received five or more days prior to the date fixed for the opening of Proposals will be given consideration. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. The CITY will make every attempt to ensure that all parties recorded by the CITY as having received the Proposal Documents receive addenda. However, it shall be each OFFEROR'S responsibility to make inquiry as to the addenda that have been issued. All such addenda shall become part of the Proposal, and all OFFERORS shall be bound by such addenda, whether or not received by the OFFEROR.

L. In order to ensure fair evaluation of submittals, ex parte communication initiated by an OFFEROR is prohibited from the time the proposals are opened until a final decision has been made. No OFFEROR may initiate communication with any CITY official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a OFFEROR after the submittals are opened must be in writing to the associated buyer. Ex parte communication initiated by a OFFEROR may disqualify that firm from consideration for this or future Requests for Proposals.

VIII. INSURANCE

A. Before execution of the contract by the CITY and commencement of the operations and/or services to be provided, and during the duration of the contract, the Contractor shall furnish a certificate of insurance, on forms acceptable to the CITY, naming the City of Melbourne as an additional insured, the following: General Liability coverage of $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; Professional Liability coverage with $1,000,000 combined single limit per occurrence; Automobile Liability coverage with $1,000,000 combined single limit per accident for bodily injury and property damage; and Workers' Compensation and Employers Liability limits of $1,000,000 per accident. Insurance requirements shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the CITY.
2. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY.
4. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the CITY may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.
5. All such insurance required of the Contractor shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.
6. Any exceptions to the insurance requirements in this section must be approved in writing by the CITY.
7. Compliance with these insurance requirements shall not relieve or limit the Contractor's liabilities and obligations under this contract. Failure of the CITY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the CITY to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.

IX. ADDITIONAL TERMS AND CONDITIONS

A. **Contract**: The Instructions to OFFERORS, Accepted Proposal, General Conditions, Special Conditions, Specifications and attached exhibits, together with the approved purchase order shall constitute the Contract. All items/services shall be supplied in strict accordance with the specifications The Contractor's performance under the terms of this Contract shall be to the satisfaction of the CITY. OFFERORS agree and understand that the contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option.

B. **Contract Term:** The term of this contract, if awarded, shall be a fifteen (15) month period from the effective date of March 1, 2013. At the sole option of the CITY, this agreement may be renewed for four (4) additional one (1) year periods at the same terms and conditions. Renewal is contingent upon the satisfactory performance of the Vendor during the initial term of the contract and the needs of the CITY for the Vendor's service.

C. **Independent Contractor:** The Contractor is, and shall be, in the performance of all work services and activities under this contract, an independent contractor, and not an employee, agent or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

D. **Proprietary Information:** OFFERORS are advised that all information disclosed as part of this RFP process is considered part of the public domain by the laws of the State of Florida and is subject to inspection by the public pursuant to Chapter 119, Florida Statutes, unless an exception applies.

E. **Compliance:** Contractor must comply with all federal, state, county, municipal and local laws. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the CITY, he will bear all costs arising from said Work.

F. **Failure to Perform**: Time is of the essence in this contract, and failure to deliver as specified within the time period required should be considered a default. In the case of default, the CITY may procure the services/supplies from other sources and hold the company responsible for all costs occasioned thereby and may immediately cancel the agreement. In the event that Contractor performs services which do not comply with the requirements of this Agreement, Contractor shall, upon receipt of written notice from the CITY, re-perform the services (without additional compensation to the Contractor). If Contractor's failure to perform in accordance with this Agreement causes damages to the CITY, Contractor shall reimburse the CITY for the damages incurred (which may be charged as an offset to Contractor's payment).

G. **Subcontractors** – Vendor must be a full service supplier who is capable of providing all services requested with no subcontracting of any portions of the project, including presorting, artwork, programming and electronic present of bills and statements.

H. **Liens:** Contractor shall not suffer any liens to be filed against any CITY property by reason of any work, labor, services or materials performed at or furnished to CITY property, to OFFEROR, or to anyone using CITY property through or under OFFEROR. Nothing contained in this Agreement shall be construed as consent on the part of the CITY to subject CITY property or any part thereof to any lien or liability under any Laws.

