City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, April 11, 2023

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 23-233 Approve the Agenda for the Regular meeting of April 11, 2023, as presented or with amendments.

Attachments: 04-11-2023 Short Agenda ADA.pdf

MINUTES:

II.2(a) 23-207 Approve the Minutes of the Regular meeting of February 28, 2023, as written or with amendments.

Attachments: 02-28-2023 Minutes ADA.pdf

II.2(b) 23-220 Approve the February 23, 2023 Special City Council Meeting Minutes as written or with amendments.

Attachments: Special City Council Minutes ADA.pdf
Exhibit A - Special City Council Meeting 02-23-2023.pdf
Ecomment_2_23 Workshop- K. Lortie.pdf

II.2(c) 23-221 Approve the March 6, 2023 Special City Council Meeting minutes as written or with amendments.

Attachments: 03-06-2023 Special Meeting Minutes ADA.pdf

III. AWARDS AND PRESENTATIONS:

III.1 23-97 Proclamation: Proclaiming Saturday, April 22, 2023 as "Arbor Day."

Attachments: 042223 Arbor Day Proclamation 2023.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 23-129 To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Replacement Clarifier Baffles with Installation from Ovivo USA, LLC Sedimentation Group for the Jerry Sellers Water Reclamation Facility and to Approve a Budget Resolution Amending the FY2023 Budget, BAF #23-058-A in the amount of $61,890.

Attachments:
- sole source resolution for replacement clarifier baffles.doc
- Ovivo Quote Q12162022 - Baffle Replacement Turnkey.pdf
- Ovivo Sole Source Letter - Baffle Replacement Turnkey.pdf
- Budget Resolution FY 2023- ADA Compliant.docx
- BAF-23-058-A-UT-Insurance Refund-Proceeds Hurr Nicole (4-11-23) Agenda 2:

V.2 23-153 Approve a Resolution Amending the FY 23 Budget, BAF #23-055-A, to accept the grant revenue for the State of Florida Historic Preservation Grant for the replacement of windows and doors at the Leon and Jewel Collins Museum of African American History and Culture in the amount of $150,500 and fund the grant match in the amount of $150,500 through the use of General Fund Balance Reserves.

Attachments:
- Budget Resolution FY 2023- ADA Compliant.docx
- BAF 23-055-A-CD-Historic Preservation Grant (4-11-23) Agenda 23-153.pdf

V.3 23-201 Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for FY2024, pending the final approval of the City of Cocoa FY2024 budget.

Attachments:
- 2023 ANR MUNICIPAL SERVICES AGREEMENT.pdf

V.4 23-226 To Authorize the City Manager to Terminate the Agreement for Utilities General Construction Contractor, dated November 9, 2020, with Southern Underground Industries, Inc. under RFQ-20-18-COC

Attachments:
- Agreement for Utilities General Construction Contractor Southern.pdf
- Cocoa Termination Letter Southern Underground 4-11-23.docx

V.5 23-236 To Approve a three-month extension of the Contract with the City's Investment Advisor, Public Trust Advisors.

Attachments: Public Trust Advisors Agreement.pdf
1st Amendment_PTA RFQ-18-07-COC_(FULLY EXECUTED).pdf
2nd Amendment RFQ NO. 18-07-COC.pdf
PARTIALLY EXECUTED PTA 3rd Amendment_RFQ-18-07-COC.pdf

MULTI-YEAR CONTRACTS:

V.6(b) 23-211 To Approve Participation in a Multi-Year Cooperative Purchase Agreement with W.W. Grainger, Inc., Lake Forest, IL, for Facility MRO, Industrial, and Building-Related Supplies and Equipment for the Dyal Water Treatment Plant Utilizing the Sourcewell RFP #091422, Effective November 7, 2022 through November 8, 2026 and a Renewal, Upon Request, Option for an Additional two (2) one (1) year periods; To Authorize the City Manager to Approve Purchase Orders up to the Adopted Budget Amounts and Extensions for the Contract.

Attachments: 091422-WWG Authorization Memo.pdf
Sourcewell Facility MRO Contract - 091422-WWG - Price Information.pdf
Grainger Contract 091422.pdf
Proof of Publication-Facility MRO 091422.pdf
Prop. Opening Record-Facility MRO 091422.pdf
RFP and Addendums-Facility MRO 091422.pdf
Comment and Review-Facility MRO 091422.pdf
Board Resolutions.pdf

V.7(b) 23-81 To Approve a Multi-Year Piggyback Agreement with Southland Controls Inc., Palm City, Florida, for Lime Slaker Repair Services for the Dyal Water Treatment Plant Utilizing the City of Sunrise, Florida, Bid Number 21-26-05-CM, effective August 13, 2021 through August 13, 12, 2023 and a renewal option for an Additional two (2) one (1) year periods; To Authorize the City Manager to Execute the Service Agreement, Piggyback Agreement and any Extensions; To Authorize the City Manager to Approve related purchase orders for each year in the contract.

Attachments:
- Award Documents - Lime Slaker Repair Services - Southland Controls Inc..pdf
- FULLY EXECUTED Standard Form for Piggyback Contract 21-26-05-CM.docx.
- RE Permission to Piggyback Contract No. 21-26-05-CM - Lime Slaker Repair Se
- Resolution No. 21-99.pdf
- SIGNED E-Verify Contractor Affidavit.pdf
- Southland Controls Inc. COI Exp 11.04.2023.pdf
- Southland Controls Inc. State Farm COI Exp. 06.06.2023.pdf

VI. PUBLIC HEARINGS:

VI.1 23-216 Consideration of Second and Final Reading of Ordinance 01-2023 a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of two (2) parcels totaling ±.64 acres from County Single-Family Residential (RU-1-9) to City Single-Family Residential (RU-1-7).

Attachments:
- Ordinance 01-2023 Rezoning Paradise Church County RU-1-9 to RU-1-7 (1).pd
- Exhibit A - Paradise Church Site Location (1) (3).pdf
- Exhibit B - Paradise Zoning Map (1) (1).pdf
- Exhibit C - FLU Paradise Church (1) (1).pdf
- Exhibit D - Application 2424558-242457 Paradise Church (1).pdf
- Legal Ad 4-11-23.pdf

VII. COUNCIL BUSINESS:

VII.1 23-222 Approve the current Code Enforcement Lien Reduction for the property located at 123 Factory St per either the Code Board's or Staff's recommendation. The Code Enforcement Board recommended that the lien be reduced to $1,000.00, staff recommended it be reduced to staff's cost $3,329.13. The Code Board reduced the amount to $1,000.00 due to hardship. .

Attachments: Lien Reduction Application.pdf
Staff Report for Lien Reduction-123fac.docx
Cost Affidavit Form -123.xlsx
BCPAO123Factory.pdf
2020-4075 NOV 123 Factory 2-26-2020.docx
board order EX10-17-20.pdf
Order Imposing Lien.pdf

VIII. CITY BUSINESS:

VIII.1 23-230 Approval of a Final Subdivision known as Riverwalk consistent with Chapter 18 - Subdivisions and Appendix A - Zoning of the City of Cocoa City Code and Restrictive Covenant related to Tract F.

Attachments: Riverwalk Final Plat.pdf
Exhibit A - Location Map.pdf
Declaration of Covenants and Restrictions
DECLARATION OF RESTRICTIVE USE COVENANT- Riverwalk

IX. INFORMATIONAL AGENDA:

IX.1 23-187 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

Attachments: Change Order Authorizations 2-28-23.pdf

IX.2 23-234 City Council Bi-Weekly Report for March 24, 2023-April 6, 2023.

Attachments: Bi-Weekly Report 03_24-04_06_23.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	23-233	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/5/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 11, 2023, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-11-2023 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 5, 2023
Agenda Date: April 11, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 11, 2023, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of April 11, 2023, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: April 11, 2023
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 11, 2023. (23-233)

2. Minutes: (a)Regular Meeting of February 28, 2023 (23-207)
(b)Special City Council Meeting of February 23, 2023 (23-220)
(c)Special City Council Meeting of March 6, 2023 (23-221)

III. Awards and Presentations:

1. Proclamation: Proclaiming Saturday, April 22, 2023 as Arbor Day. (23-97). (Public Works 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.

This Agenda may be Amended up until or at the Meeting

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

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Replacement Clarifier Baffles with Installation from Ovivo USA, LLC Sedimentation Group for the Jerry Sellers Water Reclamation Facility and to Approve a Budget Resolution Amending the FY2023 Budget, BAF #23-058-A in the amount of $61,890. (23-129). (Utilities Director)

2. Approve a Resolution Amending the FY 23 Budget, BAF #23-055-A, to accept the grant revenue for the State of Florida Historic Preservation Grant for the replacement of windows and doors at the Leon and Jewel Collins Museum of African American History and Culture in the amount of $150,500 and fund the grant match in the amount of $150,500 through the use of General Fund Balance Reserves. (23-153). (Community Services Director)

3. Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for FY2024, pending the final approval of the City of Cocoa FY2024 budget. (23-201). (Chief of Police)

4. Authorize the City Manager to Terminate the Agreement for Utilities General Construction Contractor, dated November 9, 2020, with Southern Underground Industries, Inc. under RFQ-20-18-COC. (23-226). (Utilities Director)

5. Approve a three-month extension of the Contract with the City's Investment Advisor, Public Trust Advisors. (23-236). (Finance Director)

(B) Multi-Year Contracts:

6. Approve Participation in a Multi-Year Cooperative Purchase Agreement with W.W. Grainger, Inc., Lake Forest, IL, for Facility MRO, Industrial, and Building-Related Supplies and Equipment for the Dyal Water Treatment Plant Utilizing the Sourcewell RFP #091422, Effective November 7, 2022 through November 8, 2026 and a Renewal, Upon Request, Option for an Additional two (2) one (1) year

periods; To Authorize the City Manager to Approve Purchase Orders up to the Adopted Budget Amounts and Extensions for the Contract. (23-211). (Utilities Director)

7. Approve a Multi-Year Piggyback Agreement with Southland Controls Inc., Palm City, Florida, for Lime Slaker Repair Services for the Dyal Water Treatment Plant Utilizing the City of Sunrise, Florida, Bid Number 21-26-05-CM, effective August 13, 2021 through August 13, 12, 2023 and a renewal option for an Additional two (2) one (1) year periods; To Authorize the City Manager to Execute the Service Agreement, Piggyback Agreement and any Extensions; To Authorize the City Manager to Approve related purchase orders for each year in the contract. (23-81). (Utilities Director)

VI. Public Hearings:

1. Consideration of Second and Final Reading of Ordinance 01-2023 a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of two (2) parcels totaling ±.64 acres from County Single-Family Residential (RU-1-9) to City Single-Family Residential (RU-1-7). (23-216). (Public Works Director)

VII. Council Business:

1. Approve the current Code Enforcement Lien Reduction for the property located at 123 Factory St per either the Code Board's or Staff's recommendation. The Code Enforcement Board recommended that the lien be reduced to $1,000.00, staff recommended it be reduced to staff's cost $3,329.13. The Code Board reduced the amount to $1,000.00 due to hardship. (23-222). (Chief of Police)

VIII. City Business:

1. Approval of a Final Subdivision known as Riverwalk consistent with Chapter 18 - Subdivisions and Appendix A - Zoning of the City of Cocoa City Code and Restrictive Covenant related to Tract F. (23-230). (Public Works Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (23-187). (Finance Director)

2. City Council Bi-Weekly Report for March 24-April 6, 2023. (23-234). (City Manager)

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

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

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irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

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Legislation Details (With Text)

File #:	23-207	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/22/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of February 28, 2023, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-28-2023 Minutes ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 22, 2023
Agenda Date: April 11, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of February 28, 2023, as written or with amendments.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of February 28, 2023, as written or with amendments

MINUTES
City of Cocoa
Regular Meeting of The City Council

February 28, 2023

A Regular City Council Meeting was held on Tuesday, February 28, 2023, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Mr. Willis from Emma Jewel Charter Academy provided the invocation and students from Emma Jewel Charter Academy led the assembly in the Pledge of Allegiance to the Flag of the United States of America. They also provided their School Pledge.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 28, 2023. (23-121)

2. Minutes: (a) Regular Meeting of December 13, 2022 (23-119)
(b) Regular Meeting of January 24, 2023 (23-122)

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to Amend the Agenda for the Regular meeting of February 28, 2023, by removing Item III.4.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION WAS CARRIED UNANIMOUSLY (5-0)

* **MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake, to approve the Minutes for the Regular meeting of December 13, 2022 and January 24, 2023 as written.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION WAS CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation by the Emma Jewel Charter Academy Step Team. (23-142). (Mayor Blake)

The Step Team provided a performance and showed the First-Place trophy that they received for the Cocoa/Rockledge Holiday Parade. Additionally, each student introduced themselves and thanked councilmembers for their support.

2. Proclamation: "Teacher of the Year". (23-137). (Councilmember Koss)

Councilmember Koss presented Ms. Pam Brockmeyer of Cocoa High School with flowers and a Proclamation recognizing her as Brevard Schools Foundation Teacher of the Year. Ms. Brockmeyer thanked the City for their support and noted that passion is why she does what she does.

Mayor Blake pointed out that she is also the coach of the girl's golf team and in 2016 the team had the highest gpa in the state of Florida.

Mayor Blake announced that Ms. Brockmeyer would be presented a Key to the City and would like everyone to return when that presentation is made.

Principal Stewart noted that from a personal standpoint she could not be more grateful for Ms. Brockmeyer. Her passion, community service, etc. cannot be paralleled and that is why she is the Teacher of the Year.

3. Certificates of Recognition to Cocoa High School's Class of 2023 Valedictorian, Jaden Edgecombe and Salutatorian, Angel Parham. (23-138). (Councilmember Goins)

Councilmember Goins spoke on behalf of these students being recognized and felt that today was special because it was about excellence and education.

Both of these students have not only excelled academically but also athletically. Being an athlete is hard enough and adding on academics makes it even harder.

He announced that for the first time in Cocoa High School's history, they have two African American scholars and athletes. He spoke to the students' families and thanked them for their dedication as well and for instilling character in their children as that should always remain the first priority. He stated that as a City they want to make sure these students and families are honored.

Angel Parham was recognized with a Certificate as the Salutatorian for the Class of 2023.

Jaden Edgecombe was recognized with a Certificate as the Valedictorian for the Class of 2023.

The students thanked Councilmember Goins, Council, their families, and others who were in attendance for their support.

Mayor Blake thanked the families for their support as well. He has known all of them for many years and spoke of their greatness. He further noted that no one ever stops learning and these students are the future.

Principal Stewart stated that she could not be prouder of these students as they are exemplary and represent the Senior class so well.

~~4. Proclamation: Proclaiming the Month of March, 2023 as "Hemophilia and Bleeding Disorders Awareness Month." (23-139). (Deputy Mayor Hearn)~~

- **This item was removed from the Agenda.**

IV. Delegations:

Thomas Cole, Emma Jewel Charter Academy, thanked the Council for allowing them to be here tonight and stated that local city government is the purest form of democracy. People will respect what you inspect. Each of the council members are being inspected at every meeting but if he wanted to speak at a higher level of government, he would not be able to, but in local government you can fill out a card and have the attention of council members. He thanked Council for their transparency and of their commitment to the school. He feels that because of them the students can flourish. He further stated that because of them the fruits of their labor are now coming to fruition. When things get dark he asked them to think about the harvest time.

John Verdi, founder of Hey-Blue!, announced that on March 7th from 4-8 p.m. there would be a Design Thinking Workshop at Endeavor Elementary School. He provided handouts and invited all to the event. He explained what the workshop would entail as well as the mini-workshop being held the same night. He noted that this is all to make positive connections with police officers.

At the request of Councilmember Koss, Mr. Verdi spoke about a point system that would be in place for people for participating in the HeyBlue! Program. He explained how points could be earned and what they can be used for. Points can be earned at the upcoming workshop as well.

Councilmember Goins advised that he was on the Cap Team for this organization and was begging people to participate in this event. They are trying to bridge the gap between cops and citizens.

Mr. Verdi requested that if anyone was interested that they rsvp because the max was sixty people.

Deputy Mayor Hearn thanked him for their efforts and that Endeavor was in his district. He asked if there was a digital file that could be shared.

Mayor Blake stated that there are several churches among him tonight and asked him to reach out to them as well.

Debra Dukes, Cocoa resident, thanked Mr. Cole for his statement as well as staff for all they do and spoke about a special event that was held in respect to their

trailblazers. She further mentioned upcoming events and advised that the Cocoa Police Department would be in attendance as their goal is to build bridges between all of the resources. Talent would also be displayed in local community centers. There are many great icons in the City and they want to highlight them.

Dawn Turner, Cocoa resident, purchased her home in Diamond Square fifteen years ago and had always felt that it was a dark street. When she got home yesterday it was lit up and she was very thankful. She wanted to thank the City.

Victoria Jones, Cocoa resident, called for accountability after there were issues with Officer Johnson, of which she explained in detail. She further provided more information as to other things that have happened to the officer. She believes that the issues should not longer go unaddressed. She asked that an official investigation be done on the matter.

Councilmember Goins advised that what she was referring to was a situation that took place at the District 3 Chief's Watch meeting. Some of the attendees took the meeting as an opportunity to slander, be aggressive and even sometimes racist in nature. When officers are being followed it becomes unprofessional. No officer should ever have to look behind them and wonder if they are being followed just to do a job. She is doing the job because the Chief gave her that job.

Councilmember Goins asked that everyone back off of the police officers and support them. He further asked Councilmembers that when something is going on in their district that they be mindful of staff. As a Council or staff, they do not mind accountability but he noted they would also (council and staff) not be threatened or harmed because they are doing their job.

Mayor Blake asked that people pray for the City. It is imperative.

Councilmember Dyal pointed out that Copper the Hound was named by students at various schools in the City and when Copper retires he belongs to the City. He feels that Officer Johnson is doing a great job. This needs to stop because the dog is a part of the City and he is a service dog trained to interact with people in the City.

Deputy Mayor Hearn stated that this has been going on for several months and has snowballed into other things. He echoed Councilmember Goins' sentiments and asked all to pay attention. He stressed that as a Council they will continue to push forward.

Chief Collier advised that the issue with Officer Johnson was being looked into.

Mayor Blake mentioned the vehicle that goes around the community with the Chief's face, his photo and the City Manager's photo on it. He agreed that things are escalating but also believes that prayer changes things.

Councilmember Koss was not aware of the incident involving Officer Johnson and stated that there are a number of people out there who are passionate about specific issues but a movement of scorch and burn has evolved. Others have attached to this thinking that the coalition can bring something down. Challenges cannot be raised because they are leveraged by those people. It is currently impossible to function. There are good things happening and there are a lot of good things of which need to be built on. The other stuff going on is not effective.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to extend Delegations.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Gloria Weatherspoon, Cocoa resident, agreed with Ms. Jones' remarks and introduced herself. She is a potential resident who does research about where she may want to reside. She thanked the police officers for the work that they do as well as Councilmember Goins for his help. There are a lot of great things happening in Cocoa and Officer Johnson is a great officer that they do not want to lose. Ms. Weathersppon stated she would continue to be involved in the community and mentioned an event this past Saturday where they served lunch to the police officers.

Cheyenne Livingston, Cocoa resident, was in attendance last month to ask for help with an assessment of $8,000 that he along with several others were being charged. He thanked Mayor Blake, Deputy Mayor Hearn, Councilmember Goins, and Chief Collier because out of nine people who the special assessment was placed upon, six were helped. They no longer have to come up with the money and it was a great help and deeply appreciated. In closing, he noted that Deputy Mayor Hearn came to his home and sat and spoke with him. This boosted the morale of the elderly and disabled who thought they were going to lose their homes.

Deputy Mayor Hearn shared that this was emotional for him because many things are done off of the dias. All of those that were helped were disabled or veterans. All of the lies, slander and other stuff going on takes away from them being able to do things like this which is helping citizens. All of the council members have families and other commitments and it is hard. He believed that these actions need to be recognized. This is just one story and they will continue to have those with issues but Council will continue to fight for the people of Cocoa.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY23 Budget BAF#23-045-A, Recognizing the Revenue for the Arbor Mitigation Fund and Assigning Budget as the Match for the Forestry Grant - Tree Installation at various City Parks, Properties, and rights-of-way. Authorize the City Manager to issue the related Purchase Orders. (23-100). (Public Works Director)

2. Award Bid No. B-23-04-COC, Viera Pump Station Chlorination Improvements, Project No. WS21VP to L7 Construction, Inc. of Sanford, Florida, in the Amount of $833,700; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $83,370 (10% of the contract amount), for a total cost of $917,070; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-044-PT; To Authorize the City Manager to execute the Contract. (23-98). (Utilities Director)

(B) Multi-Year Contracts:

3. Approve the Participation in a Multi-Year Cooperative Purchase Agreement with Trane of Maitland, Florida to Maintain and Provide Repair Services for the HVAC Systems the Dyal WTP Operates Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 with an Option to Renew the Contract for One (1) Additional Five (5) Year Period; To Authorize the City Manager to Execute the Service Agreement/Contract, Amendments, and Purchase Orders for each Fiscal Year. (23-79). (Utilities Director)

4. Approve a Piggyback Agreement with DMD Consultants, Inc. for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants

Utilizing the JEA Contract No. 189884 Effective June, 2020 through June, 2025; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract. (23-94). (Utilities Director)

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

None.

VII. Council Business:

None.

VIII. City Business:

None.

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. FY 2023 Budget Adjustment Report. (23-123). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (23-124). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (23-125). (Finance Director)

4. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 1/31/2023. (23-99). (Finance Director)

5. City Council Bi-Weekly Report (February 1-23, 2023). (23-151). (City Manager)

X. Reports:

Mr. Walsh reminded everyone about the disinfection change starting on March 3rd. Water customers may notice a change in the taste of the water but he assured everyone it is safe to drink.

Chief Lamm spoke about the National Flood Insurance Program through FEMA and provided a brief background in regards to what it entails. He presented the City with a plaque because the City was recognized by them for having undertaken a series of meaningful activities to protect its citizens from losses caused by flooding and for having significantly exceeded the requirements for NFIP participation and floodplain management.

City Manager Whitten mentioned legislative priorities and that the list was forwarded to them earlier in the day. The same list was provided at the Workshop on February 23rd with the exception of #9.

Mayor Blake asked that the three of them attending Legislative Action Days in Tallahassee each take three priorities. He asked that the three they choose be conveyed to the City Manager and City Clerk, as well as the City Attorney if needed, so they would all know which ones each will be well versed on.

Councilmember Dyal thanked staff for all of the hard work they do.

Councilmember Goins spoke about the Seniors at Lunch Program at the Joe Lee Smith Center and stated it was from 10 a.m. until 2 p.m., Monday through Friday. He urged everyone who could to take part in the program.

He showed photos of events that he has attended throughout the month, such as the Black History Program at Emma Jewel, the Black History Program at the Church of God, and the Black History Program at Faith Temple in Rockledge. He also showed photos from earlier in the day where he read to students at Suntree Elementary School, and reiterated his statements from earlier in the meeting about supporting the blue.

He voiced his appreciation for the Chief, Staff, and Council.

Lastly, he would like to bring back information regarding the small lots in the Diamond Square area that may be unbuildable due to size. City Manager Whitten advised that is a topic on a workshop agenda.

Councilmember Koss spoke about District 4 being the educational center of Cocoa, as it contains Eastern Florida State College, the Florida Solar Energy Center, Cocoa High School and Brevard Adult and Community Education. It is also a recreational hub. In her experience, cities with some sort of collegiate influence enhances cultural life as well. She mentioned things that are diverse are happening within the district. There are also several concerts coming up through the college. She reiterated that there are a lot of cultural differences and opportunities available.

Deputy Mayor Hearn showed photos of events that have gone on in District 2 including the Hilltop Cemetery cleanup, Mardi Paws in the Park, and Matthews Hope who hosted a food truck festival.

He spoke about the previous workshop and was glad to see things being done and for upcoming projects. Lastly, he attended a virtual meeting last night and it was the first meeting of the Young Elected Officials meetings throughout the state of Florida. He heard some great ideas and looked forward to bringing that information to Council.

Councilmember Goins presented Mayor Blake a plaque that was presented at a recent program recognizing him as a Brevard County Black History Hero for 2023. He is the first black Mayor in the City and he spoke of his appreciation for him and all that he does. Mayor Blake thanked Pastor Ferguson and his staff for the honor.

Mayor Blake mentioned that he and the City Manager met with Capt. John Murray and a few others from the Port and they spoke about the correlation between the Port and the City of Cocoa. He stressed that the City needs press and it is imperative that Brightline come to our City.

Mayor Blake showed photos of events he has attended over the past few weeks such as Mardi Gras, several Black History events, one of which recognized himself and his father, Dick Blake; the Emma Jewel Charter Academy acknowledgement of Alvin Blackmon Sr., Mardi Paws in the Park, Vaya Space event, Community Literacy Night at Cocoa High School and participating as a guest chef at Emma Jewel Charter Academy.

He thanked staff and wished all a good night.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to adjourn the Regular meeting of February 28, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:59 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	23-220	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/27/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Approve the February 23, 2023 Special City Council Meeting Minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Special City Council Minutes ADA.pdf Exhibit A - Special City Council Meeting 02-23-2023.pdf Ecomment_ 2_23 Workshop- K. Lortie.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 27, 2023
Agenda Date: April 11, 2023
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the February 23, 2023 Special City Council Meeting Minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the February 23, 2023 Special City Council Meeting Minutes as written or with amendments.

MINUTES
City of Cocoa
City Council Priorities Workshop

February 23, 2023

A City Council Workshop was held on Tuesday, February 23, 2023, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 10:04 a.m.

Mayor Blake asked for a consensus to end the meeting at 2pm instead of 4pm. In response, Council agreed to end the meeting at 2pm.

Chief Collier provided the invocation and Chief Lamm 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:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney (arrived at 10:18am)
	Stockton Whitten	City Manager
	Monica Arsenault	Assistant City Clerk
	Carie Shealy	City Clerk (started at 12:30pm)

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director (arrived 10:46am); Charlene Neuterman, Community Services Director; Samantha Senger, Director of Communication & Economic Development; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief;

Rob Beach, Chief Technology Officer; Bryant Smith, Public Works Director; and Eric Montgomery, Helpdesk Support Tech.

Councilmember Koss wished to point out that there are several items on the agenda today that are requesting that Council make decisions on multi-million-dollar programs that will impact the City over many years. She read a blurb from the Florida Municipal Officials Manual and asked that Council not be placed in a position to vote on items that they've only had forty-eight hours to review and have not had maximum citizen participation. She added that she has no problem with the projects they have already voted on.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn to provide input but save final decisions on the legislative items for a formal Council meeting, for discussion.**

Deputy Mayor Hearn added that while he is in favor of taking more time to review the Master Parks plan, he doesn't want to bind Council to a motion that would not allow them to make decisions on time sensitive items.

* **Councilmember Koss amended her motion to make an exception for items that are time sensitive.**

Mayor Blake explained that should the Council decide to vote on something today, it can always be brought back to Council to be amended in the future if necessary.

Councilmember Goins asked Councilmember Koss if she could be specific as to which items she does not feel comfortable voting on and include that in her motion. He added that these workshops are advertised on social media and he feels that the citizens trust the people they elected to do their job.

Councilmember Koss explained that her main point is that the Florida League of Cities' best practices say that decisions should not be made at workshops. The purpose of the workshops is to allow an informal opportunity for Council to discuss items, however the decisions should be made at a formal Council meeting.

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

THE MOTION FAILED (3-2)

City Manager Whitten added that with all due respect to the Florida League of Cities, a lot of their best practices are preempted by the City's policies and

procedures. He shared that in the City's Operations and Procedures manual it says that action can be taken at workshops. He pointed out that there is a lot on the agenda today that needs to be discussed.

Ms. Senger talked briefly about the Upstart Cocoa program and pointed out that staff has received a lot of good feedback on the program.

City Manager Whitten talked about the City's 8th Annual Job Fair which takes place today from 10am-1pm at the Dr. Joe Lee Smith Center.

He talked about the Police Department and shared crime statistics as 2022 came to a close. He shared a video and pointed out that crime was reduced by 4.1% in 2022 compared to 2021. Additionally, there were no murders in the City of Cocoa in 2022, however aggravated assaults increased by 18.9% but in the majority of these cases the victim knew the offender. The Police Department is working diligently to improve the quality of life in the City of Cocoa.

Councilmember Koss asked if the majority of the aggravated assault cases were domestic violence related. In response, Chief Collier explained that they are not. He noted that some may be domestic violence related but the majority of the disputes take place between friends, neighbors or other sorts of acquaintances.

II. Workshop Topics:

1. Parks Master Plan & Project Discussion

A presentation[1] was shown and Mr. Smith shared an overview of the Parks Master Plan.

City Manager Whitten added that in most instances, the City's parks are in such a condition that the foundation of the park itself needs to be addressed. Some of these issues include bleachers, lighting, fields, drainage, scoreboards and goal posts.

Mr. Smith reviewed the format of the plan and explained that each year, as part of the budget cycle, staff will be seeking direction from Council on which parks and initiatives they would like to prioritize so staff can budget accordingly.

Carmalt Park was discussed and Mr. Smith referred to the Parks Infrastructure and Master Plan which provides the following recommendations:

- Additional Seating

[1] Exhibit A: Special City Council Meeting (02/23/2023)

- Additional Lighting along the path
- Safety signage for pedestrians and cyclists
- Signage about surrounding ecosystems

Mr. Smith noted that the goal is to attract more leagues to use the parks and gradually host tournaments to bring in more revenue for the parks.

Councilmember Koss talked about park deserts and mentioned that Districts 2 and 4 have this issue. In response, Mr. Smith recommended that the existing parks be taken care of first as a lot are in disrepair and have not been updated since the 1970s.

Councilmember Koss asked if park deserts could at least be included in the Parks Master Plan so that even if new parks cannot be added now, there is a plan in place to add them later. She specifically named Cocoa Hills, Pineridge and Cocoa Manor as areas that have high numbers of youth but do not have parks.

City Manager Whitten clarified if she was asking to identify pieces of property for future parks in the plan. In response, Councilmember Koss stated that while that would certainly be a starting point, she was thinking more along the lines of identifying neighborhoods in need.

Councilmember Goins added that lighting and security at parks is a top priority for him.

Deputy Mayor Hearn suggested that Council think about specific parcels of property that may be suitable for a park in the future. He added that he understands that the money may not be available to do the projects right now but this way citizens have an idea of what is coming in the future.

City Manager Whitten explained that the Parks Master Plan can be amended at any time and is as simple as bringing forward an agenda item to Council at a meeting.

Mr. Smith shared an overview and status for Provost Park. He explained that it is at ninety percent design and is anticipated to go out for bid in the next six weeks. The design includes a multi-purpose field, two full-size basketball courts, pickleball courts, restroom building modifications, lighting, fencing, benches and future parking.

Mr. Smith showed a site layout of Provost park and noted that the parking lot and stormwater area on Fiske is a future project. The design was put on hold at 90% and never revisited. Staff suggests providing funding to complete the design and construction of this in conjunction with the other Provost improvements. This

project would provide 46 improved parking spaces with a combination of asphalt and pervious pavers. This would provide approximately 86 total spaces and would be included in the bid.

Mr. Smith asked for Council direction on a color scheme to include in the bid. Council discussed including the color orange and/or the City logo.

Councilmember Goins pointed out that although the issues with parking on the Fiske Blvd. side have been discussed, there are issues on the Varr Avenue side as well. He believes the issue is coming from the stormwater pipe in the ditch which is causing the parking lot to flood. In response, Mr. Smith explained that the issue is on their list to address. He added that the Fiske Blvd. parking lot will be included in the bid package as well.

In regard to the color scheme for the courts, it was agreed that Mr. Smith would work with Ms. Senger to get an idea of which colors would be best and to get a final decision from Council.

Mr. Smith shared an overview and status for Bracco Pond Park. He shared that there will be multi-station static exercise equipment that will be accessible around the walking path. He noted that the stations have already been installed and pads are being installed and should be complete soon.

He gave an update on Junny Rios Martinez Park and shared that it is at 90% design and is anticipated to go out for bid in March. There will be a new splash pad and 44’x32’ pavilion.

Additionally, Mr. Smith gave an update on Stradley Park. The design is at 90% completion and is anticipated to go out for bid in March or April. Some renovations including restroom fixtures and stairs are currently underway or completed. The goal is to also reconstruct the football field with related stormwater and irrigation improvements and to renovate the Field House.

Councilmember Koss inquired about Travis Park. In response, Mr. Smith explained that the County has been doing work on Travis Park and have funding to make improvements to the building such as fixtures and flooring.

Councilmember Koss shared that there is an underutilized recreation center at Travis Park. There are plenty of youth in the area who would love to participate in programs and camps there, but the price is too much without some sort of supplementation like what the Dr. Joe Lee Center offers. In response, Mr. Smith shared that the County offers discounts through their application process.

She also asked about potential for dog parks or a community garden. In response, Mr. Smith explained that if those improvements are going to be made than a conversation will have to be held on how they are going to be operated and maintained.

Councilmember Koss asked if the City has an Interlocal Agreement with the County for the parks. In response, Mr. Smith explained that the City has been operating with the County under an expired agreement, however a current Interlocal is being worked on but has been held up on a few items.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the Parks Infrastructure and Master Plan.**

Mayor Blake opened the discussion to the public.

Celeste Corrado, Cocoa citizen, asked Council to consider deferring their vote to allow more time for public input. She added that she feels the City may be overlooking some opportunities and with the City constantly growing it is something the City should think about. She talked about greenspace, aesthetics and resources.

Councilmember Goins asked Ms. Corrado if she has reached out to staff to share her ideas and expertise. He does not think it is fair that she is making certain statements but has not reached out to set up a meeting with staff. In response, Ms. Corrado noted that she reached out to someone to get contact information for the Planning and Zoning Department and was told that she is not allowed to contact them directly. Additionally, she applied to be on the Planning & Zoning Board but was not selected.

Councilmember Koss asked if Council could consider allowing the public thirty days for input before Council votes on it.

City Manager Whitten noted that the City is building on the same plan that was presented last year. He reiterated that even if Council votes on the plan today, an item can always be brought forward to Council in the future to make adjustments to it.

Deputy Mayor Hearn asked Council to consider amending the motion to postpone the vote to the next Council meeting on February 28, 2023 to allow the public a few more days to look over the plan.

Gregg Stoll, Cocoa citizen, wished to make a suggestion about adding a conservation park. He provided two properties as examples. He made some suggestions regarding plants at the parks and he talked about flood mitigation at Mud Lake.

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

THE MOTION CARRIED (3-2)

Jason Estes, from Village Idiot, spoke about on-street and outdoor dining. He shared that their goal is to attract more people to the Village and get more businesses involved. The on-street and outdoor dining has really helped their business and they are willing to pay for the space. Additionally, they have added parking and have spent money to make the area safe and aesthetically pleasing.

Patrick Evangelista, from Pub Americana, spoke about on-street and outdoor dining and noted that he thought this has already been voted on and they were just waiting on further direction on how they were going to move forward. He asked if this is something that is going to be voted on again, what Council's concerns are. He asked Council to consider bringing this item back to a Regular Council meeting if they are thinking of making a motion on it today.

Aleck Greenwood, 630 Brevard Ave., stated that the Council originally agreed to on-street and outdoor dining as a temporary situation. The City does not have the luxury of ample parking and it is an on-going issue. He added that there are many people that do not support this and the Council cannot allow this for one or two businesses and not the entire City.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to take a thirty-minute recess.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. On-Street Dining

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to reconvene the Workshop AT 12:49 p.m.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Neuterman provided a background of the outdoor dining Resolution that was enacted during Covid. She further provided examples of cities that currently are currently issuing sidewalk café or on-street dining permits. The cities discussed were Mount Dora, Winter Park, Delray Beach, Key West, and Orlando.

Ms. Neuterman explained that staff was asking Council for direction and to consider the following: Discontinue on-street dining, continue with current on street dining, or establish new sidewalk and outdoor dining permit ordinance.

Mayor Blake asked about the insurance requirements for the businesses who have these permits. It was pointed out that the owners absorb the costs of insurance and the insurance requirements would depend on the City. Ms. Neuterman explained Cocoa's requirements.

Councilwoman Koss asked if the cities discussed also had on-street dining. In response, Ms. Neuterman noted that neither Mt. Dora or Winter Park had on-street dining. Delray Beach, Orlando, and Key West do have it. Councilmember Koss further asked how long these cities have been doing it and in response, Ms. Neuterman stated that from research they all seem to come from the Covid-19 era.

Councilmember Koss asked if a new business came in would they acquire the rights to the on-street dining if a business had a permit. In response, Ms. Neuterman stated no, the new business would have to reapply for everything. Currently, only the Village Idiot and Pub Americana have on-street dining in the Village.

Ms. Neuterman added that a part of the ordinance would include side walk cafes because they would have to establish cleanliness guidelines as well as maintenance plans.

Councilmember Koss clarified that this was consideration for two items. City Manager Whitten explained it was only considering the on-street dining.

Councilmember Koss reiterated that this is another item of legislation that should be done at a regular Council meeting.

Deputy Mayor Hearn asked what Council thought of the idea of golf carts that had been brought up at the Cocoa CRA meeting. It was pointed out that the golf cart item would be brought back to the CRA. Deputy Mayor Hearn thought that fees from the on-street dining could supplement the golf cart idea and/or jobs.

Discussion was held on the impact fees that would be collected and where they would be applied to. Ms. Bowman explained that they would go into the general fund. Parking spots were discussed as well.

Councilmember Dyal stated that there are establishments that are not doing this but could. The two establishments doing this are doing very well but there are some that cannot do this. Additionally, when there is a craft fair and a merchant wants to put something out they have to rent a space. He feels it is a complicated situation.

Councilmember Goins advised that when Covid hit there was an open time frame that allowed for businesses to apply for an on-street dining permit. There were only five that applied and none of those were denied. Ossorios does not have immediate on-street parking in front of their business. This ordinance would say that they have to have immediate parking right in front of their business.

Councilmember Dyal further added that during Covid merchants could put markers in front of their store for pick up or drop off. That has ended and there are some that do not believe that is fair.

Councilmember Koss likes the outdoor dining but agrees with Councilmember Dyal on the issue of fairness, as she too as heard from her constituents.

Further discussion was held on this issue and it was advised that an ordinance would have to come back for first and second readings at a City Council meeting.

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn, to approve #3: Establish a new Sidewalk and Outdoor Dining Permit Ordinance, with no more three (3) parking spaces, angled or parallel.**

Councilmember Koss clarified that this was only for the existing businesses. Staff responded and stated no, it was for anyone but they must have parking spaces directly in front/adjacent to the business.

Councilmember Goins Amended the Motion as follows:

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn, to approve #3: Establish a new Sidewalk and Outdoor Dining Permit Ordinance,**

with no more three (3) parking spaces, angled or parallel and Parking spaces should be adjacent to the food and beverage businesses.

AYES: Hearn, Goins, Dyal

NAYES: Blake, Koss

The motion carried (3-2)

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to take a three-minute recess beginning at 1:30 p.m.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to reconvene the Workshop at 1:37 p.m.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Fund Balance

City Manager Whitten explained that each year the Finance team closes the books from the previous fiscal year and this portion of the workshop was in regards to assigned and unassigned fund balance.

Ms. Bowman explained that each year she has to determine what each of the classifications are and that there was about $32 million in total fund balance and they can change categories for certain reasons. She spoke about fund balance in furtherance.

It was pointed out that there was approximately $5.78 million dollars and they looked closely at what these funds should be set aside for. Per the FOM (Finance Operations Manual) the City Manager has the ability to assign this; however, the wanted to bring this forward to City Council to determine what should go into fund balance.

City Manager Whitten reiterated what the FOM states and he is not comfortable doing it that way. He noted that having these funds is not always the case, they have just been fortunate in the last two years to have them.

Ms. Bowman explained in detail how the different funds are derived and what they are used for.

City Manager Whitten added that they always want a liquidity reserve as high as possible and Ms. Bowman does a good job of not spending all of the monies that come into the reserve accounts.

He explained that the following recommendations would be done in the next fiscal year but if they decide to do them sooner a budget amendment would need to be done. Ms. Bowman concurred. This would be in the next fiscal year but if they want to do it sooner a budget amendment would have to be done. Ms. Bowman concurred.

The recommendations for the use of Unassigned Fund Balance are:

- **Road Paving:** Mr. Smith explained the needs of these funds for paving and if approved he would start with $500,000 instead of $300,000 which is the usual budget for paving.
- **Additional Grant Match Fiske/Broadmoor Acres:** Mr. Smith explained this project and the history of bidding and FEMA. This would be beneficial in the event that the City has to cover any cost overruns. Mr. Smith assured Council that they were asking FEMA for more money and if approved, by them this amount could be reduced and reallocated.
- **Fire Pumper Truck:** Chief Lamm explained the reasonings behind this request and in order to meet regulations you have to have a certain number of pumpers. In order to keep up with replacements, one has to be ordered now or they will run the risk of not having a backup apparatus.
- **Police & Fire High School Cadet Program:** City Manager Whitten spoke on behalf of this request and shared that a name for the program has not been thought of, however, the Police Chief spoke with the Cocoa High School principal about this for those students may be interested in a public safety curriculum. There would be five students interested in police and five interested in fire and they would be put through the proper academies. The City would fund the academy as well as provide a monthly living stipend. In turn, they would commit to the police or fire departments for a number of years (which is not yet determined). He believes that this would be a great recruiting tool for those who do not want or cannot go to college.

In response to a question posed by Deputy Mayor Hearn in regards to if the students would have to sign a MOU, the City Manager advised yes but those details have not yet been worked out.

- **Affordable Housing or Down payment Assistance Program:** These funds are set aside for affordable housing or projects that the Housing

Authority is looking into or for other housing initiatives. Firefighter & Police Officer Recruitment program: this is not a repeat of the above, but for new officers and firefighters. Bonus incentives on top of state incentives. New program for the City for recruitment. Handed them a memo from former Comm. Hankins to Chief Cantaloupe that speaks about the difficulty in recruiting and retaining experienced/new officers. This is not a new issue it has always been.

- **Dixon/IRD Project:** Mr. Smith explained this project and that it was the elevation of Indian River Drive as well as water quality enhancements to that area. He mentioned the grant that was received and that it was a 50/50 match. They will be strategic with funding and this amount will allow them to not have to ask for as much in order to match the grant that was received.

- **Museums Capital:** This funding would be used for the City's museums.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve staff's recommendation, for discussion.**

Councilmember Koss asked if the FOM can be updated to require spending of these funds to have to be brought before Council. She asked for the change to be brought to a Council meeting.

Councilmember Koss noted that these change yearly and asked if something was being done differently in budgeting or was it a reflection of a change in the economy.

City Manager Whitten agreed and advised that these funds would go up and down as they are projections.

Further discussion was held on roads, emergency vehicles, and the grant timeline that Mr. Smith referred to.

Sam Steele, an employee, felt that all public safety currently has issues with hiring and retaining. Fire Fighters at the City are starting out $3,000-$4,000 less than other cities and counties. Usually it would not be a big deal but as of April there will be four of five more openings and this summer, they would have more. He felt that something needed to be done to even things out even though there is a line item for recruitment.

Celeste Corrado, Cocoa resident, asked if there was a prioritization process on how the City Manager decides how these uses are determined. In response, City Manager Whitten shared that Public Safety comes first as well as core services,

such as police, fire, and roads. If there are capital requests he speaks with the directors. Ms. Corrado further asked about the Dixon/IRD project. In response, Mr. Smith stated that it was in design but the grant proposal was there. Information on this was also on the website and in the FYI Newsletter. Lastly, she asked about the museum and where the money was going to.

Gregg Stoll, Cocoa resident, thanked City Manager and staff for this. He spoke in regards to the Brevard Museum of History and Natural Science and shared that a facility study has been done and progress was being made. He provided a brief synopsis of what was being done. This was a volunteer ran museum. They were open for twenty hours in December and over seven hundred people visited the Museum. He felt it was a great image improver for Cocoa.

Aleck Greenwood, Cocoa resident, appreciated the Cocoa Village parking allocation that was done a year ago and asked if there were any ideas for that. In response, City Manager Whitten advised that this would be discussed in the Assigned Fund Balance discussion. Mr. Greenwood complimented Deputy Mayor Hearn and Councilmember Dyal in regards to the idea of the spaces utilized for restaurants. The idea of involving merchants' input was great and the funding could possibly be used to pay someone to give access to the Village. He recommended an electric car like the electric Model-T that he has coming. He asked them to keep parking in mind as well.

City Manager Whitten briefly mentioned legislative priorities and that he would like Council to give some thought to those listed.

Mayor Blake thanked all for coming and mentioned that there would be a continuation of this workshop in the future.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to adjourn the City Council Priorities Workshop of February 23, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 2:35 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk



UPSTART COCOA SMALL BUSINESS PROGRAM

APPLY TODAY FOR THE UPSTART COCOA FORGIVABLE LOAN!

- Up to $10,000 to promote the growth of women and minority-owned small businesses looking to either start a business in the City of Cocoa or relocate an existing business to the City of Cocoa.
- 6 months of customized coaching and educational training administered by weVENTURE Women's Business Center.

Contact Us :

321-433-8684

choosecocoa.org

8th Annual COCOA JOB FAIR



Thursday, February 23rd | 10am-1pm

Dr. Joe Lee Smith Community Center

Free and open to the public. No registration is required for job seekers. Just plan to attend with your resume and dress for success. For more info, visit **www.ChooseCocoa.org/jobfair**.

Sponsored by:

THE CITY OF COCOA OPEN FOR BUSINESS

CareerSource BREVARD

COCOA
FLORIDA

2023 COUNCIL PRIORITIES & PLANNING WORKSHOP

February 23, 2023



AGENDA

COCOA
FLORIDA

1. Parks Master Plan Review & Approval with Project Updates
2. Planning and Priorities Plan Review and Approval
3. Rent Ordinance
4. On-street/Outdoor Dining
5. Budget Overview
6. Council Priorities
7. Fund Balance
8. Public Input/Citizen Participation

PARKS MASTERPLAN REVIEW/ APPROVAL

PROJECT UPDATE



COCOA FLORIDA

OVERVIEW

- 2020 - Parks and Recreation Master Plan: High level and long-term plan for City parks.
- More immediate concerns and needs that were not addressed.
- City staff worked with BCPR and various park end-users to determine more immediate needs and developed the Parks Infrastructure Plan.
- Both plans were combined to showcase the needs of our many parks.

PARKS MASTERPLAN FORMAT

I. Executive Summary & Introduction

II. Evaluation of Existing Conditions

III. Parks and Recreation Needs Assessment

IV. Long Range Vision

V. Appendices

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

Provost Park

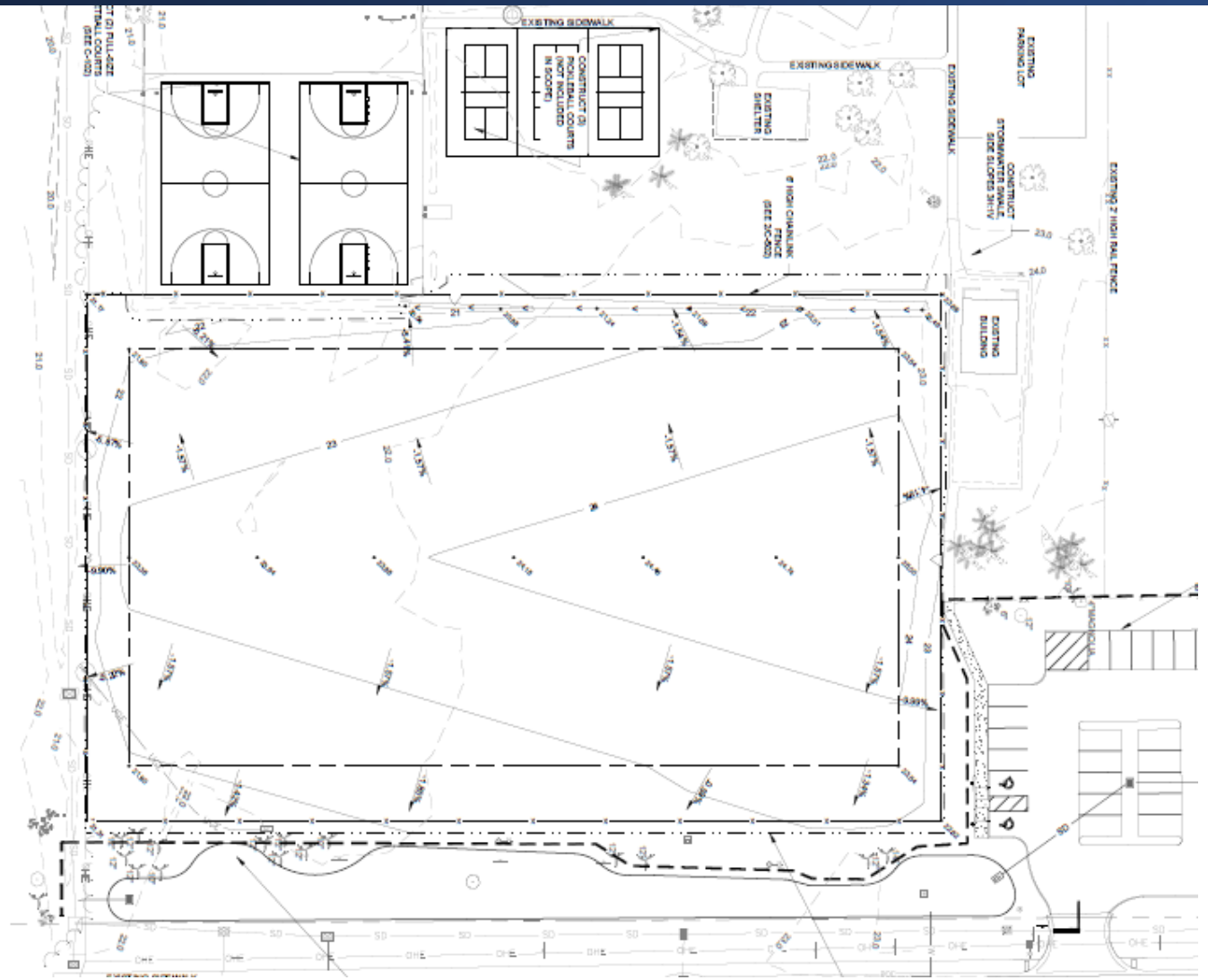
COCOA
FLORIDA

Overview	Multi-purpose field, 2 full-size basketball courts, pickleball courts, restroom building modifications, lighting, fencing, benches, future parking
Status	At 90% design, anticipated to go out for bid in the next 6 weeks
District	1

Note that lighting, fencing, benches, modifications, etc. will be included in the design, but may be omitted pending actual construction bids.