I. **Remedies:** This contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Brevard County, Florida. No remedy herein conferred upon any party is intended to be exclusive or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

J. **Sovereign Immunity:** Nothing in the executed contract shall be interpreted that the CITY waives its sovereign immunity granted under Section 768.28, Florida Statutes.

K. **Non-Appropriation of Funds** - In the event sufficient funds are not available for a new fiscal period, the CITY shall notify the Company of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

L. **Delivery and Acceptance**: Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet the specifications, terms and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the company takes necessary corrective action. If the proposed corrective action is not acceptable to the CITY or the company, final acceptance of the services/supplies may be refused, in which case the CITY shall not be liable for payment. Itemized invoices must be submitted for each bill run to Accounts Payable. The CITY must approve all invoices prior to payment.

M. **Payment:** The CITY shall pay the Contractor upon the submission of proper invoices, the prices stipulated in this contract for supplies delivered and/or services rendered and accepted. It is the policy of the City of Melbourne to fully implement the provisions of the State of Florida "Prompt Payment Act". For more information, please refer to Florida State Statute 218.70. Contractor shall invoice the CITY upon completion of the work. Please keep in mind that payments will not be processed until services have been accepted. By submission of an Application for Payment, the Contractor certifies that all suppliers have been paid for work performed. During the contract and upon completion of the contract the CITY may request documentation to certify payment to Contractor's suppliers. This provision in no way creates any contractual relationship between any supplier and the CITY or any liability on the CITY for the Contractor's failure to make timely payment to the supplier(s).

Legislation Details (With Text)

File #:	16-115	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Multi-Year Contract	
File created:	3/23/2016		**In control:**	City Council	
On agenda:	4/12/2016		**Final action:**		
Title:	To approve a multi-year addendum to and reinstatement of the Municipal Services Agreement for Emma Jewel Charter School, INC. for student busing services. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Emma Jewel Charter Academy Addendum 2015.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2016
Agenda Date: April 12, 2016
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr. AICP, City Manager
Requested Action:
To approve a multi-year addendum to and reinstatement of the Municipal Services Agreement for Emma Jewel Charter School, INC. for student busing services.

BACKGROUND:

At the September 17th, 2013 Special City Council Meeting to consider the proposed millage rate and budget for fiscal year 2014, Mr. Thomas Cole of Emma Jewel Charter School requested the City Council consider reimbursing the school for busing students from locations North of SR520. City Council considered two options, of which one was to reimburse Emma Jewel Charter School for a private company to provide busing services and the other to pay a crossing guard. The cost for the bus service was $7,200 vs. $13,677 for the crossing guard at 23.5 hours a week. City Council unanimously approved the bussing service.

In December of 2013 a Municipal Services Agreement was executed to provide a reimbursement up to $7,200 to Emma Jewel Charter School, INC. for bussing services with an expiration date at the end of the 2013/2014 school year. In April of 2015, a Municipal Services Agreement was executed for reimbursement up to $7,200 for busing services within the 2014/2015 school year. For the Fiscal Year 2016 budget, $7,200 was included for the purposes of continuing bus service reimbursement for Emma Jewel Charter School. The current agreement is expired and the proposed agreement will provide funding for school year 2015/2016 as well as for subsequent years depending on the allocation in the budget.

STRATEGIC PLAN CONNECTION:

Community Development- Emma Jewel Charter Academy is an elementary school that provides educational service to Cocoa residents who reside in some of the City's most underserved and disadvantaged neighborhoods.

BUDGETARY IMPACT:

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

Amount Requested	$7,600.00
Account Number	001-1600-513.83-01
Account Name	MISC Grants/Donations

PREVIOUS ACTION:

The original Agreement was executed on April 23, 2015 and expired on the last calendar day of the 2014/2015 charter school year. In the FY2016 budget approved by City Council $7,600.00 was included in the budget for the purposes of providing bus service for Emma Jewel Charter Academy students.