Provost Park Site Layout

COCOA
FLORIDA



Items to decide:

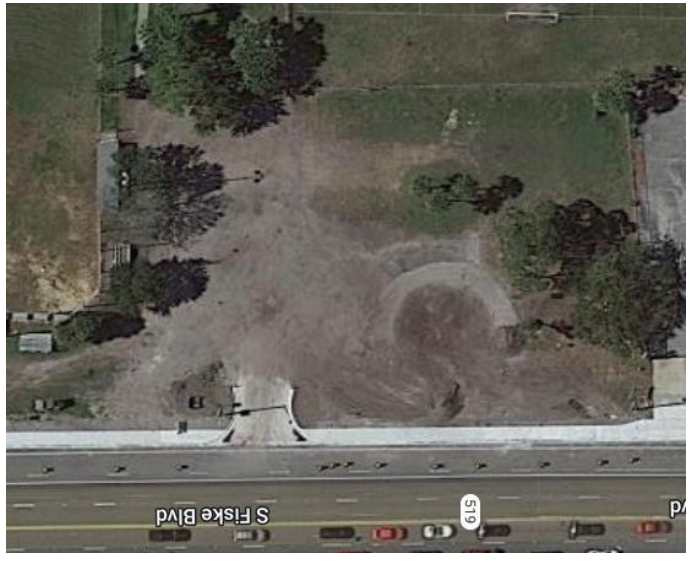
- Is there a specific color theme/scheme and logo that is preferred on the courts? This color scheme would be copied on the Pickleball Courts (except the logo).
  - Base Color
  - Key
  - Center Logo

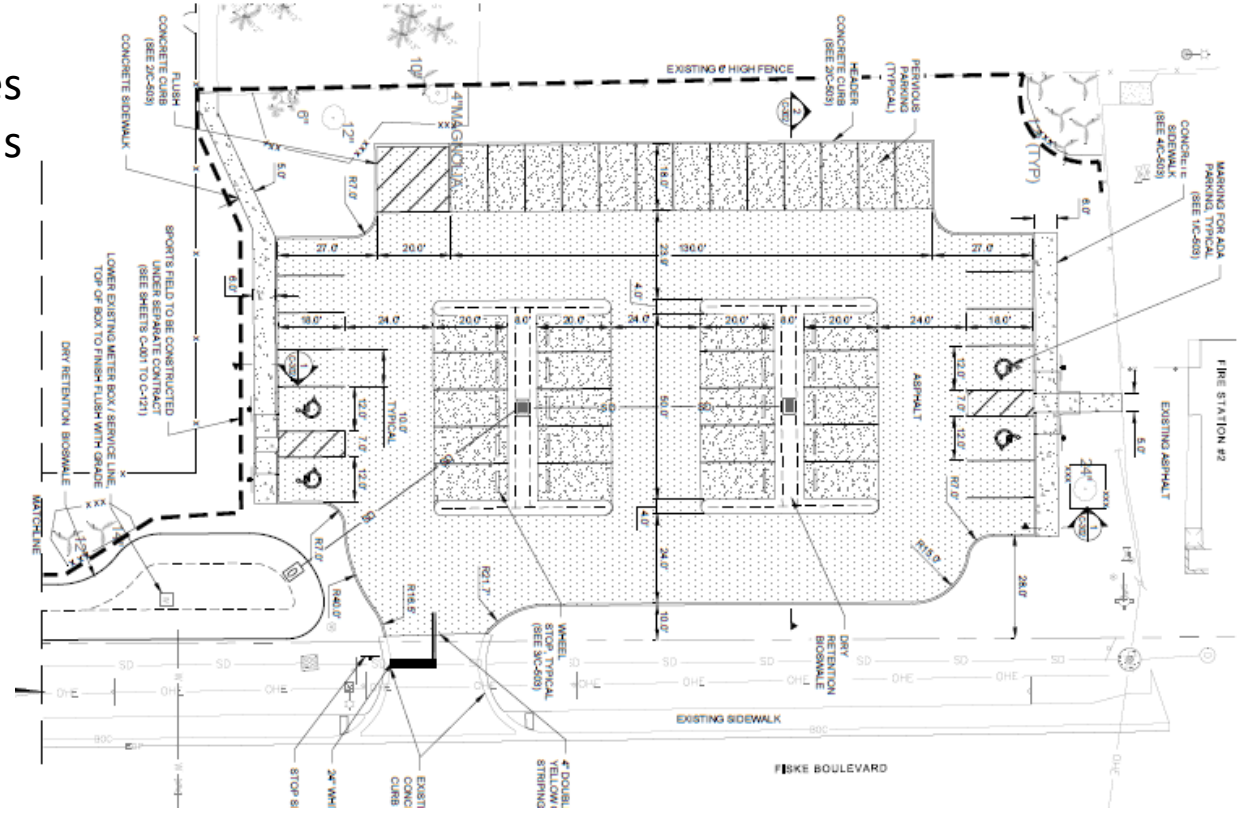
Provost Park Future Parking

COCOA
FLORIDA

Items to decide:

- The parking lot and stormwater area on Fiske is a future project. This design was put on hold at 90% and never revisited. Staff suggests providing funding to complete the design and construction of this in conjunction with the other Provost Improvements.
- This project would provide 46 improved parking spaces with a combination of asphalt and pervious pavers. This would provide approximately 86 total spaces.

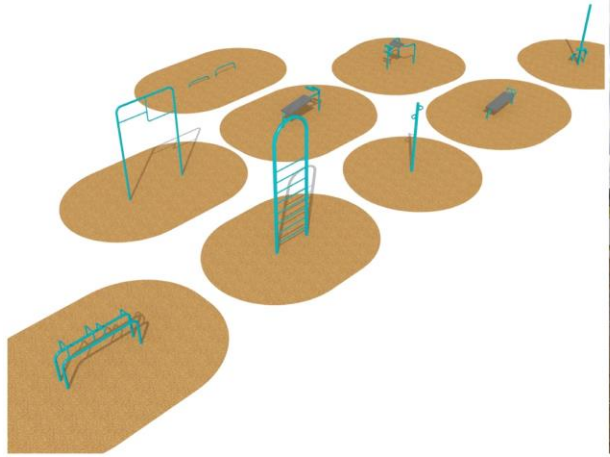




Bracco Pond Park

COCOA
FLORIDA

Overview	Multi-station static exercise equipment around the walking path at Bracco Pond Park
Status	Stations Installed, pads being installed and should be complete soon
District	2





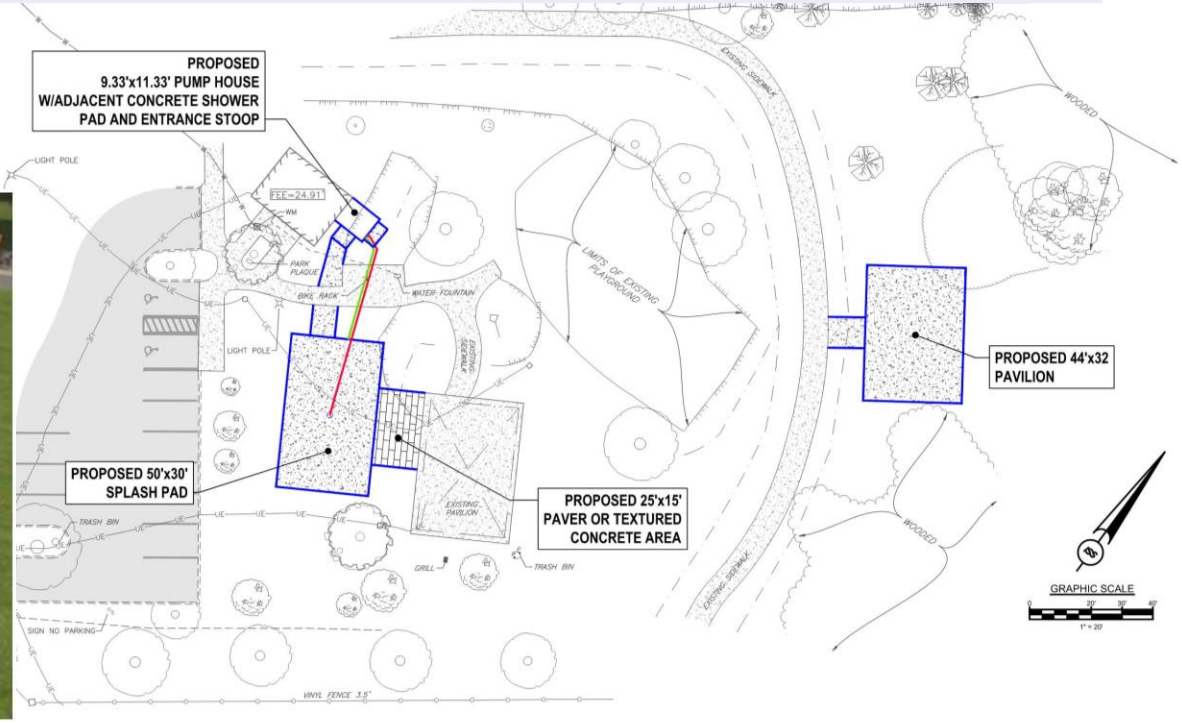


Junny Rios Martinez Park

COCOA
FLORIDA

Overview	New splash pad (ADA compliant, pumphouse and equipment) and 44’x32’ pavilion
Status	At 90% design, anticipated to go out for bid in March
District	3

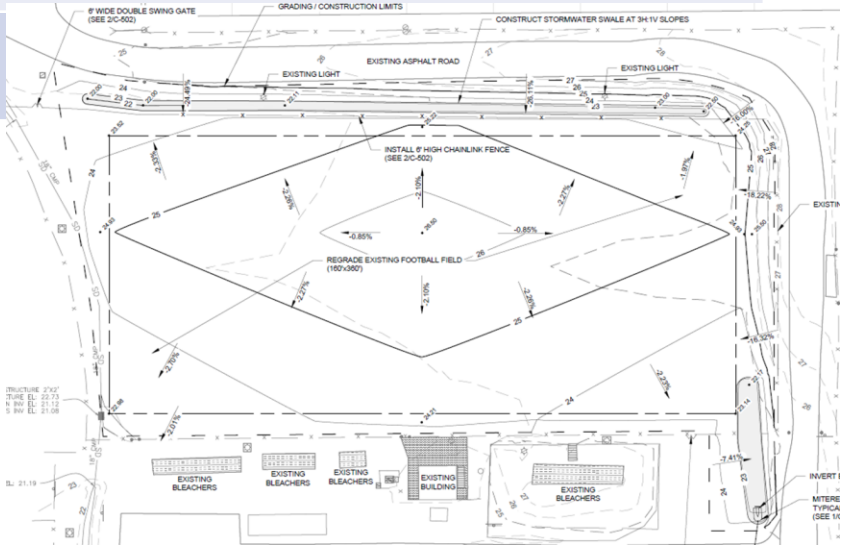




Don "Mo" Stradley Park

COCOA
FLORIDA

Overview	Reconstruct football field with related stormwater and irrigation improvements and renovate Field House.
Status	At 90% design, anticipated to go out for bid in March/April, Some renovations including restroom fixtures and stairs are currently underway or completed
District	4



APPROVAL NEEDED

PARKS INFRASTRUCTURE AND MASTER PLAN

COCOA FLORIDA

PLANNING & PRIORITIES

2023



COCOA FLORIDA

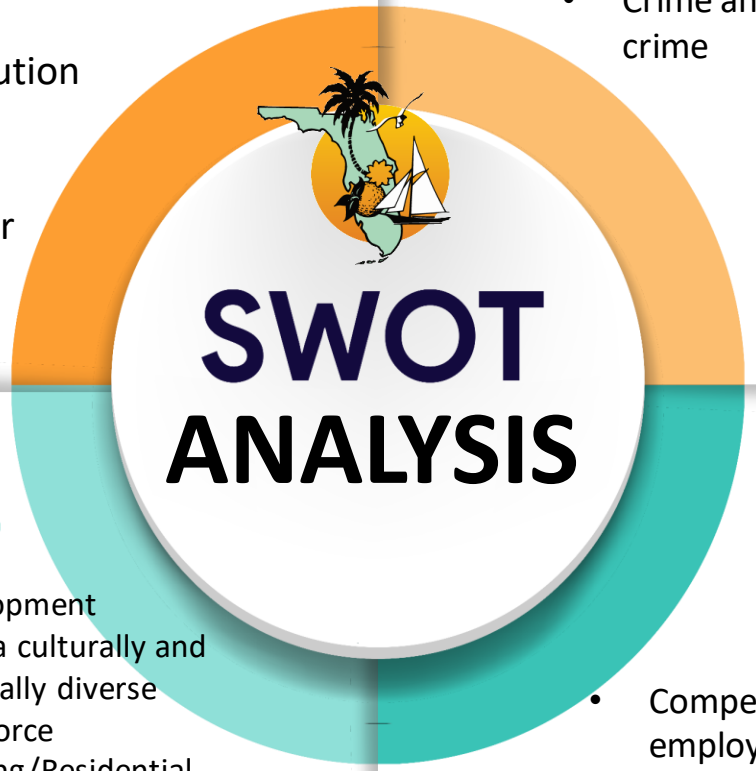
2022 SWOT ANALYSIS - APPROVED

STRENGTHS

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

WEAKNESSES

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



OPPORTUNITIES

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

THREATS

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

MISSION - APPROVED



The mission of Cocoa's government is

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

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

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

VISION - APPROVED

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

CORE VALUES - APPROVED

Integrity

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

Accountability

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

Community Engagement

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

Professionalism

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

Excellence

Providing responsive and exceptional customer service.

Respect

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



PRIORITY AREAS – NEED APPROVAL

COCOA
FLORIDA

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





PUBLIC SAFETY & COMMUNITY STANDARDS



PUBLIC INFRASTRUCTURE



ECONOMIC & COMMUNITY DEVELOPMENT



COMMUNITY OUTREACH & ENGAGEMENT



ORGANIZATIONAL EFFECTIVENESS



PUBLIC SAFETY/COMMUNITY STANDARDS

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

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



INVESTMENT IN PUBLIC INFRASTRUCTURE

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

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

ECONOMIC/COMMUNITY DEVELOPMENT

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

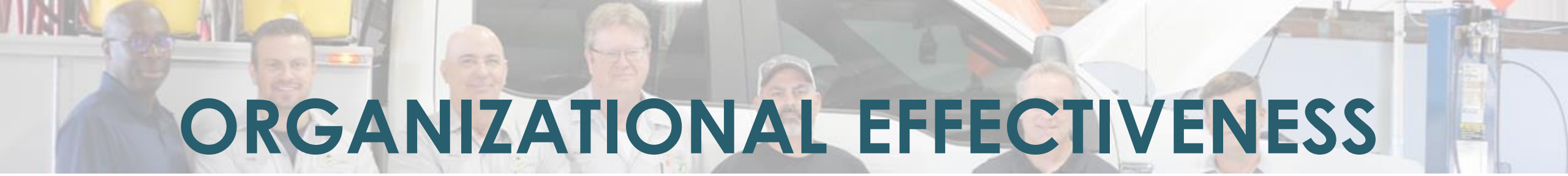
- Enable growth through enhanced and modernized infrastructure.
- Maintain and attract new industry, jobs and investment through targeted marketing efforts, data collection and maintenance.
- Support education, training and job readiness programs.
- Improve residential development and rehabilitation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



COMMUNITY OUTREACH & ENGAGEMENT

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

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



ORGANIZATIONAL EFFECTIVENESS

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

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

APPROVAL NEEDED

PLANNING & PRIORITIES

COCOA FLORIDA

RENT CONTROL/STABILIZATION

PROPOSED ORDINANCE DISCUSSION



COCOA FLORIDA

60-Day Rent Control/Stabilization Ordinance Discussion

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

60-Day Rent Control/Stabilization Ordinance Discussion

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

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

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

60-Day Rent Control/Stabilization Ordinance Discussion

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

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

ON-STREET DINING

UPDATE



COCOA FLORIDA

On-Street Dining Discussion

- **City of Cocoa Sidewalk Café Ordinance**
  - $25 fee (renewed annually)
  - Only permitted as an accessory use for food/beverage sales establishment
  - Tables and chairs can only be in front of the permitted establishment
  - Cannot interfere with pedestrian traffic along sidewalk

- **Temporary Covid Outdoor Dining Resolution**
  - Enacted due to Covid-19 indoor dining restrictions
  - Included sidewalk and public parking spaces
  - Two businesses were granted the use of parking spaces for expanded dining
    - Village Idiot Pub
    - Pub Americana
  - Extended multiple times by Council and directed Staff to make a permanent Ordinance in December 2022

On-Street Dining Discussion - continued

- Examples of Cities issuing Sidewalk Café or On-Street Dining Permits
  - **City of Mount Dora**
    - $100 fee (on-time)
    - Must be eating/drinking establishment – site plan with # of seats
    - Not allowed during special events without City/Event Organizer authorization
    - No On-Street Dining permits
  - **City of Winter Park**
    - $50 annual fee
    - Café seat fees – paid annually
      - 1-4 seats: $80
      - 5-8 seats: $100
      - 9-12 seats: $120
      - 13-16 seats: $140
      - 17+ seats: $160
    - Additional transportation impact fees may be required depending on roadway
    - Eating/drinking establishments only – site plan with # of seats

COCOA FLORIDA

On-Street Dining Discussion - continued

- **City of Delray Beach**
  - $150 fee (one-time)
  - $4.75 per square feet of City ROW/public parking
  - Additional FDOT ROW fees apply to specific roadways ($5-$10 per sq. foot)
  - Subject to limitations in each specific district
- **City of Key West**
  - One-time application of $100
  - Café seat fees $592.20 annually
  - Requests to change layout of seats - $50
  - Site plan detailing # of seats added

On-Street Dining Discussion - continued

- **City of Orlando**
  - Existing eating/drinking establishment
  - Seats/tables must be removed at the close of each business day
  - Must have separate contract with pressure washing company and provide service record to City as requested
  - Café fees
    - $500 for 1-5 tables or up to 200 square feet
    - $750 for 6+ tables or over 201 square feet
  - Separate sewer and transportation impact fees
    - $182 per seat in a covered area
    - $91 per seat in an uncovered area

COCOA FLORIDA

On-Street Dining Discussion - continued

Council Consideration

I. **Discontinue On-Street Dining**

II. **Continue with Current On-Street Dining**

III. **Establish new Sidewalk and Outdoor Dining Permit Ordinance**

- Charge annual fee of $50
- Charge $5 per square foot fee up to 200 sq. Ft. (up to $1,000) and $7 over 200 sq. Ft. (At least $1,400)
- Limit no more than 2 parallel or 2 angled parking spaces per establishment
  - Must be directly in front of the establishment applying for permit
- Only establishments with primary service as food/beverage sales
  - Must have appropriate licenses

COCOA FLORIDA

On-Street Dining Discussion - continued

- **Council Consideration**

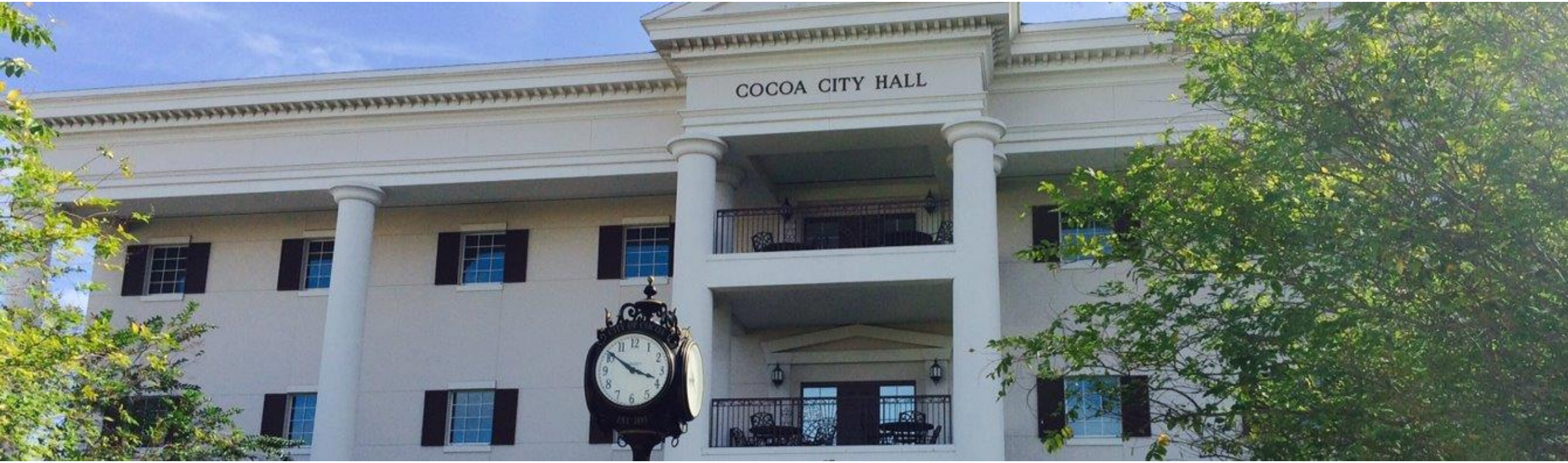
III. Establish new Sidewalk and Outdoor Dining Permit Ordinance

- Require pressure washing of public sidewalk/parking space once a month by the owner of the establishment
- Require site plan with seating arrangements – protective barriers if using parking spaces
- Require hold harmless affidavit
- All existing establishments must reapply under the new Ordinance and pay the appropriate fees – no businesses will be grandfathered in the program

COCOA FLORIDA

FY 2023/24 Budget Preparation

OVERVIEW



COCOA
FLORIDA

New Money (Estimates)

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

*ROI is expected to decrease in FY25

COCOA FLORIDA

Increase in Expenses (Estimates)

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

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

COCOA FLORIDA

General Fund Deferred Capital (FY23)

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

COCOA FLORIDA

BUDGET

FUND BALANCE



COCOA FLORIDA

General Fund – Unassigned Fund Balance

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

COCOA FLORIDA

General Fund – Unassigned Fund Balance

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

COCOA FLORIDA

General Fund – Assigned Fund Balance (AFB)

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

COCOA FLORIDA

General Fund – Assigned Fund Balance (AFB)

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

COCOA FLORIDA

General Fund – Completed Projects/Unassigned Funds

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

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

COCOA FLORIDA

COUNCIL PRIORITIES

2023/24



COCOA FLORIDA

Legislative Priorities

1. **Funding for All Phases of State Road 524 & State Road 501 Safety & Capacity Projects**
2. **Additional State Funding for the SHIP Program for Affordable Housing Initiatives**
3. **Supporting additional funding for the conversion of the former Dr. Joe L. Smith Community Center**
4. **Additional funding for Sustainability and Resiliency Projects/Initiatives**
5. **Funding for the redesign and construction of Day Slips at Lee Wenner Park**
6. **Funding for infrastructure improvements to facilitate the siting of a Brightline Station in Cocoa**
7. **Protection of Local Home Rule**
8. **Continued funding of Bonus and Incentive Pay for First Responders**

COCOA FLORIDA

PREVIOUSLY STATED COUNCIL PRIORITIES

COCOA
FLORIDA

GENERAL FUND

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

Highlighted items – Funded in FY23 Budget

COCOA CRA

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

Diamond Square CRA

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

PREVIOUS COUNCILMEMBER BUDGET/PRIORITY REQUESTS

COCOA
FLORIDA

Councilmember Goins (District 1)

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

Councilmember Hearn (District 2)

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

Councilmember Dyal (District 3)

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

Councilmember Koss (District 4)

- Pine Ridge – park desert, sidewalks @Harvard, Pineda
- Cocoa Conservation Area trailhead
- Johnny Johnson Nature Trail
- Pool/park
- Electric vehicles/charging stations
- No plastic @ City events (KBB Litter Quitter program) – *Not supported by Council*
- Connect spending to strategic issues
- Clearlake Walking Path
- Establishing Clearlake/Dixon/Michigan Area as a Neighborhood Strategy Area

Highlighted items – Funded in FY23 Budget

PUBLIC INPUT

COCOA
FLORIDA



COCOA
FLORIDA



QUESTIONS

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

From: Kristin Lortie
To: Carie Shealy
Cc: Stockton Whitten; Directors; Carie Shealy; Anthony Garganese (OrlandoLaw); City Council
Subject: Ecomment: 2/23 Workshop - Resident Input - City of Cocoa Budget Workshop
Date: Wednesday, February 22, 2023 5:33:34 PM
Attachments: 2021.10.12 - Pitch for the Parks - Resident"s Proposal to the City of Cocoa.pdf
2022 City of Cocoa - Citizen Suggestions and Priorities.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

I request this eComment to be included in the meeting minutes for the 2/23 Council Workshop

Mayor Blake, Council Members and City Manager Whitten,

I'm sending an email to you with my resident input and comments prior to tomorrow's 6-hour workshop, and after following the City of Cocoa actions for the past 18 months since the 2021 millage increase and citizen-protested city parks spending. This email is being forwarded to you prior to the workshop deliberations occurring on 2/23.

In summary, **I object to any voting decisions being made during the 2/23 workshop**, ***with the exception of actions that invite a 30-day citizen participation public comment window prior to any final voting on the matter, and that include at least one city-initiated 2-way communication community engagement event.*** **This includes the Parks Plan, Strategic Plan, and Rent Ordinance, along with any other decisions that Council may consider voting on during the 2/23 workshop. Residents have not had adequate opportunity to review the documentation that was posted just 48-hours prior to the meeting, and are not available to provide adequate input due to schedule conflicts. Residents should not be required to scramble to participate prior to important city matters being decided by city council members.**

Agenda Item 1. Parks Master Plan & Project Discussion - this plan does not include any public input since its origination in 2020-21. The limited public input that was gathered during Covid was problematic, and which is disclosed in the original draft. Attached is my 2021 Parks Presentation (my presentation to council was cut off by Mayor Blake after requesting just 2 additional minutes in advance of the meeting), and where I made specific suggestions as to how the city could go about creating meaningful public engagement to determine the future of Cocoa Parks.

Since the city has declined citizen input on community parks, and has declined to host resident community meetings on the future of City of Cocoa Parks, **I will feel free to notify funding authorities that the City of Cocoa has refused the residents of Cocoa any meaningful engagement in the final version of the parks plan. I will encourage Cocoa funding authorities to decline Cocoa requests, with a specific suggestion that they inform the City of Cocoa to engage with the residents of Cocoa prior to submitting future grant funding requests.**

Council Members, please oppose approval of the proposed parks plan at the 2/23 workshop, and suggest a 30-day public comment period and host a community meeting

to discuss parks.

Agenda Item 2. Strategic Plan Review & Approval. This 10-page proposed powerpoint brochure for the City of Cocoa (pp. 13-23 in the presentation), and stated publicly by Mr. Whitten to have been compiled by City Manager Whitten and Ms. Senger in 2022, makes a mockery of our former 5-year Strategic plan, and the efforts of all those that input into it. Once again, citizens should feel emboldened to alert funding authorities that the plan is not a plan, and no funding should be provided to Cocoa that requires that we have a strategic plan.

Council Members, please oppose approval of the proposed 10-page brochure, and suggest a 30-day public comment period and host a community meeting to discuss parks.

Agenda Item 3. Rent Ordinance

Council Members, please oppose approval of the proposed rent ordinance at the workshop, and suggest a 30-day public comment period to solicit public opinion.

Closing Comments

Per city policy, city workshops are for **discussion** purposes, and are taking place at a time when many Cocoa residents have obligations including work (that helps pay property taxes). While City Manager Whitten declined to respond to my inquiry last week on whether the meeting will be recorded, upon my second request to the city, Clerk Shealy stated she thought the recording would be the same as last year. FYI there were viewers that were not able to hear well due to microphones not being on. Please consider microphones being on during council deliberations so that remote viewers can hear the deliberations.

Attached are the following for your review and consideration:

- Cocoa resident suggestions, presented at 2022 Budget Workshop that were Not Included in Council Deliberations and Meeting Minutes, and still relevant in 2023
- Kristin Lortie's 2021 "Pitch for the Parks" Presentation on creating Meaningful Public Engagement with the Citizens of Cocoa, and which the presentation was cut off at the 3-minute mark by Mayor Blake despite my prior request for 2-additional minutes.

I continue to call on the city to complete the City Manager 2021 and 2022 performance evaluations in accordance with the city's contract with City Manager Whitten, and will continue to raise local awareness of this dereliction of task and duty. The ongoing public silence around this negligence demonstrates a poor leadership example for the employees, residents and taxpayers of Cocoa, and should be immediately corrected.

Please consider soliciting input and meaningful public engagement with the residents of Cocoa prior to voting on decisions that affect us all. I request confirmation from Clerk Shealy that the city has received my emailed statement with (2) attachments.

Regards,

Kristin Lortie, ***Cocoa Resident Concerned about Premature, Hasty and Non-Inclusive Decision-making***
Occurring at the 2023 City of Cocoa Budget & Priorities Workshops

CITIZEN PROPOSAL TO CITY OF COCOA

CITY OF COCOA PARKS AND RECREATION DRAFT MASTER PLAN

MOVING FROM DRAFT MASTER PLAN TO A CITY OF COCOA PARKS SYSTEM

WHAT'S THE PLAN?

BY KRISTIN LORTIE, COCOA RESIDENT

OCTOBER 12, 2021

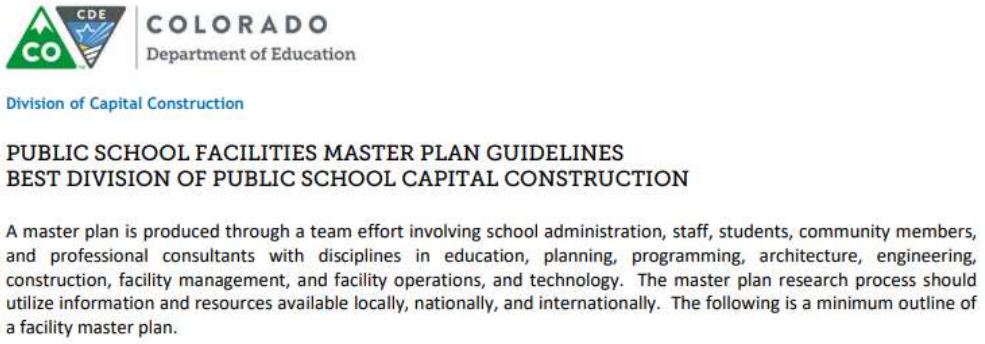
From the City of Cocoa Strategic Plan:
*We envision Cocoa as a community where **All residents have the opportunity to participate in community decisions**.*

City of Cocoa Core Value - Leadership:
***Encouraging community participation, inclusivity and awareness** and exhibiting actions that serve as persuasive examples for others to follow.*

PROBLEM → **PROPOSAL** → **PRIDE**

WHY DO I CARE ABOUT CITY PLANNING & SPENDING?

- **BACKGROUND IN MASTER PLANNING ASSISTANCE FOR STATE GOVT.**
  - UNDERSTAND THE BENEFITS OF SOLID PLANNING EFFORTS
- **COMPREHENSIVE PLANNING EFFORTS LEAD TO SUPPORTABLE GRANT APPLICATIONS**
  - THERE ARE 14 GRANT FUNDING OPPORTUNITIES LISTED IN THE MASTER PLAN
- **COMMUNITY PARTICIPATION LEADS TO COMMUNITY RESULTS**
  - *"Cocoa envisions a community where all residents have the opportunity to participate in community decisions."*



COLORADO
Department of Education

Division of Capital Construction

PUBLIC SCHOOL FACILITIES MASTER PLAN GUIDELINES
BEST DIVISION OF PUBLIC SCHOOL CAPITAL CONSTRUCTION

A master plan is produced through a team effort involving school administration, staff, students, community members, and professional consultants with disciplines in education, planning, programming, architecture, engineering, construction, facility management, and facility operations, and technology. The master plan research process should utilize information and resources available locally, nationally, and internationally. The following is a minimum outline of a facility master plan.

STEP #1: WHAT'S THE PROBLEM?

- **CURRENT DRAFT PARKS MASTER PLAN STATUS IS UNKNOWN**

- **LESS THAN 1% COMMUNITY PARTICIPATION IN THE 2020 SURVEY:**
  - ONLY 152 SURVEY RESPONDENTS (18,639 POPULATION OF COCOA)
  - ALL RESIDENTS WERE NOT NOTIFIED ABOUT PARKS SURVEY
  - NO PUBLIC ENGAGEMENT WORKSHOP (53 COMMENTS ON SOCIAL PINPOINT/ALTERNATIVE ONLINE OPTION)

- **NO PARKS PRESENTATION TO THE CITY COUNCIL HAS BEEN GIVEN**
  - KOSS' MOTION FOR COUNCIL PRESENTATION WAS NOT SECONDED AT MAY 11th, 2021 COUNCIL MEETING

- **LUXURY ITEM PARKS SPENDING - $2.33M ALLOCATED FOR PARKS IN 2021**
  - $710K JUNNY RIOS PARK SPENDING WAS APPROVED FOR ITEMS NOT IN MASTER PLAN
  - JUNNY RIOS PRIORITY ITEMS IN MASTER PLAN LEFT UNADDRESSED
  - MASTER PLAN RECOMMENDATION FOR JUNNY RIOS MARTINEZ
    CITY HAS RECEIVED CITIZEN PUSHBACK ON 2021 LUXURY ITEM SPENDING DECISIONS



DISREGARD FOR PLANNING EFFORTS MAKES THE CITY OF COCOA
A LESS ATTRACTIVE CANDIDATE FOR FUTURE GRANT FUNDING

STEP #2 : WHAT IS THE SOLUTION?
DRAFT PROPOSAL FOR COUNCIL CONSIDERATION

Dear Cocoa Resident,

The City of Cocoa began a Parks planning process in 2020 that we are writing to notify you about and to request your input and participation. Our vision at the City of Cocoa is a community where all residents have the opportunity to participate in community decisions.

You can help the City of Cocoa create the future of Cocoa parks!

We have reviewed our initial 2020 public survey responses, and determined that an expanded outreach is beneficial in order for the city to ensure we have received representative input and participation for our current and future parks priorities.

The following are opportunities for residents to engage with us on the planning effort for our parks:

- **Go to www.cocoafl.gov to fill out our online Parks Survey – available until December 10, 2021;**
- **Send in your completed survey form no later than December 10, 2021;**
- **Go to www.cocoafl.gov to review our current DRAFT Master Plan;**
- **Go to www.cocoafl.gov to provide input on our current DRAFT Master Plan – available until available until December 10, 2021;**
- **Please plan to attend our Public Participation Workshop at 10:00 a.m. on December 4, 2021 at Cocoa High School Gymnasium.**

With the additional survey information and the public participation workshop, the planning team will create our final DRAFT master plan, which will be presented to the city council in January 2022.

Please plan to participate in the above opportunities, and to attend this informative presentation of the team's findings.

Join the City of Cocoa in creating the future of Cocoa Parks and Recreation!

STEP #2 SOLUTION: PROPOSED ACTION ITEMS: REQUESTED ACTIONS

1) SCHEDULE THE 2020 PLANNED PUBLIC WORKSHOP
   A. 2020 PUBLIC WORKSHOP WAS DISRUPTED BY COVID (SOCIAL MEDIA ALTERNATE INEFFECTIVE)
   B. ENSURE THE WORKSHOP IS WIDELY POSTED & PUBLICIZED
2) SEND THE 2020 PARKS SURVEY TO ALL RESIDENTS TO REQUEST PARTICIPATION
3) POST THE CURRENT DRAFT MASTER PLAN ONLINE & REQUEST RESIDENT FEEDBACK
4) HOST A PUBLIC PRESENTATION TO COUNCIL MEMBERS TO REVIEW THE REVISED PLAN

COCOA FLORIDA

The City of Cocoa envisions a city where:

- *All residents have the opportunity to participate in community decisions.*
- *A healthy ecological environment is promoted.*
- *A safe community is maintained.*

WHAT ARE THE BENEFITS TO THE CITY OF ADOPTING THIS PROPOSAL?

- ✓ THE CITY WILL BE IN A BETTER POSITION TO QUALIFY FOR FUTURE GRANT FUNDING
- ✓ PRIORITY: CITY NEEDS A COMPREHENSIVE PARKS PROGRAM
  - UNDERSTANDING WHERE WE ARE AT & WHAT IS NEEDED IS THE BEGINNING OF SOMETHING GREAT
  - WE'VE SPENT SIGNIFICANT FUNDS, LET'S REALIZE THE VALUE FROM OUR TAX DOLLARS
- ✓ SHARED VISION RESULTS IN COMMUNITY BUY-IN FOR SELECTED PROJECTS
  - GREATER COMMUNITY CARE FOR MAINTAINING THE IMPROVEMENTS
  - GETS CITY AND RESIDENTS ON THE SAME PAGE WITH PARK PRIORITIES AND VISION
  - GETS RESIDENTS INVOLVED IN A CONSTRUCTIVE WAY LEADING TO EVERYONE'S BENEFIT

RESIDENTS SEE THAT OUR OPINIONS AND EXPERIENCE MATTER IN OUR CITY!

LEADERSHIP ALIGNING WITH MISSION

Mission Statement

The mission of Cocoa's government is "To enrich the quality of life for our unique and diverse community by delivering Professional, Responsive, Innovative, Dedicated and Exceptional public services!"

We envision Cocoa as a community where ***all residents have the opportunity to participate in community decisions*****.**

Encouraging community participation, inclusivity and awareness *and* ***exhibiting actions that serve as persuasive examples for others to follow.***

PROBLEM → **PROPOSAL** → **PRIDE**

Let's work together to create a state of the art City of Cocoa Parks Program that all residents can be proud of!

Kristin Lortie Statement to City of Cocoa Council

March 8, 2022

My statement tonight is about the city Goal Setting and Priorities Workshop next Tuesday March 15th from 10-4. I support citizen participation in the upcoming city planning, priorities and goal setting events.

In the 2016-2021 strategic plan, the city included objectives under fiscal responsibility Goal #2 that expressly include public participation. To help the city meeting its goal of promoting greater transparency in budgeting and financial matters, Objective 2.1 is to ***"encourage stakeholders to participate in budget workshops and meetings."***

Encouraging citizens to participate in next week's workshop directly contributes to the city's objectives to engage stakeholders. While I have reached out to the city directly on this, and to encourage citizen input to be clarified, the city Facebook page and website announcement does not currently include any invitation or welcome to the public, or the agenda for the event. The Facebook and website announcements should be updated to welcome public participation.

Regarding the city's priorities in the 2016 plan, when I reviewed the strategic plan recently, I was surprised by 2 items. The first was to notice that the eight (8) 2016 priorities had been selected by city staff, and not the citizens of Cocoa. The second surprise was that the priority of civic engagement was ranked 8th out of the 8 priorities selected. Should civic engagement with Cocoa residents be ranked higher than 8th as a priority for the city? Should citizens be involved in setting these priorities on behalf of Cocoa? I think so.

The city council Code of Conduct states the following that each Council Member agreed to:

"I will seek to provide appropriate leadership that nurtures and motivates the citizens of Cocoa to be stakeholders in the affairs and achievements of the City."

I support each of you in fulfilling the promise of this code of conduct.

Due to the uncertainty of next week's event agenda, I am presenting citizen priorities early. Tonight, I am presenting a priorities document compiled from our February 20th "Team Cocoa" Cocoa Cares event to council, along with a separate list of citizen suggestions. I request this statement and these documents to be included in the March 8th meeting minutes.

The citizen priorities compiled by Cocoa Cares will be posted in the Cocoa Cares Citizens Public Facebook Group. I look forward to attending the workshop next week, and to helping the city fulfill its vision of "***Cocoa as a community where all residents have the opportunity to participate in community decisions."***

Kristin Lortie, 5524 Brilliance Circle, Cocoa, FL

Moderator, Cocoa Cares Citizens Facebook Group

2022 Cocoa Cares "Team Cocoa" Citizen Priorities
March 8, 2022

Introduction: Local residents look forward to participating in the 2022 City of Cocoa Goals Setting and Priorities events, and as a part of the updating of the 2022-27 Strategic Planning effort. The priorities below are submitted to include citizen voices to the upcoming Goal Setting and Priorities event on March 15th, 2022. Citizens are looking forward to attending the 3/15 workshop, and are uncertain what the meeting format will be for public engagement. City website and Facebook announcements do not include the agenda or the type of citizen participation at the event.

Due to the citizen participation uncertainty, we are submitting our initial priorities early, and prior to the 3/15 workshop.

"Team Cocoa" Citizen Priorities: While the following priorities do not reflect the views of every Cocoan, these priorities are represented by Cocoa citizen participants, and reflect the priorities of the citizens that attended the February 20th "Team Cocoa" priorities event at the Cocoa library, as well as follow up comments and feedback submitted through the Cocoa Cares email list.

History: Throughout 2021, numerous residents made public comments after city spending decisions were made in April, and were unable to influence requested changes. This year, citizens are engaging early during priorities setting, and before spending decisions are made. Citizens support the city's vision of "***Cocoa as a community where all residents have the opportunity to participate in community decisions."***

Citizens also support the following Fiscal Sustainability Objectives listed in the Strategic Plan:

Fiscal Sustainability Goal #2:
Goal #2: *Promote greater transparency in budgeting and financial matters.*
Objective 2.1: *Encourage stakeholders to participate in budget workshops and meetings.*

Objective 2.2: *Educate community stakeholders*

Here are the priorities recommended by "Team Cocoa":

1. **Prioritize Positive Citizen Engagement:**
    - Solicit citizen input into city spending; spending follows planning and has citizen support'
        - Actively involve citizens in planning and spending decisions;
    - Citizen-centered approach from city staff, council members & mayor;
    - Create stronger bridges to citizen participation with city government;
        - Informal #Team Cocoa Community meetings that include citizen dialogue;
        - Monthly public engagements with council members, mayor and city manager;
        - City and council members request citizen input, and prior to making city decisions;
        - Set & track measurable engagement targets for increasing citizen participation and engagement
    - Communication and respect from all city staff & council;
        - Implement staff feedback survey system;
        - Respond respectfully to all citizen reach-outs;
        - Accept citizen overtures to talk about concerns, and initiate reach-outs;
    - Reduce divisiveness between districts and within districts, encourage cross-district collaboration.

2. **Fiscal Responsibility to Avoid Unsupported Capital Expenses and Reduce Millage Increases**
    - 2021 Parks Spending and Millage Increase was contested by many citizens;
    - Additional steps need to be taken to spend funding in alignment with community support, city planning efforts and to avoid unnecessary millage increases;
    - Spend funds in accordance with community planning efforts, assess expenditures in light of support;

- Complete community planning efforts (5-year strategic plan, Parks plan), and follow through with existing plans - Cocoa Conservation Area, Sustainability Advisory Plan, Resiliency Plan, etc.

3. **Reduce Impacts of New Development to Protect Environment & Resident Health:**
   - Create a Low Impact Development Ordinance;
   - Tree Preservation & Planting (Set Tree Growth Award Goals, Bracco Park Tree Planting, Urban Mgt Plan, Urban Tree Canopy, Update tree ordinance/end clear-cutting);
   - Restore Indian River Lagoon - actions that reduce pollutants into the lagoon;
   - Assess and mitigate pollutants/negative impacts from development (air quality, trash, noise, traffic).

4. **Enhance Recreational Spaces to Improve Resident Health:**
   - Finish 2021 Cocoa Parks Draft Plan with citizen participation;
   - Implement 2003 Cocoa Conservation Area Mgt Plan (enhance passive access and ecology);
   - Bracco Park Tree Planting & Ecological Enhancements (End Herbicide use, Allow vegetation growth at pond edges, add Beemats where helpful to reduce nutrient-loading for local ponds);
   - Add new parks infrastructure only after requesting citizen input and receiving public support

5. **Managed Development Growth and Community Awareness of Growth:**
   - Managed Growth that protects community health and well-being
   - Demonstrate that Cocoa is encouraging businesses that enhance quality of life for all residents
   - Add Business Incubator program/affordable rental space to encourage new businesses
   - Host early alerts and community meetings re: local development projects and local impacts

6. **Rehome the Homeless:**
   - Regular community stakeholder meetings to discuss and implement solutions;
   - Set and monitor measurable goals to quantify issues;
   - Ensure adequate strategically placed attainable housing to meet local need;
   - Determine additional strategies to reduce poverty and the effects of poverty.

7. **Crime Prevention including Community Involvement:**
   - Set measurable goals to add visibility to crime statistics and reduce gun violence;
   - Hold regular stakeholder community meetings;

8. **Generate Pride in Our Community**
   - Focus on activities that generate community pride;
     - Some Cocoa attractions are off the beaten path, help new residents to locate them;
   - Have a task force for "honor and visit programs" in each area, featuring enjoyable/useful events and places: ie Local Parks, Cocoa Conservation Area, Museum, Local Businesses;
   - Packet for new residents of Cocoa with local info, parks, museum locations, city council/events

Residents of Cocoa look forward to attending the City Goal Setting and Priorities event on 3/15, and to citizen participation in setting the 2022 priorities for the city.

Feedback and comments on this document can be sent to Kristin Lortie at cocoacarescitizens@gmail.com

ADDING BRIDGES TO EXPAND CITIZEN ENGAGEMENT
2022 CITIZEN SUGGESTIONS TO THE CITY OF COCOA
MARCH 8, 2022

History of this citizen suggestion list: This list of suggestions was initially compiled by Cocoa Cares Citizens Group moderator Kristin Lortie. It was then submitted to the Cocoa Cares email list for review and comment. After requesting comments, it was reviewed and edited by members of the Cocoa Cares Citizens Group. While some items mirror items on the citizens priorities list, this list contains additional specific suggestions citizens believe would improve citizen connection and access to the city. The following citizen suggestions are presented for consideration to the City of Cocoa:

1) Conduct Frequent (and Varied) Citizen Surveys, and available in multiple city (posting) locations

- The News You Can Use monthly newsletter offered a helpful beginning to conducting citizen surveys, and contains (only) one yes/no question about the brightline station;
  - Suggest to enhance the monthly newsletter survey, and to include open ended questions;
  - Ask citizens what matters to us, and what our suggestions are for improving the city;
- City website could include a link to an "Easy citizen feedback survey" on the front page of website;
- City sending out an annual survey at the beginning of the year could provide early priorities feedback.
- Create participation attendance and create goals for all engagement activities to track engagement over time.

2) City Staff Feedback: Add a Customer/Stakeholder "Engagement/Survey Feedback" to city emails.

- Implement an engagement survey for all email correspondence with city staff, with a link to provide citizen feedback on the user experience;
- Many agencies and companies include this to solicit stakeholder feedback:
  - Example from SJRWMD: *"We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this link"*

3) Begin a Monthly Citizen Engagement Event, Hosted by each Cocoa Elected Leader and City Manager

- Each council member, mayor, and city manager - host a public engagement event open to all residents;
- Events can be as simple as a talk at a park pavilion, walk in the park, zoom call, or a meet for coffee;
- This effort shows citizens that you want to engage with us to talk about what matters to Cocoans!

4) Obtain public support from citizens before approving community spending decisions (ex. City Parks)

- Implement a policy to request community input, and prior to voting on community spending decisions;
- This may include a threshold of dollars involved (ie $50K, $75K, etc.) to require community support.

5) Provide consistent and user-friendly access to public information

- Some requests are provided timely, and some requests citizens are having recurring issues:
  - Provide timely responses to citizen requests for public information;
  - City manager should not be required to monitor the release of public information:
    - *This poses a bottleneck to information release, and is not in accordance with city policy.*

6) Enhance Quarterly FYI newsletter content to provide additional information of interest, such as:

- Add additional info on District Town Halls to let residents know why town halls matter & who participates;
- Focus on Town Hall council member of the quarter, with ½ page dedicated to what they are working on;
- Add links/website address in FYI to surveys requesting specific information;
- Add info in FYI on Engagement Opportunities with Mayor, Council members and City Manager.

7) More welcoming environment at city meetings:

- Mayor allow additional time when speaker isn't quite finished, to avoid citizen feeling abruptly cut off:
  - 30 seconds as needed to complete a citizen comment, 1-2 minutes added with council support;
- Council members and city staff greet attendees before every meeting, and also after the meeting;
- City Manager provide a city manager report during the meeting with relevant updates on citizen concerns.
  - Ex. Parks planning, Parks updates, SAB restructuring, Strategic planning.

Follow up comments regarding this list can be emailed to Kristin Lortie at cocoacarescitizens@gmail.com.
Special thanks to Tara Gabor and Judy McCluney for editorial review and comment.

Ron Chicone, Jr.
100 S Singleton Ave
Titusville, FL 32796

March 6, 2022

Cocoa City Council
65 Stone St
Cocoa, FL 32922

Dear Mayor Blake, Council Members, and City Manager Whitten,

My name is Ronald Chicone, Jr. and I'm writing to ask that you take action to implement the 2003 Cocoa Conservation Area Management Plan. I am a resident of Brevard County who works in Cocoa and enjoys visiting the Cocoa Conservation Area (CCA). The city has done a great job in attaining and setting aside this amazing example of wild Florida for the enjoyment of the public. My hope is that the City will continue to improve and manage this property in accordance with the goals of the 2003 CCA Management Plan.

The CCA Management plan (City of Cocoa Project No. PZ-03-007) was completed as part of an agreement with the Florida Communities Trust (FCT), and it states that:

> *"...the main purpose of the CCA is to preserve natural open space in the developed and urban portion of the northwestern area of the CIty of Cocoa. The acquisition, restoration, and management of this project site as a public park oriented toward conservation, education, and passive recreation will improve the quality of life of Cocoa residents, provide a diverse range of land uses, and satisfy the goals and policies of the City of Cocoa.*
>
> *The CCA will be managed only for conservation, protection and enhancement of natural resources and for public outdoor recreation that is compatible with the conservation, protection, and enhancement of the project site, and consistent with statements made in the original FCT application."*

I believe that in 2021, the City of Cocoa allocated $2.33M in Parks spending, but the CCA received no funding to complete the planned improvements and habitat restoration required in the CCA Management Plan. As far as I know, there are currently no plans for establishing trailheads along Hwy 524 and Cox Road, or for removing invasive species and managing for fire, all of which are goals stated in the plan.

I would request is that as the council sets funding priorities for 2022, this important amenity for the local community will be considered and included in the City's priorities and budgeting. Thank you for your consideration. I look forward to hearing the Council's decision-making on maintaining, protecting, and improving the Cocoa Conservation Area in accordance with the 2003 CCA Management Plan.

Sincerely,

Ron Chicone, Jr.

SIERRA CLUB

Turtle Coast Group

Subject: Cocoa Cares support for improving and maintaining the Cocoa Conservation Area.

Dear Mayor Blake, City of Cocoa Council Members, and City Manager Whitten:

The Turtle Coast Sierra Club endorses and supports the efforts of Cocoa Cares citizen group in advocating for maintenance and improvements to the Cocoa Conservation Area. The actions we support are listed below.

Recommendations for Near-Term Improvements, in accordance with the 2003 CCA Mgt. Plan:

1. Implement a prescribed fire burn plan, as per CCA Mgt. Plan, for fire safety;
2. Continue trail planning and construction, in tandem with fire control plan and stormwater projects, and to follow a logical pattern and be designed to minimize trail conflict between different types of users;
3. Control and manage invasive vegetation, and as required annually, every first quarter;
4. Add interpretive trail signage (per plan, minimum of 10);
5. Add a planned trailhead access point and entry trail at SR524;
6. Add boardwalks at wetland areas - SR524 Connection, interior area of CCA;
7. Promote educational programming and outreach.
   - 24 programs/year are included in the Mgt. plan, and which references collaboration with local colleges, schools, Brevard Museum of History and Natural Science, Native Plant Society, Brevard Zoo, Audubon Society, etc., to ensure the public is informed about the importance of open space conservation and habitat connection.

These actions directly support the Project Purpose identified in the Cocoa Conservation Area Management Plan quoted below:

"The main purpose of the Cocoa Conservation Area (CCA) is to preserve natural open space in the developed and urban portion of the northwestern area of the City of Cocoa. The acquisition, restoration, and management of this project site as a public park oriented toward conservation, education, and passive recreation will improve the quality of life of Cocoa residents, provide a diverse range of land uses, and satisfy the goals and policies of the City of Cocoa."

The controlled burn / fire management actions are needed to enhance the wildlife and plant habitat. These actions are also necessary to reduce fire risks to surrounding businesses and neighborhoods.

Trail construction, adding a trailhead at SR524 and adding interpretive signage will promote greater public use of the conservation area, and will benefit existing residents, as well as the many new residents that are soon to reside along the SR524 corridor due to new development. Trails

construction can also be integrated into the fire and storm water management. Funding for trail improvements (recreational trails, trailheads, boardwalks, etc.) is made available through at least 2 programs from the FDEP (FRDAP Program, Recreational Trails Program). Additional information is available at the links below:

https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance
https://floridadep.gov/lands/land-and-recreation-grants/content/rtp-assistance

Due to current and expanded use of the area, additional controls may be required to prevent ATV and motorized vehicle usage, which adversely affect impacts conservation efforts. This may include installation of additional physical barriers to prevent motorized access, and enhanced monitoring.

Controlling and management of invasive plants is critical to maintaining native habitat. Known ecological impacts of invasive plants include reduction of biodiversity; loss of and encroachment upon endangered and threatened species; and loss of habitat for native insects, birds, and other wildlife.

Cocoa Conservation Area is a unique asset in the City of Cocoa. Turtle Coast Sierra Club supports the efforts of Cocoa Cares in advocating for improving and maintaining the Cocoa Conservation Area.

Thank you for considering the support and advocacy of the Turtle Coast Sierra Club for the maintenance, preservation and enhancement of the Cocoa Conservation Area.

Yours truly,

Bill DeBusk
Chair, Turtle Coast Group
Sierra Club

Legislation Details (With Text)

File #:	23-221	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/27/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Approve the March 6, 2023 Special City Council Meeting minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-06-2023 Special Meeting Minutes ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 27, 2023
Agenda Date: April 11, 2023
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the March 6, 2023 Special City Council Meeting minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the March 6, 2023 Special City Council Meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Special Meeting of The City Council

March 6, 2023

A Special City Council Meeting was held on Monday, March 6, 2023, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 5:30 p.m.

Deputy Mayor Hearn provided the invocation and Councilmember Dyal 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:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	Assistant City Clerk

OTHER STAFF MEMBERS PRESENT:

Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Robert Beach, Chief Technology Officer; Tony Jones, Fleet Manager; Rebecca Bowman, Finance Director; Lori Chabot, Redevelopment Coordinator; and Lisa Richardson, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Special Meeting of March 6, 2023. (23-167)

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Dyal, to Approve the Agenda for the Special meeting of March 6, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION WAS CARRIED UNANIMOUSLY (5-0)

III. Delegations:

IV. City Business:

1. Approve a Resolution Amending the FY23 Budget, BAF# 23-051-A1, A2, A3 and A4 Assigning the use of Fund Balance; Approve an Additional $1.5M to the FY22 Assigned Fund Balance Listing; Provide City Manager Authority to Approve the Subsequent Budget Transfers from Contingency to the Appropriate General Ledger Accounts Directly Related to the Projects Specified in the Assigned Fund Balance Listing (Exhibit A), and Approve the Purchase of a New Heavy-Duty Sutphen Monarch Custom Fire Pumper Rescue Truck Utilizing Sourcewell Cooperative Purchasing Contract #11621-SUT. (23-175). (Finance Director)

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

City Manager Whitten explained that this item was previously approved, however the enterprise resource system is what is new before Council tonight. This was an omission at the previous workshop but he clarified that this is not new funding.

Ms. Bowman added that while this was previously approved at the workshop, there was no motion made to conduct the budgetary assignment of the fund balance. She pointed out that the cost of the pumper truck is going to go up if Council does not approve this item now.

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

V. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to adjourn the Special meeting of March 6, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 5:42 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk
(Transcribed by M. Arsenault, Assistant City Clerk)

Legislation Details (With Text)

File #:	23-97	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/7/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Proclamation: Proclaiming Saturday, April 22, 2023 as "Arbor Day." (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	042223 Arbor Day Proclamation 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 6, 2023
Agenda Date: April 11, 2023
Prepared By:
Through:
Requested Action:
Proclamation: Proclaiming Saturday, April 22, 2023 as "Arbor Day."

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Proclamation: Proclaiming Saturday, April 22, 2023 as "Arbor Day."

powered by Legistar™

PROCLAMATION

WHEREAS, *the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and*

WHEREAS, *Arbor Day is now observed throughout the nation and the world; and*

WHEREAS, *trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and*

WHEREAS, *trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and*

WHEREAS, *trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and*

WHEREAS, *trees, wherever they are planted, are a source of joy and spiritual renewal.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the fourth Saturday of April, 2023 as:*

"Arbor Day"

In the City of Cocoa and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 11th day of April, 2023.

Michael C. Blake

Mayor

ATTEST:

Carie Smalley

City Clerk

Legislation Details (With Text)

File #:	23-129	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	2/16/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Replacement Clarifier Baffles with Installation from Ovivo USA, LLC Sedimentation Group for the Jerry Sellers Water Reclamation Facility and to Approve a Budget Resolution Amending the FY2023 Budget, BAF #23-058-A in the amount of $61,890. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	sole source resolution for replacement clarifier baffles.pdf Ovivo Quote Q12162022 - Baffle Replacement Turnkey.pdf Ovivo Sole Source Letter - Baffle Replacement Turnkey.pdf Budget Resolution FY 2023- ADA Compliant.pdf BAF-23-058-A-UT-Insurance Refund-Proceeds Hurr Nicole (4-11-23) Agenda 23-129.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 7, 2023
Agenda Date: April 11, 2023
Prepared By: Rose Hochreiter, Administrative Assistant
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 Clarifier Baffles with Installation from Ovivo USA, LLC Sedimentation Group for the Jerry Sellers Water Reclamation Facility and to Approve a Budget Resolution Amending the FY2023 Budget, BAF #23-058-A in the amount of $61,890.

BACKGROUND:

On November 10, 2022, the Jerry Sellers WRF staff noticed that all of the Clarifier #2 Baffles and most of the mounting brackets were torn all away from the clarifier wall due to Hurricane Nicole. Immediately after Hurricane Nicole, the City's insurance provider, Florida League of Cities, visited the site and performed an inspection of the damage. Staff requested a quote from TSC-Jacobs for the repair of the damage. TSC-Jacobs is the sole agent for Ovivo who is the original equipment manufacturer. The damage and quote were reviewed by the insurance provider and a reimbursement check of $61,890 was received in February 2023 by the City net of the insurance deductible

.

This repair needs to be made as the clarifiers are critical infrastructure at the facility and are needed to prevent the operating capacity from being severely impacted. Since Ovivo is the original manufacturer, staff is requesting waiving the competitive bid process as the parts and repairs must be completed by Ovivo.

The total cost of parts and repairs will be $85,400 and funds were not budgeted for this unanticipated project. A Budget Amendment is included with this agenda to recognize the insurance proceeds and provide the additional budget needed in the Jerry Sellers WRF repairs & maintenance account. The additional funds needed for this purchase are available in the Jerry Sellers WRF repairs & maintenance account to cover the remaining cost of $23,510.

Staff recommends approval of a sole source purchase from Ovivo, USA LLC to replace and install the clarifier baffles in the amount of $85,400 and approval of Budget Amendment #23-058-A to recognize the insurance proceeds.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$61,890.00

BAF#23-

Amount Requested	$61,890
Account Number	421-0000-369-96-00 ES23NC
Account Name	Other Misc. Revenue/Insurance Refund/Proceeds

Amount Requested	$61,890
Account Number	421-4120-536-46-00 ES23NC
Account Name	Repairs & Maintenance

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Replacement Clarifier Baffles with Installation from Ovivo USA, LLC Sedimentation Group for the Jerry Sellers Water Reclamation Facility and to Approve a Budget Resolution Amending the FY2023 Budget, BAF #23-058-A in the amount of $61,890.

RESOLUTION NO. 2023-032

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 11th day of April, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2023-032

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of clarifier replacement baffles with installation from Ovivo USA, LLC.

The Department Director has 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 this resolution.

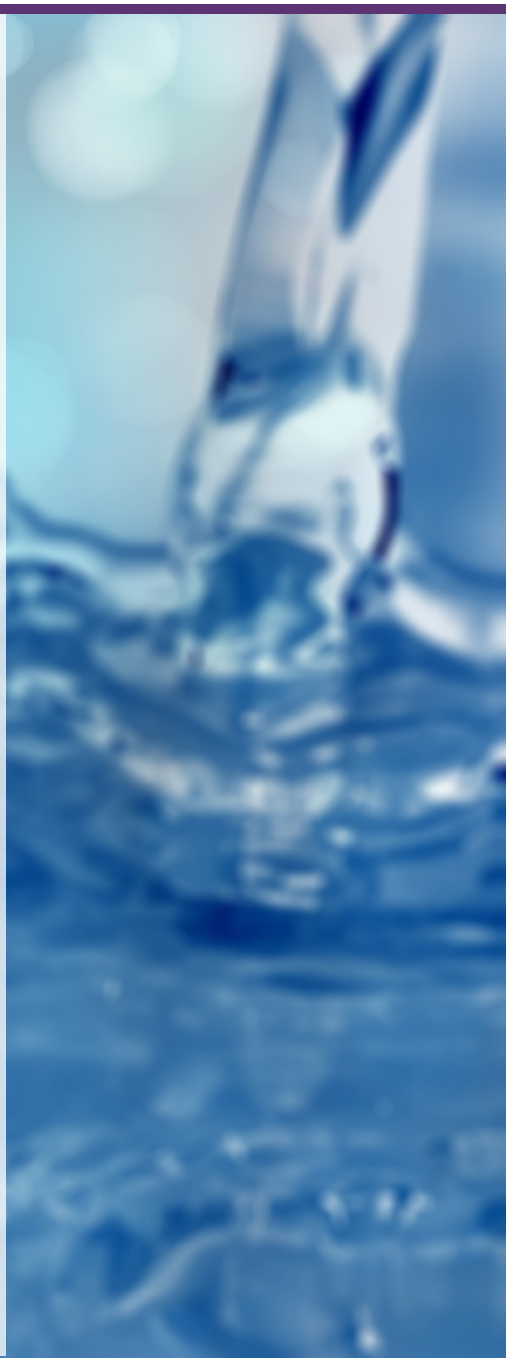
_____

Stockton Whitten
City Manager

OVIVO Worldwide Experts in Water Treatment

PROPOSAL
Q121262022-TWH REV A

2 MARCH 2023



JERRY SELLERS WWTP
COCOA BEACH, FL

CLARIFIER BAFFLE REPLACEMENT W/ INSTALLATION

PREPARED FOR

PLANT MANAGER

AREA REPRESENTATIVE

TSC-JACOBS NORTH
Joetscjn@gmail.com
904-524-9576 cell
813-242-2597 fax

NOTE

- Existing unit under serial #CSW000754-01B

PREPARED BY

Thomas Holt
Phone (801) 815-8075
Fax (801) 931-3080
Thomas.holt@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583

DATE: **March 2, 2023**

TO: **Jerry Sellers WWTP, Cocoa Beach, FL**

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the "Products") on the project indicated above (the "Project"). This proposal, either in its original form or in its "as sold" format, constitutes Ovivo's contractual offer of goods and services in connection with the Project. Please contact Ovivo's sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC Jacobs
24156 SR 54, Suite 3
Lutz, FL 33559

Attention: Joseph Sacco
Mobile: 813-524-9576
Email: joetscjn@gmail.com

PRICING

ITEM	SPECIFICATION SECTION	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	N/A	Replacement Clarifier Baffles w/ Installation	*	$85,400.00

*Lead time for equipment is 6 weeks from purchase order. Installation services will be determined at time of purchase order, approximately 1 week to demo/install new equipment.

GENERAL NOTES

- The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

- This equipment is being provided to replace existing equipment, as described, and will be covered by our standard mechanical warranty. Please note that unless directly stated otherwise, Ovivo is not providing any sort of guarantee or warranty regarding process or performance as part of this proposal.

*** CORONAVIRUS ADVISORY ***

The coronavirus situation may cause disruptions in our normal business practices, capacity, and supply chain. Any schedule statements made by Ovivo at this time are our best estimate and subject to change. Design will begin upon order acceptance; sourcing, manufacturing and fabrication will not begin until the formal submittal package is approved by owner and/or contractor.

ITEM I – REPLACEMENT CLARIFIER BAFFLE SKIMMING COMPONENTS

Ovivo USA, LLC (formerly EIMCO Water Technologies – EWT) is pleased to offer the following proposal to provide pricing for replacing the clarifier baffle on an existing clarifier at the Jerry Sellers WWTP including Ovivo installation services. The original equipment was provided under the order number CSW0000754-01. Ovivo owns all the original drawings/information and have them in our database.

ITEMS INCLUDED:

- **Clarifier Baffle**
  - 12" Tall FRP baffle for 110' diameter tank including a 24" deep section to be installed at the existing scum box
  - FRP upper/lower baffle supports
  - Installation hardware and new wall anchors (316 SS)

- **Misc. Supply**
  - One (1) year warranty
  - Engineering
  - FCA Freight

INSTALLATION SERVICES

- Florida State licensed General Contractor.
- One Mobilization and Demobilization.
- Service truck, crane, mats and related equipment.
- Removal of existing and installation of new baffle and baffle supports.
- 10 hours per day.

ITEMS NOT INCLUDED (But not limited to the following):

- Any bonds and/or permits, including but not limited to building permits.
- Dewatering, draining or cleaning of tank prior to start of installation.
- Removal and/or disposal of any plant waste.
- Electrical disconnect/installation or alteration of existing electrical supply.
- Electrical control panels, junction boxes, wiring, conduit, circuit breakers, etc.
- Any clarifier components not expressly listed above.
- Disposal of existing baffles and removal from jobsite.
- Overtime work hours.
- See general items not included.

DELAYS IN CONSTRUCTION:

Prior to mobilization, the Owner is to confirm that the work area is ready for our crew's mobilization. Tank must be cleaned, free of plant waste and standing water, and must remain in this condition throughout construction. (Pumps, piping, valving, gates, stop blocks, etc. –whether permanent or temporary - are not the responsibility of Ovivo.)

If applicable, the electrical supply must be disconnected. Also, if applicable, arrangements must be made for reconnection of electrical supply within 1 working day of notice by Ovivo.

Failure to have the construction area ready prior to our arrival will result in rescheduling of equipment installation and any financial costs incurred due to delays. Please note that our crews are frequently booked weeks in advance, and rescheduling to best meet the Owner's needs may not be possible.

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than **Thirty (30) days** after date of proposal. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are as follows:

Milestone	Cumulative Percent Invoiced – Type Muni
Shipment of Major Components	50%
Equipment Installed, Startup/Training Complete	50%

Payments are due within thirty (30) days after Purchaser's receipt of invoice. Invoice will be submitted after all materials have been received at job site or have been successfully installed by an Ovivo contractor and the field service check-out and start-up procedure is finalized. Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Any postponement of delivery dates requested by the Purchaser; or if Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, for delays of up to ninety (90) days, Purchaser shall pay Ovivo all appropriate charges incurred up to date of such event, per the schedules above, which may include partial completion of milestones. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. For delays less than ninety (90) days, Ovivo will delay portions of fabrication and delivery, to the extent possible. Delays greater than ninety (90) days are subject to price escalation at 1.5% per month for each month or partial month of delay, further subject to the steel escalation clause; or, if possible, equipment shall be stored at the cost of the Purchaser. For delays greater than ninety (90) days, Purchaser shall accept transfer of title and make full payment for all work due and payable, thirty (30) days from the date work is placed into storage. Credit is subject to acceptance by Ovivo's Credit Department.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by January 16,2022.

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties. THE PARTIES AGREE THAT, OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

PURCHASE ORDER SUBMISSION

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Attn: Thomas Holt
Tel. #: 801-931-3023
Email: thomas.holt@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.
The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

OVIVO

Worldwide Experts in Water Treatment

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER's FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in *pdf, jpg or tif* format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products: and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED – September 2020

Ovivo USA, LLC
4246 Riverboat Road - Suite 300
Salt Lake City, Utah
84123-2583
USA

Telephone: 801.931.3000
Facsimile: 801.931.3080

www.ovivowater.com

March 2, 2023

Jerry Sellers WRF
375 N. Cocoa Blvd
Cocoa, FL 32922

Re: EIMCO Water Technologies Equipment
Sole Source

To Whom It May Concern:

Please be advised that Ovivo USA, LLC is the "Sole Source" manufacturer and exclusive distributor of all EIMCO parts/equipment used in Ovivo (formerly EIMCO Water Technologies) wastewater & water treatment process facilities.

Our exclusive agent for this equipment in your geographic area is:

TSC-Jacobs North
24156 SR 54, Suite 3
Lutz, FL 33559

Joe Sacco
904-524-9576 - Mobile

Please direct all inquiries for municipal wastewater treatment equipment to above agent.

Respectfully,

Thomas Holt
Sales Engineer
OVIVO USA, LLC Rebuild Group
801 931-3023
thomas.holt@ovivowater.com

RESOLUTION NO. 2023-033

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular Meeting assembled on the 11th day of April, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=11827856&GUID=F9D50E47-723D-4346-87E4-FF10B4A32522* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	23-153	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	2/23/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY 23 Budget, BAF #23-055-A, to accept the grant revenue for the State of Florida Historic Preservation Grant for the replacement of windows and doors at the Leon and Jewel Collins Museum of African American History and Culture in the amount of $150,500 and fund the grant match in the amount of $150,500 through the use of General Fund Balance Reserves. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-055-A-CD-Historic Preservation Grant (4-11-23) Agenda 23-153.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 23, 2023
Agenda Date: April 11, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution Amending the FY 23 Budget, BAF #23-055-A, to accept the grant revenue for the State of Florida Historic Preservation Grant for the replacement of windows and doors at the Leon and Jewel Collins Museum of African American History and Culture in the amount of $150,500 and fund the grant match in the amount of $150,500 through the use of General Fund Balance Reserves.

BACKGROUND:

At the January 24, 2023 Council meeting, Council accepted the Grant Award agreement for the replacement of the windows and doors at the Leon & Jewel Collins Museum of African American History and Culture. As part of agreement, the City was awarded $150,500 with a required match of $150,500. The grant is funded through June 30, 2024. Staff is currently working with the architect to develop an RFP to secure a contractor to complete the project.

Staff requests approval of the BAF #23-055-A amending the FY23 budget in the amount of $301,000.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF# 23-055-A

Amount Requested	$150,500
Account Number	001-0000-389.99-50 GR23HM
Account Name	Fund Balance

Amount Requested	$150,500
Account Number	_001-0000-334-70-11 GR23HM
Account Name	_Historic Preservation Grant

Amount Requested	$12,081
Account Number	001-3200-515.31-16 GR23HM
Account Name	Professional Services/Historical Preservation

Amount Requested	$288,919
Account Number	001-3200-515.46-00 GR23HM
Account Name	Repairs and Maintenance

Total Project $301,000

Source of Funds:	X	Grant Source: Historic Preservation Grant
	X	Match Source: Fund Balance

PREVIOUS ACTION:

January 24, 2023 - Council accepted the grant agreement 23.h.sc.100.023 in the amount of $301,000.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 23 Budget, BAF #23-055-A, to accept the grant revenue for the State of Florida Historic Preservation Grant for the replacement of windows and doors at the Leon and Jewel Collins Museum of African American History and Culture in the amount of $150,500 and fund the grant match in the amount of $150,500 through the use of General Fund Balance Reserves.

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RESOLUTION NO. 2023-034

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Budget Workshop assembled on the 11TH day of April, 2023

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-055-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 03/13/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 150,500	001-0000-389.99-50	GR23HM	FUND BALANCE	$ 0	$ 0	$ 150,500	$ 0
$ 150,500	001-0000-334.70-11	GR23HM	HISTORIC PRESERVATION GRANT - MO(	$ 0	$ 0	$ 150,500	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 301,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 12,081	001-3200-515.31-16	GR23HM	Professional Services/ Historical Preservatic	$ 0	$ 0	$ 12,081	$ 0
$ 288,919	001-3200-515.46-00	GR23HM	Repairs and Maintenance	$ 0	$ 0	$ 288,919	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 301,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Accept the revenue for the State of Florida Historic Preservation grant in the amount of $301,000 ($150,500 grant/$150,500 match). Agenda 23-153 to be presented on April 11, 2023 for approval.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 04/11/23 ***RESOLUTION #:*** 2023-034

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

3/13/23	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2023.03.13 08:47:40 -04'00'	3/13/23	Colleen Campbell	Digitally signed by Colleen Campbell Date: 2023.03.13 09:55:10 -04'00'
Date	Requestor's Signature		Date	Finance Approval Signature	Date Finance Director's Signature
3/13/23	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2023.03.13 08:47:58 -04'00'	4/4/23	Lora Howell	Digitally signed by Lora Howell Date: 2023.04.04 11:45:22 -04'00'
Date	Department Director's Signature		Date	Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	23-201	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/14/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for FY2024, pending the final approval of the City of Cocoa FY2024 budget. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2023 ANR MUNICIPAL SERVICES AGREEMENT.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2023
Agenda Date: April 11, 2023
Prepared By: Susan L. Lambert, CAP, OM
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for FY2024, pending the final approval of the City of Cocoa FY2024 budget.

BACKGROUND:

The Cocoa Police Department wishes to continue its partnership with Alliance for Neighborhood Restoration of Brevard to continue the initiative with the Cocoa Police Athletic League which focuses on at-risk youth. Alliance for Neighborhood Restoration of Brevard provides the Executive Director and staff to oversee the day to day operations of the programs that make up the Cocoa Police Athletic League. These programs include, but are not limited to, basketball, bowling, after school programs, and the Youth Development Council. City staff is seeking to continue supporting the operation of the Alliance for Neighborhood Restoration programs and to retain staff, who are responsible for running the programs for our at-risk youth. These programs and services provided to the community are essential to our crime prevention efforts, specially focused on at-risk youth. This amount of this contract is $63,617 for the period from October 1, 2023 through September 30, 2024 pending final approval of the Fiscal Year 2024 budget. This amount is inchanged from FY 2023.

STRATEGIC PLAN CONNECTION:

This agenda item addresses the strategic issue of reducing crime by providing programs for at-risk youth. This partnership with Alliance for Neighborhood Restoration of Brevard advances that goal.

BUDGETARY IMPACT:

Staff are currently in the budget planning process and will budget for this Municipal Services Agreement accordingly pending approval of FY2024 budget

Amount Requested	$63,617
Account Number	_001-2100-521.34-00
Account Name	_Contract Services

PREVIOUS ACTION:

The City Council has previously approved Municipal Service Agreements with the Alliance for Neighborhood Restoration of Brevard.

RECOMMENDED MOTION:

Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for FY2024, pending the final approval of the City of Cocoa FY2024 budget.

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MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**") and the **ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.,** a Florida nonprofit corporation ("Service Provider").

RECITALS:

WHEREAS, the Service Provider is a not for profit Florida corporation, which is actively involved in assisting the City of Cocoa Police Department in implementing innovative programs and strategies that address the needs of the residents of the City of Cocoa; and

WHEREAS, Service Provider also desires to assist the City with the Cocoa Police Athletic League for the benefit of the children of Cocoa; and

WHEREAS, the services provided by Service Provider have been instrumental in assisting the Cocoa Police Department deter gang participation, substance abuse and criminal activities and have helped facilitate better relations between the Cocoa Police Department and neighborhood residents; and

WHEREAS, the Service Provider is a not for profit community service organization located within the City of Cocoa; and

WHEREAS, the City Council believes the programs and services to be provided through Service Provider will continue to benefit all residents of the City and desires to continue the established programs that are focused on assisting the City's at risk-youth; and

WHEREAS, the Service Provider has requested a contribution from the City to offset the costs associated with providing the programs and services necessary to meet the needs and desires of the residents of the City; and

WHEREAS, the parties agree that the funds provided herein are for the sole purpose of serving the paramount public purpose of deterring gang-related activities, substance abuse, and other criminal activities within the City of Cocoa and to eliminate and reduce other negative factors that adversely affect the quality of life including, but not limited to, slum and blight; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the funds provided by the City to the Service Provider ultimately serve the aforesaid paramount public purpose; and

WHEREAS, the parties agree that the services provided by the Service Provider hereunder 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:

1.0 **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2.0 **Definitions.** For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

(a) "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein using the funds provided in paragraph 4.0.

(b) "City" is the City of Cocoa, Florida, a Florida Municipal Corporation.

(c) "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, whichever is later, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

(d) "Funds" shall mean the monies paid by the City to the Service Provider in accordance with paragraph 4.0 of this Agreement.

(e) "Public-Record" is as described in Section 119.011(1), Florida Statutes.

(f) "Service Provider" is the Alliance for Neighborhood Restoration of Brevard, Inc., a Florida non-profit corporation.

(g) "Work" or "Municipal Services" shall be used interchangeably and shall refer to the performance of the services outlined in paragraph 5.0 of this Agreement.

(h) "Wrongfully Expended Funds" is defined in paragraph 15.0 of this Agreement.

3.0 **Engagement: Term of Agreement.** 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 October 1, 2023 and shall end on September 30, 2024.

4.0 **Payment of Funds.** The City agrees to pay the Service Provider a maximum of sixty-three Thousand, Six-Hundred and Sixteen and 92/100 Dollars ($63,616.92) annually during the term of this Agreement. Payment shall be made in maximum, monthly installments of Five Thousand, Three-Hundred One and 41/100 Dollars ($5,301.41) depending on the Service Provider's performance under this Agreement and depending on the Service Provider's financial needs which are necessary to perform the services provided hereunder. 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

monthly reports prepared and provided by the Service Provider pursuant to paragraph 7.0 of this Agreement. Notwithstanding the City's commitment to the Service Provider hereunder, the source of such monies will lawfully be made from fund budgeted and appropriated for such purpose during the City's current 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 at the end of the then current term. 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.

5.0 **Municipal Services.** In consideration of the Funds provided hereunder, the Service Provider agrees to perform the following municipal services;

5.1 Organize and coordinate anti-gang, gun reduction activities including community outreach.

5.2 Continue to use the community resource trailer stand in cooperation and collaboration with the Cocoa Police Department to facilitate community relations and engagement with the citizens of the City of Cocoa.

5.3 Use the PAL Center as a drug-free area for educational, cultural and anti-gang, anti-drug activities where role playing, small group sessions, lectures, meetings and seminars on drug abuse may be held.

5.4 In partnership with the City of Cocoa and the Cocoa Police Department, host a Drug-Free Youth Summit and plan and coordinate a National Night Out.

5.5 Lead the Cocoa Police Athletic League in partnership with the City of Cocoa through the following events: Youth Directors Council, Basketball, Character Education, and other similar Pal-related activities.

5.6 Research, identify and secure additional outside funding sources for the purposes of sustaining and continuing the Municipal Services in the City of Cocoa.

5.7 Upon mutual agreement in writing, any other related services consistent with the municipal purpose stated hereunder.

6.0 **Professionalism and Standard of Care.** The Service Provider shall perform and carry out in a professional manner, all Municipal Services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the Municipal Services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service provider.

7.0 **Submittal of Progress Reports.** On a monthly basis, the Service Provider shall submit to the City a written progress report as to the status of all Municipal Services set forth in this Agreement, the success of the project, the monthly financial needs of the Service Provider, and the steps the Service

Provider has taken to research, identify and secure additional outside funding sources. The report shall in a sufficient manner demonstrate the need for monthly funds under this Agreement and shall demonstrate that any funds expended were used to provide Municipal Services to the residents of Cocoa. If the detail is not sufficient in the City Manager's reasonable discretion to permit the City to determine the Municipal Services performed or the manner in which it is being performed, the City may seek more detail from the Service Provider.

8.0 **Warranty of Professional Services.** The Service Provider (for itself and any of its employees, Service Providers, partners, and agents used to perform the Municipal Services) hereby warrants unto the City that all of its employees (and those of any of its Service Providers, partners, and agents used to perform the Municipal Services) have sufficient experience to properly complete the Municipal Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Municipal Services, the Service Provider shall supervise and direct the Municipal Services, using its best skill and attention and shall enforce strict discipline and good order among its employees. The Service Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority hearing on the performance of the Municipal Services.

9.0 **Work is a Private Undertaking.** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Service Provider is such that the Service Provider is an independent Service Provider and not an agent of the City. The Service Provider, its Service Providers, partners, agents, and their employees are independent Service Providers and not employees of the City. Nothing in this Agreement shall be interpreted to establish a relationship other than that of an independent Service Provider, between the City, on one hand, and the Service Provider, its Service Providers, partners, employees, or agents, during or after the performance of the Work under this Agreement.

10.0 **Compliance Monitoring.** Service Provider agrees that City control and monitoring of the Funds being provided hereunder is necessary to insure that the Service Provider is expending said Funds in furtherance of the public purposes declared by the City under this Agreement.

11.0 **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Service Provider agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Service Provider related to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Service Provider; provided, to the extent allowed by law, that the foregoing shall not include records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s) which relate to Service Provider's business generally and do not specifically relate to the services provided to the City under this Agreement. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films,

photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Service Provider are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, all public records in possession of the Service Provider, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Service Provider shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City; provided that nothing in this section shall require Service Provider to grant direct access (i.e., password protected access) to its proprietary computer systems to the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Service Provider of the request and the Service Provider shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require Service Provider to grant direct access (i.e. password protected access) to its proprietary computer systems. If the Service Provider does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Service Provider acknowledges that if the Service Provider does not provide the public records to the City within a reasonable time, Service Provider may be subject to penalties under Section 119.10, Florida Statutes. Service Provider acknowledges that if a civil action is filed against Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Service Provider, be open and freely exhibited to the City for the purpose of examination, audit,

or otherwise. Failure by Service Provider to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Service Provider fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

12.0 **Audit and Inspections.** All the Service Provider's records with respect to any matters covered by this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Service Provider within thirty (30) days after receipt by the Service Provider. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement and may result, at the sole discretion of the City, in the withholding of future Funds or the immediate return to the City the Funds provided by this Agreement.

13.0 **Civil Rights.** The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

14.0 **Nondiscrimination.** The Service Provider will not discriminate against any employee, applicant for employment, clients, or service beneficiaries because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to providing Municipal Services under this Agreement. The Service Provider will take affirmative action to insure that all employment practices and assistance to clients are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Service provided setting forth the provisions of this nondiscrimination clause.

15.0 **Representation and Warranties.** Service Provider represents and warrants that it shall use all Funds received from the City under this Agreement for the sole purpose of performing the Municipal Services provided in paragraph 5.0 herein. In the event the Service Provider fails to expend such Funds for said purpose (Wrongfully Expended Funds), the Service Provider shall fully reimburse the City the Wrongfully Expended plus interest calculated at maximum rate allowable under Florida Law per annum.

If the City must take any legal action to collect any Wrongfully Expended Funds, the Service Provider shall be liable for all costs incurred by the City to collect such Funds, including, but not limited to, reasonable attorney's fees, filing fees and other costs.

16.0 **Severability.** Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

17.0 **Choice of Law: Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such State shall govern the validity and interpretation of this Agreement and the performance due hereunder.

The parties agree that venue shall be exclusively in Brevard County, Florida, for all State Court Actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all Federal Court actions or disputes which arise out of or are based upon this Agreement.

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

19.0 **Attorney's Fees.** Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

20.0 **Headings.** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

21.0 **Waiver.** Any waiver by City of any breach or violation of the Service Provider's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

22.0 **Corporate Representations.** Service Provider makes the following representations to the City:

22.1 Service Provider is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

22.2 The undersigned signatory for the Service Provider has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by

the Service Provider has been duly authorized by the Board of Directors and/or the President of the Service Provider. In support of said representation, the Service Provider agrees to provide a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

23.0 **No Joint Venture.** No provision contained herein shall be construed as creating a joint venture between the parties.

24.0 **City's Right of Inspection.** The City is hereby granted the right of entry onto the Service Provider's property used to perform the Municipal Services for purposes of determining the Service Provider's compliance with this Agreement. The Service Provider hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

25.0 **Notices.** Communications and details concerning this Agreement shall be directed to the following contact representatives:

ATTN: City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8680

ATTN: Delores McLaughlin
P.O. Box 727
Cocoa, Florida 32922
(321) 504-9595

Anthony A. Garganese, City Attorney
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, Florida 32802-2873
(407) 425-9566

The foregoing addresses and representatives may be amended by any party at any time during the term of this Agreement by providing the other party written notice of said amendment.

26.0 **Time of Performance/Term.** Time is of the essence under this Agreement. Municipal Services provided by the Service Provider shall begin immediately upon execution of this Agreement. If the Service Provider has failed to expend all the Funds appropriated within the Term of this Agreement, the City, at its sole discretion, may require the Service Provider to immediately return to the City any and all Funds not properly expended or extend the term of this Agreement to allow the Service Provider additional time to properly expend the Funds pursuant to this Agreement.

Paragraphs 5.0, 11.0, 12.0, 26.0, 28.0, and 33.0 shall survive the termination of this Agreement.

27.0 **Termination.** Either party may terminate this Agreement for convenience with at least three (3) days written notice to the other party. If this Agreement is terminated for convenience, the Funds provided under Paragraph 4.0 shall be considered earned up to the date of termination on a pro-rated basis. The Service Provider shall return the pro-rated remaining Funds to the City within seven (7) days of termination of this Agreement. In addition, the City may terminate this Agreement for cause if the Service Provider materially fails to comply with any term of this Agreement or discontinues (in the sole opinion of the City) providing the Municipal Services while Funds have not been completely and properly expended or through the non-appropriation of funds. In such case, where the Agreement is to be terminated for cause (other than non-appropriation of funds), the City shall provide the Service Provider with at least thirty (30) days written notice to cure the default prior to termination. If the default has not been cured to the satisfaction of the City, within the thirty (30) days, termination shall be effective on the thirty-first (31st) day, without further action of the City. If the City terminates this Agreement for cause, it can elect any remedy provided by law, including, but not limited to, immediately requiring repayment of any and all of the Funds provided in Paragraph 4.0 herein. In addition, the City may declare the Service Provider ineligible for any further participation in any future Fund which are provided by the City for Municipal Services or other similar funds or grants provided by the City.

28.0 **Indemnification and Hold Harmless.** For all Municipal Services And Work performed pursuant to this Agreement, the Service Provider agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, international or otherwise, arising out of or resulting from the Service Provider's and its employees, partners, Service Providers, and agents performance of the Municipal Services and Work being performed under this Agreement; (b) the Service Provider's, and its employees, partners, Service Providers, and agents failure to comply with the provisions of any federal, state or local laws, ordinance, or regulations applicable to the Service Provider's and its employees, partners, Service Providers, and agents performance under this Agreement; (c) any fraud and misrepresentation conducted by the Service Provider and its employees, partners, Service Providers, and agents in obtaining the Funds provided under this Agreement; (d) the Service Provider's and its employees, partners, Service Providers, and agents failure to properly expend the Funds pursuant to this Agreement

The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the City, 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 which may result from the Municipal Services and Work performed under this Agreement whether the Municipal Services and Work are performed by the Service Providers, its employees, Service Providers, partners, and agents or anyone directly or indirectly employed by the Service Provider. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

29.0 **Assignment.** This Agreement shall not be assigned by the Service Provider.

30.0 **Bankruptcy.** The Service Provider hereby warrants and guarantees unto the City that it has not filed for bankruptcy or is subject to appointment of a receiver as of the Effective Date hereof. If the Service Provider has filed or files for bankruptcy, should be adjudged bankrupt, is subject to appointment of a receiver, or makes a general assignment for the benefit or creditors, the City, upon not less than three (3) days written notice to the Service Providers, without prejudice to other remedies or rights that the City may have, may terminate this Agreement and require immediate repayment of Funds not expended by the Service Provider pursuant to this Agreement or Wrongfully Expended Funds.

31.0 **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional funds for Municipal Services in the future, other than as specifically provided herein.

32.0 **Insurance Requirements.** During the Term of this Agreement, the Service Provider shall maintain, at its own expense, the following insurance coverage:

32.1 *Worker's compensation insurance* in accordance with the applicable provisions of Florida law.

32.2 *Professional liability insurance* for all corporate officers and directors of the Service Provider with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

32.3 *Commercial general liability insurance* with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

32.4 *Automobile liability insurance* in an amount not less than $250,000 for injuries to any one (1) person, $250,000 on account of any one (1) accident, and in an amount of not less than $250,000 for property damage.

Service Provider shall provide a copy of all insurance certificates to the City prior to receiving the payment of Funds from the City. Should the Service Provider fail to provide the insurance certificates or fails to obtain coverage in the aforementioned amounts, the City shall have the right to suspend the payment of the Funds until such time as the Service Provider complies with the requirements of this Paragraph 32.0 or terminate this Agreement if the Service Provider unreasonable delays compliance.

33.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, *Florida Statutes,* or other limitations imposed on the City's potential liability under State or Federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000), 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). This paragraph shall survive termination of this Agreement.

[Signature Page Follows]

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: _____

ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.

By:_____

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk, MMC

CITY OF COCOA:

_____
By: Michael Blake, Mayor

Date: _____

Legislation Details (With Text)

File #:	23-226	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/29/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Authorize the City Manager to Terminate the Agreement for Utilities General Construction Contractor, dated November 9, 2020, with Southern Underground Industries, Inc. under RFQ-20-18-COC. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Agreement for Utilities General Construction Contractor Southern.pdf Cocoa Termination Letter Southern Underground 4-11-23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 29, 2023
Agenda Date: April 11, 2023
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Terminate the Agreement for Utilities General Construction Contractor, dated November 9, 2020, with Southern Underground Industries, Inc. under RFQ-20-18-COC

BACKGROUND:

On October 27, 2020, City Council approved the award of RFQ-20-18-COC and authorized the City Manager to execute the Continuing Services Agreements with the following three short-listed firms:

Atlantic Development of Cocoa, Inc. (Atlantic)
Danus Utilities, Inc. (Danus)
Southern Underground Industries, Inc. (Southern)

Since that time, the City has periodically requested bid proposals from the three short-listed firms to perform certain tasks related to underground utility services. However, Southern Underground Industries, Inc. has elected for whatever reason not to submit any proposals for the City's consideration.

As such, staff is recommending the City exercise its rights under Paragraph 17.1 of the Agreement and terminate the Agreement effective immediately.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On October 27, 2020, City Council approved the award of RFQ-20-18-COC and authorized the City Manager to execute the Continuing Services Agreements with the three short-listed firms, Atlantic, Danus, and Southern.

RECOMMENDED MOTION:

To Authorize the City Manager to Terminate the Agreement for Utilities General Construction Contractor, dated November 9, 2020, with Southern Underground Industries, Inc. under RFQ-20-18-COC

AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR

THIS AGREEMENT is made and entered into this 9th day of November, 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and **SOUTHERN UNDERGROUND INDUSTRIES, Inc.,** 1454 Southwest 13th Court, Pompano Beach, Florida 33069, hereinafter referred to as "Utility Contractor".

WITNESSETH:

WHEREAS, City wishes to obtain underground utility services on a continuing basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Utility Contractor participated in the selection and negotiation process and Utility Contactor was one of several contractors chosen by the City Council at a duly held meeting on October 27, 2020 to perform future services on an as needed basis; and

WHEREAS, Utility Contractor is willing to provide such underground utility services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. This Agreement may be renewed by mutual agreement of the Parties for a maximum of two (2) separate two (2) year renewal terms.

1.2 The terms and conditions of any Task Authorization, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

A. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Utility Contractor to provide the construction services approved by Task Authorization by the City.

B. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

C. "Utility Contractor" shall mean **Southern Underground Industries, Inc.,** and its principals, employees, resident project representatives (and assistants).

D. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes*.

E. "Reimbursable Expenses" shall mean the actual expenses incurred by Utility Contractor or Utility Contractor's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual expenses the City agrees to reimburse by Task Authorization.

F. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Authorization.

G. "Task Authorization" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Utility Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Utility Contractor to perform underground utility services on a "Task" basis. The City will communicate with Utility Contractor, verbally or in writing, a general description of the task to be performed. The Utility Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. If a site visit by Utility Contractor is needed to generate the scope document, Utility Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Utility Contractor through a Task Authorization may include any phases of utility construction. These phases are more clearly defined in the attached **Exhibit "A".** Nothing herein shall be construed to guarantee that Utility Contractor will be assigned a Task.

2.2 The City will issue a Notice to Proceed to the Utility Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Utility Contractor shall perform the services set forth in the Task Authorization.

2.3 For each Task Authorization in excess of $25,000.00, Utility Contractor shall supply a materials, performance and payment bond(s) in accordance with Florida law and in

substantially in conformance with the form attached to the Agreement **Exhibit "B"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to the total Contract Price for the Work required by the Task Authorization. The issuance of bonds required under this Agreement shall not relieve Utility Contractor of any liability under the Agreement and any applicable Task Authorization. Utility Contractor shall remain jointly and severally liable with any surety issuing a bond under the Task Authorization. The premium for such bonds shall be paid by the Utility Contractor.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Utility Contractor. If such changes increase (additional services) or decrease or eliminate any amount of work, City and Utility Contractor will negotiate any change in total cost or schedule modifications. If the City and Utility Contractor approve any change(s), the Task Authorization will be modified in writing to reflect the change(s); and Utility Contractor shall be compensated for said service(s) in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Utility Contractor's designated representative.

3.2 All of City's said Task Authorizations and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE; LIQUIDATED DAMAGES

4.1 Utility Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. The parties acknowledge that the agreed upon schedule provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. Utility Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Utility Contractor fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Utility Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

4.3 Unless otherwise expressly provided in the Task Authorization, City and Utility Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work required by a Task Authorization is not substantially complete within the time specified therein, plus any extensions thereof allowed in accordance with a written change order. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, City and Utility Contractor agree that as liquidated damages for delay (but not as a penalty) Utility Contractor shall pay City five hundred dollars ($500.00) per day for each day that expires after the time specified in the applicable Task Authorization for both substantial and final completion until the work is

completed within said time period, and that City has paid to the Utility Contractor the consideration of ten ($10.00) dollars as consideration for this provision.

The liquidated damages shall be payable in addition to any excess expenses or costs payable by the Utility Contractor to the City under this Agreement and applicable Task Authorization, and shall not preclude the recovery of damages by the City under other provisions of the Agreement, except claims related to Utility Contractor's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Agreement or any applicable Task Authorization, as provided in this Agreement or elsewhere in the Task Authorization. The City's exercise of the right to terminate shall not release the Utility Contractor from the obligation to pay said liquidated damages.

When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Utility Contractor will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Utility Contractor the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Utility Contractor overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Utility Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF UTILITY CONTRACTOR

5.1 General Services. For basic and additional Services performed by Utility Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that agreed upon by the parties for a particular Task Authorization.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Utility Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that billed Utility Contractor by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Utility Contractor shall submit to the City a copy of any written invoice received by Utility Contractor from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Utility Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Utility Contractor or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Authorization.

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Utility Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Authorization.

5.5 Payment. Upon receipt of a proper invoice from Utility Contractor, the City agrees to pay the Utility Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Utility Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Utility Contractor.

5.6 Witholding Payments. Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. Utility Contractor does not make prompt and proper payments to subcontractors;

c. Utility Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;

d. Another Contractor is damaged by an act for which Utility Contractor is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the City, Utility Contractor's work is not progressing satisfactorily.

5.7 **Final Payment.** The City shall withhold up to 5% of the Contract Price set forth in any Task Authorization throughout the subject project in accordance with the Local Government Prompt Payment Act ("Act"). City shall promptly make payment to the Utility Contractor unless the City has grounds, under the Act, for withholding the payment of the retainage. The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Utility Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Utility Contractor has delivered to CITY a complete release of liens arising out of the Task Authorization, or receipt of releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to City indemnifying him against such claims.

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

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

b. Work that does not comply with the Task Authorization and this Agreement;

c. Outstanding claims of liens; or

d. Failure of Utility Contractor to comply with any special guarantees required by the Agreement and applicable Task Authorization.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the services performed by Utility Contractor. The City shall be given free access to the worksite at all times during work preparation and progress. The City's Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his or her duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Utility Contractor.

6.2 No inspection, review, or observation shall relieve Utility Contractor of its responsibility under this Agreement. The City will not be responsible for the means of construction, or for the sequences, methods and procedures used therein, or for the Utility Contractor's failure to perform the work in accordance with the applicable Task Authorization and this Agreements.

7.0 PROGRESS MEETING

7.1 City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Utility Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager. The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the Project. No review, inspection, or approval by the City of such Work or documents shall relieve the Utility Contractor of its responsibility for the performance of its obligations under the applicable Task Authorization or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve Utility Contractor of responsibility for the performance of its obligations under this Agreement and applicable Task Authorization. Payment by the City pursuant to the this Agreement shall not constitute a waiver of any of the City's rights under this Agreement or at law, and the Utility Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the Utility Contractor if the City becomes aware of any fault or defect in the subject Project or non-conformance with this Agreement and applicable Task Authorization. Furthermore, the City shall not have control or charge of construction means, methods,

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

8.0 RESPONSIBILITIES OF CONTRACTOR The Utility Contractor's duties and rights in connection with any Task Authorization issued by the City herein are as follows:

8.1 Responsibility for Supervision and Construction. Utility Contractor shall be solely responsible for all construction under the Task Authorization, including the techniques, sequences, procedures and means, for the coordination of all work. Utility Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

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

8.3 Furnishing of Labor, Materials, etc. Utility Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with this Agreement and Task Authorization.

8.4 Payment of Taxes: Procurement of Licenses and Permits. Utility Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Utility Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Task Authorization) hold or will secure all trade or professional licenses required by law for the Utility Contractor to undertake the Work required by the Task Authorization.

8.5 Guarantee. The Utility Contractor hereby guarantees the Work to the full extent provided in the Task Authorization and any applicable Plans, Specifications, General Conditions, Special Conditions and other contract documents. The Utility Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the City or for such longer period as may be provided in the applicable Task Authorization, Plans, Specifications, General Conditions, Special Conditions or other contract documents. Without limiting the generality of the foregoing, the Utility Contractor warrants to the City, that all materials and equipment furnished under this Agreement and Task Authorizations will be of first class quality and new, unless otherwise required or permitted by the applicable Task Authorization, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Task Authorization. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Task Authorization shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Utility Contractor will provide written guarantee for work and materials for a minimum of one (1) calendar year after acceptance by City unless a longer time period is

required by a Task Authorization. The one (1) period is not a limitation upon manufacturer warranties or Utility Contractor's payment and performance Bond(s).