RECOMMENDED MOTION:

To approve the Addendum to and Reinstatement of the Municipal Services Agreement

ADDENDUM TO AND REINSTATEMENT OF
MUNICIPAL SERVICES AGREEMENT

THIS ADDENDUM TO AND REINSTATEMENT OF MUNICIPAL SERVICES AGREEMENT (hereinafter the "Addendum") is made and entered into this ____ day of _____, 2016, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation (hereinafter called the "City") and **EMMA JEWEL CHARTER SCHOOL, INC**. a Florida nonprofit corporation (hereinafter called the "Service Provider").

RECITALS:

WHEREAS, the City and the Service Provider previously entered into a Municipal Services Agreement, dated April 23, 2015 (hereinafter the "Agreement"), which expired on the last calendar day of the 2014/2015 charter school year; and

WHEREAS, although the Agreement has expired, the City and Service Provider believe there is a continuing need to provide municipal services as previously required by the Agreement; and

WHEREAS, because of this need, the City and the Service Provider desire to reinstate the Agreement, as amended under the terms and conditions set forth in this Addendum; and

WHEREAS, the parties continue to recognize and agree that the services provided by the Service Provider under the Agreement and this Addendum are for the benefit of the public health, safety, welfare, convenience and morals of the citizens of the City of Cocoa.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received the parties agree as follows:

1. Recitals. The foregoing recitals are hereby deemed true and correct and are fully incorporated herein by this reference.

2. Effective Date of Reinstatement and Addendum. Upon the date that the parties fully execute this Addendum, the Agreement shall hereby be retroactively reinstated and shall be deemed re-effective as of October 1, 2015 to coincide with the commencement of the City's current fiscal year. The effective date of the reinstatement and the Addendum shall not be effective against any party until said date.

3. Amendment of Paragraph 3.0 Engagement; Term of Agreement. Paragraph 3.0 of the Agreement is hereby amended and replaced with the following:

The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services outlined in Paragraph 5.0 of this Agreement and under the terms and conditions herein. The term of this Agreement shall commence on the Effective Date set forth in Section 2 of this Addendum. This Agreement may be renewed annually by the City on October

1st of each year by the City Council affirmatively budgeting and appropriating funds for Municipal Services on or before October 1st of any City fiscal year. Any such funds shall be for the then current charter school calendar year. If, on or before October 1st of any year, the City fails to budget and appropriate or otherwise make available funds for the then current charter school calendar year, this Agreement shall be deemed terminated on October 1st of that year. That this Agreement may terminate subsequent to the beginning of a new charter school calendar year shall not obligate the City to provide funds for the municipal services for that particular or any other charter school calendar year.

4. **Amendment of Paragraph 4.0 Payment.** Paragraph 4.0 of the Agreement is hereby amended and replaced with the following:

The City agrees to pay to the Service Provider a maximum of Seven Thousand, Six Hundred and No/100 Dollars ($7,600.00), per Service Provider's charter school calendar year, during the term of this Agreement. Payment shall be made as follows:

Upon receipt of proper documentation provided by Service Provider on a monthly basis, the City will reimburse Service Provider the costs associated with providing bus service to Cocoa students attending the charter school not to exceed the maximum amount of Seven-Thousand, Six-Hundred Dollars and No/100 ($7,600.00), per Service Provider's charter school calendar year, for the entire term of this Agreement.

The City shall be sole judge, in good faith, of Service Provider's performance and financial needs required under this Agreement and any payment made by the City under this Agreement shall be at the City's sole discretion. Funding shall be determined based on the Service Provider providing the municipal services required by this Agreement. Notwithstanding the City's commitment to the Service Provider hereunder, the source of such monies will lawfully be made from funds budgeted and appropriated for such purpose by the City each fiscal year. Should the City fail to budget, appropriate or otherwise make available funds to fulfill its obligation under this Agreement, this Agreement shall be deemed terminated as provided for in Paragraph 3.0. The City agrees to provide the Service Provider with notice of non-appropriation at its earliest opportunity.

Unless otherwise specifically agreed in writing by the City, there shall be no other Funds paid to the Service Provider for the performance of the Work under this Agreement.