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

8.7 Safety. Utility Contractor shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Utility Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Utility Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

A. Professional Liability: If professional services are rendered under any Task Authorization, proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

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

C. The Utility Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Utility Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Utility Contractor or by anyone directly or indirectly employed by the Utility Contractor.

D. Utility Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **With the exception of any required professional insurance policy hereunder, the City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time**.

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Utility Contractor to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Utility Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Utility Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Authorization, shall be consistent with recognized and sound construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

12.2 Utility Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Utility Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding

any other provision of this Agreement, Utility Contractor shall indemnify, hold harmless, and defend City, its officers, directors, attorneys, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Utility Contractor may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Utility Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics or means of transmission, of Utility Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of City or the Utility Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics or means of transmission of Utility Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS/CITY CLERK AT (321) 433-8484, 65 STONE STREET, COCOA, FLORIDA 32922.

Utility Contractor is required to and agrees to comply with public records laws. Utility Contractor shall keep and maintain all public records required by City to perform the services as agreed to herein. Utility Contractor shall provide the City, upon request from the CITY CLERK, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Utility Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Utility Contractor shall transfer to City, at no cost, all public records in possession of the Utility Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Utility Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Utility Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from the City Clerk, in a format that is compatible with the information technology systems of City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied

by the City or any other person, the City shall immediately notify Utility Contractor of the request and the Utility Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Utility Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Utility Contractor acknowledges that if the Utility Contractor does not provide the public records to the City within a reasonable time, the Utility Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Utility Contractor acknowledges that if a civil action is filed against the Utility Contractor to compel production of public records relating to this Agreement, the court may assess and award against Utility Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Utility Contractor, be open and freely exhibited to the City for the purpose of examination, audit or otherwise. Failure by Utility Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Utility Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Utility Contractor failure to comply with this Section, the City shall collect from Utility Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Utility Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Utility Contractor failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Utility Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adoption by the Utility Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Utility Contractor.

14.3 The Utility Contractor acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Utility Contractor agrees that to the extent any document produced by Utility Contractor under this Agreement constitutes a Public Record, Utility Contractor shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 Utility Contractor shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

15.4 If any part of this Agreement is subcontracted by Utility Contractor, prior to the commencement of any Work by the subcontractor, Utility Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Utility Contractor shall be considered an independent contractor and not an employee of the City.

17.0 TERMINATION; DEFAULT BY UTILITY CONTRACTOR AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, at any time with or without cause. Without limitation, the following shall be considered cause for terminating this Agreement and shall constitute a default hereunder:

17.2 Utility 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 Utility Contractor shall have such time as is reasonably necessary to remedy the default, provided the Utility Contractor promptly takes and diligently pursues such actions as are necessary.

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

17.4 Utility Contractor has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

17.5 Utility Contractor has committed any act of fraud upon the City; or

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

17.7 Utility 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.

17.8 Utility Contractor fails to comply with any condition or provision of this Agreement including any Task Authorization.

17.9 Notwithstanding the aforementioned, in the event of a default by Utility Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination. Additionally, in the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Utility Contractor under this Agreement shall, at the option of the City, become the City's property and Utility Contractor shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Utility Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to Utility Contractor for the purpose of setoff until such time as the amount of damages due to the City from Utility Contractor can be determined.

18.0 FORCE MAJEURE

18.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; plague; pandemic; flood; windstorm; explosion; riot; ware; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

19.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

19.2 The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

20.0 HEADINGS

20.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

21.0 SEVERABILITY

21.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

22.0 WAIVER AND ELECTION OF REMEDIES

22.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

22.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Utility Contractor.

24.0 PROHIBITION AGAINST CONTINGENT FEES

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

25.0 ENTIRE AGREEMENT

25.1 This Agreement, including any Task Authorizations and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Utility Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. The terms and conditions of this Agreement shall be deemed automatically incorporated into any Task Authorization approved and executed hereunder regardless if the Task Authorization references this Agreement.

26.0 NO JOINT VENTURE

26.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties; and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

27.0 ATTORNEY'S FEES

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

28.0 COUNTERPARTS

28.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

29.0 AGREEMENT INTERPRETATION; DRAFTING

29.1 At its discretion, during the course of the work, should any errors, ambiguities or discrepancies be found in the Agreement or specifications, the City at its sole discretion will interpret the intent of the Agreement and work descriptions and the Utility Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City. When the material, article or equipment is designated by a brand name and more than one brand name is listed, it will be understood that the work is based on one brand name only. The Utility Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment being provided without additional cost to the City. A substitute material, article or equipment is allowed if it is reasonably equivalent to the brand name specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Utility Contractor must notify the City prior to use of the substitute for a specified brand name and allow the City to make a determination before Utility Contractor uses the substitute.

29.2 City and Utility Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties in a court of competent jurisdiction, except as provided in Section 29.1.

30.0 NON-DISCRIMINATION

30.1 Utility Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

31.0 PUBLIC ENTITY CRIMES

31.1 As provided in §287.132 and §287.133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Utility Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by §287.133(3)(1), *Florida Statutes*.

32.0 CODE REQUIREMENTS

32.1 The Utility Contractor and its subcontractors on any project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to the project and the actions or operations of those engaged in the work or concerning materials used. Utility Contractor shall ask for and receive any required inspections.

33.0 TESTING

33.1 The Utility Contractor shall be responsible for all tests and testing required by this Contract, unless otherwise specified. All testing shall be done in the presence of a representative of the City. The City reserves the right to test all materials, products, installations and equipment.

33.2 All pipelines will be placed in satisfactory operating condition by the Utility Contractor prior to final payment, and the Utility Contractor shall furnish a letter addressed to the City advising that the completed Work has been installed in accordance with the plans and specifications of this Contract and that all items are in proper operating condition.

34.0 CITY'S RIGHT TO STOP WORK

34.1 If the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, the City shall have the right, but not an obligation, to order the Utility Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that the Work be resumed. In such event, the Utility Contractor shall immediately obey such order. A stop work directive provided under this paragraph shall not entitle the Utility Contractor to an extension of the completion date.

35.0 CITY'S RIGHT TO PERFORM WORK

35.1 If the Utility Contractor's Work is stopped by City, or if the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, and the Utility Contractor fails within three (3) working days of such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage, failure, or refusal will be

eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Utility Contractor, proceed to carry out the subject Work. In such a situation, an appropriate change order shall be issued deducting from the contract price the cost of correcting the subject deficiencies, plus compensation for the City's Consultant's additional services and expenses necessitated thereby, if any. If the unpaid portion of the contract price is insufficient to cover the amount due the City, the Utility Contractor shall pay the difference to the City.

36.0 EMERGENCIES

36.1 All emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Utility Contractor, without special instruction or authorization from the City or the City's authorized representative, is obligated to immediately act to prevent threatened damage, injury, or loss. The Utility Contractor shall give the City's authorized representative(s) written documentation within three (3) days from the inception of said emergency if the Utility Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the City's authorized representative determines that a change in the contract documents is required because of action taken by the Utility Contractor in response to such an emergency, a change order will be issued to document the consequences of such action.

37.0 WARRANTY / GUARANTEE

Unless otherwise required by the specifications, the Utility Contractor shall furnish a one (1) year warranty on all equipment, furnishings, and installation provided hereunder against defect in material and/or workmanship. The warranty shall become effective on the Date of Substantial Completion and acceptance by the City or as otherwise required by law. Should any defect in materials or workmanship, excepting ordinary wear and tear, be discovered during the above-stated warranty period, the Utility Contractor, upon written notice from the City, shall immediately repair or replace same at no cost to the City. The Utility Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control, and without fault or negligence, of the Utility Contractor, such as misuse or neglect by the City, acts of God, fires, floods and hurricanes.

38.0 WAIVER OF JURY TRIAL

38.1 The City and Utility Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

39.0 BARRICADES

39.1 The Utility Contractor shall provide all barricades and/or protective safety devices and shall take all necessary precautions to protect all personnel and property. The

Utility Contractor shall remove said barricades and/or safety devices from City property at the completion of the project.

40.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

40.1 By the submission of its Bid, Bidder certifies that all material, equipment, etc. contained in its bid meets all Occupational Safety and Health Act (OSHA) requirements. Bidder further certifies that if it is the successful Bidder, and any of the material, equipment, etc. delivered is subsequently found to be deficient of any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Bidder. Furthermore, in compliance with Florida law, any item delivered from a Task assigned under this Agreement must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and common name of the toxic substance

B. The hazards or other risks in the use of the toxic substances including:

1. The potential for fire, explosion, corrosion and reactivity
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance
3. The primary routes of entry and symptoms of over-exposure

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over-exposure

D. The emergency procedure for spills, fire, disposal and first aid

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

41.0 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE/CONSTRUCTION DEBRIS

41.1 The Utility Contractor must comply with all applicable City Codes and solid waste franchise agreements regarding the storage, removal, and disposal of solid waste and construction debris. Prior to performing any Services required hereunder, the Utility Contractor shall contact the City's Utilities Department for information relative to complying with this section.

42.0 MATERIALS, INSTALLATION AND PERFORMANCE

42.1 The Utility Contractor shall be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their Bid. The Utility Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Utility Contractor's area of responsibility.

43.0 SET UP AND CONNECTIONS

43.1 All equipment is to be set up, connected to utilities, checked and demonstrated at no charge to the City. The Utility Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished Utility Contractor-installed material and equipment.

44.0 SAFETY AND PROTECTION OF PROPERTY

44.1 The Utility Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Utility Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same. This requirement includes, but is not limited to, the United Sates Occupational Safety and Health Act and the Florida Trench Safety Act, *Florida Statute* §553.60.

45.0 TAXES

45.1 The Utility Contractor shall pay all applicable sales, consumer-use, and other similar taxes required by law. The Utility Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

46.1 ENTIRETY OF CONTRACT

46.1 The City and the Utility Contractor agree that this Contract sets forth the entire Contract between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 3.0 – Changes in the Scope of Work.

47.0 NOTICE

For Utility Contractor
Southern Underground Industries, Inc.

1454 Southwest 13th Court
Pompano Beach, Florida 33069
Attention: _____
Phone: _____

For City:

City of Cocoa/ Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922
(321) 433-8710

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

48.0 SOVEREIGN IMMUNITY

48.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than 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.

49.0 CORPORATE REPRESENTATIONS BY UTILITY CONTRACTOR

49.1 Utility Contractor hereby represents and warrants to the City the following:

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

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

50.0 INDEMNIFICATION.

50.1 For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Utility Contractor shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, employees, and/or

attorneys against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Utility Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform Utility Contractor's obligations pursuant to this Agreement and any and all Task Authorizations hereunder.

50.2 The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole 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, its officers, agents, officials, representatives, employees, and/or attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired 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 with this indemnification provided herein, as long as said fees are reasonable. This paragraph shall survive termination of this Agreement.

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

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONTRACTOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Stockton Whitten, City Manager

ATTEST:

Carie Shealy, City Clerk

SEAL
FLORIDA

UTILITY CONTRACTOR:

Southern Underground Industries, Inc.:

By: _____
Print Name/Title: Belseri Comerford - President

EXHIBIT "A"

SCOPE OF SERVICES
UTILITY GENERAL CONSTRUCTION CONTRACTOR
AGREEMENT

The Scope of Services to be provided by the Utility Contractor shall include all phases of underground utility services. The Utility Contractor has already been pre-qualified by City to perform the following:

- Install new water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace or installation of new piping and associated appurtenances located at the water and wastewater plants and the wellfield
- Perform line stops / install insert valves on various size pipe to include large diameter transmission mains
- The projects will consist of various size pipe consisting of various materials: i.e.: metal, plastic, Asbestos Cement Pipe, and reinforced concrete.
- All work on the City of Cocoa Utility system shall meet the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details
- The Contractor shall include a Critical Path Method Schedule for each project. The requirements will be detailed in the specifications for each project.
- Work shall include any associated restoration, maintenance of traffic, erosion control, clearing and grubbing, or other similar ancillary work to complete the project
- Restoration of FDOT, Brevard County, City of Cocoa, or other local jurisdiction roads (to included driveways, curbing, and sidewalk), storm water systems, and/or other utilities affected by the utility work. The restoration shall be per the governing authority's specifications and requirements
- Contractor shall meet all safety requirements as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work.

Quotes will first be obtained from Utility Contractor prior to commencement of any planned project. The City shall retain the right to refuse any quote for just cause.

For each project Utility Contractor will supply the following:

A. Labor, equipment and material (unless material is supplied by City by mutual agreement)

B. Traffic control: On-site personnel must be certified in FDOT Maintenance of Traffic Level III Work Zone Training.

C. Supervision: On-site personnel in charge must be OSHA Certified Competent Person

D. De-watering

E. As-built drawings: When project is completed

EXHIBIT "B"

FORM

PUBLIC CONSTRUCTION BOND

In compliance with Section 255.05, Florida Statutes

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone Street
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8710
Owner Fax No.	
Owner Email:	
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	

Bid Number:	

BY THIS BOND, We,_____., a _____as Principal, and _____ a _____ Corporation as Surety, are hereby bound to the **CITY OF COCOA**, a Florida municipal corporation , herein called Owner, in the sum of $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the _____Agreement dated _____, 20____, ("Agreement") between Principal and Owner for construction of the _____as specified in the Agreement, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in this Agreement; and

b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and

c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the Agreement; and

d. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement and by law including all warranties and guarantees specified in the Agreement, then this bond is to be void; otherwise it remains in full force and effect.

e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 2020.

CONTRACTOR AS PRINCIPAL

_____., a _____:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

Approved as to Form:

_____

Cocoa City Attorney

UTILITIES DEPARTMENT
351 Shearer Boulevard
Cocoa, Florida 32922
Phone: (321) 433-8700

April 11, 2023

Southern Underground Utilities LLC
1454 Southwest 13th Court
Pompano Beach, FL 33069

Subject:Termination of the Agreement for Utilities General Construction Contractor, dated November 9, 2020, under City of Cocoa RFQ-20-18-COC

Dear Mr. Comerford,

The City of Cocoa and Southern Underground Industries, Inc. entered into an Agreement for Utilities General Construction Contractor, dated November 9, 2020 ("Agreement"). Since that time, the City has requested bid proposals from your company to perform certain tasks related to underground utility services. However, your company has elected for whatever reason not to submit any proposals for the City's consideration. As such, the City Council has determined it is necessary for the City to exercise its rights under Paragraph 17.1 of the Agreement, to terminate the Agreement effective immediately.

Sincerely,

Jack Walsh
Utilities Director
City of Cocoa
jwalsh@cocoafl.org
(321) 433-8701

Legislation Details (With Text)

File #:	23-236	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	4/6/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Approve a three-month extension of the Contract with the City's Investment Advisor, Public Trust Advisors. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Public Trust Advisors Agreement.pdf 1st Amendment_PTA RFQ-18-07-COC_(FULLY EXECUTED).pdf 2nd Amendment RFQ NO. 18-07-COC.pdf PARTIALLY EXECUTED PTA 3rd Amendment_RFQ-18-07-COC.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 6, 2023
Agenda Date: April 11, 2023
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
To Approve a three-month extension of the Contract with the City's Investment Advisor, Public Trust Advisors.

BACKGROUND:

On March 13, 2018 Cocoa City Council approved the final ranking sheet for RFQ-18-07-COC, Consulting Services for Investment Management and authorized the City Manager and City Attorney to negotiate and execute the contract with the top ranked firm, Public Trust Advisors. At the May 7, 2018 City Council meeting, the terms of the contract were brought back to City Council. The contract term began May 1, 2018, and was effective for three (3) years, with two (2) twelve-month options to renew by mutual written agreement. Both of the contract extensions were utilized and the contract ends May 1, 2023. Since staff has not been able to issue a bid for and select a new investment advisor prior to the contract expiration date, staff is requesting Council approval to extend the existing contract for three months. There is a fee charged for these services and the fee has been included in the FY 2023 adopted budget.

STRATEGIC PLAN CONNECTION:

Fiscal sustainability

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On March 13, 2018, Cocoa City Council Approved the City Manager and City Attorney to negotiate and execute the Investment Advisors Agreement with Public Trust Advisors.
On May 7, 2018, City Council approved the contract terms of the agreement with Public Trust Advisors for three years, with two one-year extensions.

RECOMMENDED MOTION:

To Approve the Budgetary Impacted of a Multi-Year Contract with our Investment Advisor, Public Trust Advisors.

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the **"Agreement"**) is entered into as of the 1st day of May 2018 (the **"Effective Date"**), by and between Public Trust Advisors, LLC, (Public Trust) a Colorado limited liability company (the **"Investment Manager"**) and the City of Cocoa, FL (the **"Client"**).

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, Investment Manager and Client agree as follows:

1. Appointment as Investment Manager.

Client appoints Investment Manager, and Investment Manager accepts such appointment, to act as exclusive investment adviser with respect to the assets placed by Client under Investment Manager's supervision (collectively, the **"Account"** or **"Accounts"**).

2. Investment Manager Services.

(a) Subject to and in compliance with the Investment Policy Statement (as defined in Section 3), Investment Manager, commencing on the Effective Date, shall have full discretionary authority to invest, reinvest or otherwise manage the assets in the Account(s), including, without limiting the generality of the foregoing, the authority to direct the Designated Custodians (as defined in Section 4(a)) to deliver funds or securities for the purpose of effecting transactions. Except as set forth in (c) below, Investment Manager shall not provide, or otherwise be responsible for, the maintenance of books and records, reporting, audit, tax or other general administrative services with respect to the Account.

(b) In furtherance of this Agreement, including but not limited to Section 2(a) above, and except for the express limitations contained herein and in the Investment Policy Statement, Client hereby designates and appoints Public Trust as Client's Investment Manager.

(c) Investment Manager shall provide Client with a monthly report detailing transactions for the period and an inventory of the investments in the Account(s). Investment Manager may, in lieu of providing Client with a physical monthly report, provide such Client with secure online access to Client's Account(s) containing applicable transactions, investments, and associated reporting for the period(s).

(d) Investment Manager does not assume responsibility for the accuracy of the information provided by Client.

(e) Unless Investment Manager otherwise agrees in writing, Investment Manager will not advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving securities held in, or formerly held in, Client's account or the issuers of those securities.

(f) To the extent that any securities in the Account have voting rights, Client shall vote proxies with respect to the Account's assets, and Investment Manager shall not have authority to vote such proxies.

(g) Investment Manager may from time to time utilize the services of a third party in a sub-advisory capacity to provide certain services to Client, including, but not limited to, arbitrage rebate

compliance services. In these cases, Investment Manager will obtain written permission from Client and ensure Client receives all required disclosure information regarding the sub-adviser. Investment Manager will continually monitor the services provided by the sub-adviser.

(h) Occasionally, upon request, Investment Manager may maintain unmanaged accounts for a Client in its portfolio accounting system for reporting purposes. Investment Manager defines an unmanaged account as one where the investment direction remains the sole responsibility of the Client rather than the Investment Manager. These accounts do not receive ongoing supervision and monitoring services like those provided to accounts through Investment Manager described above. Investment Manager does not make any investment recommendations and will not charge a fee for reporting on these accounts. The primary purpose for this service is to include unmanaged accounts owned by Client in the performance reports provided by Investment Manager to certain clients. Investment Manager assumes no liability for the underlying performance of any unmanaged accounts or assets and it is the Client's sole responsibility for the accuracy or correctness of any such performance. Any unmanaged accounts or assets may or may not be discernable on the Client statement or report.

3. Investment Guidelines, Investment Policy Statement.

Investment Manager agrees to manage Client's assets within the Account or Accounts in accordance with Client's written investment guidelines and restrictions for the management of the Account (the "Investment Policy Statement"). Investment Manager shall make investment decisions in accordance, and consistent with, the Investment Policy Statement. Investments described above may be in cash or securities. The Investment Policy Statement applies only to the assets in the Account or Accounts being managed by Investment Manager. To the extent that Investment Manager is managing a portion of the account strategy (partial portfolio), Client shall provide Investment Manager with prompt written notice and documentation of such determination to allow for Investment Manager's initial and ongoing securities review compliance with Client's Investment Policy Statement. Investment Manager will use its best efforts to obtain the most favorable execution and price in connection with the purchase and sale of any inherited securities. Prior to the first trade of the Account or Accounts, Investment Manager, after due diligence review of any inherited securities, reserves the right to liquidate or decline to accept any inherited security(s) that are not consistent with Client's Investment Policy Statement or Investment Manager's review of best execution. Client may provide Investment Manager an amended Investment Policy Statement at any time, from time to time, and Investment Manager shall implement such amended Investment Policy Statement as soon as practicable. Notwithstanding the preceding, in no event will Investment Manager follow any provision of the Investment Policy Statement or any provision of this Agreement that Investment Manager determines would contravene any applicable law, rule, or regulation of any governmental authority or securities exchange to which it is subject; provided that Investment Manager shall give Client prompt written notice of such determination.

4. Custody of Assets.

(a) Investment Manager shall not have authority to hold or have custody or have possession of any cash, securities or other properties of Client or assets of the Account or cause a Designated Custodian (as defined below) to deliver Assets or pay cash to Investment Manager, other than with respect to Investment Manager directly billing the Account for the fee payable to Investment Manager under this Agreement in accordance with the Investment Advisers Act of 1940, as amended (the "Advisers Act") and Rule 206(4)-2 thereunder or other applicable law. Client shall, through written notice provided in

accordance with this Agreement, designate a custodian(s) (the "**Designated Custodians**") which will be a "qualified custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the "**Advisers Act**"). The parties agree that the Designated Custodians shall have the sole responsibility to consummate and settle all purchases, sales, deliveries, receipts and other transactions made with respect to the Account, the collection of all income (including, but not limited to, interest and dividends) and the acquisition and safekeeping of the assets, securities, funds, and other properties comprising the Account. Client agrees not to grant the Investment Manager any additional rights or access to the Account except as specifically set forth in this Agreement.

(b) Client agrees to promptly furnish, or to cause the Designated Custodians to promptly furnish, to Investment Manager, all data and information Investment Manager may reasonably request to complete the set up and render the services described in this Agreement. Client acknowledges that it receives custodial statements at least quarterly from the Designated Custodians indicating the amount of funds and each asset in the Account at the end of reporting period (which shall be no less frequently than quarterly) and sets forth all transactions of the Account during such period. Client acknowledges it has been advised to reconcile the report from Investment Manager with the statement from Designated Custodians and notify Investment Manager immediately if there are any discrepancies.

(c) Client shall instruct the Designated Custodians to (i) carry out all transactions directed, in writing or electronically, by Investment Manager, (ii) confirm, in writing or electronically, all completed transactions to Investment Manager and (iii) cooperate with Investment Manager in its performance under this Agreement.

(d) Investment Manager shall instruct all brokers and dealers executing orders on behalf of the Account (i) to forward to the Designated Custodians and Client copies of all confirmations promptly after execution of transactions, and (ii) that all transactions must be completed using delivery vs. payment (DVP).

(e) Client will provide Investment Manager with a certificate certifying the names and specimen signatures of the individuals who are authorized to act on behalf of Client and Designated Custodians and agrees to inform Investment Manager promptly in writing of any change to that list. Investment Manager will be fully protected in relying upon any notice, instruction, direction, or communication that has been executed by an individual who is so authorized to act on behalf of Client or Designated Custodians.

(f) As mutually agreed between Investment Manager and Client, fees charged for safekeeping the assets in the Account charged by the Designated Custodians (the "Safekeeping Fees") shall be paid by Investment Manager. Cost of Safekeeping Fees will not be deducted from the Account (unless otherwise agreed in writing between Investment Manager and Client) or charged to Client as an additional fee.

(g) Client will provide Investment Manager prompt written notice in advance of engaging a new Designated Custodian or Sub-custodian in connection with the Account.

5. Management Fee and Expenses.

For Investment Manager's services to Client under this Agreement, Client agrees to pay Investment Manager an annual fee in accordance with the schedule of fees below (the **"Management Fee"**), payable in monthly installments in arrears. The Management Fee is based on the average daily market value plus accrued interest of the assets under management in the Account (including cash and cash equivalents) and based on the number of days in the month and year for the specified billing cycle.

Fee Schedule

First $50,000,000 – 6 basis points or 0.06%*

Over $50,000,000 - – 5 basis points or 0.05%*

*Total annual fee billed for Year 1 from the Effective Date shall not exceed $25,000.00

Investment Manager shall send Client a copy of the Management Fee invoice for the specified billing period, who shall remit payment within 30 days of receipt of such invoice.

6. Performance Records.

Investment Manager shall have the right to acknowledge Client as its client and use the performance history and supporting documentation of (i) the Account from the Effective Date until the Termination Date and (ii) Client's investment assets. During the term of this Agreement and for such period thereafter that Investment Manager continues to show any such performance, Client shall make available, and/or make reasonable efforts to cause the Designated Custodians to make available, to Investment Manager, at Investment Manager's sole expense, all information reasonably necessary to allow for the recalculation of portfolio and composite-level returns, for the purposes of establishing and maintaining an audited performance record and conforming to the Global Investment Performance Standards (GIPS®); provided such information shall not be unreasonably burdensome to Client (other than pursuant to the satisfaction of applicable law or regulation). Investment Manager shall defend and indemnify and hold Client harmless for any claims that arise or relate in any way, from Investment Manager's use of such information.

7. Term and Termination.

The term of this Agreement shall be three (3) years from the Effective Date with two (2) twelve (12) month options to renew by mutual written agreement. However, this Agreement may be terminated at Client's sole discretion at any time provided Client has provided Investment Manager at least 30 days' prior written notice or at Investment Manager's discretion at any time provided Investment Manager has provided Client at least 30 days' prior written notice; provided that Sections 5, 14, and 18 shall survive termination of this Agreement.

8. Contributions and Withdrawals.

Client shall determine what assets will be transferred to or from the Account from time to time and shall promptly notify Investment Manager, in writing, of its determinations in this regard, prior to doing so. Client shall provide Investment Manager with reasonable written notice of all withdrawals and contributions.

9. Consent to Electronic Delivery of Documents; Other Disclosures.

a) Client consents to the delivery of documents related to the investment management services described within this Agreement in an electronic manner, as described below.

b) Client agrees and acknowledges that delivery of documents may be via electronic means, including, but not limited to, a PDF file to the email addresses provided to Investment Manager by Client, or via secure online access to such documents. Investment Manager may use electronic delivery to effectively deliver to Client any or all documents related to the relationship between Client and Investment Manager. Client acknowledges that it has access to this media and the ability to print and/or download the information provided thereby.

c) Client will provide appropriate e-mail addresses for sending electronic information consistent with these terms of electronic delivery by submitting a Client Information Profile. Client will notify Investment Manager in writing if delivery should be made to any additional e-mail addresses or if delivery to any of the initially provided e-mail addresses should be discontinued. It is Client's responsibility to provide Investment Manager with updates regarding changes to any authorized email addresses. Should it come to the attention of Investment Manager that the e-mail addresses provided are not functioning, all documents will be sent in paper form. The consent to electronic delivery is valid until such consent is revoked, in writing, to Investment Manager by Client. Occasional requests for paper documents does not trigger revocation of this consent.

d) Documents subject to this Consent to Electronic Delivery include the Form ADV, Part 1, Part 2A firm brochure and Part 2B brochure supplement, account reports and reviews and other information about account activity, invoices, and any disclosure or notification that is required under applicable regulations, other regulatory communications, and Privacy Policy information.

10. Brokerage and Account Transactions.

Client hereby agrees that Investment Manager shall have full authority and discretion to select brokers, dealers or counterparties through whom any transaction in respect of the Account shall be executed. Investment Manager will seek "best execution," as described more fully in Form ADV Part 2A, for any such transactions. In addition, Client acknowledges that Investment Manager may aggregate trades for Client in accordance with its policies described in Form ADV Part 2A.

11. Client's Representations and Warranties.

Client represents, warrants, and agrees that:

(a) Client's execution, delivery, and performance of this Agreement does not violate or conflict with any agreement or obligation to which Client is a party or by which Client or its property is bound, whether arising by contract, operation of law, or otherwise;

(b) this Agreement has been duly authorized by all appropriate action of Client and when executed and delivered will be a legal, valid, and binding agreement of Client;

(c) this Agreement constitutes an arms-length agreement between Client and Investment Manager, and Client understands the method of compensation provided for herein and its risks;

(d) it has received prior to, or contemporaneously with, entering into this Agreement: (i) Investment Managers' current SEC Form ADV Part 2A and Part 2B; and (ii) to the extent required by Regulation S-P (or similar federal or state law or regulations), a copy of Investment Manager's Privacy Policy (collectively, with the items listed in (i), the **"Disclosure Documents"**). Client further acknowledges that it has, together with representatives of Investment Manager, carefully reviewed this Agreement and any applicable Disclosure Documents or other documents provided in connection herewith, has had the opportunity to discuss such materials with representatives of Investment Manager prior to execution of this Agreement and it understands the matters set forth in these documents. In the event of a material change, the Investment Manager shall provide Client with revised forms no later than 60 days following the change; and

(e) it will provide Investment Manager with all information and documentation necessary which Investment Manager reasonably may deem necessary or appropriate to establish and maintain the Account.

12. Investment Manager's Representations and Warranties.

Investment Manager represents, warrants, and agrees that:

(a) it is duly incorporated, validly existing, and in good standing (to the extent any representation as to good standing can be made under applicable law) under the laws of its jurisdiction of organization;

(b) Investment Manager's execution, delivery, and performance of this Agreement does not violate or conflict with any agreement or obligation to which Investment Manager is a party or by which Investment Manager or its property is bound, whether arising by contract, operation of law, or otherwise;

(c) this Agreement has been duly authorized by all appropriate action of Investment Manager and when executed and delivered will be a legal, valid, and binding agreement of Investment Manager, enforceable against Investment Manager in accordance with its terms, and Investment Manager will deliver to Client such evidence of such authority as Client may reasonably require, whether by way of a certified resolution or otherwise;

(d) as of the date of this Agreement Investment Manager is a registered investment adviser under the Investment Advisers Act of 1940, as it may be amended from time to time, (**"Advisers Act"**), and at all times that this Agreement is in effect, Investment Manager shall be either registered or exempt from such registration;

(e) neither Investment Manager nor its affiliates are subject to any order, judgment or decree described in Section 203(e) or (f) of the Advisers Act or has received notice that it is currently under investigation by any regulatory body that could give rise to such an order, judgment or decree; and

(f) the foregoing representations and warranties shall be continuing during the term of this Agreement, and if at any time during such term any event occurs which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, Investment Manager promptly will notify Client of such event and of any resulting untruths or inaccuracies.

13. Exclusivity.

(a) Investment Manager and its affiliates perform, among other things, investment advisory services for accounts other than the Account. Client recognizes that Investment Manager and its affiliates may provide investment management services to other clients, regardless of whether the investment policies of such clients are similar to, or differ from those that Investment Manager hereby undertakes to perform with respect to the Account.

(b) Investment Manager and its affiliates may give advice and take action in the performance of their duties to clients that may differ from advice given, or the timing and nature of action taken, with respect to the Account. Nothing in this Agreement shall be deemed to impose upon Investment Manager any obligation to purchase or sell or recommend for purchase or sale for the Account any security or other property that Investment Manager, or its members, officers or employees, may purchase or sell, or recommend for purchase or sale, for their own account or the account of any other client, so long as it is Investment Manager's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to its other clients.

14. Standard of Care.

It is agreed that the standard of care applicable to Investment Manager under this Agreement is that owed pursuant to applicable federal and state law, including the Advisers Act. Nothing herein shall in any way constitute a waiver or limitation of any right of Client or any person under the federal and state securities laws. Client acknowledges that Investment Manager makes no representation or warranty, express or implied that any level of performance or investment results will be achieved by the Account or that the Account will perform comparably with any standard or index, including other clients of Investment Manager. Investment Manager shall have no responsibility or liability in the selection of investments other than for the Account, or otherwise regarding the investment policies or strategy, or diversification of investments of assets of Client.

15. Anti-Money Laundering.

(a) Client understands and agrees that Investment Manager prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), available at http://www.treas.gov/ofac, as such list may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless Investment Manager, after being specifically notified by Client in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank (as defined in USA PATRIOT Act) (such persons or entities in (i) – (iv) are collectively referred to as "**Prohibited Persons**").

(b) Client represents, warrants, and covenants that it is not, nor is any person or entity controlling, controlled by or under common control with it, a Prohibited Person.

16. Agency Transactions.

Client acknowledges that it is aware and understands that Investment Manager or its affiliates may affect agency transactions between their respective advisory clients, which may include the Account, provided, with respect to any such agency transaction, neither Investment Manager nor any of its affiliates acts as a broker within the meaning of Section 206(3) of the Advisers Act and further_provided that Investment Manager provides advance written disclosure of such transaction to Client.

17. Confidential Relationship

The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for Investment Manager to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.

18. General Provisions.

(a) *Notice*. Unless otherwise specified herein, all notices, instructions, and any advice in connection with transactions or other matters contemplated by this Agreement shall be deemed to be duly given when received by hand, by email (if confirmed by reply email or by telephone), or by facsimile as follows:

If to Investment Manager:

Public Trust Advisors, LLC
Attention: Steve Dixon
717 17th St. Suite 1850
Denver, CO 80202
steve.dixon@publictrustadvisors.com

If to Client:

City of Cocoa
Attention: Finance Director
65 Stone St.
Cocoa, FL 32922

Either party hereto may, from time to time by notice in writing served upon the other as set forth above, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

(b) *Governing Law; Jurisdiction*. This Agreement will be governed by and interpreted in accordance with the laws of the state of Florida, without regard to the conflicts of laws principles thereof. Investment Manager and Client agree that any dispute, controversy or action, whether equitable or legal, shall be brought in either a state or federal court located in the Middle District of Florida, Orlando, Florida, and the parties to this Agreement unconditionally and irrevocably waive any and all jurisdictional venue and convenience objections and defenses that they may have in any such action in either jurisdiction. To

the extent permitted by law, Investment Manager, Client or any of their affiliates (for itself and on behalf of the Account) hereby irrevocably waive any and all right to a trial by jury in any legal proceeding, action or counterclaim arising out of or related to this Agreement or the transactions contemplated hereby.

(c) *Severability*. Each section of this Agreement and any and every provision therein shall be severable from every other section of the Agreement and any and every provision thereof, and the invalidity or unenforceability of any section or provision by any court shall not affect the validity of any other section or provision of this Agreement and such remaining provisions shall remain and continue to be in full force and effect.

(d) *Entire Agreement*. This Agreement and all attached exhibits and documents which are incorporated herein embody the entire Agreement of the parties hereto with respect to the subject matter hereof. All prior agreements, understandings, and negotiations (including, without limitation, any memoranda of understanding or letters of intent) are merged herein and superseded hereby. In the event of any conflict between the provisions of this Agreement and any exhibit or attachment hereto or any document incorporated herein, the provisions of this Agreement shall control.

(e) *Amendment*. This Agreement, including any exhibits hereto, may not be amended unless such Amendment is in writing and signed by the parties sought to be bound. Except as provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

(f) *Force Majeure*. Notwithstanding anything in this Agreement to the contrary, neither party shall be responsible or liable for its failure to perform under this Agreement or for any losses to the Account resulting from any event beyond the reasonable control of such party or its agents, including but not limited to nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition, or enforcement by any such governmental authority of currency restrictions, exchange controls, levies, or other charges materially impairing the Account's property; or the breakdown, failure or malfunction of any utilities or telecommunications systems, or any order or regulation of any banking or securities industry, including changes in market rules and market conditions materially impairing the execution or settlement of transactions; or acts of war, terrorism, insurrection, or revolution; or acts of God.

(g) *Waivers*. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power, or privilege hereunder, nor any single or partial exercise of any right, power, or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(h) *Titles or Headings*. Titles or headings are not part of this Agreement, are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

(i) *Independent Contractor*. Investment Manager represents and warrants that it is and shall be an independent contractor and shall, at its sole cost and expense, and without any additional compensation (except as provided herein), comply with all applicable laws, rules and regulations,

including the payments of all income taxes, social security contributions and other applicable local, state and federal taxes and insurance for Investment Manager and all its employees.

(j) *Insurance.* Investment Manager represents that there currently exists in full force and effect an insurance policy required for errors and omissions, employee dishonesty, fiduciary liability insurance, or other fiduciary coverages. Investment Manager warrants and agrees that such insurance policy shall be maintained at all times while this Agreement is in effect. Investment Manager warrants and agrees that it shall provide Client with notice of any adverse change to, or termination of, any of the foregoing policy.

(k) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one and the same instrument binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. To facilitate execution of this Agreement, the parties may execute and exchange the signature page by facsimile, PDF counterparts or electronically completed and executed by the parties via the use of services such as DocuSign. The Client represents, warrants, and agrees that any electronic signatures and information appearing herein were made and provided by the Client and that such electronic signatures and information will have the same legal validity, enforceability, and admissibility as though they were manually made by the Client.

(l) *Additional Documents.* Investment Manager and Client agree to execute such additional documents, and to perform such further acts, as may be reasonable and necessary to carry out the provisions of this Agreement.

(m) *Cumulative Remedies.* The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies which any party may otherwise have at law or in equity.

(n) *Assignment.* No assignment (as that term is defined in the Advisers Act) of this Agreement may be made by either party without consent of the non-assigning party. For purposes of determining Client consent in the event of an assignment, Investment Manager will send Client written notice of the Assignment. If Client does not object in writing within sixty (60) days of sending of such notice, Client will be deemed to have consented to the assignment. This Agreement and all subsequent amendments shall inure to the benefit of the successor and assigns of the parties hereto. Investment Manager may delegate all or part of its duties under this Agreement to any affiliate.

(o) *No Waiver.* Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under federal or state securities laws.

[The remainder of this page is intentionally blank.]

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

City of Cocoa, a Florida municipal corporation

By: _____

Name: John A. Titkanich, Jr. AICP, ICMA-CM

Title: City Manager

Date: 4/27/2018

As to legal form for city:

By: _____

Name: Anthony Garganese, Esq.

Title: City Attorney

Date: 4/27/2018

Public Trust Advisors, LLC, a Colorado limited liability company

By: _____

Name: Thomas Tight

Title: Managing Director

Date: 4/26/18

By: _____

Name: John F. Grady

Title: Managing Director

Date: 4/26/18

ORIGINAL

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

April 30, 2021

Public Trust Advisors, LLC
717 17th Street, Suite 1850
Denver, CO 80202

Attn: Thomas Tight - Managing Director or John Grady - Managing Director

Reference: 1st Amendment – Investment Advisory Agreement; 1st Renewal (RFQ 18-17-COC)

The contract for professional Investment Management Services as defined within the original contract made effective on May 1, 2018 by and between the City of Cocoa and Public Trust Advisors, LLC., is hereby eligible for its' first of two twelve (12) month renewals. If agreed upon by mutual parties, this agreement shall be extended through May 1, 2022 and be eligible for a final twelve (12) month renewal upon agreement between mutual parties. Please complete the attached 1st Amendment to Purchase Agreement form if, your organization agrees to renew with the City of Cocoa.

Please scan and email a signed copy of this 1st Amendment to Purchase Agreement form to the address listed herein no later than **May 5, 2021**. Should you have any questions, or require additional information, or your company chooses not to renew please contact Heath Hancher, hhancher@cocoafl.org.

We look forward to continuing service with your organization.

Sincerely,

Heath Hancher PmP, CPPM
Purchasing & Contracts Division Manager

CC: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Encls

ORIGINAL

CITY OF COCOA
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
RFQ No. 18-07-COC

This FIRST Amendment to the purchase agreement for **Investment Management Services** is made and entered into as of May 1, 2018 by and between the **City of Cocoa** and **Public Trust Advisors, LLC., 717 17th Street, Suite 1850, Denver, CO 80202**

The agreement entered into on May 1, 2018, is hereby amended, thus exercising its' first of two twelve (12) month renewals. Services shall continue under the original terms, conditions and fee schedule specified within Section 5. Management Fee and Expenses of the original agreement depicted below for reference.

Fee Schedule

First $50,000,000 – 6 basis points or 0.06%*
Over $50,000,000 – 5 basis points or 0.05%*

*Total annual fee billed for Year 1 from the effective date shall not exceed $25,000.00

Investment Manager shall send Client a copy of the Management Fee invoice for the specified billing period, who shall remit payment within 30-days of receipt of such invoice.

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

Public Trust Advisors, LLC	**CITY OF COCOA**
By: Stephen J Dixon	**By:** Stockton Whitten
(Name) Printed	(Name) Printed
Director, Business Operations	City Manager
(Title)	(Title)
Signature	Signature
May 3, 2021	5/4/2021
Date	Date

CC: Carie Shealy, MMC, MAA, City Clerk
Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Heath Hancher, PmP, CPPM, Purchasing & Contracts Division Manager

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

CITY OF COCOA
AMENDMENT TO INVESTMENT ADVISORY AGREEMENT
2nd AMENDMENT
PUBLIC TRUST ADVISORS, LLC.
RFQ NO. 18-07-COC, INVESTMENT MANAGEMENT SERVICES

This SECOND & FINAL Amendment to the Investment Advisory Agreement for Public Trust Advisors, LLC. is made between the City of Cocoa and Public Trust Advisors, LLC., 717 17th Street, Suite 1850, Denver, CO 80202.

The agreement entered into on May 1, 2018, is hereby amended to renew for the second and final renewal option available for twelve (12) additional months, commencing on May, 1, 2022 and terminating on April 30, 2023.

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

PUBLIC TRUST ADVISORS, LLC.

By: Stephen J Dixon
(Name) Printed

Director, CRO
(Title)

Signature 3/20/2022 Date

CITY OF COCOA

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

Signature 3/22/2022 Date

ATTESTED BY:

Signature/Title City Clerk

CC: Carie Shealy, City Clerk
Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Diane Kozlak, Senior Buyer & Contract Agent

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Email: csavage@cocoafl.org

CITY OF COCOA
AMENDMENT TO INVESTMENT ADVISORY AGREEMENT
3rd AMENDMENT
PUBLIC TRUST ADVISORS, LLC.
RFQ NO. 18-07-COC, INVESTMENT MANAGEMENT SERVICES

This THIRD Amendment to the Investment Advisory Agreement for Public Trust Advisors, LLC. is made between the City of Cocoa and Public Trust Advisors, LLC., 717 17th Street, Suite 1850, Denver, CO 80202.

The agreement entered into on May 1, 2018, is hereby amended to extend for three (3) additional months, commencing on April 30, 2023 and terminating on July 29, 2023.

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

PUBLIC TRUST ADVISORS, LLC.	**CITY OF COCOA**
By: Stephen J Dixon	**By:** Stockton Whitten
(Name) Printed	(Name) Printed
Director	City Manager
(Title)	(Title)
Signature 3/23/2023	Signature
Date	Date

ATTESTED BY:

_____
Signature/Title

CC: Carie Shealy, City Clerk
Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Christine Savage, Junior Buyer & Contract Specialist

Legislation Details (With Text)

File #:	23-211	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	3/22/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Approve Participation in a Multi-Year Cooperative Purchase Agreement with W.W. Grainger, Inc., Lake Forest, IL, for Facility MRO, Industrial, and Building-Related Supplies and Equipment for the Dyal Water Treatment Plant Utilizing the Sourcewell RFP #091422, Effective November 7, 2022 through November 8, 2026 and a Renewal, Upon Request, Option for an Additional two (2) one (1) year periods; To Authorize the City Manager to Approve Purchase Orders up to the Adopted Budget Amounts and Extensions for the Contract. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	091422-WWG Authorization Memo.pdf Sourcewell Facility MRO Contract - 091422-WWG - Price Information.pdf Grainger Contract 091422.pdf Proof of Publication-Facility MRO 091422.pdf Prop. Opening Record-Facility MRO 091422.pdf RFP and Addendums-Facility MRO 091422.pdf Comment and Review-Facility MRO 091422.pdf Board Resolutions.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 10, 2023
Agenda Date: April 11, 2023
Prepared By: Sean McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Multi-Year Cooperative Purchase Agreement with W.W. Grainger, Inc., Lake Forest, IL, for Facility MRO, Industrial, and Building-Related Supplies and Equipment for the Dyal Water Treatment Plant Utilizing the Sourcewell RFP #091422, Effective November 7, 2022 through November 8, 2026 and a Renewal, Upon Request, Option for an Additional two (2) one (1) year periods; To Authorize the City Manager to Approve Purchase Orders up to the Adopted Budget Amounts and Extensions for the Contract.

BACKGROUND:

The City of Cocoa owns and operates the Dyal Water Treatment Plant (WTP) located at 28400 SR-520 in Christmas, Florida. Staff also maintains multiple storage facilities located throughout the

potable water system. These storage facilities work together to supply finished water for consumption and firefighting services, and to maintain sufficient operating pressures in the water distribution system. To properly maintain this infrastructure, it is necessary to purchase maintenance, repair, and operations (MRO) supplies and equipment.

Effective November 7, 2022, W.W. Grainger, Inc. (Grainger) and Sourcewell entered into a multi-year contract for Grainger to provide MRO supplies and equipment. The Dyal WTP would realize a cost savings by utilizing this multiyear contract, and the table below outlines the anticipated/estimated annual expenditures for W.W. Grainger MRO items under the contract:

Dollar Amount	Description	Year
$37,500.00	Miscellaneous parts, tools, and equipment	FY23
$75,000.00	Miscellaneous parts, tools, and equipment	FY24
$75,000.00	Miscellaneous parts, tools, and equipment	FY25
$75,000.00	Miscellaneous parts, tools, and equipment	FY26
$75,000.00	Miscellaneous parts, tools, and equipment	FY27 (if renewed)
$75,000.00	Miscellaneous parts, tools, and equipment	FY28 (if renewed)

There is sufficient budget in FY 2023 for the estimated cost of $37,500. The amounts above will be included in the adopted budget approved by City Council each year. Staff is requesting Council approve the participation in the cooperative purchase agreement with WW. Grainger Inc, utilizing the Sourcewell RFP #091422 from November 7, 2022 through November 8, 2026 along with two one-year options and to authorize the City Manager to execute the service agreement and extensions for the contract and approve related purchase orders up to the adopted budget amount. If the purchases exceed the above amounts as included in the adopted budget each year, staff will present a budget amendment for City Council approval to increase the allotted amounts.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$37,500.00 for FY 2023 $337,500.00 Duration of Contract Additional $150,000.00 if renewed FY27 & FY28
Account Number	421-4020-536.46-00
Account Name	Repairs and Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Participation in a Multi-Year Cooperative Purchase Agreement with W.W. Grainger, Inc., Lake Forest, IL, for Facility MRO, Industrial, and Building-Related Supplies and Equipment for the Dyal Water Treatment Plant Utilizing the Sourcewell RFP #091422, Effective November 7, 2022 through November 8, 2026 and a Renewal, Upon Request, Option for an Additional two (2) one (1) year periods; To Authorize the City Manager to Approve Purchase Orders up to the Adopted Budget Amounts and Extensions for the Contract.

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

March 15, 2023

To: All Departments

Subject: Approved use of Sourcewell contract 091422-WWG

The Purchasing Division has reviewed Sourcewell contract 091422-WWG with Grainger, and has confirmed that the terms are acceptable for departmental use through its expiration of November 8, 2026, unless extended for up to two additional one year terms.

Sourcewell contract 091422-WWG gives access to the following types of goods and services:

• Facility MRO solutions	• Inventory management services
• PPE & safety supplies	• EDI/ePro capabilities
• Hard-to-find products	• 24/7 online ordering
• Sourcing capabilities	• Same-day ship in-stock items
• Value add & fee-based services	• DA small business program
• Custom kitting capabilities	• No minimum order quantities

The following terms contained in the contract support the terms and conditions required by the City of Cocoa:

5.A PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada.

6.B ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier.

6.C SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

Through the issuance of a Purchase Order, the City of Cocoa terms and conditions will be recognized and enforced as if included in the original agreement. The Vendor Quote and Purchase Order must clearly reference that pricing is being provided in according with this contract. Vendor quote must specify product pricing discount applied which must be greater than or equal to pricing discount listed in the contract. Vendor must accept the Terms and Conditions issued along with the Purchase Order. Departments are

required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager approval authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

To ensure you receive correct contract and program discounts, departments are encouraged to request quotations for product pricing directly from the vendor website listed as https://www.grainger.com/content/sourcewell. Alternatively, Departments may request pricing from Ryan Stone, Government Account Relationship Manager, W.W. Grainger, Inc. by email at Ryan.stone@grainger.com or by telephone at (847) 753-5659.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.gov.

Brian Dale
Purchasing Manger
City of Cocoa

Pricing Offer – Grainger Facility MRO 091422-WWG

Grainger North America's offer **encompasses the entire US and Canada portfolios of maintenance, repair, and operating (MRO) supplies and services** with a pricing model that is a comprehensive, robust, and competitive Sourcewell offer. The contract provides Members numerous cost savings opportunities:

- Category Discounts
- Facility MRO Supplies & Equipment Hot List
- Member Market Basket
- General Catalog Discounts
- Large Order and Volume Discounts
- Customer Specific Pricing (CSP)
- Access to all Grainger-Sourcewell Contract Awards and the Pricing Benefits of each

CATEGORY DISCOUNTS: Our North American offer encompasses significant discounting across multiple MRO categories. These category discounts are applied to Grainger North America's Contract Reference Price (CRP). CRP is market-based, stable and only subject to change three times per year. When evaluating pricing, it is important to compare "final" product prices, as a larger discount percentage offered by a competitor who has not adopted market- based pricing may not yield a lower final product price.

Differences between the U.S. and Canadian supplier base vary across all product categories so not all Grainger US products, catalog or sourced, are available in Canada.

Grainger continues its efforts to enhance its online search and purchasing experience by incorporating new technology and functionality to its online offering. Accordingly, and at Grainger's sole discretion, product categorization may be modified from time to time to promote clarity and product alignment. Additionally, there are products that, because of their volatile nature in context of supply, including pricing, demand, and availability, are not eligible for any, including general, category discount.

Category	Discount	Category	Discount
Abrasives	7%	Motors	19%
Adhesives, Sealants, &Tape	10%	Outdoor Equipment	12%
Air Filters	40%	Paint, Equipment, & Supplies	10%
Cleaning	22%	Plumbing	20%
Electrical Supplies	23%	Pneumatics	11%
Electronics, Appliances, Batteries	19%	Pumps	7%
Fasteners	32%	Power Tools	11%
Hand Tools	14%	Power Transmission	19%
HVAC Supplies	17%	Safety	19%
Lab Supplies	15%	Security	15%
Lighting	22%	Test Instruments	7%
Lubrication	10%	Welding, Machining, Cutting	10%
Mat. Handling, Storage, Packaging	15%	All other Categories	5%

For Sourcewell Members, CRP is found on Grainger.com and Grainger.ca when Members log into their account. The CRP at the time of purchase will be the price to which any contract discounts will be applied. The offered category discounts are fixed through the life of the contract across **the specified** MRO categories.

FACILITY MRO SUPPLIES & EQUIPMENT HOT LIST: Grainger North America, through decades of serving government customers, has captured purchasing data reflecting current and relevant product needs to compile its Hot List offer. Grainger North America analyzed usage and procurement data of **Facility MRO Supplies & Equipment-**related products from its largest states, provinces, local government, education, and non-profit customers across North America and combined it with all Sourcewell Members' prior 48 month purchasing analytics. Data points such as the number of times an item was purchased, when and how often, how many individual agencies purchased the item, including those items added into an inventory management solution, were scrutinized to prepare the Hot List. The

Hot List encompasses roughly 850 items specific to Sourcewell state, province, local, educational, and non-profit agency customers.

Grainger North America makes the Facility MRO Supplies & Equipment Hot List available to all US and Canada Sourcewell Members who complete the **Grainger** affiliation process to access the Sourcewell Facility MRO Supplies & Equipment #091422 contract. To keep the **Facility MRO Supplies & Equipment** Hot List meaningful throughout the life of this contract, Grainger North America will evaluate the product selection and update it each year to ensure relevant product mix. The net contract pricing is automatically available to you when you are logged into Grainger.com.

MEMBER MARKET BASKET: In addition to the Grainger **Facility MRO Supplies & Equipment** Hot List, we offer the ability for each affiliated Member to create a custom Market Basket for a mutually-agreed upon number of items.

GENERAL CATALOG DISCOUNT: All items in Grainger's General Catalog are included within this Sourcewell offering. Grainger recognizes the operational importance to provide Members access to products beyond those covered by Defined Category Discounts, Hot List, Member Market Basket and products aligned to a specific category. Grainger North America provides a 5% discount off of CRP on these products except for items identified as volatile which are not eligible for a discount.

LARGE ORDER AND VOLUME DISCOUNTS: Grainger has years of experience working with Sourcewell Members on individual projects and discounted pricing. Grainger North America will continue to work with Sourcewell Members to leverage additional discounts for large, single orders, based on size and scope.

CUSTOMER SPECIFIC PRICING (CSP): Grainger North America recognizes the importance of providing Members with relevant pricing for specific products in special circumstances. Deeper discounted pricing can be sought in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities.

Grainger North America reserves the right to adjust pricing to reflect market conditions, as provided in Section 4 (Sourcewell's Vendor Price & Product Change Request Form, referenced in RFP **#091422**). These adjustments may include unforeseen significant increases in supplier's costs resulting from changes in laws or regulations, impositions of tariffs, currency fluctuations, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Grainger North America.

ACCESS TO ADDITIONAL GRAINGER-SOURCEWELL CONTRACT AWARD BENEFITS: Upon affiliating with the Sourcewell Facility MRO Supplies & Services Agreement, # 091422, a Sourcewell Member may also affiliate with any other Grainger-Sourcewell Agreement and access the benefits under that agreement, so long as each agreement remains valid. Upon expiration or termination of any other agreement, Grainger will extend the benefits provided in any successor agreement associated with the Member so long as that agreement remains valid.

A Member may contact Grainger at sourcewell@grainger.com or the local Grainger Account Manager, to learn how to adopt additional Grainger-Sourcewell awarded contracts and access value-added service and pricing benefits through your Grainger account.

For full details on the pricing elements of Sourcewell Facility MRO #091422, please visit: Grainger: Contract 091422-WWG | Sourcewell (sourcewell-mn.gov)

Pricing Offer – Grainger Facility MRO 091422-WWG

Grainger North America's offer **encompasses the entire US and Canada portfolios of maintenance, repair, and operating (MRO) supplies and services** with a pricing model that is a comprehensive, robust, and competitive Sourcewell offer. The contract provides Members numerous cost savings opportunities:

- Category Discounts
- Facility MRO Supplies & Equipment Hot List
- Member Market Basket
- General Catalog Discounts
- Large Order and Volume Discounts
- Customer Specific Pricing (CSP)
- Access to all Grainger-Sourcewell Contract Awards and the Pricing Benefits of each

CATEGORY DISCOUNTS: Our North American offer encompasses significant discounting across multiple MRO categories. These category discounts are applied to Grainger North America's Contract Reference Price (CRP). CRP is market-based, stable and only subject to change three times per year. When evaluating pricing, it is important to compare "final" product prices, as a larger discount percentage offered by a competitor who has not adopted market- based pricing may not yield a lower final product price.

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A Member may contact Grainger at sourcewell@grainger.com or the local Grainger Account Manager, to learn how to adopt additional Grainger-Sourcewell awarded contracts and access value-added service and pricing benefits through your Grainger account.

For full details on the pricing elements of Sourcewell Facility MRO #091422, please visit: Grainger: Contract 091422-WWG | Sourcewell (sourcewell-mn.gov)

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Solicitation Number: RFP #091422

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and W.W. Grainger, Inc., 100 Grainger Parkway, Lake Forest, IL 60045, and Acklands-Grainger, Inc., 123 Commerce Valley Drive East, Suite 700, Thornhill, ON L3T 7W8, collectively referred to in the attached Proposal as, "Grainger North America" (separately and collectively herein, Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility MRO, Industrial, and Building-Related Supplies and Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to two times, for one additional year per extension, upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's standard product warranty policy for Participating Entity purchases in the US or Canada (as revised from time-to-time) are available on the grainger.com and grainger.ca websites, respectively, and are incorporated by reference. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier will make available to Sourcewell, upon Sourcewell request, a current means to validate or authenticate Supplier's authorized resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition, which may include a separate line item for freight other than standard ground shipment as described in the attached Proposal. This means that the quoted cost, with such additional freight on non-standard ground shipments, is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. Supplier's standard product return policy for Participating Entity purchases in the US or Canada (as revised from time-to-time) are available on the grainger.com and grainger.ca websites, respectively, and are incorporated by reference.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities. Supplier's Proposal includes additional detail regarding its Hot List program for U.S. and Canadian Participating Entities.

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4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference. Supplier will not be required to produce third-party confidential or proprietary information as justification for a requested price change, however, Sourcewell will make its determination on a price change request based on the information provided.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. A Participating Entity may be required by Supplier to document the Participating Entity's affiliation to this Contract prior to accessing the benefits of this Contract. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment and payment terms are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, orders for non-catalog sourced products or services, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

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- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities less returns, credits, tax, and additional freight handling charges. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent or intentional act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Supplier's negligent or intentional act or omission causing some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party has the right to inspect the other party's use of the licensed trademarks and the advertising and promotional materials used in connection with the licensed trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract. Once approved, marketing material can be used by Supplier for engagement with potential or existing Participating Entities.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party claiming Force Majeure must provide the other party prompt written notice.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

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2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed. This subparagraph 3 does not apply to invoice payment disputes in jurisdictions in which contract law requires Supplier to mitigate its damages.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less

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broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

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Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

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20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds, and the Participating Entity has provided Supplier with advance written notice that additional federal requirements may be applicable.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

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Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are

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contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, and following consultation with the Participating Entity to assess Supplier's ability to comply, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

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P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	W.W. Grainger, Inc.
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: Allison Darling 16CF38856A0F4B7...
Jeremy Schwartz	Allison Darling
Title: Chief Procurement Officer	Title: Sr. National Government Sales Manager Grainger US
Date: 11/4/2022 | 2:10 PM CDT	Date: 11/7/2022 | 5:08 PM CST

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Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/7/2022 | 8:04 PM CST
Date: _____

Acklands-Grainger, Inc.

DocuSigned by:
Marty Luciw
By: 811ED1E83E5443A...
Marty Luciw
Title: Sr. Government Sales Manager
11/7/2022 | 5:49 PM CST
Date: _____

DocuSign Envelope ID: EAA832BF-3504-4984-93BA-1A8D8109ABD2

RFP 091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment

Vendor Details

Company Name:	W.W. Grainger
Address:	100 Grainger Parkway Lake Forest, IL 60045
Contact:	Allison Darling
Email:	allison.darling@grainger.com
Phone:	713-805-9845
HST#:	36-1150280

Submission Details

Created On:	Tuesday July 26, 2022 08:21:39
Submitted On:	Tuesday September 13, 2022 10:59:56
Submitted By:	Allison Darling
Email:	allison.darling@grainger.com
Transaction #:	bbaa1000-7f57-4a2d-bcef-ab4d80807b2b
Submitter's IP Address:	167.115.15.8

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	W.W. Grainger, Inc. (Grainger US)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Acklands-Grainger, Inc. (Grainger Canada)	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Grainger US and Grainger Canada. Please note, Grainger US and Grainger Canada hereby referred to as "Grainger North America".	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	25795	*
5	Proposer Physical Address:	US: 100 Grainger Parkway, Lake Forest, IL 60045 Canada: 123 Commerce Valley Drive East, Suite 700, Thornhill, ON L3T 7W8	*
6	Proposer website address (or addresses):	US: www.grainger.com Canada: www.grainger.ca	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Allison Darling, Sr. National Government Sales Manager, Grainger US Address: Grainger Branch 358 6050 Southwest Freeway Houston, TX 77057 Email: Allison.Darling@grainger.com Phone: 713-805-9845	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Allison Darling, Sr. National Government Sales Manager, Grainger US Address: Grainger Branch 358 - 6050 Southwest Freeway Houston, TX 77057 Email: Allison.Darling@grainger.com Phone: 713-805-9845	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Marty Luciw, Sr Government Sales Manager, Grainger Canada Address: 123 Commerce Valley Dr. East, Suite 700, Thornhill ON L3T 7W8 Email: Marty.Luciw@grainger.ca Phone: 403-991-2727	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In business for 94 years and incorporated in 1928, W.W. Grainger, Inc., headquartered in Lake Forest, IL, is the leading North American provider of maintenance, repair and operating (MRO) supplies. Our customers see us as a single solution with more than 1.5 million commercial off-the-shelf (COTS) products. In the US and Canada, we are authorized by more than 6,500 large and small businesses to distribute their products in fragmented, intensely competitive commercial and government markets. We own our inventory, distribution centers and retail branches and provide direct drop shipment from manufacturers and suppliers. In addition to any manufacturers' warranties, Grainger warrants the products it sells and manages its supply chain to ensure the product the customer purchases is of the type, quality and quantity represented and is delivered where and when the customer wants it. Grainger strategy is to distribute the broadest line of MRO products and service categories that assist small, medium, and large commercial, government and institutional customers. Central to Grainger's value is our broad offering across over 36 MRO categories, all with outstanding availability. We compete directly with broad line MRO suppliers as well as specialized distributors and manufacturers. Grainger

leads the industry in ability to provide customers one choice to procure MRO needs. Our deep expertise in products and services, including ability to locate difficult to find items, is available to every Sourcewell Member to gain long-lasting processing efficiency when they leverage Grainger's supply chain strength.

Grainger North America's Facility MRO proposal is designed for use by all levels of government in the US and Canada, education service cooperatives, K-12 and higher education schools, Tribal and Indigenous governments, qualifying non-profit agencies and Members of the Canoe procurement group of Canada. Grainger North America can fulfill the MRO needs of all agencies and entities envisioned in Sourcewell's RFQ Section B. Grainger's entire catalog offering is available to Sourcewell Members.

Pricing Offer

Grainger's North America Pricing offer, detailed in response # 57, is a most comprehensive and competitive Sourcewell offer to date. Numerous cost savings include:

- Category Discounts
- Hot List
- North America Market Basket
- General Catalog Discounts
- Large Order and Volume Discounts
- Customer Specific Pricing
- Access to all Grainger-Sourcewell Contract Awards and the Pricing Benefits of each

In response # 59, Grainger will extend its Sourcewell Enhanced Discount Incentive Program providing Members opportunity for a 3% increased discount across each of 25 MRO categories. In the alternative, the Sourcewell Plus program will provide Members opportunity to secure customized incentives through a Sourcewell approved participating addendum.

In serving government agencies and education institutions, we focus on knowing those products and services that assist daily operations and emergency environments and to ensure availability. In any circumstance, Grainger will deliver product and services to an incident scene or facility, expeditiously. Grainger will deploy team members to assist in logistic support. In any emergency, catalog product pricing does not change; it remains as stated in the contract.

Meaningful cost savings will flow from the depth and breadth of Grainger's North America MRO inventory and its distribution network centered on next day delivery. Sourcewell Members know that costs go beyond product price – searching for products, leaving facilities to shop, repetitive procurement processes, maintaining inventory of infrequently needed product and the burdens of spot purchases. Grainger North America's solution is directed to reducing these costs by streamlining acquisition with quantified savings.

Grainger North America - W.W. Grainger and Acklands-Grainger (Grainger North America)

Our offer presents Grainger's commitment to Sourcewell Members and will be fulfilled by its long-term businesses, W.W. Grainger, Inc. in the US and its wholly-owned subsidiary, Acklands-Grainger, Inc. in Canada, referred throughout as Grainger North America: *

United States:
- A US distribution network of 251 branches and 14 distribution centers servicing all the US
- An extensive product line, now more than 1.5 million products and over $1 billion of on-hand inventory.
- Most customers receive next day product delivery; most of in-stock orders are shipped within 24 hours.
- Proven experience in negotiating and implementing multi-state, complex, nationwide contracts.

Acklands-Grainger Inc.:
- Canada's largest MRO distributor.
- 34 strategically located branches and 4 distribution centers coast to coast, provide capability to service Sourcewell members in Canada with exceptional service and high levels of product availability.
- Offering more than 476,000 products across 32 product categories
- Most customers receive next day product delivery; most of in-stock orders are

shipped within 24 hours.
- Proven experience negotiating and implementing complex contracts.

Grainger's objective is always being able to serve short- and long-term customer needs. Grainger separates itself by providing a wide range of private and public customers with highly tailored solutions of products and services. The competitive environment needed to maintain these customer relationships drives the need to innovate and remain relevant to each customer.

Grainger North America's specialization is reflected across its 730-member team dedicated solely to government, education and healthcare. Grainger Team Members serving the public and education sector understand the range of needs and environments across varied departments. Account Managers pursue cost-savings initiatives to improve operational effectiveness and efficiency and to respond to emergent and ordinary needs. Each Grainger Team Member strives to exceed customer expectations.

Supporting the Government and Education Team is an enormous corporate investment dedicated to supplier relationships, supply chain infrastructure, team member expertise, technical support and ecommerce. Suppliers rely on Grainger for its market reach, financial strength, customer trust, experienced and expert sales team and technology driven supply chain. These enduring relationships with manufacturers give us unparalleled access to the right products and allows us to be a single source ensuring industry-leading availability of the broadest number of products.

Grainger's investments converge in our ecommerce and digital platforms. For more than 20 years, Grainger has provided public and private sector customers customized on-line websites to search and select products within catalogs uniquely assembled for them, place orders and access records and information associated with their purchases. This digital infrastructure is designed to support the compliance needs of government customers. Grainger's ecommerce platform will continue to be tailored for today's requirements and be robust and flexible to remain relevant as government and education institutions, industry, markets and technology continue to evolve.

Grainger North America proposal in as much in providing products quickly as in pursuing and presenting services enabling agencies to respond expeditiously to specific needs. Grainger's range of services has been expanded to assist Member personnel resource demands while comporting with state and agency laws and policies. Grainger support teams have deep expertise and experience across Sourcewell Member jurisdictions in provisioning services.

Grainger North America's offer encompasses comprehensive audit, oversight and training to adhere to all contract pricing and requirements across Sourcewell terms. Government Team training includes mandatory ethics and compliance responsibilities. Grainger information systems provide Member driven requirements supporting oversight, supervision and accountability. Reporting and compliance strictures are structed to individual Members.

Grainger is a value-based company; our work supporting Sourcewell and its Members is the highest of priorities. Grainger North America will continue to serve Sourcewell Members by understanding the mission and challenges of each agency and what this RFP entails. By doing the right things the right way, we benefit not just Grainger but our customers and communities where we live and work.

11	What are your company's expectations in the event of an award?	At Grainger, the focus is always being able to anticipate and meet our customers' needs. Grainger has gained extensive experience across Sourcewell's Members and will continue to improve products, services, and processes to deliver Sourcewell's value to more agencies throughout the US and Canada. Throughout the term of the current agreement, as Grainger has added team members, our training has evolved to address more specific agency needs, policies and protocols. Parallel enhancements have been and will continue to be made to corporate resources such as product management, ecommerce and supply chain logistics and IT innovation. As Sourcewell and its Members progress, so will our ability to serve refined needs and a broader customer base. Our path is centered on experience in anticipating and meeting agency challenges in emergencies and ordinary environments. The foundation of our work is providing value by assisting agencies in acquiring and maintaining MRO products and services, improving agency efficiency and effectiveness. The objective is to grow the Sourcewell MRO offering as to Member participation and revenue. Grainger North America's implementation processes will commit special attention to existing and new participating Members. We recognize that Sourcewell Members often enable individual departments wide autonomy as to product and service solutions. Grainger North America's national sales teams will reach out to these stakeholders. The unique value of Sourcewell and its dedication to assisting meaningfully all agencies as reflected in the new contract award will be prominent. Beyond the breadth and availability of our product and service offering, is our commitment to understand and improve how we can serve Members more effectively. Grainger North America's expectation is maintaining high standards of performance, expand service levels and to attract additional Members to acquiring their MRO requirements through Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Grainger (GWW) is a publicly held Fortune 500 company, with shares traded on the New York Stock Exchange. Grainger 2021 sales of $13.0 billion were up 12.4% from 2020. As of December 31, 2021, Grainger had approximately $1.5 billion in available liquidity. A full discussion related to the financial condition of the Company is found in Grainger's 2021 Annual Report, https://invest.grainger.com/home/default.aspxr Please see Grainger's 2021 Annual Report which contains three years of audited financial information. Additionally included Grainger's 2022 D&B Report.	*
13	What is your US market share for the solutions that you are proposing?	We estimate that Grainger's MRO US share is approximately 6%.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate that Grainger's MRO US share is approximately 6%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Grainger North America has never filed for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Grainger North America is an authorized distributor for all the 1.5 million products we sell. Grainger North America has contractual relationships with over 4500 suppliers providing product. We can provide evidence of these authorizations.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Grainger North America holds licenses to operate in all 50 states, the District of Columbia and US Territories, as W.W. Grainger, Inc., as well as in Canada's 10 provinces and 3 territories, as Acklands-Grainger, Inc.	*

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No, Grainger North America has not ever been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	W.W. Grainger, Inc. awards or recognitions over the past five years include: Industry Leadership • #1 Industrial Distribution's Big Fifty List: 2021, 2020. 2019, 2018 • Newsweek Americas' Most Responsible Companies: 2022 • LinkedIn Top Companies in Chicago: 2021 • Fortune World's Most Admired Companies: #1 in Diversified Wholesalers: 2020 (7th Consecutive Year) • Savoy Most Influential Black Corporate Directors • Selling Powers 50 Best Companies to Sell List: 2020 • FTSE4 Good Index Member Veterans • Military Times' Best for Vets: 2021 People & Purpose • Disability Equality Index 2021-2021, 90 percent rating: three years in a row • Human Rights Companies Best Places to Work for LGBTQ Equality: six years in a row • DiversityInc Top Regional Company: 2021 • Human Rights Campaign Foundation's Corporate Equality Index 2022: eight years in a row • Great Place to Work Certified: 2021-2022 • Built in Chicago's Best Places to Work: 2022 • Black Enterprise List of top Executives in Corporate Diversity: 2018-2019 • Fortune's 100 Best Companies to Work For 2022 • Best Places to Work for Disability Inclusion – American Association of People with Disabilities: 2017 • Certified USA Best Places to Work: 2021 Sustainability & Stewardship • Dow Jones Sustainability Index: 2021 • Barron's Most Sustainable Companies in the US: 2022 • EcoVadis Silver Rating: 2022 • S &P Global Yearbook:2022 • CDP B Rating: 2021 • MSCI ESG Rating AAA: 2021 • Investor Business Day Best ESG Companies Top 50 Information Technology • Digital Commerce 360 Ranking of 11th Largest E-Retailer: 2017-2020	*
20	What percentage of your sales are to the governmental sector in the past three years	US: 2019: 19.1%, 2020: 21.0%, 2021: 19.6% Canada: 2019: 6.6%, 2020: 12.4%, 2021: 11.4%	*
21	What percentage of your sales are to the education sector in the past three years	US: 2019: 5.1%, 2020: 5.0%, 2021: 5.2% Canada: 2019: .7%, 2020: 1.3%, 2021: 1.2%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	US NASPO E&I OMNIA Sourcewell 2019: $450M - $500M $150 - $200M $100M - $150M $50M - $100M 2020: $450M - $500M $150 - $200M $100M - $150M $50M - $100M 2021: $450M - $500M $150 - $200M $100M - $150M $50M - $100M CANADA HealthPro MPSC 2019 $3M-$5M $0-$500K 2020 $5M-$10M $500K-$1M 2021 $7M-12M $500K-$1M	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Grainger North America holds GSA Schedule: 51V Super Hardware Store – GS-06F-0007J/47QSHA18D000G. The annual sales volume for the last three years: 2019 - $271M+ | 2020 - $278M+ | 2021- $311+	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Confidential Trade Secret Information US: City of Austin	Sandy Wirtanen, Procurement	512-974-7711	*
Confidential Trade Secret Information US: Nassau County Department of Public Works	Fred Maroni, Superintendent of Buildings	516-572-0394	*
Confidential Trade Secret Information US: City of Toledo, Department of Public Utilities	Christine Minor, Administrator, Safety & Training	419-270-5888	*
CANADA: City of Kimberley	Rob Topping, Manager of Operations	250-427-9673	
CANADA: Municipalities Newfoundland and Labrador	Bradley Power, Director of Programs	709-753-6820	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Entity 1	Education	Ohio - OH	Managed MRO Solutions: Grainger, as an agnostic acquisition manager for the University, pursues a performance metric of 2% annual cost savings in the storeroom. The savings categories encompass cost in use, warranties, returns, and consumption reduction. Progress is regularly tracked and documented. These processes identify a gap, provide a solution and document the value. One example relates to the University's "free stock" of nuts and bolts, cable ties, other minimal value items. The incumbent vendor had a blanket PO each month for $5K. By comparing the current pricing to that of Grainger's and eliminating non-moving items, Grainger expects to achieve a cost savings of $30K in 2022.	2019: $1 - $23K 2020: $1 - $24K 2021: $1 - $14K	2019: $620K 2020: $570K 2021: $590K	*
Entity 2	Government	Connecticut - CT	Emergency Preparedness Support: Grainger partnered with a state agency to provide warehouse and delivery services for PPE stockpile. Grainger provided a robust reporting system that includes on-hand inventory, expiration dates and daily demand. These services provide ability to allocate necessary PPE as well as to enable stockpile visibility so the agency can be more deliberate as to budgets, eliminate waste from expired PPE and mitigate risk by having the right products and quantities on hand.	2019: $1 - $97K 2020: $1 - $77K 2021: $1 - $65K	2019: $8.1M 2020: $10.5M 2021: $9.0M	*

Entity 3	Government	Texas - TX	MRO Expertise and Provisioning – Citywide support across all departments including Police, Fire, EMS and other first responders, Utilities (Water and Wastewater, Energy, Transportation, Public Works), Parks, Fleet Management, and Emergency Management. Grainger is relied on for product breadth, availability and service that assist daily operations, including employee and citizen safety. Grainger support during emergency circumstances has included Mega-Shelters, MRE's, water, cleaning, and sanitary products. All fire stations and special operations units use Grainger's KeepStock platform. Grainger also assists in securing certified training across all departments. Beyond meeting public safety MRO needs, departments leverage spend via significant discount opportunities and access to critical commodities needed to support first responders.	2019: $1 - $115K 2020: $1 - $188K 2021: $1 - $780K	2019: $4.6M 2020: $4.0M 2021: $5.4M	*
Entity 4	Education	North Carolina - NC	Managed MRO – Grainger onsite resources include daily ordering, Keep Performance Indicator (KPI) tracking, sourcing, recommending products/services, staffing, trouble resolution, inventory management, documenting value, lean initiative work, responding to emergent needs and maintaining reporting and compliance strictures across all university departments and facilities. A nearby Grainger branch provides product staging and further expertise in product selection. Grainger's ecommerce platform engages the University's E-PRO system.	2019: $1 - $19K 2020: $1 - $123K 2021: $1 - $44K	2019: $1.3M 2020: $1.8M 2021: $1.7M	*
CANADA	Government	ON - Ontario	MRO Expertise - Grainger provides MRO expertise ranging from high touch to low touch, customized to the need of each municipal department. Some departments use Grainger's self-service offering via our eCommerce platform and Customer Managed Inventory tools, while others rely on Grainger for our KeepStock Inventory Management capabilities. Our local Onsite Services Representative provides embedded support to specific departments to assist customers with day-to-day product identification, ordering, and replenishment. Our programs are specifically designed to ensure that on-hand inventory is properly deployed, to manage process costs to a minimum, and to free the customers' teams up to focus on more pressing matters.	2019 $1 - $15K 2020 $1 - $19.5K 2021 $1 - $19K	2019: $200K 2020: $300K 2021: $350K	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Grainger has gained extensive experience on how to best serve Sourcewell agencies throughout the US and Canada. Beyond the breadth and availability of our product and service offering is our commitment to understand and improve how we can serve Members more effectively. Throughout the current contract's term, Grainger has added team members and expanded their training. All team members are employees of Grainger North America. With a team of over 600 sellers, North America Grainger's US Sales organization, dedicated solely to government, education and healthcare, is divided into 3 regions to provide full coverage to all States, the District of Columbia, Territories, county and local governments. Customer Coverage is provided in all time zones including 24/7 online, chat, email and phone support. Each region is led by a Regional Vice President and Director who implements the Sourcewell strategy and supervises marketing outreach and service to Members. Sellers are aligned and accountable to specific geographic areas and segments. District Managers, Account Managers and Sales Managers and Representatives reach deep into jurisdictions, departments and agency components to understand the requirements and challenges of each and to pursue solutions. In remote geographies, Sourcewell Members are supported by the government-specialist Inside Sales Team and the Customer Service Team to bring and deliver Sourcewell-Grainger value. Grainger's Canada Team of over 100 sellers reflect similar accountability and coverage across all regions of Canada. This includes Account Managers, Government Sales Managers, District Sales Managers as well as Executive Sales Leaders. For rural areas, Grainger Canada's Inside Sales Team calls upon these customers to advise of the Sourcewell value, provide advice as to product selection, assist in logistic challenges, as does the Customer Service Team. Government team members are trained as to details of the Sourcewell Facility MRO contract, its comprehensive contracts portfolio, marketing strategy and its insight to specific customer opportunities. Through training and manufacturer presentations and literature, team members keep pace with challenges encountered by those Members and pursue innovative product solutions. All Grainger government team members also receive training annually in ethics and government sector compliance responsibilities. Grainger North America's Sales Team recognizes the importance and urgency to deliver products, services, and solutions to via Soucewell's suite of competitively solicited and awarded cooperative contract awards. Each team member recognizes that knowing these contract vehicles in detail helps our customers save time and money and ensures compliance. The Team is assisted by specialists in critical areas such as safety, health and industrial tools and equipment. The specialist teams collaborate with Government Account Managers to provide customer on-site assessments and evaluations and assist throughout emergencies. Such work is integral to Grainger's Facility MRO offer: Grainger Sales and Supporting Teams' Value City (TX) Emergency Water – Winter 2022: A city-wide precautionary boil water notice was issued when a water treatment plant was removed from service. As crews worked to resolve the circumstance, the City, a Sourcewell Member, sought drinking water for its residents. Contacted late on a Sunday night regarding the emergency, Grainger coordinated 17 tractor trailers delivering full truckloads of bottled water for distribution to residents by Tuesday. City (TX) Wardrobe & Firearms Lockers- Spring 2022: Sourcewell Member Police Department required turnkey solutions for wardrobe and gun lockers for 200 police officers at two locations. Grainger identified a qualified supplier, conferred with Department leadership, and is facilitating implementation, including CAD drawings, product acquisition and installation. City (OH) Night Work Hazards – Spring 2022: The city's parks agency, a Sourcewell Member, needed a lighting solution for night calls requiring tree climbing and cutting due to fallen power lines. Grainger identified a supplier partner with deep expertise in task lighting, who evaluated the need onsite and provided a demo

unit of a portable, high lumen scene light. Grainger provided the agency job site lights to outfit its crews within days.

County Public Schools (AL) – Summer, 2022: When a windstorm damaged this Sourcewell Member's 10x20 tents for an upcoming event, Grainger quickly delivered large replacement tents to the convention center location the next day in time for the School System's planned event.

County Public Schools (AL)– July, 2022: To address extreme heat at the school system's bus garage, Grainger helped the Fleet Team secure evaporate cooling and ceiling fans expeditiously.

Canada Province- 2020-2021: At the outset of the Covid-19 pandemic, Grainger Canada partnered with a key PPE supplier and leadership from a Canadian provincial government to prepare for the escalating PPE requirements for frontline workers and to support the province's extensive needs throughout the pandemic. Grainger and its partner identified and secured reputable sources in North America and globally. It also facilitated technology transfers to the government to use specific practices from the manufacturer's product engineering team to enable incremental PPE production domestically to meet supply chain shortfalls. Grainger Canada received a formal letter of appreciation from the Assistant Deputy Minister for its work through the most difficult period of the pandemic. *

County Purchasing and Transportation and Natural Resources TX) – Spring, 2021: With a freeze damaging several cement plants, and the resulting unavailability to acquire large quantities of cement mix, the County accessed Grainger-Sourcewell's broad product offer to secure 800 tons of cement mix while satisfying the County's procurement procedures.

County Public Schools (AL) – Spring, 2021: This Sourcewell Member's graduation ceremony required red painter's tape to delineate every other row in the graduation venue to maintain social distancing during the pandemic. Grainger accessed hundreds of units of the required tape within its distribution center network to fulfill this requirement within 2 days

County (VA) Waste Disposal - Summer, 2021: During a meeting with the County Safety Supervisor, the Sourcewell Member and Grainger Team identified several opportunities to close safety gaps, particularly regarding written safety procedures. Grainger's Field Safety Specialist was engaged and soon connected the County's Waste Disposal Team with an EH&S Consulting/Engineering Firm to assist with writing safety procedures and to institute changes conforming with the procedures and policies.

City (OH) Safety, Fall 2021: Sourcewell Member water and sewer agency sought Grainger's assistance to address challenges with concrete saws requiring significant time to power down, thereby presenting hazards to individuals in or near the work area. Grainger pursued its supplier network to provide a demo battery-powered concrete saw unit. The power tool enabled employees to eliminate fumes, control silica dust through a water feature, and deliver an instant stop feature to protect from injury.

County (TX) Pandemic Response - Spring 2020-Winter 2021: The Grainger Team collaborated with key County Departments including the Office of Emergency Management, Life Safety, Corrections, Health & Human Services, and Purchasing to secure pandemic supplies. Grainger supplier relationships and logistics capabilities secured gloves, masks, sanitizer, Tyvek suits, goggles, air purifiers, and sanitation equipment required by County personnel. In an environment of shortages across product categories, Grainger pursued solutions and leveraged relationships with manufacturers and suppliers to identify alternate options.

Grainger also provided supplies for COVID test centers, outfitted workers with PPE and tents, chairs, safety vests, cones, crowd control barriers, and cooling fans.

County Parks Department (TX) – December, 2021: At the end of 2021, this Sourcewell Member was challenged to locate large trash receptacles and recycling bins providing optimal fit, form and function throughout the park system. The Parks Department also noted its limited holding capacity to stage such a large amount of product. The Parks Department sought receptacles that were attractive, properly sized yet durable; with swift and accurate delivery to unique park locations and acquisition comporting with rules and procedures.

The Grainger solution allowed the County to secure attractive, durable products delivered to all sites in a short time; Grainger's Sourcewell Facility MRO contract enabled the Parks Department to satisfy their bidding procedures while streamlining the purchasing process through the use of the Sourcewell-Grainger cooperative contract.

		County (NY) Pandemic Response - Spring 2020-Winter 2020: Grainger's NY Team similarly leveraged supplier relationships to obtain critical cleaning and sanitary supplies and PPE. Grainger pursued regular supplier channels and special-order Sourcing resources, all within the scope of Grainger's Sourcewell Facility MRO cooperative contract award: • Public Works: Grainger NY leveraged the capabilities and extensive supplier relationships of Grainger's Sourcing Team to source cleaning supplies such as disinfecting liquids and sprayers and hand sanitizer for the County's Public Works Department. • Office of Emergency Management: Grainger's NY Team secured over 200K N95 masks for the Office of Emergency Management by working directly with 3M to support effort implementing a countywide PPE program in the County, including 1.5M pairs of gloves. County (VA) Pandemic Supply, Spring 2020: County Procurement used its Sourcewell-Grainger agreement to secure hundreds of difficult-to-source coveralls to outfit Police, Fire, EMS, and custodial staff throughout the pandemic. With the County encountering warehouse capacity challenges, Grainger staged shipments in its distribution center until the County was able to take delivery. The circumstances comported with the County's bid and compliance strictures. City (OH) Public Health – Spring 2020: Leaders from the city's highways and streets agency became concerned regarding environments where workers are exposed to hypodermic needles and sought Grainger's assistance. Within the week, Grainger provided this Sourcewell Member over 200 pairs of needlestick-resistant gloves to protect workers from injury and infection. City Water Reclamation (OH) - Spring 2018: Grainger assisted this Sourcewell Member that was seeking better Lockout Tagout procedures when disconnecting and connecting equipment. A supplier's 3-day lockout tagout project procedures was secured to assist Water Reclamation in maintaining standard operating procedures and improving workplace safety.	
27	Dealer network or other distribution methods.	Grainger North America's company-owned supply chain makes inventory available to customers on a just-in-time basis. This distribution network includes 251 branch locations and 14 distribution centers (DCs) in the US and 34 branches and 4 DCs in Canada, which includes over $1 billion on-hand inventory. We also ship directly from our manufacturer-supplier partners. Grainger North America's branches and DCs tailor inventory to Member location demands to ensure products are available for immediate pick-up, same-day shipment, or same-day shipping. Grainger branches, and all other purchasing channels provide Sourcewell Member contract pricing. Grainger North America's analytical planning tools position and deliver products to the right place and time. Advanced algorithms determine inventory levels and the best means of delivery. Stocking levels are continuously refined as market intelligence is incorporated into the historical usage information to minimize lead times on orders for products stocked in our distribution centers. This analytical approach pervades Grainger's supply chain- knowing where product is and when it is required to be at a Member's location and the fastest means of delivery. In high demand circumstances, product can be staged at the local Grainger branch to assure just-in-time product availability. Grainger's distribution system is designed to deliver complete orders in a single box to where it is needed. To ensure packages are properly coded, Grainger scrutinizes label information and pursues accurate and updated information with the end customer to avoid delays and costs. Most orders received by 4 PM local time at Grainger's facility will ship the same day. Customers receive most shipments the next business day through carriers including FedEx, UPS, USPS, Purolator and Canada Post. Grainger uses local delivery sources, such as messenger services or common carriers, to fulfill emergency deliveries. All distribution center and branch team members are directly employed by Grainger North America and do not overlap in other areas of the business. Please see attachment Grainger North America's Distribution Network	*

28	Service force.	Grainger provides a multichannel customer service platform to support Sourcewell Members: US and Canada Based Customer Service Team: The Grainger North America Customer Service team is highly trained and experienced. Customer Service Associates (CSAs) are available via email, chat or toll-free number The team has the resources needed to answer questions and resolve inquiries. US: 800-472-4643, 24 hours a day, 7 days a week, CustomerSupport@grainger.com Canada: 1-888-602-0000, M – F, 6:00AM – 8:00PM EST, Customerservice@grainger.ca Grainger's 3,000 CSAs are dedicated solely to receiving customer calls, emails and chat and providing after-sale support. Their focus is providing information, answering questions, placing orders and addressing customer concerns, including: • Information on order status and deliveries • Backorder information • Item price information based on Sourcewell contract pricing • Product availability • Detailed product information • Helping locate products for specific applications and finding products to meet technical requirements • Providing dedicated manufacturer and technical support resources • Helping Buyers select alternate products to complete purchases • Placing and managing emergency orders • Generating product quotations and assisting with order placement Full Support Branches: Beyond wide product availability, Grainger branch teams have extensive expertise and experience. The Grainger branch will maintain customer specific inventory and other services such as kitting, staging, and cycle counting and technical support. Over 160 Technical Product Support (TPS) team members: TPS team members provide assistance on product selection, installation support and troubleshooting. Team members have in-depth, professional field experience that keeps current with new products and trends. Emergency Support: Grainger Emergency support is available at phone number 800-472-4643 in the US, 24/7, 365 days a year for all critical needs. Canada Members may call their Account Manager if emergency support is needed.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell Members can order in the following ways • Online through Grainger.com (US) or Grainger.ca (Canada) • The Grainger mobile app (available in the App Store and Google Play) • eProcurement EDI, XML • Toll-free phone with Customer Service Agents • Email • Online chat • Account Management Team • In-person at a Grainger Branch* • KeepStock(r) Inventory Management Solutions eCommerce Grainger.com is an intuitive, fully configurable eCommerce solution with enhanced tools for better purchasing control that is tailored to Sourcewell Member's purchasing process. Grainger customizes Member on-line websites to search and select products within their specific catalog, place orders and to access records and information associated with their purchases: • Grainger's advanced functions include dynamic search and compare capabilities, expansive product information, price, product location and shipping information. • Users can search and review by Image, Keywords, Description, Manufacturer/Brand, Model Number, Cross Reference Number, Relevant Categories, or Product Index. Search terms may be refined by Product Categories, "Brand" or "Price". • Detailed technical specifications can be accessed for each product. • Contract pricing is presented with clarity; products can be saved in the shopping cart function and shared with colleagues. Approval and workflow protocols can be enabled. • Users have real time online visibility to previous orders, product availability and expected delivery dates. Users are also provided the status of backorder items and expected arrival dates. • Expeditious checkout and payment and shipment tracking keep Member order processing time to a minimum. • Grainger eCommerce platform can identify product attributes reflecting a Member's priorities and highlight these attributes with product placement and in product descriptions. Green/Environmentally preferred, Made in USA, and EPA Certified (such as Energy Star), are among the product attributes that can be identified. Grainger's platform can also provide search filters associated with the priority. *Grainger's CSAs within the branch network are available 8:00 am to 4:00 pm each day in each time zone. CSAs in the US are available 24/7 via email, toll free number or fax. Grainger Canada CSAs are available M – F, 6:00AM – 8:00PM EST. Grainger US Emergency support is available at phone number 800-472-4643 24/7, 365 days a year for all critical need. Grainger Canada Emergency support can be requested by contacting the Member's Account Manager. In order for a Sourcewell Member to have access to Grainger's awarded contract pricing, the Member must have completed the Grainger-Sourcewell account affiliation process for the specific Sourcewell contract the Member wishes to affiliate to and be recognized as an affiliated Member by Grainger. This process can be found on Sourcewell's website, www.sourcewell-mn.gov, under "Vendors and Contracts." Simply search under the awarded contract number, where you will find the "Grainger Affiliation Form" as well as the "Contract Participation Details."

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Confidential Trade Secret Information Each Customer Service Associate (CSA) uses state-of-the-art technology tools needed to address inquiries and ensure member expectations are met. CSAs use a workforce planning software so Grainger can accurately forecast volumes and handle work schedules based on historical and real-time needs. This capability allows Grainger to ensure adequate staffing levels to provide a consistent level of service throughout every interval of the day. Grainger uses phone routing logic that routes calls to the first available CSA. In emergency circumstances, calls are routed to the appropriate Grainger North American representative. Grainger has incorporated quality management principles within its operations. We use a combination of proven approaches to accomplish these objectives. We are dedicated to a culture of Continuous Improvement (CI) as the foundation of the Quality Assurance Plan. A critical part of CI is using a deliberate and iterative cycle of Plan, Do, Check and Adjust (PDCA) activities to drive quality. Grainger's Lean-based approach to CI is based on the Plan-Do-Check adjust cycle. Grainger North America's objective is to improve how we do our work: • Inventory Accuracy: measured monthly with minimum goal of 99% • Will Call Ready Rate: measured monthly with minimum goal of 95% of orders ready within 30 minutes • Product Availability: measured weekly with a goal of 97% of stocked items in stock • Percentage of calls answered within 30 seconds: Grainger's goal is 80% • Perfect Order / Order Accuracy: 98% The percent of our order lines that are not returned or sent out again as a Free of Charge. • Invoice Accuracy: Measures the percent of our orders that do not have credits/debits associated with them. Maintaining a 99.7% • Fill Rate: 93%-line fill rate • Same-day Shipping is achieved for most in-stock items within the continental US when the order is received by 4 p.m. local time at the shipping facility. Given the ongoing pandemic, global tensions, and labor and material shortages, the supply chain environment is volatile and uncertain. To address these challenges, Grainger continues working with our suppliers while also identifying alternate sources to reduce risk. We remain insistent that the products we distribute are manufactured and delivered with high ethical standards emphasizing quality, reliability, and aligned with our Supplier Code of Ethics. Throughout any circumstance, Grainger stays close to our state, province, local, educational, and non-profit customers to assist in examining multiple supply sources.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Grainger North America can provide full service across all states, the District of Columbia, and territories in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Grainger North America can provide full service across all provinces and territories in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Grainger North America can provide full service across all states, territories and provinces in the US and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Grainger North America can provide full service across all participating entity sectors in the US and Canada.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Grainger North America sees no contract requirements or restrictions that would apply to Members in Hawaii, Alaska, or the US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Confidential Trade Secret Information Grainger North America's marketing strategy is to promote the relevancy and competitiveness of the new Sourcewell Facility MRO Industrial, and Building-Related Supplies and Equipment portfolio of products and services. It is driven by Grainger North America's expertise and experience associated with facility maintenance, repair, and operations. Grainger has two goals- to ensure continuity with seamless transition for incumbent Members and to generate interest from agencies that currently are not Members by promoting the benefits to increase participation. To drive awareness of the Sourcewell agreement, Grainger messaging and collateral communications will be deployed electronically through email, housed digitally through Grainger.com and Grainger.ca and made available for print. The multiple methods and channels allow Grainger to be consistent and relevant and engage current and potential new Members through their preferred communications mediums. Coordinated throughout with Sourcewell, Grainger North America's digitally enabled, integrated approach will amplify our marketing efforts though the following plan: Targeted state, province, local, educational, and non-profit agencies Advocacy Campaigns: • Press Release announcing new Sourcewell Facility MRO Industrial, and Building-Related Supplies and Equipment award • Social Media platforms broadcasts • Updated and revised Sourcewell Landing Page • Direct Mail Catalog focused on Facility MRO • Promotion of Sourcewell at trade shows and government conferences Customer Member Landing Page: Upon login, the Member will be directed to the new Sourcewell custom content, including contract Member pricing. The landing page will profile the new contract's benefits and how it will assist it meeting agency mission and responsibilities. Member Enablement Toolkit: A toolkit that includes a marketing document providing an overview of contract benefits and relevant services and solutions will be deployed. This marketing presentation will be designed to be Member-facing. These customer-facing materials will be ready for immediate distribution upon award. Sample documents can be viewed as part of our document uploads in this section. a. Sourcewell Welcome Kit – Guide to Grainger b. Sourcewell One-Page Contract Benefits c. Sourcewell Contract Benefits Presentation d. Grainger Facility MRO Product Lists e. Grainger.com – Public Landing Page f. Member-Specific Landing Page Media Kit: The kit contains a bundle of Grainger-branded flyers, prints and digital banner ads to leverage marketing and sales programs for Sourcewell Collaborate on Co-Marketing Efforts: Grainger's North America Government Sales Team is a critical facet of our marketing initiatives. We continually integrate Sourcewell opportunities through collaboration, including our recent launch of Sourcewell Short-Takes, a series of informative 3-8 minute videos designed to convey important concepts pertaining to Sourcewell Cooperative Contracts. We will expand this channel to include our joint offer around our new MRO contract launch, if awarded. These videos, created by Sourcewell and Grainger, are distributed to Grainger Sales Team members via our Sourcewell Teams Page, which is accessed by the entire Grainger Government Team. Executive Sponsorship: Executive alignment is crucial to a successful strategy. Our National Government Sales Team conducts business reviews with Sourcewell Supplier Development Administrators and Leadership to assess performance, identify trends and adjust marketing plans. The Grainger team presents monthly reviews relating to Facility MRO and trends in state, province, local, educational, and non-profit agency needs to Grainger leadership to gain direction and additional support to drive Sourcewell initiatives. Sourcewell's portfolio is vital to delivering premium customer value that benefits customers and Grainger.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Confidential Trade Secret Information Grainger North America's technology-driven marketing parallels competitive commercial markets with social media presence across not only major platforms such as Facebook, LinkedIn, Twitter and Instagram but also more refined channels reflecting our customer and product base. Grainger North America online customer transactions, digital presence and over 5 million customers present considerable leverage to shape marketing effectiveness. Marketing efforts center on digital channels, including paid search, display, social media, email, and Search Engine Optimization (SEO) – with more than one billion impressions and millions of clicks per month. We continue to leverage traditional channels, including radio and print (ranging from our large catalog to smaller more targeted mailings). Sourcewell will be supported by an experienced marketing team that keeps pace with advances and innovation to drive relevance, competitiveness, and clarity of Sourcewell's value. The following technology and digital tools anticipate and provide relevant products and solutions direction to Sourcewell Members: • Paid Search captures customer traffic reflecting purchase intent in Google, Bing and Yahoo. Sourcewell Members are targeted with text and product listing ads. Paid search is highly scalable with over 100 billion searches placed on Google per month and large-scale automation. It is highly measurable with prompt indicia of trends as to how Member needs evolve. • Search Engine Optimization (SEO) focuses on increasing visibility in non-paid search engine results. Through technical design and content, SEO improves accessibility and relevancy of Grainger.com and Grainger.ca for Sourcewell Members. Grainger North America leverages third party tools to track performance metrics including keyword ranking, traffic, and revenue to provide better Member experience. • Interactive Media uses data driven technology to optimize delivery of relevant digital ads to targeted customers. Grainger North America leverages online user data to serve Members with relevant messages. Interactive Media supports multiple businesses and marketing objectives. In other channels such as direct mail, catalog, and tradeshows, we use statistical models to target Members with relevant offers and solutions and customer research and demographic data to engage Members.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Grainger North America anticipates continuing its strong relationship with Sourcewell and leveraging its expertise, reputation, credibility and insight to markets. Via collaboration, we anticipate Sourcewell promoting the contract's values as follows: • Promotional Campaigns- Alignment to Grainger capabilities (e.g., supply chain expertise and efficiencies, product depth, ecommerce innovation, pervasive customer service, comprehensive programs including sustainability, safety and inventory management). • Advertising and Marketing- Cobranding Sourcewell and Grainger North America opportunities • Sourcewell Digital Prominence- Links between Sourcewell and Grainger North America • Event and Conference Sponsors- Coordination via in person or video at trade shows and conferences and customer events Integration of Contract into Grainger North America Sales Team Initiatives Grainger North America will prepare and present a comprehensive implementation plan to its Sales Team structured around state, province, local, educational, and non-profit agencies. Sourcewell's assistance and advice, particularly specific efforts to promote, plan, measure and reinforce the contract, will enhance the initiative. Assistance as to Member-specific execution plans focusing on key initiatives or emerging requirement will also be valued.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Grainger North America is well-positioned to provide an ecommerce platform solution to Sourcewell state, province, local, educational, and non-profit Members. Grainger has experience with more than 100 eProcurement platforms providing end-to-end integration capability. A scoping call with the Grainger e-Business integration team can determine specific need and customization. Our experience with numerous customer platforms provides capability to drive streamlined processes to achieve cost savings through productivity enhancements and reducing direct ordering cost. Grainger Order Management System: Grainger's Order Management functionality on Grainger.com® allows Sourcewell Members to quickly set up an online workflow that is easy to use and that simplifies their purchasing process. Customers can set up spend and order approval limits based on company requirements to help ensure they have the right control over their MRO spend. Grainger's OMS enables agencies to enhance productivity availability and improve efficiency while retaining control over spend and what products are purchased: Grainger Value- Order Management System (OMS) City Fire Department (TX) 2022: Recognizing the critical need to maintain inventory levels of key supplies at over 50 stations, Grainger assisted the fire department with implementation of the Grainger.com Order Management System (OMS). With the Department requiring control over replenishment, Grainger's OMS helps maintain inventory levels while adhering to departmental policy. Supply orders are presented through an electronic approval process for placement and delivery. The Grainger Team created a custom catalog on Grainger.com enabling the Department to purchase only pre-approved products. Grainger's OMS and the custom catalog assist the Department in controlling spend for supplies that are compliant & approved. Electronic marketplaces: Grainger North America connects to customers through electronic marketplaces, exchanges, or enterprise purchasing software systems using universal technology standards, such as cXML and EDI. Customers can "Punch-Out" to Grainger's online catalog, create a requisition and return the shopping cart back to the marketplace for review and approval. Direct connections to customers' Enterprise Resource Planning (ERP) systems: Grainger North America offers ability to integrate its General Catalog and buying process with customers' purchasing and ERP systems. Customers seeking to "Punch-Out" directly from their ERP can access Grainger's online catalog and return the shopping cart back to their purchasing system to manage the order workflow. Grainger's supports ERP and Supply Chain/Procurement Networks include SAP, Coupa, SciQuest, GHX, Oracle and Info. Supported eProcurement Transactions: Grainger supports custom non-standard transactions on a per request basis, in addition to the following standard transaction sets: * Invoice - 810 ANSIx12, cXML , xCBL * Payment (CTX Format ONLY) - 820 ANSIx12 * Remittance Advice - 824 ANSIx12 * Purchase Order - 850 ANSIx12, cXML, xCBL * Purchase Order Acknowledgement - 855 ANSIx12, cXML, xCBL * Ship/Bill Notice - 856 ANSIx12 * Functional Acknowledgement - 997 ANSIx12 Please see "Driving Efficiency with eProcurement" in the Additional Documents zip.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Grainger North America offers extensive product training and instruction that is summarized below. These expansive solutions, fee and non-fee based, apply to both industry specific and value-add categories, and deliver numerous benefits. We will assist Sourcewell Members in working with manufacturers, suppliers and third parties as to product, equipment, maintenance, safety and related training and contract administration. Provided below is Grainger's core training services. Additional training services are detailed in Question 69. Not all programs may be available in Canada. Programs involving third parties may be subject to a fee agreement. Sourcewell Contract Training Grainger's North America National Government Sales Team, led by the Senior National Government Sales Manager for Sourcewell, will continue to provide contract and ordering training, and refresher courses, at no additional cost for Member's staff. Training will also be provided to new users throughout the contract term via virtual and video sessions. If awarded, Grainger will implement a Joint Planning Session with each Member to align on	

milestones and timeframes to train users on the new contract.