5. **Other Terms and Conditions; Conflict.** Any other term or condition of the Agreement not expressly modified by this Addendum shall remain in full force and effect. Should any term or condition of the Agreement conflict with any term or condition of this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

WITNESS:

_____
Print Name: _____

_____
Print Name: _____

EMMA JEWEL CHARTER SCHOOL, INC.

_____
By: Thomas Cole, President

Date:

ATTEST:

_____
Carie Shealy, City Clerk

CITY OF COCOA:

By: John Titkanich, City Manager

_____
Date:

Legislation Details (With Text)

File #:	16-42	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/2/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	Ad Valorem Tax Exemption 2015 Annual Report received from Project Taylor, and affirmed by the Brevard County Property Appraiser. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2015 AVT Annual Report (Project Taylor).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 22, 2016
Agenda Date: March 22, 2016
Prepared By: Joan A. Junkala, Economic Development Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Informational Only. Ad Valorem Tax Exemption 2015 Annual Report received from Project Taylor, and affirmed by the Brevard County Property Appraiser.

BACKGROUND:

On May 28, 1996, City Council approved Resolution No. 96-24 providing a general procedure for the granting of Economic Development Ad Valorem Tax Exemptions. City Council was given authority to extend the Economic Development Ad Valorem Tax Exemption program for another ten (10) years pursuant to section 196.1995, Florida Statutes, by the majority of voters on November 8, 2005. On November 4, 2014, the citizens of the City of Cocoa voted again to extend the program another ten (10) years following its expiration in 2015. Entities receiving an Ad Valorem Tax Exemption are required to submit an Annual Report to the City Council of the City of Cocoa for each year in which they are requesting an exemption.

Attached please find Project Taylor's 2015 Annual Report to the City of Cocoa dated January 29, 2016, and affirmed by the Brevard County Property Appraiser dated February 12, 2016. On August 25, 2015, Cocoa City Council passed Ordinance No. 12-2015 granting Project Taylor an Ad Valorem Tax Abatement on property and equipment. The Ad Valorem Tax Abatement is for a term of ten (10) years, commencing with the first year the new improvements and personal property were added to the assessment roll, and lasting nine (9) years thereafter, for eighty percent (80%) of the City's ad valorem taxes for years 1 through 5, and falling by 10 percent every year for the last five years. This is the first year report.

Under the Economic Incentive Agreement executed on September 22, 2015, Project Taylor agreed to expand their existing 6,000 square foot Cocoa facility by an additional 22,000 square feet and invest approximately $3,150,000 in new construction, machinery, and equipment by December 31, 2018. Additionally, Project Taylor agreed to create at least 126 new jobs by December 31, 2018 with an average annual salary of at least $85,808.00. At the time of the Agreement, Project Taylor employed 49 employees at the Cocoa facility.

According to the 2015 Annual Report, Project Taylor currently employs 56 full time employees at the Cocoa facility with an average wage of approximately $95,642, not including health benefits. This is a net increase in employment of seven (7) full time employees since being granted the abatement in August 2015. The 22,000 SF expansion to the existing Cocoa facility was completed in December 2015, to include interior build out for Research and Development. Manufacturing equipment and build -out is expected in the near future.

STRATEGIC PLAN CONNECTION:

This agenda item is directly connected to the Economic Development strategic issue.

BUDGETARY IMPACT:

The Brevard County Property Appraiser's estimated that no revenue will be lost to the city during the current fiscal year. Brevard County Property Appraiser has a solid deadline of January 1st to add buildings to the tax roll. Therefore, the exemption will be applied to the 2016 tax year when the expansion is assessed for the first time.

PREVIOUS ACTION:

City Council approved Project Taylor's Ad Valorem Tax Exemption through the adoption of Ordinance No. 12-2015 on August 25, 2015.

RECOMMENDED MOTION:

Informational Only. Ad Valorem Tax Exemption 2015 Annual Report received from Project Taylor, and affirmed by the Brevard County Property Appraiser.

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

ANNUAL REPORT
ECONOMIC DEVELOPMENT AD VALOREM
TAX EXEMPTION PROGRAM

As required by Ordinance No. 01-2009 and Resolution No 2014-18 this form is to be filed with the City of Cocoa City Council no later than January 31 of each year the exemption is desired.