Grainger.com Training
Grainger North America supports Sourcewell Members via training that addresses the integration of Grainger.com with an agency's search, compare, product identification and order processes. The training endeavors to ensure agency processes and approval protocols are adhered to and that accurate P.O. number and Contract Number are present on an invoice; it reinforces how the Order Management System enables effective and efficient approval flow.

Grainger.com Value Training
City (VA) Agency Employee Training, Fall 2020: Grainger worked with a Sourcewell Member that sought employee training addressing effective e-procurement purchasing practices. Grainger coordinated training for new city employees on Grainger.com and the punchout's best practices, including eQuotes, Search & Filter, Order Management System, and creating Shopping Lists. Grainger also conducted Grainger.com refresher training. The initiative, presented by Grainger's Advanced Grainger.com Team, provided City priority users with the expertise to purchase the MRO product required.

Technical Skill Training

ENVIRONMENTAL, HEALTH & SAFETY
Grainger's Environmental, Health & Safety Services are designed to help Sourcewell Members protect their people, their facilities, and the environment. Through our network of qualified, insured, and licensed service providers, we can provide comprehensive solutions that help Members meet their EH&S goals.

Within each area Grainger Services can assist with training addressing:
- Program, procedures, plans & policies
- Installations, repairs, certifications & permitting
- Specialty services, such as workshops, rentals etc.

Safety Services:
- Arc Flash/Electrical Safety Services
- Confined Space Services
- Emergency Planning and Response Services
- Fall Protection/Working at Elevated Heights Services
- Fire Protection/Life Safety Services
- Lockout/Tagout Services
- Machine Guarding Services
- Material Handling/Lifting Services
- Safety Consultant Services
- Turnarounds/Safety Product Services
- Technician Skill Training Services

Technician Skill & Safety Training - Instructor-LED/Live or Virtual:
- Compliance – Electrical: Multiple courses covering NFPA, NEC, NICET and more
- Compliance – Mechanical: Multiple courses covering Confined Space, DOT, Chemical Safety, HAZWOPER, and more
- Electrical – More than 30 Electrical Skills & Safety Courses
- HVAC – Multiple HVAC Technical Skills Courses
- Mechanical – Multiple Courses covering Hydraulics, Pneumatics, Pumps, Machine Tools, Welding, and more

Grainger Training Values

County Parks, Corrections, and Transportation and Natural Resources Facilities (TX)– Ongoing, 2019-2022: This Sourcewell Member secured Grainger's value-added training sessions to address various Environmental Health and Safety subjects including Fall Protection, Power Tool Safety, Stop the Bleed, and Safe Welding trainings. The availability of these training resources enabled the County to provide needed education to team members while focusing its internal resources on other initiatives.

City Warehouse Facilities (TX) - March 2022: Ongoing: Grainger introduced this Sourcewell Member to Grainger's Fee-based Forklift training as its leadership encountered difficulty finding a supplier with expertise in the subject. The Sourcewell cooperative contract secured the training as it was within the scope of a competitively solicited and awarded contract. *

County Water Treatment Plant (VA) – 2022: Grainger facilitated training on powered air purifying respirator (PAPR) units and forklift operation to assist the Water Treatment plant maintain employee and visitor safety.

County Vehicle Services (VA) – Spring 2022: Vehicle Services was challenged to provide core training opportunities for employees. Grainger coordinated Fall Protection and Aerial Lift Training onsite with Honeywell, which are fee-based services offered under Grainger's

Sourcewell Facility MRO cooperative agreement.

Environment & Health
We offer a wide range of EHS training courses your employees need to help them effectively perform their jobs safely. Training offerings are available through an online experience or through an on-site instructor.

- AED Inspection
- Active Shooter
- Aerial Lift
- Competent Person
- Confined Space
- Fire Extinguisher
- First Aid/CPR/AE
- Forklift
- Lockout Tagout
- Machine Guarding
- NFPA 70E
- Occupational Noise Exposure
- Respirator

Grainger Safety Team Value

County (OH) Audiology Test Summer 2022 Fee-Based Service: Grainger's Account Manager and Field Safety Specialist collaborated with the County to provide a fee-based service for critical audiology testing for county employees exposed to noise levels above 85 dB. The service was accessed via Sourcewell's Facility MRO cooperative contract. Grainger assisted the County in evaluating the provider and developing a service engagement while conserving expenditures.

Food Safety Training – Instructor-LED/Live or Virtual:

- Food Program and HACCP Courses – HACCP FDA/FSMA, FSSC22000, GFSI, GMPs, SQF

Health Services:

- Airborne Contaminants & Noise Services
- Ergonomics Services
- Medical/First Aid Services
- Occupational Health Services

EHS Digital Services: A suite of online subscription tools, EH&S Digital Services helps improve EH&S tracking and management while increasing productivity. These tools make it easier to maintain critical EH&S and facility activity and information:

- Save time and money while creating a safer workplace
- Reduce injuries, illnesses, and exposure to fines
- Increase productivity with automated EH&S tracking tools managed right from your PC or mobile device
- Ensure compliance and drive standardization

Manufacturer Technical Training- Examples include:

- Proto Tools Hand Tool Safety Seminar
- Dewalt Power Tools Safety Seminar
- Fire-Resistant Workwear Training
- Fall Protection Training
- Hearing Protection & Conservation Training
- Gas Detection Equipment Training
- Arc Flash Awareness Seminar
- Fuses & Power Distribution Training
- Spill Containment Training
- Climbing Pro Ladder Training

Grainger's KnowHowSM Center: Grainger's KnowHowSM provides insights and information to customers who are looking for ways to save time and money, increase productivity and engage in Safety Thought Leadership that will assist with keeping people safe and maintaining compliance. Key topics covered include inventory management, facility maintenance, emergency preparedness, occupational safety and health solutions and regulatory compliance, among others.

For a detailed listing of available, fee-based Technician Training, please refer to “Technician Training” guide attached in the Additional Documents zip file.

For a comprehensive listing of Grainger’s complimentary and fee-based training programs, please refer to “Grainger Services” guide attached in the Additional Documents zip file.

41	Describe any technological advances that your proposed products or services offer.	Grainger North America's product and ecommerce teams continually review Member requirements to secure innovative technologically advanced products and services. Examples include: Sustainability: Grainger's product knowledge library, Grainger KnowHow, addresses the customer demand for trash bags that reliably deteriorate over a time span. When a trash bag is certified as compostable, it means a third party confirmed it will break down completely in the conditions found in a commercial composting facility. In the United States, the most prominent certification organization is the Biodegradable Products Institute (BPI). Grainger's product information presents distinctions to assist customers in finding the right product. Battery Powered Tools: Legacy cordless tools require different battery platforms that vary with the voltage needed. A drill may get all the torque it needs from a 6-amp motor while a miter saw requires a 15-amp motor to perform well. A higher voltage platform was previously incompatible with the lower voltage system. Dewalt Tools provides a more universal platform called the Flexvolt™, where the battery automatically changes its voltage with each tool it is used with. The tool tells the battery which mode to operate in; it is completely automatic for the user. PURELL Surface Disinfecting Wipes- GOJO Industries' portfolio of surface disinfecting products now includes durable canisters for mobile and portable applications where routine and fast disinfection of surfaces is needed. The EPA category IV toxicity rating of PURELL Surface Disinfecting Wipes, which has no harsh fumes, addresses particular applications such as vehicles and mobile infrastructure where regular disinfecting is performed. Fenix PD36R Rechargeable Flashlight- The newly upgraded handheld Fenix PD36R rechargeable flashlight is a high-performance LED rechargeable flashlight delivering a maximum 1600 lumens to a distance of 928ft (283m), all on a high capacity 21700 li-ion battery. The Fenix PD36R, with a 21700 li-ion battery, extends battery runtimes by twice the standard li-ion battery. The high-capacity 5000 mAh battery can be charged through the USB-C port on the flashlight Catalog Search by Image (US only): Grainger's mobile app enables customers to use a visual search tool to find and purchase product from Grainger's 1.5 million products. With the tool, products can be searched and located within 3 seconds. Available on Android or Apple devices, customers can scan a bar code, enter an item number, or upload a photo to find a product and complete a purchase. Grainger search also allows customers to send a photo to Grainger's technical advisors who will assist in recommending a product. A voice search tool is also available.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Grainger North America is committed to conducting business in an environmentally responsible manner while working to reduce energy use, minimize waste, conserve water and improve air quality in our operations. To do so, we focus on the environmental challenges within the material parts of our business: our operations, products and supply chain. Green Initiative Focus We work to improve our environmental performance across our value chain from our suppliers through our operations and our customers. We encourage stewardship in our operations and share our lessons with others. We partner with third party sustainability organizations, such as the CDP (formerly known as the Carbon Disclosure Project), the GreenBiz Executive Network, the US Environmental Protection Agency, SmartWay® Program, UL Inc. (formally Underwriter's Laboratories, Inc.) and the US Green Building Council to help us align our environmental investments with our stakeholders' expectations. OPERATIONS Grainger recognizes the urgency of climate change action and supports greenhouses gas (GHG) reduction targets consistent with the net-zero climate goals of the Paris Climate Agreement. Since 2009, Grainger has disclosed to the CDP, the organization administering the global disclosure system, details on business risks and opportunities related to climate change. This initiative to reduce CHG is pursued companywide. Since 2011, Grainger has reduced absolute scope 1 and scope 2 emissions by 37 percent. Our target to reduce emissions further follows the medium-term goals of the Paris Climate Agreement. This approach relies in part upon increasing use of rooftop solar at Grainger facilities, investment in renewable energy credits, including wind and hydroelectric energy and improved technology and efficiency in building management systems. Specific efforts include: • Expanding solar footprint across key facilities- In 2021, Grainger completed rooftop installation of an additional 1.1 MW of solar panels at the NE US Distribution Center (DC). • More efficient Building Management Systems (BMS)- In 2021, new energy efficient	

building or retrofits were completed across 29 facilities, representing 40% of our North America footprint.

- LEED -Grainger has 7.0 million square feet of LEED certified space throughout 18 North American facilities, representing 28.8 percent of Grainger's total square feet in North America.
- Recycling- Recycling rates in US DCs have increased by standardizing recycling processes and sharing best practices across our network. Teams are trained to use a color-coded system to separate and bale materials such as cardboard, plastic wrap and metal. In 2021, our US DCs recycled 92 percent of all waste leaving the facility.

- Water Usage- We monitor and measure our water footprint and pursue opportunities to reduce usage, such as installing water-efficient fixtures at our largest facilities

Grainger's supplier engagement program is the cornerstone of the broader effort to reduce GHG. Via quarterly calls and active feedback channels, Grainger engages the top 80 percent of suppliers by revenue to understand how to approach this effort. *

Details of Grainger's commitment to clean energy and sustainability are found at pages 31-38 of our 2022 Corporate Social Responsibility Report, Sustainability and Stewardship, https://invest.grainger.com/home/default.aspx.

Green Products and Services
Grainge North America environmentally preferrable product (EPP) portfolio helps customers maintain sustainable facilities via efficient energy management, water conservation, waste reduction and improved indoor air quality. Grainger's online filtering capability screens any product search to evaluate environmentally preferable alternatives. Grainger also maintains a growing portfolio of sustainability-related services which include site audits, payback analysis, utility rebate assistance and recycling of replaced product.

Customers can easily identify EPP products on Grainger.com by our Green Leaf icon. It indicates that the select product has a UL validated certification and/or attributes.

Grainger receives ongoing verification of its environmentally preferable SKU designation from UL Environment (ULE). For a product to be classified as environmentally preferable, it must maintain one or more environmentally preferable attributes or third-party certifications such as WaterSense(r), ENERGY STAR(r) or Green Seal. These verifications are provided on the individual product page.

The following are examples of sustainable and environment products and services available to customers:

- Grainger US currently offers 100,000 green products.

- Grainger works with customers to identify and implement environmental conservation programs. Examples include lamp recycling programs, LED lighting conversions, using aerators on faucets to reduce water consumption, and Air Filter studies to reduce energy usage on HVAC units.

- Similarly, Grainger works with a customer's recycling and sustainability office to identify and implement environmental conservation programs. The initiative includes refilling stations to reduce plastic bottle waste, green product utilization, a lamp recycling program and LED lighting installment.

- Grainger, through a network of third-party service providers, offers a range of sustainability-related services, including HVAC optimization upgrades, water conservation upgrades, utility rebate incentives and lighting retrofit solutions. For example, Grainger can facilitate a free energy audit for customers, consisting of a site walk-through, fixture count, energy audit, return on investment, payback analysis, utility rebate assistance and applications (photo metrics).

In 2021, EPP sales totaled more than $875 million, a 23 percent increase from 2020. Program growth is driven by increased customer demand for products. Merchandising our portfolio to add green certifications and environmental information to existing products also contributed to growth and helps customers with their sustainability goals.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Grainger US EPP portfolio of approximately 100,000 products comprises one of the largest green SKU counts in the industrial distribution market. EPP products fall into two categories — those certified by independent organizations and those with green environmental attributes. Green certification indicates that a product has met certain environmental and/or social standards. These are designated with a green leaf icon on Grainger.com® and explained in the compliance section for each product (e.g., EnergyStar®, DLC® Approved). Green environmental attributes narrow the gap between certified products and responsible products where third-party certifications are not yet available or where they meet industry standards (e.g., ASTM standard test methods, LEED criteria, minimum percent of post-consumer recycled content). Each attribute is carefully considered and reviewed annually both internally and with our third-party partner for relevancy based on customer sustainability questions as well as U.S. federal and state sustainable purchasing considerations. GREEN ATTRIBUTES FOUND ON GRAINGER.COM FOR OFFERED PRODUCTS INCLUDE: Ecologo, GREENGUARD, GREENGUARD Gold, ECVP 2799 Zero Waste to Landfill Facility, Energy Star, WaterSense, Safety Choice, Green Seal, Certified Biobased, Carbonfree, Sustainable Forestry Initiative, Forest Stewardship Council, SMaRT Certified, DLC Quality Products Listing, DLC Premium, NEMA Premium, Energy Aware, HVI, Biodegradable Product Institute Certified, CRI Green Label, OMRI Listed, and VOC Levels Meet SCAQMD Requirements. We continuously evaluate available product certifications based on emerging certifications, customer demand, and to reflect new or remerchandised products already in Grainger's portfolio. Our existing portfolio of more than 100,000 products currently cover 27 product categories.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Grainger recognizes the importance of supplier diversity. As responsible corporate citizens, Grainger is committed to supporting the growth of diverse businesses and giving these companies opportunities. Grainger has more than 20 years of successful experience offering diverse companies' opportunities through two core programs: • Tier 1: Authorized Grainger Reseller Program • Tier 2: Grainger's Supplier Diversity Program GRAINGER'S TIER 1 AUTHORIZED GRAINGER RESELLER PROGRAM Program Overview: The Authorized Grainger Reseller program includes a network of more than 100 certified Diverse Business Enterprise (DBE) resellers authorized to resale Grainger MRO products. The DBE resellers have access to Grainger's full product offering and, since 2006, they have helped state, local, education, corporate and federal customers meet their diversity procurement goals. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses. The reseller program enables MRO resellers and customers greater access to products and services and provides reach to segments and contracts typically mandated or prioritized for small businesses/diverse business enterprises (DBEs). The program allows Grainger resellers to offer niche, value-added services and a broader selection of products. The cooperation and coordination of Grainger and its resellers is a win-win for customers looking to achieve procurement goals and ESG/diversity mandates. DBE Responsibilities: DBE resellers are responsible for the procurement process, sales calls, order processing, invoicing, and troubleshooting. The DBE will engage with customers, represent itself in the marketplace, and be the first point of contact for customer service. DBEs often provide other services such as installation, kitting, product assembly, stenciling/engraving/labeling, delivery, and barcoding. Grainger's investment in the Authorized Grainger Reseller Program includes the following: • Dedicated Channel Business team which includes Sales and Operations Teams as well as leadership focused on flawless program execution. • As part of Grainger's investment, the Channel Business team provides on-going mentorship and support of the DBE resellers. Specific examples of this resource investment include: o Dedicated e-Commerce Solution Managers charged with ensuring seamless implementation of customer e-commerce programs. o Grainger Consulting Services support to help refine the reseller administrative processes. o Business development and expansion support through customer match-making activities. o Focused on-boarding and MRO specific training which includes direct access to key manufacturers and suppliers. o Government/Healthcare ethics and compliance training led by Grainger in-house counsel. o Marketing support for the reseller end-customer marketing and sales collaterals.	

o Detailed reporting capabilities to support end-customer productivity and cost savings initiatives.

• In addition to these resources, Grainger's Channel Business team leads the Authorized Grainger Reseller Program and helps manage the resellers to ensure contract execution, compliance, and overall performance management.

GRAINGER'S TIER 2 SUPPLIER DIVERSITY PROGRAM
Grainger's Tier 2 Supplier Diversity Program affords our customers with access to diverse manufacturers and suppliers through its catalogs and distribution channels. Started in 1999, this program is designed to grow this sector of the economy while helping customers get their jobs done with quality products from diverse business enterprises (DBEs).

The economic impact of this program continues to increase. As of 2021, Grainger's Tier 2 Supplier Diversity program features:

• More than 720,000 products from more than 2,800 key small and/or diverse suppliers
• More than 6,600 small businesses, and over 680 minority-, woman-, veteran-, disabled-person- and LGBT-owned businesses for goods and services

This model affords DBEs the ability to concentrate on what they do best and leave product logistics and distribution to Grainger.

Through this program, our customers have access to DBE products through all ordering options (including Grainger.com, KeepStock, the catalog, phone, fax, and walk-ins) and distribution channels. Our customers benefit from one-stop shopping and supplier diversity reporting upon request.
• Products from diverse manufacturers and suppliers are identified with this diversity symbol on Grainger.com and in the catalog and index.
• On Grainger.com, customers can use the search keywords "Supplier Diversity" or use the Supplier Diversity filter to shop for products from diverse suppliers.

Supplier recruitment is a continuous activity for Grainger.
• Certified businesses that register through Grainger's supplier diversity registration portal on Grainger.com can be referred to buying decision makers when product review, request for proposal (RFP), or spot buying opportunities occur.

Grainger focuses on increasing the number of products acquired from diverse companies in several ways:
• Corporate member of the Women's Business Enterprise National Council (WBENC).
• Participates in conferences and seminars to help establish or strengthen diverse businesses.
• Grainger.com invites diverse suppliers to consider doing business with Grainger.

Grainger also pursues outreach opportunities with diverse organizations to understand their member offerings and to promote opportunities with Grainger. These organizations include:
• National Minority Supplier Development Council (NMSDC)
• Women's Business Enterprise Council (WBENC)
• Small Business Administration (SBA)
• National Gay and Lesbian Chamber of Commerce (NGLCC)
• Vets First
• Disabled Veteran's Business Alliance
• National Veteran Business Development Council (NVBDC)
• Disability: IN

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Confidential Trade Secret Information North America Grainger's core business is a high-touch, high-service model where we provide value, including dedicated salespeople and technical support experts, to assist customers with information to identify the products they need. Sourcewell's Facility MRO, Industrial, and Building-Related Supplies and Equipment portfolio is a prominent illustration of how Grainger strives to distinguish itself from the competition. Grainger team members work to understand the mission of each state, province, local, educational, and non-profit Sourcewell Member and the individuals who carry out its responsibilities. By knowing the customer in detail, including the challenges encountered, Grainger anticipates need and pursues how best to fulfill it. As a result, our offer addressing Sourcewell's Facility MRO RFP continues to expand to meet the evolving needs of Sourcewell members. By embedding itself within customers across the US and Canada, Grainger North America is able to focus on how best to assist effective emergency response: • An advanced supply chain infrastructure driven by customer need for breadth and depth Facility MRO, Industrial, and Building-Related Supplies and Equipment-related inventory and a distribution network centered on next day delivery. • An investment in eCommerce and digital platforms yielding advanced product search ease, meaningful product comparison, product availability and delivery clarity, all supported by an efficient and accountable ordering process. • Employees with expertise to assist with product selection and to assure availability and timely delivery whether the need is ordinary or critical. • Technology experts who design and innovate information systems and digital platforms to be customer centric. • Decades of experience connecting agencies to the products and services supported by a stronger compliance regime. Detailed throughout our response are the range of products and services focusing on government and education customers. The breadth of these items, their availability and the expeditious delivery to the customer replicates Grainger's categories addressing commercial and industrial markets. The competitive market leveraged by Sourcewell's comprehensive solicitation encompassing Facility MRO requirements assures reasonable pricing for all product and service categories.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Products sold by Grainger to US and Canadian customers is covered under the following warranty terms: For Grainger US. Grainger warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of invoice from Grainger, unless otherwise stated. Additional product specific warranty information either is shipped with the product to the Member or can be obtained by Grainger if requested by the Member. For Grainger Canada. All products sold by Grainger are warranted only to the extent of the manufacturer's/supplier's warranty, and only to purchasers for resale or for use in their business in Canada. Products are warranted against defects in workmanship or materials only in accordance with the individual manufacturer's warranty policy. Manufacturers of certain Products, such as fasteners, do not provide a warranty period. Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location as Grainger designates, shipping costs prepaid, will be repaired or replaced, at Grainger's sole option, as the purchaser's exclusive remedy.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Except as set forth herein and where applicable, no warranty or affirmation of fact or description, express or implied, is made or authorized by Grainger. Grainger disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Grainger also disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, mis-repair, or misapplication. Grainger expressly disclaims any liability for consequential, incidental, special, exemplary, or punitive damages to the extent permissible. Grainger's liability in all events is limited to the purchase price paid for the product that gives rise to any liability.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Grainger products listed in Grainger's North America's General Catalogs are warranted by the manufacturer to the final user. Grainger may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by a Member. As a distributor of commercial off the shelf product, manufacturer warranties either accompany the product purchased or can be obtained by Grainger if requested by the Member. The scope of warranty service offered such as travel is scenario specific and will be defined and/or addressed by the respective manufacturer of the product subject to a warranty claim.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Grainger products sold are warranted by the manufacturer to the final user. Upon request, the manufacturer of a given product sold by Grainger will address any unique geographic limitations that may impact a warranty claim. Grainger stands behind the product we sell by offering a one (1) year product warranty. We are committed to making each Grainger customer whole in any warranty scenario by either: (i) repairing; (ii) replacing; or (iii) refunding the amount paid by a customer.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Grainger products listed in Grainger North America's General Catalogs are warranted by the manufacturer to the final user. Although Grainger does not manufacturer the product it warranties, it will assist its customers with product specific warranty matters. For example, upon request, Grainger will obtain copies of manufacturers' consumer warranties and will furnish them to the Member. Such requests must include the Grainger's stock number and the manufacturer's model number (if shown) of each product for which a copy of the warranty is requested. Grainger may also furnish sales brochures and other literature of the manufacturer. Grainger North America assumes no responsibility for the content or coverage contained in any manufacturer's warranty or sales literature by providing this service. For Grainger US: Grainger warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of invoice from Grainger, unless otherwise stated. Provided that Grainger accepts the product for return during the limited warranty period, Grainger may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by Participating Entity. Grainger 's repair, replacement, or refund of amounts paid by Participating Entity for the product, shall be Participating Entity's sole and exclusive remedy. For Grainger Canada: All products sold by Grainger are warranted only to the extent of the manufacturer's/supplier's warranty, and only to purchasers for resale or for use in their business in Canada. Products are warranted against defects in workmanship or materials only in accordance with the individual manufacturer's warranty policy. Manufacturers of certain Products, such as fasteners, do not provide a warranty period. Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location as Grainger designates, shipping costs prepaid, will be repaired or replaced, at Grainger's sole option, as the purchaser's exclusive remedy.	*

51	What are your proposed exchange and return programs and policies?	Grainger US Exchange and Return Policy: GRAINGER 30-DAY SATISFACTION GUARANTEE. Participating Entity can return product purchased for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Supplier is required for all returns. Supplier's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis. RETURNS AFTER 30 DAYS. Unless otherwise noted, Participating Entity can also return product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Supplier is required in all instances. Products sold on a "Final Sale" basis as defined below cannot be returned. "Sourced Product" (defined below) is subject to the manufacturer's return policy and may not be returnable. Some product returns may be denied or made subject to restocking fees and other charges by Supplier. FINAL SALE ITEMS. Items sold on a "Final Sale" basis include: (i) Custom items; (ii) purchases made under the Custom Product Center on grainger.com; (iii) special-order items; (iv) emergency response items; (v) items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable" and (vi) any other items that Supplier may designate as a "Final Sale" from time to time. Grainger Canadian Exchange and Return Policy: Any cancellation or return must be approved by Grainger (at its discretion), be accompanied by proof of purchase, and may be subject to restocking or other charges. Any returns due to shipping errors, damage or loss must be reported to Grainger immediately. For returns not related to damage or loss during shipping, product must be returned within 30 days of shipment and be in original package and re-saleable condition. Returns can be made to Grainger; however, Grainger will only accept returns on products purchased through Grainger. Returns of custom sourced products may not be permitted.	*
52	Describe any service contract options for the items included in your proposal.	In addition to our product line offering, Grainger North America offers select service contracts either directly or via our supplier/service provider/manufacturer network, in support of our product offer. Grainger North America will work with Members to review and assess which service opportunity is best suited to satisfy the Member's operational needs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Grainger North America's payments terms are NET 30. Grainger North America customers typically have an open account that is invoiced for orders according to their contract. Grainger also offers Sourcewell Members the following payment options: • Credit card or cash – At the time of purchase or pickup. • Electronic payment (ACH/EFT) – Grainger uses the Corporate Trade Exchange-820 (CTX-820) ACH/EFT format to process electronic payments. The remittance detail included with the payment file helps Grainger reconcile (Customer)'s payment promptly and accurately. • Procurement cards – Grainger accepts all types of VISA, MasterCard, Discover, and American Express cards. Check – Checks can be mailed to the "Remit To:" address on the invoice.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Grainger North America does not offer leasing or financing options at this time.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please see Grainger's Sourcing Terms and Conditions as well as a "Sample Quote_Sourcewell 091422-WWG" and "Sample Invoice_Sourcewell 091422-WWG" in the "Standard Transaction Document" samples zip.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Grainger North America accepts VISA, MasterCard, Discover Card and American Express cards as a means of payment. There is no additional cost to Members for this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Grainger North America's pricing model is a most comprehensive, robust and competitive Sourcewell offer to date and provides Members numerous cost savings opportunities: • Category Discounts • Facility MRO Supplies & Equipment Hot List • Member Market Basket • General Catalog Discount • Large Order and Volume Discounts • Customer Specific Pricing (CSP) • Access to all Grainger-Sourcewell Contract Awards and the Pricing Benefits of each CATEGORY DISCOUNTS: Our North American offer encompasses significant discounting across multiple MRO categories. These category discounts are applied to Grainger North America's Contract Reference Price (CRP). CRP is market-based. When evaluating pricing, it is important to compare "final" product prices, as a larger discount percentage offered by a competitor who has not adopted market-based pricing may not yield a lower final product price. Differences between the U.S. and Canadian supplier base vary across all product categories so not all Grainger US products, catalog or sourced, are available in Canada. Grainger continues its efforts to enhance its online search and purchasing experience by incorporating new technology and functionality to its online offering. Accordingly, and at Grainger's sole discretion, product categorization may be modified from time to	

time to promote clarity and product alignment. Additionally, there are products that, because of their volatile nature in context of supply, including pricing, demand and availability, are not eligible for any, including general, category discount.

- Abrasives 7%
- Adhesives, Sealants, and Tape 10%
- Air Filters 40%
- Cleaning 22%
- Electrical Supplies 23%
- Electronics, Appliances, Batteries 19%
- Fasteners 32%
- Hand Tools 14%
- HVAC Supplies 17%
- Lab Supplies 15%
- Lighting 22%
- Lubrication 10%
- Material Handling, Storage, Packaging 15%
- Motors 19%
- Outdoor Equipment 12%
- Paint, Equipment, & Supplies 10%
- Pneumatics 11%
- Pumps 7%
- Power Tools 11%
- Power Transmission 19%
- Safety 19%
- Security 15%
- Test Instruments 7%
- Welding, Machining, Cutting 10%
- All other Categories 5%

For Sourcewell Members, CRP is found on Grainger.com and Grainger.ca when Members log into their account. The CRP at the time of purchase will be the price to which any contract discounts will be applied. The offered category discounts are fixed through the life of the contract across the specified MRO categories.

FACILITY MRO SUPPLIES & EQUIPMENT HOT LIST: Grainger North America, through decades of serving government customers, has captured purchasing data reflecting current and relevant product needs to compile its Hot List offer. Grainger North America presents the attached Facility MRO Supplies & Equipment Hot List to all US and Canada Sourcewell Members who complete the Grainger affiliation process to access, if awarded, the Sourcewell Facility MRO Supplies & Equipment #091422. contract. This offer is comprised of the highest volume and most frequently purchased products across a broad mix of government agencies.

Grainger North America analyzed usage and procurement data of Facility MRO Supplies & Equipment related products from its largest states, provinces, local government, education, and non-profit customers across North America and combined it with all Sourcewell Members' prior 48 month purchasing analytics. Data points such as the number of times an item was purchased, when and how often, how many individual agencies purchased the item, including those items added into an inventory management solution, were scrutinized to prepare the Hot List. *

The Hot List encompasses 852 items specific to Sourcewell state, province, local, educational, and non-profit agency customers. Due to variances between our catalog offerings and supplier base in the US and Canada, not all items in the Hot List are available to our Canadian customers. The items in the Hot List available to both US & Canadian Sourcewell customers have been priced in both USD and CAD respectively in our submission.

The Facility MRO Supplies & Equipment Hot List pricing is competitive and will be held firm for 12 months from date of award.

To keep the Facility MRO Supplies & Equipment Hot List meaningful throughout the life of this contract, Grainger North America will evaluate the product selection and update it each year to ensure relevant product mix.

MEMBER MARKET BASKET:

		In addition to the Grainger Facility MRO Supplies & Equipment Hot List, we offer the ability for each affiliated Member to create a custom Market Basket of up to 300 items. To drive additional cost savings and predictability, Members can select a custom Market Basket consisting of the Facility MRO Supplies & Equipment products the individual Member most frequently purchases. The Grainger North America Sales Team will work with Members seeking to consolidate, standardize, and identify a product list and price. GENERAL CATALOG DISCOUNT: All items in Grainger's General Catalog are included within this Sourcewell offering. Grainger recognizes the operational importance to provide Members access to products beyond those covered by Defined Category Discounts, Hot List, Member Market Basket and products aligned to a specific category. Grainger North America provides a 5% discount off of CRP on these products except for items identified as volatile which are not eligible for a discount. LARGE ORDER AND VOLUME DISCOUNTS: Grainger has years of experience working with Sourcewell Members on individual projects and discounted pricing. Grainger North America will continue to work with Sourcewell Members to leverage additional discounts for large, single orders, based on size and scope. CUSTOMER SPECIFIC PRICING (CSP): Grainger North America recognizes the importance of providing Members with relevant pricing for specific products in special circumstances. Deeper discounted pricing can be sought in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities. Grainger North America reserves the right to adjust pricing to reflect market conditions, as provided in Section 4 (Sourcewell's Vendor Price & Product Change Request Form, referenced in RFP #091422). These adjustments may include unforeseen significant increases in supplier's costs resulting from changes in laws or regulations, impositions of tariffs, currency fluctuations, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Grainger North America. ACCESS TO ADDITIONAL GRAINGER-SOURCEWELL CONTRACT AWARD BENEFITS: Upon affiliating with the Sourcewell Facility MRO Supplies & Services Agreement # 091422, a Sourcewell Member may also affiliate with any other Grainger-Sourcewell Agreement and access the benefits under that agreement, so long as each agreement remains valid. Upon expiration or termination of any other agreement, Grainger will extend the benefits provided in any successor agreement associated with the Member so long as that agreement remains valid. Differences between the U.S. and Canadian supplier base vary across all categories so that not all products are available in Canada. A Member may contact Grainger at sourcewell@grainger.com or via the local Grainger Account Manager, to learn how to adopt additional Grainger-Sourcewell awarded contracts and access value-added service and pricing benefits through your Grainger account.	
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount range in this offer, noted in response # 57, represents 5% - 40% off Grainger North America's CRP and addresses the general catalog discounts and the discounts applied to the Hot List prices.	*

59	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell “Enhanced Discount” Incentive Program: Grainger North America proposes a 3% increased discount on the defined MRO categories as described below for the following contract year for members who: • Purchase at least $25,000.00 in Total Member Purchases* during the Contract Year and • Grow Total Member Purchases* at least 12% over the preceding Contract Year * Total Member Purchases" refers to the net invoice price of the Product purchased by Member under Grainger's Sourcewell Contract Awards using the Member's Sourcewell-affiliated, eligible Grainger account numbers, less freight, taxes, returned Products and credits during each contract year for which a Rebate or Incentive is being actively calculated and paid. Product Category: CRP Discount/Enhanced Discount: • Abrasives: 7%/10% • Adhesives/Sealants/Tape: 10%/13% • Air Filters: 40%/43% • Cleaning: 22%/25% • Electrical Supplies: 23%/26% • Electronics/Appliances/Batteries: 19%/22% • Fasteners: 32%/35% • Hand Tools: 14%/17% • HVAC Supplies: 17%/20% • Lab Supplies: 15%/18% • Lighting: 22%/25% • Lubrication: 10%/13% • Material Handling/Storage/Packaging: 15%/18% • Motors: 19%/22% • Outdoor Equipment: 12%/15% • Paint, Equipment, & Supplies: 10%/13% • Pneumatics: 11%/14% • Pumps: 7%/10% • Power Tools: 11%/14% • Power Transmission: 19%/22% • Safety: 19%/22% • Security: 15%/18% • Test Instruments: 7%/10% • Welding, Machining, Cutting: 10%/13% ♦The increase in Category Discount will be automatically applied to defined MRO Grainger North America categories (excluding the General Catalog Discount), commencing 60 days after contract period ends for a duration of 12 months ♦ Purchases by a Sourcewell Member under any Sourcewell Agreement with Grainger, are eligible to qualify for the Enhanced Discount Incentive Program for a maximum of 3% increase in discount overall. Member qualification for the Enhanced Discount will be re-evaluated each contract year. ♦ Sourcewell Plus Program: In lieu of the “Enhanced Discount" Incentive Program, Grainger North America may propose a Sourcewell Plus Program and creation of a custom incentive and rebate program, defined through a participating addendum and approved by Sourcewell. A customer may participate in either the Enhanced Discount Incentive Program or Sourcewell Plus Program, but not both. ♦ Purchases made through Grainger’s Authorized Reseller Program vendors aligned to Member’s account and receiving Sourcewell Agreement pricing are not eligible for inclusion in Total Member Purchases.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Grainger's Sourcing Team acquires Facility MRO products and services not found in the Grainger General Catalog. Through this “special order” capability, Grainger provides quick access to over 6,500 suppliers and offers a total cost solution for acquiring infrequent, low demand or hard-to-locate items. Additionally, this channel offers line extensions (non-Grainger General Catalog product	

and related services from Grainger General Catalog and third-party suppliers and service providers) and discontinued product catalog lines.

Quotes for “sourced” products and related services will be supplied for each such request. Pricing for sourced items is based on current market conditions and is negotiated on a per-order basis. Sourced product and related service opportunities are subject to the following terms and conditions:

TERMS AND CONDITIONS FOR SOURCED PRODUCT AND SERVICE

Grainger will source products and services not available through the Grainger’s General Catalog or website (“Sourced Products” or “Sourced Services”). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Upon request, Grainger will provide Member a quotation which shall include the price, freight, and the warranty terms provided by the vendor of the Sourced Product or Sourced Service.

1. SOURCED PRODUCTS

a. Unless otherwise agreed to in writing between Grainger and Member, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Grainger and charged to Member on Member’s invoice. If Member chooses to ship freight collect, shipments will be made to Member freight collect, using carrier designated by Member. C.O.D. shipments are not permitted. Receipts for freight charges will not be furnished. Title and risk of loss pass to Member upon tender of the shipment to carrier.

b. The product warranty provided by the Manufacturer and/or Supplier of the sourced product will be Member’s sole remedy. Grainger’s standard limited warranty terms included in this agreement or Grainger’s website terms and conditions, to the extent applicable, do not apply to sourced products.
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c. Warranty Disclaimer. Except as expressly set forth herein, no warranty or affirmation of fact or description, express or implied, is made or authorized by Grainger. Grainger disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Grainger also disclaims any liability for claims arising out of product misuse, improper selection, improper installation, product modification, mis-repair or misapplication.
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d. A RGA (Returned Goods Authorization) must be issued by Grainger prior to returning Sourced Products; the RGA is good for thirty (30) days after issuance. Returns will be sent directly to the sourced supplier, and not to a Grainger location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee based upon the Sourced Product sell price, plus freight paid by Grainger and added to the invoice, unless the shipment of Sourced Products was the result of Grainger or manufacturer error or the Sourced Products are defective. Special manufactured and custom engineered products are sold on a “FINAL SALE” basis only and no changes, cancellation, returns or refunds are allowed, except if Sourced Products are defective.

e. In the event that Grainger agrees to stock an agreed upon quantity of Sourced Products for Member, upon expiration or termination of the Agreement, Member agrees to purchase all remaining stocked Sourced Product. Grainger will invoice Member within (30) days of expiration, cancellation or termination of the Agreement.

2. SOURCED SERVICES

a. Performance of Sourced Services will be governed by the following additional terms and conditions (“additional service terms”). Sourced Services may be performed by: (i) Grainger, its subsidiaries, affiliates, or subcontractors (“Grainger”); or third-party *

service providers engaged by Service Grainger ("third-party providers"). For purposes of this section, “service provider” refers to either Grainger or a third-party provider depending upon which of them is performing services, and “service provider personnel” refers to personnel of such service provider.

b. The terms and conditions contained in this section are extended solely by the specific service provider performing services, and any obligations contained in this section do not apply to any other service provider referenced in the foregoing paragraph. A third-party provider may require Member via Grainger to execute additional contractual documents prior to the performance of Sourced Services, which documents may modify the terms between Member and Grainger as set forth in this section.

c. In the event of a conflict between the standard terms and conditions in this Agreement and the additional service terms in this section, the additional service terms in this section shall prevail for the performance of services.

d. Limited services warranty. All services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of services (“limited warranty period”). If services are improperly performed and Member notifies Grainger of the improperly performed service during the limited warranty period, then Grainger will coordinate with the service provider to re-perform those services, in whole or in part, as necessary to cure the particular breach, or at the service provider’s sole option, refund the amount paid by Member for the services directly attributable to the particular breach. The service provider’s re-performance or refund of amounts paid by Member for the service directly attributable to the particular breach shall be Member’s sole and exclusive remedy.

e. Warranty disclaimer and waiver for services. To the maximum extent permitted by applicable law, the express warranties set forth in this section for services are in lieu of all other warranties, express or implied, and the service provider disclaims, and Member waives, all other warranties for services, including, but not limited to, any implied warranties of non-infringement, fitness for a particular purpose and merchantability. The warranties set forth in this section are expressly conditioned upon the use of the services for their intended purpose and shall not apply to services which have been subject to modification by Member or any third party.

f. Limitation of Liability. Grainger and Third-Party Providers expressly disclaim any liability for consequential, incidental special, exemplary or punitive damage in the performance of services. The liability of Grainger or any third-party provider performing services in all circumstances is limited to, and shall not exceed, the purchase price for the performance of the portion of services that gives rise to any particular liability

Grainger Sourcing Values

City (AL) – Fall, 2021: The City’s Police Department needed tactical robots but struggled to locate a vendor who had supply on hand. Grainger assisted the Police Department with sourcing tactical robots for public safety use.

County Corrections & Public Works (NY): Summer-Fall 2022: The Correctional Facility recognized risk to visitors, inmates, and officers as tables and chairs in the Visitor Wings were not bolted down. Grainger identified specialty correctional tables through its Sourcing Team and secured corrections approved furniture.

City Sewers & Water (OH) – Spring 2022: Addressing a specific project, Sewers & Water’s Safety Unit recognized the need for equipment able to operate within a confined space. Grainger worked with supplier partners to assist the agency identify fall protection and supplied air equipment, with harnesses, gas meters, and oxygen tanks to equip and promote worker safety and successful completion of critical tasks.

		County Schools System (MD)- Summer 2021: Return of staff and teachers to buildings encountered challenges to locate the KN95 masks. The Schools EHS manager and the Grainger Account Manager worked together to identify the appropriate product and source to fulfill this critical need.	
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Grainger North America discloses all costs associated with the product and/or services sold to a Member prior to purchase. Elements of the total cost of acquisition not included in product and/or service pricing may vary based on the product or service procured. To this end, Grainger does not have a fixed firm list of like costs. If, however, additional charges are assessed, for example required services to train employees on how to operate a product, the additional charge and identity of the third-party performing the service will be provided to the customer prior to performance of the underlying service.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Grainger North America offers the Sourcewell Member pre-paid freight on standard ground shipments. Title transfers to Sourcewell Members at time of delivery, FOB Destination. Additional freight charges and shipping fees may apply for sourced products and/or service orders as well as orders that include expedited delivery, carrier special handling, oversized product, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments originating within the US and shipping outside the contiguous US, and shipments originating in Canada and shipping outside Canada. The Member will be informed of any additional freight charges and/or shipping fees prior to purchase or as otherwise agreed by the Member.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Grainger North America offers Sourcewell Members pre-paid freight on all standard ground shipments originating in Canada and shipped to a Canadian address. Product shipped from the Continental US to Alaska and Hawaii also receive pre-paid freight on standard ground shipments. Sourced products may be subject to additional terms, charges or fees that place the cost to ship on the Member. Charges and fees incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, air freight, freight collect, export orders, hazardous materials, customer's carrier, or other special handling and oversized product will be paid by Member. The Member will be informed of any additional freight charges and shipping fees prior to purchase.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Grainger North America's advanced technology and multiple distribution channels delivers product to Members where and when they need it. The unique combination of broad on-hand inventory strategically located across North America in distribution centers and branches provides unrivaled product availability: • On-hand Inventory $1 billion and more than 1.5M products • Technology Investment and Supply Chain Expertise that forecasts Member needs to ensure product availability by locating inventory near the Member throughout the distribution network • Product ordered by 4PM, most customers receive next day Grainger North America provides the best combination of product selection, depth of inventory locally available, speed of delivery and ordering simplicity through a network of 284 branches and 17 distribution centers across North America. Grainger Branch Network Solutions help with product selection, shipping, labeling and emergency orders. TECHNICAL EXPERTISE: Grainger Branch Sales Specialists have the training and experience: • CUSTOMIZED INVENTORY: Grainger will stage critical or never out items at a local branch. • LABELING: Grainger will assist in custom label regarding hazards, inventory, PO reconciliation, warehousing, maintenance inspections, and specialized products. • SHIPPING AND WILL CALL CONSOLIDATION: For large orders or multiple orders, Grainger will ensure that goods are consolidated for delivery or pickup in a single shipment. • EMERGENCY ORDERS: Grainger after-hours emergency service is available at: call 1.800.CALL.WWG. Grainger will to open a branch anytime (a $50 fee may apply). *Subject to market availability. • KITTING OFFER: From safety, janitorial, filter, and new employee readiness kits, the Grainger branch provides kitting services across any product line.	

- SAME DAY DELIVERY: Grainger offers Same Day Delivery* in select markets for unexpected purchases. Shipping charges will apply.

INVENTORY MANAGEMENT SOLUTIONS
A critical facet of distribution and delivery is anticipating and understanding Member needs. Inventory Management is a unique delivery solution moving high usage items close to point of use and maintaining critical product availability. Through its KeepStock® Program, Grainger North America provides multiple inventory management solutions reducing Member's total cost of inventory ownership. Effective inventory management reduces on-hand inventory, improves purchasing efficiencies, and ensures availability of critical product all while providing secure and efficient access.

Grainger North America's KeepStock® portfolio of inventory management solutions help Members manage their inventory and reduce costs. Beyond industry-standard vending machines, Grainger North America's portfolio provides both customer-managed (CMI) and Grainger vendor-managed (VMI) inventory options, including vending. Solutions range from simple to complex serving Member needs and can be combined within their facility to provide a custom service. KeepStock® can be integrated with Member purchasing systems or connected with Grainger.com. or Grainger.ca.

VENDOR MANAGED INVENTORY (VMI) SOLUTIONS
KEEPSTOCK WEB: is control central for managing your Grainger inventory. It seamlessly integrates your KeepStock® program, Mobile App and Grainger.com to provide convenient, web-based inventory management. (Customer) can leverage KeepStock® web functionality across all installation types — Vending, CMI, Replenish and Onsite, to provide you with total visibility to your entire inventory.

- Dashboard: View your orders and program summary snapshot, receive notifications to manage discontinued items, access KeepStock® Web instructions and more.
- User Management: Leverage User Management to add users to help you manage inventory and set varied levels of access rights.
- Program Management: Set and easily adjust your program settings. Add, adjust, delete items, and set min/max levels. Automatic reorder provides inventory level assurance and minimizes stock outs of critical items.
- Order Status: Place orders, check order status and track all your orders in real time.
- Label Printing: Use the label capabilities to print barcode labels, including multiple labels at once.

KEEPSTOCK® VENDING: Grainger offers a variety of KeepStock® Vending machines to include Coil, Carousel, Lockers, Cabinets and Drawers. Each machine is customized and configured for Member needs and supplies requirement:

KEEPSTOCK® REPLENISH: is a vendor-managed inventory (VMI) solution that helps manage, streamline ordering and stock commonly used Grainger items and support spot buy urgent needs. Your dedicated Grainger representative will work with you to determine the products and levels that need managing, as well as setting approvals for orders if required. The more complex your needs, the more you'll benefit from our scheduled visits and support our scheduled visits and supply chain expertise. On a pre-determined schedule, your Grainger onsite resource will:

- Reorder products based on min/max
- Restock Grainger products in designated areas
- Bar code and label Grainger managed products
- Handle Grainger purchasing and purchase orders
- Support spot buys
- Expedite invoices and inquiries
- Help find hard-to-find products
- Cross-reference Grainger products to add

KEEPSTOCK® ONSITE: KeepStock® Onsite is a VMI solution for larger, more complex customers who face multiple challenges managing critical MRO inventory. KeepStock® Onsite provides a dedicated, experienced resource on a daily basis plus a defined space—like a cage or crib—to support your Grainger product purchases. Key features of Grainger's Onsite solution include:

		• Dedicated onsite resource frees employee time to increase productivity. • Desktop delivery and returns • Spot buy and sourcing of product • Optimized inventory delivers cost reduction by helping reduce on-hand inventory levels while minimizing stockouts • Streamlined processes reduce overall handling costs • Expanded scope to support product identification and recommendations, requisition creation, organization, product returns and warranty replacement • Onsite expertise recommends stocking levels, driving product standardization and compliance Please see attachments for further detail on Grainger's KeepStock Inventory Management Solutions. KEEPSTOCK® STORE: This solution provides a fully stocked and staffed Grainger North America branch at your location especially helpful for high-volume, high-traffic needs. Grainger North America will work with the Member to determine which items to stock and overall scope of the solution. CUSTOMER-MANAGED INVENTORY (CMI) SOLUTION The KeepStock® CMI customer-managed inventory solution leverages mobile and desktop technology to give customers complete control of their Grainger inventory. Grainger offers this program to any customer interested in self-managing inventory. Tech savvy tools and features of KeepStock® CMI solution include: • Manage inventory across multiple devices, users, and locations • Scan barcodes to order directly in the Grainger app • This easy-to-use and powerful software solution offers visibility, flexibility, and control while managing product. • Quickly edit and add items • Adjust min/max levels and reorder points • Manage users and approvals to control • Print and scan labels • View pending orders • Access order history and purchase information to make informed inventory decisions KEEPSTOCK MANAGED: Grainger's Managed Solution provides Members with daily onsite, expert, support services to maximize the value of Member's entire MRO inventory investment for both Grainger and non-Grainger product. Managed MRO is a fee-based service where our Inventory Specialists work at your facility to manage all indirect materials. Grainger Inventory Management Value County Corrections (TX) – January, 2022: The Corrections Department was challenged with frequent stock outs across high demand items as local vendors struggled to keep pace with requirements due to supply chain disruptions. Grainger collaborated with this Sourcewell Member to identify alternate products for specific, high-demand items and integrated an inventory management solution to ensure product availability. Product encompassed nitrile gloves, paper products, sanitizer, food trays, paper cups, and masks. City Water Department (TX) Ongoing: Grainger facilitated inventory management of custom engraved specialty locks for utility use. Through this value-added service and support, Grainger houses this critical, custom item at a local branch to ensure the appropriate quantity is available and delivered when the customer calls. Capital Regional District (CRD) (Canada)- McLoughlin Pt. Waste Water Treatment Plant -Ongoing: The CRD leverages the Grainger & Canoe / Sourcewell GPO to reduce cost and expedite the search or pricing of products and to streamline procurement processes. GRAINGER.CA (Sourcewell Landing Page) is its commonly used business channel. Order Lists for common consumables across many product categories are integrated. A KS CMI Inventory Management Program is provided onsite for fasteners. Grainger BC Field Safety Specialists partner with CRD Corporate Health and	*

Safety on a LOTO project; the Grainger Victoria branch team supports CRD Technician / Operator walk-in business.
Healthcare (Canada)- Ongoing: Canadian healthcare facilities and Grainger Canada have built integral partnerships across Canada. Notably, a facility in Central Canada transitioned its maintenance departments to an in-house managed model for all locations. Via local & national account managers, Grainger Canada has reorganized storerooms, identified, labeled, and organized products, and obtained fast and efficient delivery for all items required by the maintenance teams. Management and reporting capabilities have been meaningfully enhanced and overall cost savings for all locations obtained.

County Parks Department (TX) Keepstock- Summer, 2021: Recognizing the need to provide employees ready access to the safety and protective products, Grainger collaborated with the County's Parks Department to install KeepStock inventory management across multiple locations. Grainger assisted in identifying equipment and supplies, estimating appropriate stocking levels, and implemented ordering and replenishment protocols to ensure availability. The effort supported the Department's initiative to maximize productivity for employees needing safety gloves, goggles, glasses, hearing protection, electrolytes, sunscreen and poison ivy protection.

EMERGENCY RESPONSE INVENTORY AND DISTRIBUTION
A critical element of Grainger North America's distribution capability is assisting emergency response for the small and large incident. Expeditious and quality response in real time entails internal planning and preparation.

In an emergency, Grainger North America's Crisis Management Team first assesses the condition of Grainger branches and facilities to make sure they are available to distribute product. Frequently a pre-determined product list, coordinated with local emergency response agencies, is used to move supplies to the affected area. If additional products are required, Grainger North America moves products to the area from its 284-branch network and 17 regional Distribution Centers or directly from product suppliers.

A critical element in Grainger North America's expeditious response is its breadth of inventory, relationship with suppliers, capability to determine where inventory is located, and its transportation proficiency, personnel with expertise and experience and long-term relationships with state, local and federal agencies.

In severe emergency situations, Grainger works with First Responders to make sure they have priority access whether from Grainger or the product manufacturers. The Crisis Management Team and Grainger on-scene leadership works with emergency management agencies and others to ensure appropriate and fair distribution.

Emergency Response POC: Grainger's Primary Point of Contact in any emergency affecting a Sourcewell Member in the US is Allison Darling, Senior National Government Sales Manager who can be reached via call or text at mobile phone: 713.805.9845 or email: Allison.Darling@grainger.com and in Canada, Marty Luciw, Senior Government Sales Manager at phone number: 403.991.2727 or email: Marty.Luciw@grainger.ca

Grainger's US emergency phone number is 800-CALL-WWG. Other primary points of contact will be identified for Sourcewell member.

The local Grainger Account Management team will engage the Sourcewell member to address the circumstance within 60 minutes to understand the challenge and to commence response. Grainger provides emergency response services, whether the incident is small or large, at any time. Upon receiving a call, the Grainger representative contacts the Corporate Crisis Management Team leadership and/or communicates with the local Branch representative to open the nearest branch location.

Grainger commits to special services to Sourcewell members.

		Grainger will open a branch, deploy team members to take orders, assist customers, load trucks and to distribute supplies at the incident scene. Grainger's pricing and services does not change in an emergency, large or small. Sourcewell member product costs will mirror the contract.	

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing offer is premised upon detailed historic purchase history, trends within this market segment and customer evolving requirements, and based on this information, reflects a competitive offer for customers with purchasing needs in the state, province, local, education, and non-profit segments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Grainger performs monthly pricing reviews to ensure Sourcewell Members receive valid contract pricing. These reviews are automated and then confirmed accurate by team members versed in contract requirements. If inconsistencies are identified, Grainger performs an internal inquiry to track the origin of the inconsistency after which corrective action is taken to address the issue. Grainger ensures adjustments are made and the Member is informed of the issue, the corrective action taken and is credited. Flowing from the monthly pricing review, is a report provided to Sourcewell that documents Grainger's audit findings. This level of scrutiny is also applied to our review of overall contract sales and calculation of administrative fees, which is documented in Grainger's Direct Sales Administrative Fee report provided to Sourcewell following the end of each quarter. Grainger's customer facing compliance initiatives include assisting customers with their regulatory and policy driven audit requirements, which include performing audits up to three years beyond the order invoice date and/or provide purchase history reporting up to three years beyond the order invoice date. These actions allow the customer or a third party to perform a review of orders submitted to Grainger to ensure the accuracy of contract pricing.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Grainger offers a range of standard reports; the key metrics customers can expect include: • Tier: This workbook includes the Overall Purchase Analysis, Item Purchase History, Product Line Distribution, Purchase by Supplier, and Cost Savings Analysis reports plus a summary page. • KPI: Order summary with ship-complete rating, order accuracy, order adjustments, and on-time shipping. • Item Purchase History: This summary report shows items purchased by track code, sub-track code, and/or account4 number. Includes total sales and quantity per item. • Supplier Diversity: Reports sales by historically underrepresented partners.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Grainger will provide Sourcewell with a Direct Sales Administrative Fee ("DSAF") of Two Percent (2%) on all direct Product Purchases. Qualifying direct Product Purchases are those purchases made directly by a Sourcewell Member. Grainger will provide Sourcewell with a Direct Sales Administrative Fee ("DSAF") of One Percent (1%) on all Product Purchases made through a Member's participation in the Grainger Authorized Reseller Program. Grainger will provide Sourcewell with a Direct Sales Administrative Fee ("DSAF") of One Percent (1%) on all Product Purchases made through a Sourcewell Member affiliated to the Sourcewell Plus Program. Qualifying Product Purchases are those pursuant to the awarded contract and shall include total net invoice price less freight, taxes, returned products and credits. Grainger will calculate the DSAF amount quarterly and provide the DSAF payment to Sourcewell within forty-five (45) days from the end of the quarter. Grainger will provide a quarterly DSAF report to Sourcewell within forty-five (45) days from the end of the quarter.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	North America Grainger's offer encompasses the entire US portfolio of 1.5 million maintenance, repair, and operating supplies and 476,000 MRO products in Canada's portfolio across 36 categories provided by 6,500 suppliers. It is supplemented by sourcing proficiency and services that complement our product offer, along with the expertise of Grainger team members. It captures the routine to specialized MRO product or service and is continually enhanced to meet evolving Member needs. Grainger's ability to sell a service or solution within a specific US or Canadian jurisdiction may be limited by law and/or regulation. Product categories included in this proposal reflect the full spectrum of facility MRO, industrial, and building-related supplies and related equipment, accessories and services. Categories and solutions offered are complementary to the equipment, products, and services and provide Sourcewell Members with consolidated, efficient, and comprehensive cost-savings options: • Abrasives • Air Filters • Gloves and hand protection • Safety & Security • Lighting, Lamps and Ballasts • Electrical • Electronics, Appliances, and Batteries • Tools & Test Instruments • Cleaning & Janitorial • HVAC and Refrigeration • Metalworking, Machining, & Fabrication • Motors & Power Transmission • Pneumatics & Hydraulics • Material Handling • Packaging & Shipping • Paint • Tapes, Adhesives & Lubricants • Fleet & Vehicle Maintenance • Laboratory • Office, & Hospitality Supplies • Pipes, Hose, Tube, & Fittings • Plumbing & Pumps • Fasteners, Hardware, & Raw Materials • Building & Ground Maintenance SERVICES ACROSS FACILITY MRO, INDUSTRIAL, AND BUILDING RELATED SUPPLIES AND EQUIPMENT In addition to the Assessments and Training we offer, which are detailed in Response 40, Grainger provides customers with value-added support services which complement the facility MRO products we offer: • Grainger's network of installers provides turnkey and/or labor-only fixed fee installation and support services. • Turnkey service offerings include materials, labor, recycling, rebate administration. • Currently Grainger has identified 65 companies that have satisfied our vetting process. All companies used by Grainger are licensed, insured, qualified and capable of performing in accordance with Member service requirements. A Grainger team member will work with the Sourcewell member to secure the type of service and description or provide requirement details. Grainger's specialized team will examine and select the best supplier to fulfill needs, including determining lead time and competitive pricing. Once a supplier is selected, a quote will be provided and sent to the customer for review and approval. SERVICES OFFER: Services include inventory management solutions (including Grainger "Managed MRO" solution), installation, assembly, and consulting services, services addressing safety training, assessments and sustainability. Our technical experts assist agency operations and compliance responsibilities. Additional details pertaining to our services offer are provided below. Consulting Services Grainger Consulting engages customers using a proven methodology consisting of Analysis, Strategy Development, and Implementation. Consultants also help identify opportunities for efficiency that are often forgotten as to indirect materials management. Grainger's industry research and experience enables it to identify and monitor industry standards. This experience provides a starting point for cost drivers

like reducing waste in processing or demonstrating how a customer can reduce its inventory. We learn customer processes, recognize improvement opportunities, and develop a strategic plan of solutions. This includes a comprehensive data measurement package that demonstrates how to measure progress and sustain results. Our recommendations help improve service and efficiency for Sourcewell Members.
Please see Consulting Services Overview, along with documents detailing Grainger Consulting Services' "Inventory Baseline," "Procure to Pay," and "Storeroom Layout" service offerings in the "Additional Documents" Zip File.

FACILITY SERVICES
Grainger Facilities Services help prolong the life of a Member's buildings and structures and support safety initiatives. Backed by a network of qualified providers, these services keep facilities dry, safe and sustainable.
Services include:
- Air barrier audits
- Ceiling Tile Installation/Replacement**
- Inspection services
- Patch and repair services**
- Preventative maintenance contracts
- Restoration services
- Roof cleaning
- Roof Restoration**
- Rooftop safety installation**

FLOORING SERVICES
- Concrete Polishing
- Floor Design and Installation
- Floor Repairs
- Floor Striping

ENERGY SERVICES
The Grainger Energy Services team can identify and implement a wide range of efficient solutions* through its network of qualified, insured and licensed service providers. Our service providers help facilitate the installation of energy-saving and water conservation measures. Grainger can also help secure applicable incentives and rebates for energy and water-saving projects.

HVAC Filter Change-Out and Preventative Maintenance Services: To help ensure HVAC units are functioning properly and efficiently, Grainger's service providers will:
- Visually inspect all HVAC equipment
- Look over electrical and mechanical components for excessive wear or damage
- Change filters
- Check belts and startup

Assessments: Any mechanical or electrical issue within a system can reduce its efficiency. Grainger can help address these concerns with services including steam leak identification and mitigation, defective steam trap replacement and upgrades, infrared studies, and insulation upgrades. Adjustments to steam system can help immediately reduce operational costs.

ELECTRICAL SERVICES
- Electrical Emergency Services & Disaster Recovery
- Electrical Engineering Services: Arc Flash Analysis, Circuit Loading Study, Electrical Systems Analysis, Harmonics Assessment/Testing Services, Power Consulting, Power Quality Correction, Project Engineering/Custom Design, Project Management, Remote Power Management, Ungrounded to High Resistance Conversion
- Electrical Maintenance & Testing: Infrared Testing, Monitoring Systems, On-Site Preventative Maintenance, Relay and Metering Calibration, Service Agreements, Spare Parts
- Electrical Turnkey Installation Services: Infrared Viewing Window, Installation Coordination, On-Site Training, Project Management, Site Measurement Services, Start Up Services, Turnkey Capabilities
- Medium Voltage/Low Voltage Services: Circuit Breaker Conversion to Vacuum Starter, Direct Replacement Circuit Breakers, Industrial Electronic Repairs, Network Protectors, Reconditioning Program for Circuit Breakers, Relay and Metering Retrofits/Replacement, Remote Racking Systems, Retrofill Solutions, Switchgear Expansions and Upgrades, Trip Unit Retrofills

EMERGENCY PREPAREDNESS
Grainger assists in planning, response, and recovery across the range of

emergencies including:

- Experienced customer service professionals are available prior to any emergency and 24-hours a day, 7-days a week to provide assistance with urgent needs
- Emergency preparedness catalogs, capability guides, and hazard-specific emergency checklists are available for download online
- Products and technical expertise to help institutions develop both basic and advanced emergency response capabilities
- Grainger will also open a branch location at any time to assist response
- On-site containers filled with supplies can be provided
- In emergency situations Grainger branch hours may be extended to 24-hours a day
- Contract pricing remains consistent in emergency situations

ENVIRONMENTAL HEALTH & SAFETY SERVICES

Fee-Based Safety Assessments & Audits and Testing include:
- Gas Detection Service (Referral)
- Managed Footwear Program
- Prescription Eyewear Solutions
- Heat Stress Assessment (Hot & Cold)
- Hearing – Ear Fit Test, Hearing Loss Determinations (Work Related) – Audiologist reviewed
- Online Respirator Medical Clearance Testing
- Pulmonary Function Testing
- Rigging & Sling Inspections
- Respirator Fit Testing, Respirator Fit Testing
- Indoor Air Quality Assessments
- Industrial Hygiene Assessments
- Ladder Inspection Services
- Lockout Tagout Assessments, Machine Guarding Audits
- Silica Dust Exposure Compliance, Slips Trips and Falls Assessment*, Survey & Analysis of Building Water Systems, Turnkey Engineered
- Fall Protection System (Referral)*
- Vehicle Lift Inspection Service, Ventilation System Testing, Warehouse/DC Rack Inspections
- AED Inspection Services
- Emergency Eyewash Station Assessments & Inspections
- Emergency Light and Exit Lights Inspections & Service, Employee Exposure Monitoring
- Fall Protection Assessments/Audits, Fall Protection Equipment Inspections-Harnesses, etc.

FIRE SAFETY
- Fire Alarm System Design & Installation
- Fire Alarm System Inspection & Service
- Fire and Smoke Damper Inspection & Repairs**
- Fire and Smoke Door Inspection & Repairs**
- Fire Extinguisher Inspections and Service
- Fire Protection Awareness & Testing (sprinkler systems), Firestop and Fire Barrier Inspection & Repairs
- Special Hazard Fire Suppression System Design & Installation (Referral)

LAB SERVICES
- Lab Furniture Assembly & Installation**
- TV Furniture Assembly & Installation

ONLINE SAFETY SERVICES

EH&S Online Services & Training
Incident Inspection and Asset Management (iCertainty), Inspection Management (AuditPro), Learning Management System and Online EH&S Training Libraries, Online EH&S Training Libraries (Via Customer's LMS), Online Healthcare Compliance System (CRx),
Online Safety Training (Customer's LMS), Specialized Online Safety Training (OSHA 10/30, NFPA 70E), Online SDS Management System, Online Occupational Health Evaluations (Audio, Pulmonary, Respiratory).

EH&S Training – Instructor-LED/LIVE or Virtual
- Medical Gas Maintenance Personnel Certification Training (ASSE 6040)
- More than 30 Critical Topics: Electrical, BBP, Confined Space, Fire, Falls, HAZCOM, HAZMAT, LOTO and more
- RCRA Training – Solid and hazardous waste disposal
- Toolbox Talk Resources on Multiple Safety/EHS Critical Topics

		PROGRAM & PROCEDURE DEVELOPMENT Effective programs and procedures help ensure compliance and create a safe workplace for your employees. These programs are developed so that your business operations can be conducted safely, and are provided through online templates or custom on-site development • Arc Flash/Electrical Safety • Confined Space • Emergency Action Plans • Environmental Safety • Hazards • Food Safely • Inspection and Asset Management • Footwear/Benefit Management • Lockout/Tagout • Machine Guarding • Medical FirstAid • Online Safety Manager • SOS Management Some services require qualifying purchase. Additionally, due to various statutory and regulatory requirements, authorization to sell this service to some Government customers requires Grainger legal and compliance review. Please see attachment detailing Grainger's Value Add and Fee-Based Services in Additional Documents Zip. Sourcing Grainger's Sourcing Team procures Facility MRO, Industrial, and Building-Related Supplies and Equipment and services not found in the Grainger General Catalog. The Team leverages Grainger's buying power to provides customers with a total cost solution for infrequently ordered items via quick access to over 6,500 suppliers. Sourced products for Facility MRO include: CUSTOM KITTING CAPABILITIES Through a combination of supplier partners and Sourcing capabilities, Grainger North America provides agencies and departments with customized supply kits to assist with critical or essential departmental needs, mass casualty or disaster responses. Examples include shelter kits to prepare for disasters and deployment kits for first responders in preparation for an event. Grainger can also provide kitting for non-disaster circumstances. Grainger Kit Deployment Value County (NY) Road Maintenance Department - Spring 2019: To mitigate injuries and lost time, Grainger worked with the Sourcewell Member to assemble over 300 personal PPE kits for its crew members. Grainger identified and secured product samples with varying features and price points for the County's evaluation and selection. The Grainger Branch assembled the necessary boots, helmets and other items, inventoried the products, created individual kits inside a clear bag, labeled the bags with crew member names, and delivered to each of four garages. US Pandemic Assistance- 2020: Grainger and a supplier partner sourced product globally, air freighted in components, assembled and fulfilled requests for pandemic kits to each of the lower 48 states. The 50 million kits were distributed to States, Counties and local governments. Vaccination Support -2021: Working with a supplier partner, Grainger deployed drive-through testing and vaccination stations for multiple states and counties throughout the pandemic. The structures included a 2-lane inflatable drive through, ante room, and a 22x22 connected structure to house support staff and vaccine freezers. The units were packaged in trailers and pallet boxes based on customer preference. Afghanistan Refugee Support – 2021: To help support Afghan refugee relief efforts, Grainger and supplier partners quickly secured and assembled a hygiene kit with products including blankets, towels and washcloths. At its peak, 30,000 hygiene kits were provided to customers.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The following is a summary of current major subcategories in Grainger North America's Facility MRO, Industrial, and Building-Related Supplies and Equipment portfolio. In pursuing innovative and cost-effective products, Grainger frequently restructures product categories for clarity and product alignment. Grainger North America MRO Subcategories include:

		• Safety & Security: Arc Flash Protection, Asbestos Abatement, Confined Space Equipment, Emergency Eye Wash and Shower Equipment, Emergency Preparedness, Ergonomics, Eye Protection, Face Protection, Fall Protection, Firefighting Clothing and Accessories, Fire Protection, First Aid & Wound Care, Floor Mats, Footwear & Footwear Accessories, Gas Detection, Hand & Arm Protection, Head Protection, Hearing Protection, Lockout Tagout, Medical Supplies & Equipment, Noise Control, Portable Coolers and Beverages, Protective Clothing, Respiratory Protection, Safety Alarms and Warnings, Safety Storage, Signs & Facility Identification Products, Sorbents, Spill Control, and Spill Containment, Traffic Safety, Training, Water Safety, Workwear, Access Barriers and Crowd Control, Detectors, Scanners & Accessories, Door and Door Frames, Key Control & Identification, Locks, Mailboxes, Police & EMT Uniforms, Safes, Security Alarms and Warnings, Security Equipment Replacement Parts, Security Management and Law Enforcement, Security Seals, Self Defense, Two Way Radios and Police Scanners. • Lighting & Electrical: Ballasts & Drivers, Emergency & Exit Lighting, Flashlights, Hand & Portable Lamps, Job Site Lighting, Lamp & Light Bulb Disposal & Recycling, Light Bulbs & Lamps, Lighting Controls, Lighting Fixtures & Retrofit Kits, Lighting Replacement Parts, Outdoor Lighting, Task Lights, Conduit, Fittings & Strut Channel Framing, Electrical Boxes & Enclosures, Electrical Supplies, Extension Cords, Power Strips, & Cord Reels, Fuses, Circuit Breakers, & Safety Switches, Grounding Rods, Braids, and Connectors, Industrial Controls, Automation and Machine Safety, Motor Controls, Solar and Temporary Power, Transformers, UPS, & Power Supplies, Voice and Data, Wire and Cable Management, Wire, Cable & Cordsets. • Electronics, Appliances & Batteries: Appliances, Batteries & Battery Chargers, Communications, Electronic Equipment & Appliance Replacement Parts, Electronics, Intercoms & Speakers • Tools & Test Instruments: Hand Tools, Measuring & Layout Tools, Power Tools, Sockets & Bits, Tool Balancers, Retractors, and Accessories, Tool Storage, Tool Tethering & Dropped-Object Safety, Air Movement, Asphalt Testing, Automotive Testing, Combustion Testing, Concrete Testing, Data Recording, Electrical Power Testing, Electronic/Bench Testing, Indoor Air Quality, Nonelectrical Properties Testing, Pavement Quality, Pressure & Vacuum Measurement, Process Monitoring, Replacement Parts for Construction and Pavement Testing, Temperature and Environmental Measurement. • Cleaning & Janitorial: Cleaning & Janitorial Equipment & Replacement Parts, Cleaning Chemicals, Cleaning Supplies, Floor Cleaning Machines, Footwear Scrubbers and Sanitizers, Hand and Personal Care, Odor Control Chemicals & Supplies, Paper Product & Dispensers, Waste, Recycling, & Trash Supplies. • HVAC & Refrigeration: A/C Refrigeration & Supplies, Air Conditioners & Accessories, Air Filters, Air Treatment, Central Equipment, Cooling Fans, Fan Blades & Propellers, HVAC & Refrigeration Replacement Parts, HVAC Controls & Thermostats, HVAC Test Instruments, Heaters, Refrigeration Test Equipment, Ventilation Equipment. • Metalworking & Fabrication (Machining, Abrasives, & Welding): Clamping, Workholding & Positioning, Cutting Fluids & Coolant Systems, Drilling & Holemaking, Indexable Cutting Tools, Machine & Tool Maintenance, Machinery, Milling, Precision Measuring, Threading, Tool Blanks, Toolholding & Tooling, Turning, Boring, & Grooving, Abrasive Blasting, Abrasive Brushes and Wheel Kits, Abrasive Dressing Products, Abrasive Equipment Replacement Parts, Abrasive Rolls & Kits, Abrasive Sharpening Stones, Cut-Off and Grinding Wheels, Deburring, Flap Wheels, Mounted Points & Kits, Polishing, Sanding Belts & Kits, Sanding Discs and Kits, Sanding Hand Pads and Sponges, Sandpaper & Kits, Specialty Abrasives & Kits, Surface Conditioning Wheels, Tumblers & Media, Air Carbon Arc Cutting & Gouging, Arc Welding, Filler Metals, Fume Extractors & Accessories, Gas Equipment, Plasma Cutting, Plastic Welding, Soldering, Spot Welding, Stud Welding, Weld Cleaning, Welding Cable Grounds, and Accessories, Welding Chemicals, Welding Equipment Replacement Parts, Welding Safety Equipment, Welding Supplies, Welding Tables & Accessories. • Motors & Power Transmission: AC Motors, DC Motors, Motor Capacitors, Motor Drives & Speed Controls, Motor Maintenance & Accessories, Motor Mounting & Accessories, Motor Mounting Accessories, Motor Replacement Parts, Bearings, Belt & Chain Guides, Tensioners, & Tighteners, Belts & Pulleys, Brakes & Clutches, Bushings, Gearing, Gearmotors, Linear Motion, Power Transmission Equipment Replacement Parts, Roller Chains & Sprockets, Shaft Couplings, Collars and Universal Joints, Speed Reducers, Vibrators.	

		• Pneumatics & Hydraulics: Hydraulic Accumulators, Hydraulic Cylinders & Seals, Hydraulic Equipment Replacement Parts, Hydraulic Filtration, Hydraulic Fittings, Hydraulic Hose Sleeves, Hydraulic Motors, Hydraulic Oil Coolers, Hydraulic Power Tools, Hydraulic Power Units, Hydraulic Pumps, Hydraulic Rams & Tools, Hydraulic Tanks, Hydraulic Valves, Air Compressors, Vacuum Pumps, & Blowers, Cable Reels, Compressed Air Treatment, Pneumatic Equipment Replacement Parts, Pneumatic Motors, Pneumatic System Components, Pneumatic Tools, Pneumatic Tube Fittings, Pneumatic Valves, Vacuum System Components. • Material Handling: Access Ladders, Platforms, & Scaffolding, Dock Equipment, Lifting, Pulling & Positioning, Load Securing, Material Handling Replacement Parts, Scales and Scale Accessories, Storage & Workspace, Structural Framing Systems, Transporting. • Packaging & Shipping: Bags, Equipment, and Accessories, Carton Staples & Staplers, Edge & Corner Packaging Protection, Moving Blankets & Covers, Package Labels & Shipping Equipment, Packaging Tables & Accessories, Packaging Tapes, Dispensers & Machines, Pallets & Accessories, Protective Packaging, Shipping & Mailroom Scales, Shipping Boxes, Pads, and Tubes, Shipping Mailers & Envelopes, Shrink Wrap Films, & Equipment, Strapping, Stretch Wrap. • Tapes, Adhesives & Lubricants: Adhesive & Sealant Dispensing Equipment, Adhesive & Sealant Surface Preparation, Adhesives & Glues, Caulks, Sealants, & Fillers, Concrete and Asphalt, Potting Compounds & Protective Coatings, Putties, Tape, Threadlockers and Gasket Sealants, Anti-Seize Compounds, Fittings and Hose Systems, Grease Feeders and Precision Metering Pumps, Grease Guns, Greases, Lubricant Pumps, Lubricants & Penetrating Lubricants, Lubrication Equipment Replacement Parts, Lubricator Accessories, Mold Release Agents, Oilers Reservoirs, and Sprayers, Oils, Storage & Dispensing Systems. • Fleet & Vehicle Maintenance: Auto Body Repair, Brakes Tires, & Wheels Maintenance, Fleet & Vehicle Maintenance Replacement Parts, Storage, Lifting, Moving, and Protection, Towing & Trailer Equipment, Vehicle Accessories, Vehicle Cleaning Supplies, Vehicle Diagnostics & Inspection, Vehicle Electrical & Battery Power Maintenance, Vehicle Engine, Radiator, & Exhaust Maintenance, Vehicle Heating & Cooling, Vehicle Lighting, Vehicle Lubricants, Vehicle Specialty Tools, Vehicle Steering & Suspension, Vehicle Windshield Maintenance. • Lab, Office, & Hospitality Supplies: Flooring, Food Service and Food Processing, Furniture, Furniture, Hospitality & Food Service Equipment Replacement Parts, Hospitality, Sports & Recreational Equipment, Audio Visual Equipment, Binders & Clipboards, Boards & Easels, Business Cases, Calendars & Planners, Clips, Push Pins, and Rubber Bands, Clock and Time Clock Systems, Computer Supplies & Media, Document Covers, Displays, and Frames, File Folders and Boxes, Flags, Flag Poles, and Accessories, Ink Stamps & Ink Pads, Ink and Toner Cartridges, Laminating and Binding Equipment, Office Cleaners, Office Equipment Replacement Parts, Office Machines & Equipment, Office Organizers, Office Paper & Notebooks, Paper Shredders, Paper Cutters, and Paper Folding Machines, Retail Supplies, Staplers, Tape Dispensers, and Hole Punches, Transparent Office Tape, Writing & Correction, Books & Books Supplies, Classroom Supplies, Decoration, Incentive, Toys, Agricultural Testing, Chromatography, Lab Chemicals, Lab Consumables, Lab Diagnostics, Lab Education & Training, Lab Equipment, Lab Filtration, Lab Fume Hoods and Accessories, Lab Furniture, Lab Instruments, Lab Ovens, Heating and Refrigeration, Lab Storage and Transport, Lab Supply Equipment Replacement Parts, Lab Utensils, Labware, Material Testing Equipment, Microbiology and Molecular Biology Supplies, Particle Sizing, Physical Test Equipment and Accessories, Soil Testing, Water Quality and Purification, Water Testing Equipment and Meters. • Pipes, Hose, Tube, & Fittings: Hose Products, Pipe Products, Tube Products. • Plumbing & Pumps: Bathroom Hardware, Bathtubs, Showers, & Repair Parts, Ceiling Tiles & Accessories, Drains & Drainage, Drinking Fountains, Bottle Fillers, & Water Dispensers, Faucets, Fixtures, Garbage Disposals and Accessories, Gas and Water Line Connectors, Gaskets, Insulation, Liquid Level Gauges and Sight Indicators, Pipe, Tubing and Fittings, Plumbing Hoses, Plumbing Replacement Parts, Plumbing Valves, Sinks, Wash Fountains, & Repair Parts, Toilets, Urinals, and Repair Parts, Water Filtration & Purification Systems, Water Heaters, Water Softeners & Softening Salt, Aeration, Centrifugal Pumps, Chemical Pumps, Circulating Pumps, Flanges, Unions, & Controls, Condensate Pumps & Pan Switches, Condensate Return & Boiler Feed Systems, Coolant Pumps, Diaphragm Pumps, Drum Pumps, Electronics Cooling, Filtration, Flexible Impeller Pumps, Fuel and Oil Transfer Pumps, Machine Tool and Parts Washer Pumps, Marine Pumps, Plunger, Progressive Cavity & Roller Spray Pumps, Pool and Spa Pumps, Pump Accessories, Pump Controls, Pump Replacement Parts, Rotary Pumps, Sump,	*	

		Sewage, & Utility Pumps, Test Pumps, Well Pumps & Systems. • Fasteners, Hardware, & Raw Materials: Anchors, Bolts, Fastener Assortments, Hardware, Hooks, Key Stock, Lanyards, Manuals, Measuring Equipment, Nails, Nuts, Pins, Retaining Rings, Rivets, Safety Lockwire, Screws, Shim and Shim Stock, Socket Screws and Set Screws, Spacers and Standoffs, Staples, Thread Insert, Threaded Rods & Studs, Washers, Braces and Brackets, Door Hardware, Door Hardware Replacement Parts, Drawer and Cabinet Hardware, Garage Door Openers, Hardware Supplies, Hook and Loop Fasteners, Hooks, Magnets and Magnetic Strips, Mounts and Vibration Control, O-Rings & O-Ring Kits, Rubber Edge Trim Seals, Rubber Edging, Springs, Tarps & Tarp Accessories, Wall and Hand Rail Hardware, Window Hardware, Alloy Steel, Aluminum, Assortments, Brass, Bronze, Carbon Steel, Cast Iron, Ceramic, Copper, Cork, Fabrics, Felt, Fiberglass, Foam, Graphite, Plastics, Rubber, Stainless Steel, Tin, Titanium, Tool Steel, Wire Cloth. • Building & Ground Maintenance: Camping Equipment, Concrete Mixing & Preparation, Crop, Nursery, and Landscaping, Cutting & Pruning Tools, Electrical Generators, Engines, Fencing and Fencing Hardware, Forestry, Hoses and Sprinkler Systems, Insect and Pest Control, Lawn Mower Attachments, Lawn Mowers & Equipment, Outdoor Equipment Replacement Parts, Power Brushes, Yard Vacuums and Leaf Blowers, Pressure Washers and Steam Cleaners, Rakes and Cultivating Tools, Shovels, Tampers and Digging Tools, Snow and Ice Removal, Soil Treatment and Weed Control, Sprayers and Spreaders, Temporary Outdoor Structures, and Accessories, Water Diversion & Erosion Control, Wheelbarrows and Wheelbarrow Accessories, Automotive Paints and Coatings, Exterior Paints & Stains, Floor & Multi Surface Coatings, Interior Paints & Stains, Paint & Coating Applicators, Paint Booths & Accessories, Paint Mixers, Shakers, and Accessories, Paint Sprayers & Accessories, Paint Thinners, Removers, and Cleaners, Paint Trays & Buckets, Paint and Wallpaper Tools, Painting Equipment Replacement Parts, Rook & Leak Coatings, Specialized Paints & Coatings, Spray Paints & Primers, Striping & Marking Paints & Chalks, Surface Protection & Dust Barriers.	

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Facility MRO	(•) Yes ( ) No	North America Grainger provides a comprehensive product and service offering addressing this category.	*
72	Industrial supplies or building materials	(•) Yes ( ) No	North America Grainger provides a comprehensive product and service offering addressing this category.	*
73	Electric, mechanical, fluid, or pneumatic power transmission	(•) Yes ( ) No	North America Grainger provides a comprehensive product and service offering addressing this category.	*
74	Electrical service or lighting	(•) Yes ( ) No	North America Grainger provides a comprehensive product and service offering addressing this category.	*
75	Plumbing or waterworks	(•) Yes ( ) No	North America Grainger provides a comprehensive product and service offering addressing this category.	
76	Services related to the offering of the solutions in Lines 71-75 above	(•) Yes ( ) No	North America Grainger provides a comprehensive service offering addressing categories referenced in Lines 71-75.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Pricing-091422.zip - Tuesday September 13, 2022 10:49:00
- Financial Strength and Stability - Financial Strength.zip - Tuesday September 13, 2022 09:02:00
- Marketing Plan/Samples - Marketing Plan.zip - Tuesday September 13, 2022 09:02:38
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Table 9_Q46 Sourcewell Grainger Warranty .pdf - Tuesday September 13, 2022 09:02:51
- Standard Transaction Document Samples - Standard Transaction Documents.zip - Tuesday September 13, 2022 09:03:01
- Upload Additional Document - Additional Documents.zip - Tuesday September 13, 2022 09:03:12

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Allison Darling, Senior National Government Sales Manager, W.W. Grainger, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Facility_MRO_Supplies_RFP_091422 Wed August 24 2022 02:50 PM	☑	1
Addendum_4_Facility_MRO_Supplies_RFP_091422 Wed August 17 2022 02:11 PM	☑	2
Addendum_3_Facility_MRO_Supplies_RFP_091422 Mon August 1 2022 09:35 AM	☑	1
Addendum_2_Facility_MRO_Supplies_RFP_091422 Fri July 29 2022 03:22 PM	☑	2
Addendum_1_Facility_MRO_Supplies_RFP_091422 Thu July 28 2022 04:35 PM	☑	1

The New York State Contract Reporter
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NYS' official source of contracting opportunities
Bringing business and government together

This document printed
Wednesday, 07/27/2022

Contracting Opportunity

Title: Facility MRO, Industrial, and Building-Related Supplies and Equipment
Agency: Sourcewell
Division: Procurement Department
Contract Number: 091422
Contract Term: 4 years, with potential 1 year extension
Date of Issue: 07/27/2022
Due Date/Time: 09/14/2022 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Facilities, Maintenance, Repair & Building Operations - ***Commodities***
Opportunity Type: General
Entered By: Chris Robinson
Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facility MRO, Industrial, and Building-Related Supplies and Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proporta l.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Fastenal Company

Grainger

Motion Industries

NAPA

WESCO

Contact Information

Primary contact:
Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact:
Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

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AFFIDAVIT OF PUBLICATION

MAKE IT OFFICIAL DJC PUBLIC NOTICE

DJC OREGON

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(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FACILITY MRO, INDUSTRIAL, AND BUILDING-RELATED SUPPLIES AND EQUIPMENT
Sourcewell; Bid Location Staples, MN, Todd County; Due 09/14/2022 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

7/29/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **29th** DAY OF **July, 2022**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
MY COMMISSION EXPIRES NOVEMBER 05, 2022

SOURCEWELL
FACILITY MRO, INDUSTRIAL, AND BUILDING-RELATED SUPPLIES AND EQUIPMENT
Proposals due 4:30 pm, September 14, 2022
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facility MRO, Industrial, and Building-Related Supplies and Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Jul. 29, 2022. 12141931

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12141931
Client Reference No:

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Sourcewell
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

07/29/2022, 08/05/2022

and that the fees charged are legal.
Sworn to and subscribed before on 08/05/2022

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Facility MRO, Industrial, and Building-Related Supplies and Equipment** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov].

Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Legal Clerk

Notary, State of WI, County of Brown 7/27/25

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Notary Public
State of Wisconsin

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Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	295607	Print Legal Ad - IPL0083015		$132.13	1	18 L

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Facility MRO, Industrial, and Building-Related Supplies and Equipment** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0083015
Jul 27 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 07/27/2022

Ending Issue of: 07/27/2022

Tara Pennington

Sworn to and subscribed before me this 27th day of July in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County

STEFANI SCOTT BEARD
My Notary ID # 131768951
Expires October 23, 2022

Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Brittney Griner testifies her rights were not explained during arrest

Vladimir Isachenkov
The Associated Press

KHIMKI, Russia – American basketball star Brittney Griner testified at her drug possession trial that an interpreter translated only a fraction of what was being said while she was detained at Moscow's airport in February and that officials told her to sign documents, but "no one explained any of it to me."

The testimony by Griner came on the same day that U.S. Secretary of State Antony Blinken said Washington has offered a deal to Russia aimed at bringing home the WNBA star and another jailed American, Paul Whelan, in a sharp reversal of previous policy. Details of the proposal were not announced but Moscow has for years expressed interest in the release of Viktor Bout, a Russian arms dealer who is serving 25 years in prison on charges he schemed to illegally sell millions of dollars in weapons.

Griner, testifying for the first time in her trial, also said that besides the poor translation at the airport, she received no explanation of her rights or access to a lawyer during the initial hours of her detention. She said she used a translation app on her phone to communicate with a customs officer.

Griner has been held since mid-February after police said they found vape cartridges containing cannabis oil in her luggage. She has pleaded guilty to the charges but says she had no criminal intent in bringing them into the country and packed in haste for her return to play in a Russian basketball league during the WNBA's offseason.

At one point in her testimony, her tone turned emotional as she said she has always followed the rules and tried to never let down her team.

"My career is my whole life," she said. "I dedicated everything – time, my body, time away from my family. I spent six months out of the year away from everybody, and with a huge time difference."

Her arrest came at a time of heightened tensions between Moscow and Washington ahead of Russia sending troops into Ukraine later that month. The slow-moving trial and Griner's five months of detention have raised strong criticism among teammates and supporters in the United States, which has formally declared her to be "wrongfully detained" – a designation sharply rejected by Russian officials.

Griner, 31, faces up to 10 years in prison if convicted. Trials in Russia proceed even after a guilty plea, and there has been speculation her admission was a bid to move the legal process along in hopes of a possible prisoner swap.

At the start of Wednesday's session, Griner's lawyers asked that she be allowed to testify outside the cage that is standard for defendants in Russian courts, arguing it was too small for the 6-foot-9 athlete to testify while standing. The judge denied the request but allowed her to speak while seated.

During her testimony, the Phoenix Mercury standout and two-time Olympic gold medalist described making a grueling 13-hour flight to Moscow from Arizona while recovering from a bout of COVID-19. Griner said she still does not know how the cannabis oil ended up in her luggage but explained she had a doctor's recommendation for using it to address chronic pain from her sports injuries.

"I still don't understand to this day how they ended up in my bags," she said, adding she was aware of the Russian law outlawing cannabis oil and that she had not intended to break it.

"I didn't have any intent to use or keep in my possession any substance that is prohibited in Russia," Griner said, adding that she understood the charges against her.

"With them being accidentally in my bags, I take responsibility, but I did not intend to smuggle or plan to smuggle anything into Russia," she said.

She recalled being pulled aside at Moscow's Sheremetyevo Airport on Feb. 17 after inspectors found the cartridges.

Along with an interpreter who provided only a bare-bones translation, Griner said she received neither an explanation of her rights nor quick access to her lawyer, but instead was presented with some papers.

Griner described other instances of language confusion when an interpreter struggled to properly translate the accusations against her during a meeting with a detective.

The next trial session was set for Aug. 2.

Swap

Continued from Page 1C


Griner

for the sixth time since her trial began July 1. She's been detained on drug charges for carrying vape cartridges containing marijuana while traveling to the country on Feb. 17. Her detention in Russia, regardless of a verdict, has been authorized until Dec. 20. Whelan has been in custody since 2018 and is serving a 16-year sentence on espionage charges the U.S. disputes.

Griner testified for the first time Wednesday, and John Kirby, the White House national security spokesman, signaled it was an appropriate time to share their efforts. "No decision to talk about these issues are made lightly," Kirby said. "We think through every step so carefully. I can promise you this decision to talk about it was made in the same vein and in the context of what's going on in both cases."

The government tried to contact both families in advance of Blinken's news conference, Kirby said. Details remain scarce, he said, because the U.S. doesn't want to negotiate in public but wanted Americans and the world to know it was being addressed.

David Whelan, the brother of Paul Whelan, told USA TODAY: "We're grateful that the Biden administration is looking for ways to bring Paul home."

Bout was handed a 25-year sentence in 2012 for conspiring to sell weapons to people who planned to kill Americans.

Contributing: USA TODAY's Lindsay Schnell; The Associated Press

NFL

Continued from Page 3C

though if he can't at least replicate his rookie heroics, this group might get exploited. Drawing matchups with the AFC South and NFC North could really benefit Dallas, which may have to recover from an opening homestand featuring the Bucs and Bengals.

Washington Commanders (7-10): They've won seven games in both of HC Ron Rivera's seasons, and that again seems a likely bench mark. DE Chase Young, arguably their best player, might not be ready to start the season as he recovers from ACL reconstruction. QB Carson Wentz, almost inarguably their most important player, is a wild card at this point despite the organization's panicked move to obtain him. Factor in the pall that continues to shade the owner's suite, and it becomes pretty apparent Rivera will have to muster another coach of the year effort to galvanize this group. Doesn't help having your bye in Week 14.

New York Giants (5-12): They have won 22 games since 2017, tied with the crosstown Jets for the league's fewest over that stretch, and probably have even more concerns heading into this season. If first-year coach Brian Daboll can't unlock the talents of QB Daniel Jones, who's in a walk year after a fifth-year option was declined, good bet the G-Men fall behind their Gotham rivals.

NFC North

(3) Green Bay Packers (11-6): Sometimes less is more, but the defection of Adams suggests this team will have to reinvent itself – at least offensively – and may struggle to provide HC Matt LaFleur's fourth consecutive 13-win regular season. Yet, just maybe, learning to rely more heavily on a promising defense and the backfield tandem of RBs Aaron Jones and AJ Dillon – while QB Aaron Rodgers recalibrates himself to a receiving group that lacks an obvious alpha – might just produce a less predictable team, and one that's ultimately better geared for an extended run in January amid Wisconsin's capricious winters. However the Pack could get hot late given the schedule only serves up one 2021 playoff team after November.

Detroit Lions (8-9): They played .500 football over the final six weeks of last season after going winless during the first 11 games. The culture seems to be established even if a building talent quotient probably still isn't quite ready to challenge for a wild card.

Minnesota Vikings (8-9): The talent quotient looks pretty darn good for a team that's frankly underachieved in recent seasons. But the culture is in its nascent stages as rookie shot callers Kwesi Adofo-Mensah (GM) and Kevin O'Connell (HC) relaunch the program. Still, O'Connell's preexisting ties to Kirk Cousins – he was the quarterback's position coach in Washington in 2017 – might provide a running start.

Chicago Bears (4-13): Hard to figure why a team amid an obvious reset didn't appear to do more to facilitate the progression of second-year QB Justin Fields, whether hiring more established offensive coaches or bolstering the offensive line or playmakers. Little doubt rookie coach Matt Eberflus will get Fields and Co. to play hard … yet hard to find many wins on this schedule.

NFC South

(1) Tampa Bay Buccaneers (13-4): Assuming QB Tom Brady is healthy, it's safe to pencil the Bucs in for at least 12 victories based on his track record over the past dozen years – and that includes a 24-9 regular-season mark since coming to Tampa in 2020. TB12 has to adjust to life without TE Rob Gronkowski – apparently – has two new guards in front of him (though ex-Pats teammate Shaq Mason is hardly unfamiliar), must play a home game in Munich in Week 10 and has last season's version of the final four (Bengals, Chiefs, Rams, 49ers) on the non-divisional slate. Regardless, you betting against him to win the NFC South at minimum? I foresee obtainment of the NFC's home field with new No. 3 WR Russell Gage (138 receptions since 2020) playing a prominent role.

(7) New Orleans Saints (9-8): The tiebreaking formula relegated last season's 9-8 team a non-playoff qualifier. It wouldn't have mattered had QB Jameis Winston (knee) been available for more than seven games (5-2 record). Winston was playing the most efficient football of his NFL career in 2021 before going down – albeit with since-departed HC Sean Payton and RB Alvin Kamara, who could face a stiff suspension in 2022 given his involvement in a fracas at last season's Pro Bowl. Still, the Saints should be well balanced by their top-notch defense, and Winston should have no shortage of weapons given the arrival of WRs Jarvis Landry and Chris Olave, a first-round pick, to say nothing of Michael Thomas' return. And remember this: New Orleans has seven straight regular-season wins against the Bucs.

Carolina Panthers (7-10): Did you know they owned the NFC's top-ranked defense in 2021? Do you recall they were 4-3 with RB Christian McCaffrey last year, but 1-11 without him? And don't forget 2021 first-round CB Jaycee Horn was limited to three games by a foot injury. No telling how this summer's quarterback battle between Baker Mayfield and Sam Darnold pans out – or even how much it ultimately matters given both are in contract years. Bottom line: Good luck handicapping this team … though starting against three non-playoff teams from 2021 could mean a 3-0 start to match last year's.

Atlanta Falcons (2-15): Coach Arthur Smith and his staff squeezed seven wins out of a club that was outscored by 146 points in 2021. Hard to envision anything close to a repeat performance sans steady Ryan.

NFC West

(2) Los Angeles Rams (12-5): No champ has pulled off a Super Bowl repeat in 18 years. The Rams should at least be prohibitive divisional favorites given the varying degrees of upheaval the other three teams are coping with. But LA walked quite a tightrope in last season's playoffs, winning each of the last three games by three points – and that was with the likes of Miller and still-unsigned WR Odell Beckham Jr. The Rams also must survive the league's toughest schedule based on opponents' 2021 winning percentage (.567).

(5) San Francisco 49ers (10-7): New QB1 Trey Lance was solid in spot duty as a rookie last year, and he'll launch his Niners tenure by facing five non-playoff clubs from last season in the first six weeks. He's bound to make mistakes Jimmy Garoppolo probably wouldn't, but Lance should also provide big plays Jimmy G. too rarely executes. Ought to be plenty good enough for a team that's actually reliant on defense and the run game.

Arizona Cardinals (7-10): A team becoming known for starting fast and finishing flat draws the Chiefs, Raiders and Rams in September – a stretch that will cover half of WR DeAndre Hopkins' six-game suspension. Even the perennial Pro Bowler's scheduled return is suboptimal, the Cards' Week 7 matchup with New Orleans occurring on a Thursday. Arizona will face five 2021 playoff opponents over the final eight games, the Chargers and Broncos also part of that gantlet. QB Kyler Murray will need to study more than four hours a week to get back to the postseason.

Seattle Seahawks (5-12): Expect recommittal to highly competitive practices, staunch defense and a relentless run game as Pete Carroll and Co. reboot following the exits of Wilson and defensive captain Bobby Wagner. Seattle went 7-9 the year before that dynamic duo arrived in 2012, however RB Marshawn Lynch was already in the Pacific Northwest along with a rising Legion of Boom. Little evidence Carroll has that kind of young bedrock in place now.

MARKETPLACE TODAY

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For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Facility MRO, Industrial, and Building-Related Supplies and Equipment** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov.**

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than September 14, 2022, at 4:30pm Central Time, and late proposals will not be considered.

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Alberta Purchasing Connection

Alberta Government

Opportunity Notice

Facility MRO, Industrial, and Building-Related Supplies and Equipment

Category: Goods

This opportunity is now **closed**.