1. Business Name: Project Taylor
   Mailing Address: 3941 OKBOW CIRCLE COCOA FL 32926

2. Name of person in charge of business: DAVID H. FINE
   Telephone No.: 321-785-2600 Fax No.: 321-785-2609

3. Location of business (legal description and street address) of property for which this report is filed: Lots 21 & 22 Grissom Ridge, Plat Book 53, Pages 61 & 62, Public Records of Brevard

4. Date Business opened at this facility: 5-1-09

5. a. Description of the improvements to real property for which this exemption is required: 22000 Square foot expansion to existing building

   b. Date of commencement of construction of improvements: 10/12/2015

6. a. Description of the tangible personal property for which this exemption is requested and date when property was purchased: 66000 ft Bldg, R&D Equipment Cert of Occupancy May 1, 2009 - New Addition 12/23/2015

   b. Average value of inventory on hand: N/A Still in R&D Phase

7. Have you maintained the definition of a "New Business" or as an "Expansion of an Existing Business" as defined as a minimum of 10 new employees? Yes (X) No ( )

8. Have you maintained the projected number of new employees stated in your original application? Yes (X) No ( )

   Please state the number of employees currently employed and provide documentation. 56

9. Describe the type or nature of your business: Bio Pharm R+D

10. Trade level (check as many as apply): Wholesale ( ) Manufacturing ( ) Professional (X)
Service ( ) Office ( ) Other (X)

11. a. Number of full time employees employed in Florida: 65
b. If an expansion of an existing business:
1. Net increase in employment: 7 or 12 %
2. Increase in productive output resulting from this expansion: NA %

12. Average wage of current employees: $95,642.00

13. Average wage of employees hired after exemption approval (Expansion): $61,608.00

14. For office space owned and used by a corporation newly domiciled in Florida:
a. Date of incorporation in Florida: N/A
b. Number of full time employees at this location: N/A

I agree to furnish such other reasonable information as the Cocoa City Council may request in regard to the exemption. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. If prepared by someone other than the taxpayer, his declaration is based on all information for which he has any knowledge.

DATE: 1/29/2016 SIGNED: [signature] (Preparer)

SIGNED: _____ 3941 Oxbow Circle (Preparer's Address)

TITLE: HR Manager 321-704-8558 (Preparer's Telephone Number)

PROPERTY APPRAISER'S USE ONLY

I. Estimate of the revenue which will be lost to the City during the current fiscal year had the exempt property otherwise been subject to taxation: 0

II. Estimate of the taxable value lost to the City:
Improvements to real property: 0
Personal property: 0

DATE 2-12-16 SIGNED: [signature] (Property Appraiser)

Legislation Details (With Text)

File #:	16-132	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/30/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	New local business tax receipts. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	4-12-16 New local business tax receipts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 30, 2016
Agenda Date: April 12, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
New local business tax receipts

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for March 12, 2016 - March 30, 2016. Please keep in mind that some may represent businesses that let their business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
None, this is an information agenda item.

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007321	AMERICAN LIQUOR 524, INC. 2301 HIGHWAY 524 #100 COCOA FL 32926	3/29/16	NEW	Food Services and Drinking Places	321-636-9696
16-00007376	COCOA NAILS & SPA 2711 CLEARLAKE RD #4 COCOA FL 32926	3/30/16	NEW	Personal and Laundry Services	321-504-1116
16-00007375	CORDOVA & SONS MULTI TASK MAST 1914 FURMAN CT COCOA FL 32922	3/30/16	NEW	Repair and Maintenance	321-821-8225
16-00007370	CREATIVE LEARNING, INC. 453 KING ST COCOA FL 32922	3/16/16	NEW	Ambulatory Health Care Services	321-633-5511
16-00007374	MING TAU ENTERPRISES LLC 308 BREVARD AVE COCOA FL 32922	3/22/16	NEW	Clothing and Clothing Accessories St	267-449-9247
16-00007372	SHARED BLESSINGS, INC. 453 KING ST COCOA FL 32922	3/17/16	NEW	Educational Services	321-243-5284