View Bid Package

View Interested Vendors (Bidders)

Opportunity Information

Organization:	Canoe Procurement Group of Canada
Organization Address:	
Reference Number:	AB-2022-04754
Solicitation Number:	AB-2022-04754
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	07/27/2022 03:00:00 PM Alberta Time
Closing (MM/dd/yyyy):	09/14/2022 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy):	07/27/2022 02:35:14 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:
N4240G: Respirators, Air Filtering and Components
N5120AAY: Shop Tools, N.E.S.
N5130AB: Wheels, Abrasive and Buffing for Hand Power Tools
N4240: Safety and Rescue Equipment
N8415XF: CLOTHING, SAFETY, DISPOSABLE (NON-MEDICAL), FOR REMOVAL OF ASBESTOS
N5130: Hand Tools, Power-Driven
N4240P: Safety Equipment, N.E.S.
N5340: Hardware, Commercial
N5340A: General Hardware
N8040: Adhesives
N5130C: Electric Portable Tools, All Types
N6850BA: CLEANING COMPOUND, SOLVENT GAMLEN 26
N5350: Abrasive Materials
N6530RA: RESPIRATOR
N8415XA: CLOTHING, SAFETY
N3030: Belting, Drive Belts and Accessories
N8415XB: GLOVES, SAFETY
N4210H: Extinguisher, Fire and Recharges, Except Marine, Armoured Fighting Vehicles and Aircraft
N6130: Converters, Electrical, Nonrotating
N4940: Maintenance and Repair Shop Specialized Equipment, Miscellaneous
N3990: Materials Handling Equipment, Miscellaneous

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Sourcewell
Formerly NJPA

Bid RFP #091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment

Bid Type **RFP**

Bid Number **091422**

Title **Facility MRO, Industrial, and Building-Related Supplies and Equipment**

Expected Start Date **Jul 26, 2022 12:00:00 AM CDT**

Expected End Date **Sep 14, 2022 4:30:00 PM CDT**

Agency **Sourcewell**

Bid Contact **Chris Robinson**
(218) 895-4168
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Questions
0 Questions
0 Unanswered
[View Questions]

Edit Bid
[Edit]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facility MRO, Industrial, and Building-Related Supplies and Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date **Aug 17, 2022 10:00:00 AM CDT**

Location **Online Conference**

Notes **Login information will be emailed two business days prior to the event.**

Documents

No Documents for this bid

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Sourcewell

View Details

Click here to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 091422
Bid Name:	Facility MRO, Industrial, and Building-Related Supplies and Equipment
Bid Status:	**Open**
Bid Closing Date:	Wed Sep 14, 2022 4:30:00 PM (CDT)
Question Deadline:	Tue Sep 6, 2022 4:30:00 PM (CDT)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Facility MRO, Industrial, and Building-Related Supplies and Equipment** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **September 14, 2022, at 4:30 p.m. Central Time**, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

Submit a Question | Register for this Bid | Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Wednesday August 17, 2022 10:00 AM (CDT)	No	

Manage Carol.Jackson@sourcewell-mn.gov Subscription active (expires 2022/12/14) Edit
Content

OPEN

Facility MRO, Industrial, and Building-Related Supplies and Equipment

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facility MRO, Industrial, and Building-Related Supplies and Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

> Pre-Proposal Conference:
> **August 17, 2022 at 10:00 am CDT**
>
> Proposals Due:
> **September 14, 2022 at 4:30 pm CDT**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal

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Bidding

Type 1 Bid Notice Only

Publish /Verify Contents

Save as Template

Solicitation Setting

✔ Invite Bidders	No
✔ Evaluate Response online	No
✔ Internal Approval	No
✔ Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	091422
Solicitation Name	Facility MRO, Industrial, and Building-Related Supplies and Equipment	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	091422 Facility MRO

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	$1,600,000,000.00
Publish Date	07/26/2022	Closing Date & Time	09/14/2022 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Construction	
Electrical Supplies/ Services	Electrical Engineering, Services And Supplies, Maintenance./Repairs Of Generators, Lighting Fixtures, Fabricated Steel Crossarms (Poles), Pedestrian lights etc.
Heating/Plumbing/ Mechanical Supplies/ Services	Mechanical Engineering, Plumbing Fixtures, Pipe, Valves And Fittings, Pumps And Tanks, Water Coolers, Water Heaters, Leak Detection, HVAC, Refrigerant, Hydronics, Unit Heaters, Zone Systems, Evaporative Coolers, Portable Spot Coolers, Ductless Split Systems, Duct Cleaning, Instrumentation And Related Accessories, Refrigeration Systems, Elevators
Roofing Supplies/ Services	Roofing Projects, Shingles, Aluminum Siding
Water Treatment/ Plants	Water Treatment Plants, Purification, Monitoring/ Equipment/ Supplies, Inspection, Maintenance, Water Measuring Devices, Dams, Water Quality, Water Treatment Services/supplies , etc



Solicitation Overview

Sourcewell
Formerly NJPA

Facility MRO, Industrial, and Building-Related Supplies and Equipment

091422

Closing Date: 09/14/2022 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, **is requesting proposals for Facility MRO, Industrial, and Building-Related Supplies and Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2022, at 4:30 p.m. Central Time, and l**ate proposals will not be considered.

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Notice

Basic Information

Estimated Contract Value (CAD)	$1,600,000,000.00 (Not shown to suppliers)
Reference Number	0000228957
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	091422
Title	Facility MRO, Industrial, and Building-Related Supplies and Equipment
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Duration:4 years
Description	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facility MRO, Industrial, and Building-Related Supplies and Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2022/07/26 10:17:39 AM EDT
Question Acceptance Deadline	2022/09/06 05:30:00 PM EDT
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2022/09/14 05:30:00 PM EDT
Prebid Conference	2022/08/17 11:00:00 AM EDT

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2022/08/17 11:00:00 AM EDT
Location	Online Conference
Event Note	Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	In attached document
Pricing	In attached document

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)	
S	**Services** Services
M	**Operation of Government-Owned Facilities** Operation of Government-Owned Facilities
M	**Operation of Government Owned Facilities** OPERATION OF GOVERNMENT-OWNED FACILITIES BUILDINGS
MERX Category (1)	
N	**Services** Services
N9	**Maintenance, Repair, Modification, Rebuilding and Installation of Goods/Equipment** Maint, Repair, Modification, Rebuilding & Installation
UNSPSC Categories (16)	
72000000	**Building and Construction and Maintenance Services**
72100000	**Building construction and support and maintenance and repair services**
72101500	**Building support services**
72101600	**Roofing and siding and sheet metal work**
72101700	**Concrete work**
72101800	**Exterior cleaning**
72101900	**Interior finishing**
72102000	**Coating and caulking and weather and water and fireproofing**
72102100	**Pest control**
72102200	**Electrical services**
72102300	**Plumbing and heating and air conditioning**
72102400	**Painting and paper hanging**
72102500	**Masonry and stonework and tile setting**
72102600	**Carpentry**
72102700	**Flooring service**
72102800	**Refurbishing services**
72102900	**Grounds maintenance services**
72103000	**Site preparation services**

DocuSign Envelope ID: 689F4984-9F12-41A1-A98D-5DB88715F94F

Proposal Opening Record

Date of opening: September 14, 2022

Sourcewell posted Request for Proposal #091422, for the procurement of Facility MRO, Industrial, and Building-Related Supplies and Equipment, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, July 26, 2022, and the solicitation remained in an open status within the portal until September 14, 2022, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on September 14, 2022, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #091422 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

1Source Holdings, LLC dba 1st Source Business Supplies - Submitted 9/14/22 at 11:56:07 AM
ABCO Industries, Incorporated - Submitted 9/13/22 at 1:11:58 PM
ATEK Distribution, LLC - Submitted 9/14/22 at 8:46:52 AM
Best Plumbing Specialties, Inc. - Submitted 9/08/22 at 2:11:56 PM
CONTINENTAL HARDWARE, INC. - Submitted 8/25/22 at 6:35:40 AM
Fastenal Company - Submitted 9/13/22 at 6:18:03 PM
Global Equipment Company, Inc. and Avenue Industrial Supply Co., Ltd. - Submitted 9/14/22 at 1:35:18 PM
HBM Group, Inc. (AMERICAN SURGLINE, LLC, American subsidiary of HBM Group, Inc.) - Submitted 9/13/22 at 12:48:39 PM
Hi-Line Electric Co., Inc. - Submitted 8/29/22 at 12:05:11 PM
Hilti, Inc. - Submitted 9/14/22 at 2:54:04 PM
Kohler Co. - Submitted 9/14/22 at 8:56:11 AM
Lawson Products, Inc. - Submitted 9/13/22 at 2:25:30 PM
Motion Industries, Inc. - Submitted 9/13/22 at 5:17:35 PM
Sid Tool Co. dba MSC Industrial Supply Co. - Submitted 9/14/22 at 2:26:01 PM
Sloan Security Group, Inc. - Submitted 9/14/22 at 3:11:05 PM
supplyFORCE, LLC - Submitted 9/13/22 at 7:49:44 PM
W.W. Grainger - Submitted 9/13/22 at 10:59:56 AM
WESCO Distribution, Inc. - Submitted 9/13/22 at 9:08:41 AM
White Cap, LP - Submitted 9/09/22 at 9:06:34 AM
Winzer Corporation (Franchise Company FastServ and A-1) - Submitted 9/13/22 at 12:39:39 PM

DocuSign Envelope ID: 689F4984-9F12-41A1-A98D-5DB88715F94F

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on September 14, 2022, at 4:31:42 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Kim Austin
6830543C58384D1...

Kim Austin, MBA, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst

RFP #091422
REQUEST FOR PROPOSALS
for
Facility MRO, Industrial, and Building-Related Supplies and Equipment

Proposal Due Date: September 14, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facility MRO, Industrial, and Building-Related Supplies and Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	July 26, 2022
Pre-proposal Conference:	August 17, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	September 6, 2022, 4:30 p.m., Central Time
Proposal Due Date:	**September 14, 2022**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 14, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Facility MRO, Industrial, and Building-Related Supplies and Equipment, construed to consist of supplies, equipment, tools, and accessories (including related services), designed or used for facility or building-related maintenance, repair, or operations, of the following types:

a. Facility MRO;
b. Industrial supplies or building materials;
c. Electric, mechanical, fluid, or pneumatic power transmission;
d. Electrical service or lighting;
e. Plumbing or waterworks; and,
f. Services related to the offering of the solutions in subsections 1. a. – e. above.

2. The focus of this solicitation is on Facility MRO, Industrial, and Building-Related Supplies and Equipment. This solicitation should NOT be construed to include construction, repair, or maintenance services-only solutions. A proposal for "services-only" is excluded from the scope of this solicitation.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Electrical Energy Power Generation with Related Parts, Supplies, And Services (RFP #120617);
b. Trailers with Related Equipment, Accessories, and Services (RFP #121918);
c. Sports Lighting with Related Supplies and Services (RFP #071619);
d. Flooring Materials, with Related Supplies and Services (RFP #080819);
e. Paint with Related Supplies, Equipment, and Services (RFP #121219);
f. Office Supply Catalog Solutions (RFP #012320);
g. Vehicle Lifts, with Garage and Fleet Maintenance Equipment (RFP #013020);
h. Forklifts and Lift Trucks with Related Services (RFP #091520);
i. Janitorial Supplies and Equipment with Related Services (RFP #101320);
j. OEM Automotive Parts and Supplies (RFP #101520);
k. Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions (RFP #110520);
l. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421);
m. Aftermarket Vehicle Parts and Supplies (RFP #032521);
n. HVAC Systems and Related Services (RFP #070121); and,
o. Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions (RFP #080922).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an option to offer up to two one-year extensions based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $400 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict

Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

7/28/2022

Addendum No. 1
Solicitation Number: RFP 091422
Solicitation Name: Facility MRO, Industrial, and Building-Related Supplies and Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will you accept a link to our website for products and pricing in lieu of submitting a catalog?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best articulate its offering of equipment, products, and services, and the pricing proposal aligned with its business methods, and satisfying all requirements of the RFP. Proposals will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 091422 posted to the Sourcewell Procurement Portal on 7/28/2022, is required at the time of proposal submittal.

7/29/2022

Addendum No. 2
Solicitation Number: RFP 091422
Solicitation Name: Facility MRO, Industrial, and Building-Related Supplies and Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a list of items to quote with quantities and equivalents that are accepted?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A proposer can propose its entire line of equipment, products, and services falling within the scope of the RFP. Section II. B. of the RFP addresses the Requested Equipment, Products, or Services for this solicitation.

Question 2:

How long is the awarded contract?

Answer 2:

Refer to RFP Section II. D. – Anticipated Contract Term for information on the term of the contract.

Question 3:

Do you expect firm pricing? If yes, for how long?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of

RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Refer also to the Sourcewell contract template, Section 4 – Product and Pricing Change Requests, for additional detail on the process by which an awarded supplier may request a pricing modification during the contract term.

End of Addendum

Acknowledgement of this Addendum to RFP 091422 posted to the Sourcewell Procurement Portal on 7/29/2022, is required at the time of proposal submittal.

8/01/2022

Addendum No. 3
Solicitation Number: RFP 091422
Solicitation Name: Facility MRO, Industrial, and Building-Related Supplies and Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a current contract for Facility MRO, Industrial, and Building-Related Supplies and Equipment? If so, how can I review?

Answer 1:

Currently active contracts offering similar solutions were awarded under Sourcewell RFP #121218. Sourcewell maintains a list of current contract awards on the "Suppliers & Contracts" page of the Sourcewell website [https://www.sourcewell-mn.gov/contract-search]. By using the search function, with the 6-digit RFP number, a list of awarded contract suppliers and documentation can be displayed.

End of Addendum

Acknowledgement of this Addendum to RFP 091422 posted to the Sourcewell Procurement Portal on 8/01/2022, is required at the time of proposal submittal.

8/17/2022

Addendum No. 4
Solicitation Number: RFP 091422
Solicitation Name: Facility MRO, Industrial, and Building-Related Supplies and Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How many contracts will be awarded?

Answer 1:

Refer to RFP Section VI. A. – Evaluation. It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. The factors used by Sourcewell in the award determination are set forth in the RFP.

Question 2:

The RFP says this solicitation does not include equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell, then lists several existing contracts. Are those all of the categories that are excluded or just a representative sample of excluded categories?

Answer 2:

RFP Section II. B. 3 is a comprehensive list of currently maintained contract categories that are not included in RFP #091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment.

End of Addendum

Acknowledgement of this Addendum to RFP 091422 posted to the Sourcewell Procurement Portal on 8/17/2022, is required at the time of proposal submittal.

8/24/2022

Addendum No. 5
Solicitation Number: RFP 091422
Solicitation Name: Facility MRO, Industrial, and Building-Related Supplies and Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Section II Solicitation Details B.3., provides a list of equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell that are not included in the solicitation. MRO is a very broad category, encompassing numerous and varied product lines. Will Sourcewell consider amending this RFP to allow for a full catalog contract offering, for evaluation and award purposes?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. Those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 091422 posted to the Sourcewell Procurement Portal on 8/24/2022, is required at the time of proposal submittal.

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COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #091422
Entitled
Facility MRO, Industrial, and Building-Related Supplies and Equipment

The following advertisement was placed July 26, 2022 on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, and PublicPurchase.com, July 27, 2022 in The New York State Contract Reporter www.nyscr.ny.gov and South Carolina's *The State,* July 28, 2022 in *USA Today*, July 29, 2022 in Oregon's *Daily Journal of Commerce*, and on July 29 and August 5, 2022 in *The Oklahoman*:

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facility MRO, Industrial, and Building-Related Supplies and Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1Source Holdings, LLC dba 1st Source Business Supplies	Liberty Supply, LLC
1st Choice Industrial Services BC, Ltd.	Lubrco, LLC
A&M INDUSTRIAL, INC.	Lunar Contracting
ABCO Industries, Incorporated	Melanite Group, Ltd.
ACCO Engineered Systems, Inc.	Merryman-Farr, LLC
Airgas USA, LLC	MH Equipment
Allied Electronics & Automation	Midwest Motor Supply Co.
ALPHA Facilities Solutions	Motion Industries, Inc.
Anchor Commercial Interiors	MSC INDISTRIAL SUPPLY
Aramsco, Inc.	North Coast Electric
Arkansas Public Safety Solutions, LLC	Power-Flo Technologies
ASG Renaissance	Premium Park Products, LLC

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ATEK Distribution, LLC	Prime Vendor, Inc.
BARR Plastics Inc.	Regina Construction Association
Best Plumbing Specialties, Inc.	Riddell / All American Sports Corp.
CIMCO Refrigeration, A Division of Toromont Industries	Robinson Supply
City Electric Supply	Rotator Products, Ltd.
Construction Industry Center	Sea Electric, LLC
CONTINENTAL HARDWARE, INC.	Sherwin Williams Company
Cyclone Technology, LLC	Sid Tool Co. dba MSC Industrial Supply Co.
Facility Armor	Sloan Security Group, Inc.
Fastenal Company	Snap-on Industrial, A Division of IDSC Holdings, LLC
Filterbuy, Incorporated	SNTZR, INC.
ForeFront Power, LLC	Southeastern Security Professionals
Framery, Inc.	State of New Jersey
Global Equipment Company, Inc. and Avenue Industrial Supply Co., Ltd.	supplyFORCE, LLC
GovZERO	Swish Maintenance, Limited
Gregg Distributors, LP	TENAQUIP, LIMITED
HBM Group, Inc. (AMERICAN SURGLINE, LLC, American subsidiary of HBM Group, Inc.)	Tenaquip, Ltd.
Hi-Line Electric Co., Inc.	TENAQUIP, LTD.
Hilti, Inc.	U.S. MARKETS, INC.
Illumination Technology Group, LLC	Unipak Corp.
IM Supply Company	UNITED RENTALS (NORTH AMERICA), INC.
Integrated IT Group, LLC	Vehicle Service Group, LLC
Interstate Power Systems	Veritiv Operating Company
Kohler Co.	W.W. Grainger
Kohler Power systems	WESCO Distribution, Inc.
KT&T Distributors Inc	White Cap, LP
Lakes Country Service Cooperative	William Betz, Jr., Inc.
Lawson Products, Inc.	Winsupply Anniston AL CO.
LBS Business Services	Winzer Corporation (Franchise Company FastServ and A-1)
Learning Environments, LLC	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on September 14, 2022, at 4:31:42 pm CT. Proposals were received from the following:

1Source Holdings, LLC dba 1st Source Business Supplies
ABCO Industries, Incorporated
ATEK Distribution, LLC
Best Plumbing Specialties, Inc.
CONTINENTAL HARDWARE, INC.
Fastenal Company

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Global Equipment Company, Inc. and Avenue Industrial Supply Co., Ltd.
HBM Group, Inc. (AMERICAN SURGLINE, LLC, American subsidiary of HBM Group, Inc.)
Hi-Line Electric Co., Inc.
Hilti, Inc.
Kohler Co.
Lawson Products, Inc.
Motion Industries, Inc.
Sid Tool Co., Inc., dba MSC Industrial Supply Co.
Sloan Security Group, Inc.
supplyFORCE, LLC
W.W. Grainger, Inc.
WESCO Distribution, Inc.
White Cap, L.P.
Winzer Corporation (Franchise Company FastServ and A-1)

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Carol Jackson, Procurement Analyst
Beverly Hoemberg, Procurement Analyst
Tom Sharbonno, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Sloan Security Group, Inc., fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Fastenal Company is presenting a broad selection of maintenance, repair and operating (MRO) products. They are offering an assortment of services including vending, onsite partnership, and vendor managed inventory solutions. Fastenal has 18 distribution centers throughout the United States and Canada to serve Sourcewell participating entities. Their fleet of over 8,600 delivery trucks ensure inventory availability and Fastenal offers a branch-based service model that offers ‘same day delivery.’ Fastenal offers competitive category discounts off wholesale pricing.

Motion Industries, Inc., distributes industrial products, replacement parts, related supplies, and services such as bearings, mechanical and electrical power transmission, industrial automation, hose, hydraulic and pneumatic components, industrial supplies, safety supplies, and material handling products. Their large network of branch locations throughout the United States and Canada includes a sales and service force that also handles repair and service. Motion Industries features a 24-hour “after hours” service line for participating entities with needs outside normal business hours. Motion Industries offers a range of discounts from list pricing.

Sid Tool Co., Inc., dba MSC Industrial Supply Co., distributes industrial and MRO name-brand, exclusive-brand, and generic-brand products, services, and supplies. They can serve Sourcewell participating entities throughout North America. Sid Tool is offering a range of discounts from list pricing. Free freight is offered with no minimum order requirement.

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W.W. Grainger, Inc., is offering a comprehensive line of products and services in the maintenance, repair and operating (MRO) product category. They are ready to serve Sourcewell participating entities throughout the United States and Canada. W.W. Grainger, Inc. also assists with emergency support 24/7/365. Along with pre-paid freight, they are offering a substantial discount off category pricing.

WESCO Distribution, Inc., is a distributor of facility MRO products, industrial supplies, electrical and lighting products, and electric power transmission products. WESCO has over 800 branch locations and 12 distribution centers throughout the United States and Canada. WESCO offers products that are environmentally preferable and are identified as green, energy and renewable on their website. WESCO offers a strong discount off MSRP prices for Sourcewell participating entities.

White Cap, L.P. is a facility MRO and construction product and service supplier with a vast inventory of brand name and proprietary products. White Cap is prepared to serve Sourcewell participating entities through their direct sales staff located across the United States and Canada, along with their distribution locations and a fleet of delivery trucks. White Cap is offering a solid discount off list pricing, along with prepaid shipping.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #091422 to:

Fastenal Company	#091422-FAS
Motion Industries, Inc.	#091422-MII
Sid Tool Co. dba MSC Industrial Supply Co.	#091422-MSI
W.W. Grainger, Inc.	#091422-WWG
WESCO Distribution, Inc.	#091422-WES
White Cap, L.P.	#091422-WCP

The preceding recommendations were approved on November 4, 2022.

DocuSigned by:
Kim Austin
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

DocuSigned by:
Beverly Hoemberg
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Beverly Hoemberg, Procurement Analyst

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DocuSigned by:
Tom Sharbonno
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Tom Sharbonno, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #091422** for **Facility MRO, Industrial, and Building-Related Supplies and Equipment**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
Jeremy Schwartz
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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

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SOURCEWELL
STATE OF MINNESOTA

Member Barrows moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

6/21/2022

Resolution No. 2022-18

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Veronen, Nagel, Thiel, Thomas, Barrows, Arts, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
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Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - June 2022

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Indefinite Delivery Indefinite Quantity Construction - Arizona

Requesting Board permission to Re-Solicit the following categories:

Facility MRO, Industrial, and Building-Related Supplies and Equipment

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
AstroTurf Corporation	031622-AST	*"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"*
A-Turf	031622-ATF	*"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"*
FieldTurf USA, Inc.	031622-FTU	*"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"*
ForeverLawn, Inc.	031622-FVL	*"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"*
H2I Group, Inc.	031622-H2I	*"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"*
Hellas Construction, Inc.	031622-HLC	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
Mondo USA, Inc.	031622-MUI	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
Shaw Industries, Inc.	031622-SII	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
Sprinturf, LLC	031622-SNT	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
Turf Nation, Inc.	031622-TNA	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
AstroTurf Corporation	031022-AST	Athletic Surfaces with Installation, Related Equipment, Materials and Services"
FieldTurf USA, Inc.	031022-FTU	*Athletic Surfaces with Installation, Related Equipment, Materials and Services"*
Gerflor USA, Inc.	031022-GER	*Athletic Surfaces with Installation, Related Equipment, Materials and Services*
Robbins, Inc.	031022-RBI	Athletic Surfaces with Installation, Related Equipment, Materials and Services
The Recreational Group	031022-REC	*Athletic Surfaces with Installation, Related Equipment, Materials and Services*
Ben E. Keith Company	040522-BEK	*"Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology and Services"*
Sysco Corporation	040522-SYC	*"Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology and Services"*
US Foods, Inc.	040522-USF	*"Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology and Services"*

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title

NEW IDIQ CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
Brown and Root Industrial Services, LLC	MO-R1-GC01-051222-BRI	Missouri - Region 1 - General Construction
MTS Contracting, Inc.	MO-R1-GC02-051222-MTS	Missouri - Region 1 - General Construction
Reynolds Construction Company, Inc.	MO-R1-GC03-051222-RCC	Missouri - Region 1 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R1-GC04-051222-JKC	Missouri - Region 1 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R1-P01-051222-JKC	Missouri - Region 1 - Paving Construction

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Reynolds Construction Company, Inc.	MO-R1-R01-051222-RCC	Missouri - Region 1 - Roofing Construction
Brown and Root Industrial Services, LLC	MO-R2-GC01-051222-BRI	Missouri - Region 2 - General Construction
MTS Contracting, Inc.	MO-R2-GC02-051222-MTS	Missouri - Region 2 - General Construction
Reynolds Construction Company, Inc.	MO-R2-GC03-051222-RCC	Missouri - Region 2 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R2-GC04-051222-JKC	Missouri - Region 2 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R2-P01-051222-JKC	Missouri - Region 2 - Paving Constuction
Reynolds Construction Company, Inc.	MO-R2-R01-051222-RCC	Missouri - Region 2 - Roofing Construction
Brown and Root Industrial Services, LLC	MO-R3-GC01-051222-BRI	Missouri - Region 3 - General Construction
Vazquez Commercial Contracting, LLC	MO-R3-GC02-051222-VCC	Missouri - Region 3 - General Construction
The Wilson Group	MO-R3-GC03-051222-TWG	Missouri - Region 3 - General Construction
MTS Contracting, Inc.	MO-R3-GC04-051222-MTS	Missouri - Region 3 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R3-GC05-051222-JKC	Missouri - Region 3 - General Construction
Reynolds Construction Company, Inc.	MO-R3-GC06-051222-RCC	Missouri - Region 3 - General Construction
Straub Construction Company, Inc.	MO-R3-GC07-051222-STC	Missouri - Region 3 - General Construction
Vazquez Commercial Contracting, LLC	MO-R3-HVAC01-051222-VCC	Missouri - Region 3 - Mechanical/HVAC Construction
Julius Kaaz Construction Company, Inc.	MO-R3-P01-051222-JKC	Missouri - Region 3 - Paving Constuction
Reynolds Construction Company, Inc.	MO-R3-R01-051222-RCC	Missouri - Region 3 - Roofing Construction
Brown and Root Industrial Services, LLC	MO-R4-GC01-051222-BRI	Missouri - Region 4 - General Construction
The Wilson Group	MO-R4-GC02-051222-TWG	Missouri - Region 4 - General Construction
MTS Contracting, Inc.	MO-R4-GC03-051222-MTS	Missouri - Region 4 - General Construction
Reynolds Construction Company, Inc.	MO-R4-GC04-051222-RCC	Missouri - Region 4 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R4-GC05-051222-JKC	Missouri - Region 4 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R4-P01-051222-JKC	Missouri - Region 4 - Paving Constuction
Reynolds Construction Company, Inc.	MO-R4-R01-051222-RCC	Missouri - Region 4 - Roofing Construction
Brown and Root Industrial Services, LLC	MO-R5-GC01-051222-BRI	Missouri - Region 5 - General Construction
The Wilson Group	MO-R5-GC02-051222-TWG	Missouri - Region 5 - General Construction
JE Novack Construction	MO-R5-GC03-051222-JNC	Missouri - Region 5 - General Construction
Reynolds Construction Company, Inc.	MO-R5-GC04-051222-RCC	Missouri - Region 5 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R5-GC05-051222-JKC	Missouri - Region 5 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R5-P01-051222-JKC	Missouri - Region 5 - Paving Constuction
Reynolds Construction Company, Inc.	MO-R5-R01-051222-RCC	Missouri - Region 5 - Roofing Construction
Brown and Root Industrial Services, LLC	MO-R6-GC01-051222-BRI	Missouri - Region 6 - General Construction
The Wilson Group	MO-R6-GC02-051222-TWG	Missouri - Region 6 - General Construction
MTS Contracting, Inc.	MO-R6-GC03-051222-MTS	Missouri - Region 6 - General Construction
Reynolds Construction Company, Inc.	MO-R6-GC04-051222-RCC	Missouri - Region 6 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R6-GC05-051222-JKC	Missouri - Region 6 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R6-P01-051222-JKC	Missouri - Region 6 - Paving Constuction
Reynolds Construction Company, Inc.	MO-R6-R01-051222-RCC	Missouri - Region 6 - Roofing Construction
Queen City Roofing & Contracting Co.	MO-R6-R02-051222-QCR	Missouri - Region 6 - Roofing Construction
Brown and Root Industrial Services, LLC	MO-R7-GC01-051222-BRI	Missouri - Region 7 - General Construction
The Wilson Group	MO-R7-GC02-051222-TWG	Missouri - Region 7 - General Construction
MTS Contracting, Inc.	MO-R7-GC03-051222-MTS	Missouri - Region 7 - General Construction
Reynolds Construction Company, Inc.	MO-R7-GC04-051222-RCC	Missouri - Region 7 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R7-GC05-051222-JKC	Missouri - Region 7 - General Construction
Julius Kaaz Construction Company, Inc.	MO-R7-P01-051222-JKC	Missouri - Region 7 - Paving Constuction
Reynolds Construction Company, Inc.	MO-R7-R01-051222-RCC	Missouri - Region 7 - Roofing Construction
Queen City Roofing & Contracting Co.	MO-R7-R02-051222-QCR	Missouri - Region 7 - Roofing Construction
IDIQ Contract Extensions		
Company Name	**Contract Number**	
The Matthews Group	MD-WMA-GC02-042419-TMG	
Carl Belt, Inc.	MD-WMA-GC03-042419-CBI	
I.B. Abel, Inc.	MD-WMA-E01-042419-IBA	
S & S Electric Co.	MD-WMA-E02-042419-SSE	
Hite Roofing	MD-WMA-R02-042419-HAS	
FHP Tectonics Corp.	MD-WMA-GC01-042419-FTC	
Marshall Contracting Services	MI-DET-GC-A-050118-MCS	
Allied Building Service Company of Detroit, Inc.	MI-LAN-HVAC-A-050118-ABS	
Allied Building Service Company of Detroit, Inc.	MI-GRP-GC-C-050118-ABS	
Bloom Roofing Systems, Inc.	MI-GRP-R-A-050118-BRS	
Marshall Contracting Services	MI-LAN-GC-B-050118-MCS	
Allied Building Service Company of Detroit, Inc.	MI-GRP-E-A-050118-ABS	
Marshall Contracting Services	MI-DET-WSUI-A-050118-MCS	
Marshall Contracting Services	MI-DET-DEM-A-050118-MCS	
Bloom Roofing Systems, Inc.	MI-LAN-R-A-050118-BRS	
Marshall Contracting Services	MI-DET-C-A-050118-MCS	

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F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-LAN-GC-A-050118-FHP	
Marshall Contracting Services	MI-LAN-WSUI-A-050118-MCS	
Allied Building Service Company of Detroit, Inc.	MI-LAN-E-A-050118-ABS	
Allied Building Service Company of Detroit, Inc.	MI-DET-E-A-050118-ABS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-DET-GC-B-050118-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-GRP-GC-B-050118-FHP	
PEL Construction, LLC	MI-GRP-GC-A-050118-PGC	
Allied Building Service Company of Detroit, Inc.	MI-GRP-HVAC-A-050118-ABS	
Bloom Roofing Systems, Inc.	MI-DET-R-A-050118-BRS	
Marshall Contracting Services	MI-LAN-C-A-050118-MCS	
Allied Building Service Company of Detroit, Inc.	MI-LAN-GC-C-050118-ABS	
Allied Building Service Company of Detroit, Inc.	MI-DET-HVAC-A-050118-ABS	
Allied Building Service Company of Detroit, Inc.	MI-DET-GC-C-050118-ABS	
Bethel Electric Construction Company of Maryland, LLC	MD-R2-E01-052621-BEC	
Skyline Roofing, Inc.	MD-R1-RW01-052621-SKY	
Skyline Roofing, Inc.	MD-R2-RW01-052621-SKY	
Skyline Roofing, Inc.	MD-R3-RW01-052621-SKY	
Vigil Contracting, Inc.	MD-R2-GC01-052621-VGL	
Centennial Contractors Enterprises, Inc.	MD-R6-GC04-052621-CCE	
Centennial Contractors Enterprises, Inc.	MD-R5-GC04-052621-CCE	
S-Works Construction Corporation	MD-R4-GC04-052621-SWC	
Paige Industrial Services, Inc.	MD-R6-GC03-052621-PAI	
Vigil Contracting, Inc.	MD-R6-E02-052621-VGL	
Nichols Contracting, Inc.	MD-R5-GC01-052621-NIC	
Keller Brothers, Inc.	MD-R4-GC03-052621-KBI	
Paige Industrial Services, Inc.	MD-R3-PAC01-052621-PAI	
Paige Industrial Services, Inc.	MD-R5-PAC02-052621-PAI	
Adrian L. Merton, Inc.	MD-R3-HVAC02-052621-ALM	
Bethel Electric Construction Company of Maryland, LLC	MD-R1-E01-052621-BEC	
Bethel Electric Construction Company of Maryland, LLC	MD-R3-E01-052621-BEC	
Paige Industrial Services, Inc.	MD-R6-HVAC02-052621-PAI	
Paige Industrial Services, Inc.	MD-R5-RW02-052621-PAI	
Paige Industrial Services, Inc.	MD-R6-RW02-052621-PAI	
Adrian L. Merton, Inc.	MD-R4-HVAC02-052621-ALM	
Vigil Contracting, Inc.	MD-R5-E02-052621-VGL	
Vigil Contracting, Inc.	MD-R1-GC04-052621-JLC	
Vigil Contracting, Inc.	MD-R4-GC01-052621-VGL	
Vigil Contracting, Inc.	MD-R2-HVAC01-052621-VGL	
Keller Brothers, Inc.	MD-R6-GC02-052621-KBI	
Centennial Contractors Enterprises, Inc.	MD-R3-GC02-052621-CCE	
Adrian L. Merton, Inc.	MD-R2-HVAC02-052621-ALM	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-R1-GC02-052621-FHP	
Skyline Roofing, Inc.	MD-R5-RW01-052621-SKY	
S-Works Construction Corporation	MD-R2-GC03-052621-SWC	
Bethel Electric Construction Company of Maryland, LLC	MD-R6-E01-052621-BEC	
Centennial Contractors Enterprises, Inc.	MD-R4-GC02-052621-CCE	
Adrian L. Merton, Inc.	MD-R5-HVAC02-052621-ALM	
Paige Industrial Services, Inc.	MD-R3-GC03-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-E02-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-RW02-052621-PAI	
Vigil Contracting, Inc.	MD-R4-E02-052621-VGL	
Vigil Contracting, Inc.	MD-R3-GC04-052621-VGL	
Vigil Contracting, Inc.	MD-R3-HVAC01-052621-VGL	
Nichols Contracting, Inc.	MD-R3-GC01-052621-NIC	
Keller Brothers, Inc.	MD-R2-GC02-052621-KBI	
Vigil Contracting, Inc.	MD-R5-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R2-E02-052621-VGL	
Vigil Contracting, Inc.	MD-R4-HVAC01-052621-VGL	
Bethel Electric Construction Company of Maryland, LLC	MD-R4-E01-052621-BEC	
Bethel Electric Construction Company of Maryland, LLC	MD-R5-E01-052621-BEC	
Paige Industrial Services, Inc.	MD-R5-GC03-052621-PAI	
Vigil Contracting, Inc.	MD-R6-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R5-GC02-052621-VGL	
The Matthews Group	MD-R2-GC04-052621-TMG	
Centennial Contractors Enterprises, Inc.	MD-R1-GC03-052621-CCE	

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Step 1 Enterprises, LLC	MD-R1-GC01-052621-S1E	
Vigil Contracting, Inc.	MD-R2-GC01-052621-VGL	
Johnson-Laux Construction, LLC	MD-R1-GC04-052621-JLC	
Paige Industrial Services, Inc.	MD-R6-PAC02-052621-PAI	

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SOURCEWELL
STATE OF MINNESOTA

Member Barrows moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

11/15/2022

Resolution No. 2022-31

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)
Zylka, Veronen, Nagel, Thiel, Thomas, Barrows, Arts, Kircher
and the following voted against: (list names here or "NONE")
None
whereupon said resolution was declared duly passed and adopted.

ATTEST:
DocuSigned by:
Sara Nagel
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Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - November 2022

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
None

Requesting Board permission to Re-Solicit the following categories:
Medium Duty and Compact Construction Equipment with Related Attachments
Laboratory and Science Equipment, Supplies, and Related Technology and Services
Portable Construction Equipment

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	**Contract Number**	**Solicitation Title**
911 Supply & Adventure Gear, Inc.	090122-911	*"Law Enforcement Equipment"*
All Traffic Solutions, Inc.	090122-ATS	*"Law Enforcement Equipment"*
Atlantic Diving Supply, Inc.	090122-ADS	*"Law Enforcement Equipment"*
Getac, Inc.	090122-GET	*"Law Enforcement Equipment"*
L.N. Curtis & Sons	090122-LNC	*"Law Enforcement Equipment"*
Municipal Emergency Services, Inc.	090122-MES	*"Law Enforcement Equipment"*
Panasonic Corporation of North America	090122-PNA	*"Law Enforcement Equipment"*
W.W. Grainger, Inc.	090122-WWG	*"Law Enforcement Equipment"*
Whelen Engineering Company, Inc.	090122-WHL	*"Law Enforcement Equipment"*
Fastenal Company	091422-FAS	*"Facility MRO, Industrial and Building Related Supplies and Equipment"*
Motion Industries, Inc.	091422-MII	*"Facility MRO, Industrial and Building Related Supplies and Equipment"*
Sid Tool Co.	091422-MSI	*"Facility MRO, Industrial and Building Related Supplies and Equipment"*
W.W. Grainger, Inc.	091422-WWG	*"Facility MRO, Industrial and Building Related Supplies and Equipment"*
WESCO Distribution, Inc.	091422-WES	*"Facility MRO, Industrial and Building Related Supplies and Equipment"*
White Cap, LP	091422-WCP	*"Facility MRO, Industrial and Building Related Supplies and Equipment"*

CONTRACT EXTENSIONS

Supplier Name	**Contract Number**	**Solicitation Title**
Caterpillar, Inc.	032119-CAT	*"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"*
Axon Enterprise, Inc.	010720-AXN	"Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories"

NEW IDIQ CONTRACTS

Company Name	**Contract Number**	**State - Region - Type of Work**

IDIQ Contract Extensions

Company Name	**Contract Number**	
Vigil Contracting, Inc.	WA-DC-GC04-100120-VGL	
HITT Contracting, Inc.	WA-DC-GC05-100120-HCI	
Adrian L. Merton, Inc.	WA-DC-M02-100120-ALM	
Adrian L. Merton, Inc.	WA-DC-P02-100120-ALM	
Vigil Contracting, Inc.	WA-DC-P01-100120-VGL	
Paige Industrial Services, Inc.	WA-DC-E02-100120-PAI	
F.H. Paschen, S.N. Nielsen & Associates, LLC	WA-DC-GC06-100120-FHP	
Vigil Contracting, Inc.	WA-DC-M01-100120-VGL	
The Matthews Group	WA-DC-GC01-100120-TMG	
Paige Industrial Services, Inc.	WA-DC-M03-100120-PAI	
Paige Industrial Services, Inc.	WA-DC-P03-100120-PAI	
Centennial Contractors Enterprises, Inc.	WA-DC-GC02-100120-CCE	
Vigil Contracting, Inc.	WA-DC-E01-100120-VGL	

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Ohio Paving and Construction Company, Inc.	OH-R2-PA02-102021-OPC	
McDaniel's Construction Corp., Inc.	OH-MBE-R3-GC01-102021-MCC	
McDaniel's Construction Corp., Inc.	OH-MBE-R3-CC01-102021-MCC	
The Lusk Group	OH-R2-C01-102021-LUS	
McDaniel's Construction Corp., Inc.	OH-MBE-R4-GC01-102021-MCC	
Air Force One	OH-R4-HVAC02-102021-AFO	
Johnson-Laux Construction, LLC	OH-R4-GC06-102021-JLC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R5-GC02-102021-FHP	
Foti Contracting, LLC	OH-R3-GC01-102021-FCL	
Air Force One	OH-R2-HVAC02-102021-AFO	
The Lusk Group	OH-R1-PA01-102021-LUS	
The Lusk Group	OH-R2-RW01-102021-LUS	
The Lusk Group	OH-R2-GC07-102021-LUS	
The Lusk Group	OH-R2-PA01-102021-LUS	
The Lusk Group	OH-R3-CC01-102021-LUS	
Hudawn Facility Solutions	OH-R4-GC07-102021-HFS	
Centennial Contractors Enterprises, Inc.	OH-R2-GC02-102021-CCE	
Centennial Contractors Enterprises, Inc.	OH-R4-GC02-102021-CCE	
The Lusk Group	OH-R1-RW01-102021-LUS	
McDaniel's Construction Corp., Inc.	OH-MBE-R4-CC01-102021-MCC	
Genesis 1 Construction	OH-R2-GC06-102021-GNS	
Centennial Contractors Enterprises, Inc.	OH-R1-GC04-102021-CCE	
The Lusk Group	OH-R1-CC01-102021-LUS	
The Lusk Group	OH-R3-GC05-102021-LUS	
The Lusk Group	OH-R3-RW01-102021-LUS	
The Lusk Group	OH-R4-E02-102021-LUS	
The Lusk Group	OH-R4-PA01-102021-LUS	
Place Services, Inc.	OH-R1-E01-102021-PLA	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R3-GC03-102021-FHP	
The Lusk Group	OH-R3-E02-102021-LUS	
Place Services, Inc.	OH-R4-E01-102021-PLA	
Triton Services, Inc.	OH-R4-GC08-102021-TRS	
The Lusk Group	OH-R4-RW01-102021-LUS	
The Lusk Group	OH-R5-C01-102021-LUS	
The Lusk Group	OH-R5-CC01-102021-LUS	
The Lusk Group	OH-R2-CC01-102021-LUS	
The Lusk Group	OH-R4-C01-102021-LUS	
The Lusk Group	OH-R5-RW01-102021-LUS	
Air Force One	OH-R1-HVAC02-102021-AFO	
Air Force One	OH-R5-HVAC02-102021-AFO	
The K Company, Inc.	OH-R2-HVAC01-102021-TKC	
Ohio Paving and Construction Company, Inc.	OH-R2-C02-102021-OPC	
Place Services, Inc.	OH-R1-GC03-102021-PLA	
Place Services, Inc.	OH-R2-E01-102021-PLA	
Foti Contracting, LLC	OH-R5-GC01-102021-FCL	
Place Services, Inc.	OH-R2-GC04-102021-PLA	
Place Services, Inc.	OH-R3-E01-102021-PLA	
Regency Construction Services, Inc.	OH-R2-GC08-102021-REG	
Foti Contracting, LLC	OH-R2-GC01-102021-FCL	
The K Company, Inc.	OH-R4-HVAC01-102021-TKC	
McDaniel's Construction Corp., Inc.	OH-MBE-R5-GC01-102021-MCC	
Universal Contracting Corporation	OH-R4-GC05-102021-UCC	
Foti Contracting, LLC	OH-R1-GC01-102021-FCL	
Foti Contracting, LLC	OH-R4-GC01-102021-FCL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R4-GC03-102021-FHP	
Air Force One	OH-R3-HVAC02-102021-AFO	
The K Company, Inc.	OH-R3-HVAC01-102021-TKC	
Place Services, Inc.	OH-R3-GC04-102021-PLA	
Place Services, Inc.	OH-R4-GC04-102021-PLA	
Place Services, Inc.	OH-R5-GC03-102021-PLA	
Place Services, Inc.	OH-R5-E01-102021-PLA	
The K Company, Inc.	OH-R1-HVAC01-102021-TKC	
Centennial Contractors Enterprises, Inc.	OH-R3-GC02-102021-CCE	
The Lusk Group	OH-R4-CC01-102021-LUS	
The Lusk Group	OH-R5-GC05-102021-LUS	
The Lusk Group	OH-R5-PA01-102021-LUS	

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Johnson-Laux Construction, LLC	OH-R3-GC06-102021-JLC	
McDaniel's Construction Corp., Inc.	OH-MBE-R5-CC01-102021-MCC	
Johnson-Laux Construction, LLC	OH-R1-GC05-102021-JLC	
The K Company, Inc.	OH-R5-HVAC01-102021-TKC	
The Lusk Group	OH-R1-C01-102021-LUS	
The Lusk Group	OH-R3-PA01-102021-LUS	
The Lusk Group	OH-R3-C01-102021-LUS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R1-GC02-102021-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R2-GC03-102021-FHP	
Johnson-Laux Construction, LLC	OH-R2-GC05-102021-JLC	
The Lusk Group	OH-R5-E02-102021-LUS	
Johnson-Laux Construction, LLC	OH-R5-GC04-102021-JLC	
G & B Electric Co.	OH-R2-E02-102021-GBE	
The Lusk Group	OH-R1-GC06-102021-LUS	
The Lusk Group	OH-R1-E02-102021-LUS	

Legislation Details (With Text)

File #:	23-81	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Multi-Year Contract
File created:	2/28/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	

Title: Approve a Multi-Year Piggyback Agreement with Southland Controls Inc., Palm City, Florida, for Lime Slaker Repair Services for the Dyal Water Treatment Plant Utilizing the City of Sunrise, Florida, Bid Number 21-26-05-CM, effective August 13, 2021 through August 13, 12, 2023 and a renewal option for an Additional two (2) one (1) year periods; To Authorize the City Manager to Execute the Service Agreement, Piggyback Agreement and any Extensions; To Authorize the City Manager to Approve related purchase orders for each year in the contract. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
- Award Documents - Lime Slaker Repair Services - Southland Controls Inc..pdf
- FULLY EXECUTED Standard Form for Piggyback Contract 21-26-05-CM.docx.pdf
- RE Permission to Piggyback Contract No. 21-26-05-CM - Lime Slaker Repair Services.msg
- Resolution No. 21-99.pdf
- SIGNED E-Verify Contractor Affidavit.pdf
- Southland Controls Inc. COI Exp 11.04.2023.pdf
- Southland Controls Inc. State Farm COI Exp. 06.06.2023.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 28, 2023
Agenda Date: April 11, 2023
Prepared By: Sean McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Multi-Year Piggyback Agreement with Southland Controls Inc., Palm City, Florida, for Lime Slaker Repair Services for the Dyal Water Treatment Plant Utilizing the City of Sunrise, Florida, Bid Number 21-26-05-CM, effective August 13, 2021 through August 13, 12, 2023 and a renewal option for an Additional two (2) one (1) year periods; To Authorize the City Manager to Execute the Service Agreement, Piggyback Agreement and any Extensions; To Authorize the City Manager to Approve related purchase orders for each year in the contract.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) currently owns and operates two (2) lime slaker units that are manufactured by Integrity Municipal Systems. The lime slakers are used to mix quick lime and water, which forms a slurry that is used in the treatment process to soften the potable water the City of

Cocoa provides to its utility customers.

Routine maintenance and repairs are required for the lime slakers to operate efficiently. During normal operations, one lime slaker is in operation while the other unit is in standby mode. Both slaker units must be operational 24/7/365 to ensure consistent lime slurry delivery should one lime slaker fail to function properly.

Southland Controls, Inc. of Palm City, FL specializes in repairing Integrity Municipal Systems slakers. To ensure the slakers are in optimum working condition, staff is recommending that City Council approve participation in a cooperative purchase agreement with Southland Controls, Inc. for lime slaker repair services for the Dyal WTP utilizing the City of Sunrise, Florida, bid number 21-26-05-CM, effective August 13, 2021 through August 12, 2023 and a renewal option for an additional two (2) one (1) year periods by the City Manager. Estimated repair costs are shown in the below:

Item No.	Estimated Qty.	Description	Unit Cost per Hour	Extended Total
1	200	Hourly Rate for Non-Emergency Service* (regular business hours) Monday - Friday 8:00 AM - 4:30 PM	$105.00	$21,000.00
2	40	Hourly rate for Emergency Repair Services* (after regular business hours)	$157.50	$6,300.00
3	1	Parts for Slaker Repairs	N/A	$30,000.00
Total				$57,300.00

Maintenance and repairs under this service agreement are requested for Fiscal Years 2023 through 2025 at $57,300.00 each year. These amounts will be included in the adopted budget approved by City Council. Staff is requesting approval for the City Manager to approve future purchase orders up to the adopted budget amount each year. If the required amounts exceed the approved budget amount in any fiscal year, staff will prepare a budget amendment to be approved by City Council.

The City shall pay the Contractor cost plus fifteen percent (15%) for all parts and materials per the agreement.

Staff recommends approval of the participation agreement and requests the City Council authorize the City Manager to execute the service agreement and extensions.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

FY2023

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Amount Requested:	$57,300.00
Account Number:	421-4020-536.46-00, DY20CE
Account Name:	Repairs and Maintenance
Source of Funds:	Operating Revenue

FY2024 - 2025 Subject to budgetary approval.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Multi-Year Piggyback Agreement with Southland Controls Inc., Palm City, Florida, for Lime Slaker Repair Services for the Dyal Water Treatment Plant Utilizing the City of Sunrise, Florida, Bid Number 21-26-05-CM, effective August 13, 2021 through August 13, 12, 2023 and a renewal option for an Additional two (2) one (1) year periods; To Authorize the City Manager to Execute the Service Agreement, Piggyback Agreement and any Extensions; To Authorize the City Manager to Approve related purchase orders for each year in the contract.

FINANCE & ADMINISTRATIVE SERVICES DEPARTMENT
Purchasing Office
Phone: 954-572-2274
Fax: 954-578-4809

August 13, 2021

E-mail: curtis@southlandcontrols.com

Attn: Curtis Onsager, President
Southland Controls, Inc.
3538 SW Armellini Avenue, Bay 5
Palm City, FL 34990

Vendor No. 320
Resolution No. 21-99 Commission Approval: August 10, 2021

Re: Letter of Award
BID 21-26-05-CM / Lime Slaker Repair Services

Dear Mr. Onsager:

I would like to inform you that on August 10, 2021, via Resolution No. 21-99, the Sunrise City Commission approved the award of the above referenced bid to your firm.

The initial contract period shall be for two (2) years, commencing August 13, 2021 to August 12, 2023. The City has the option to renew the contract for an additional two (2) one (1) year periods, providing all terms conditions and specifications remain the same; both parties agree to the extension, and such extension is approved by the City, contingent upon budget approval.

A Purchase order will be issued to your firm in accordance with the terms of the solicitation. The prices shall be firm in accordance with your bid attached hereto.

If you have not already done so, please submit a current Certificate of Insurance listing the City of Sunrise as additional insured for the amounts indicated in the solicitation document. Please send documents via email to:cmccalla@sunrisefl.gov. Please contact me at 954-572-2274 should you have questions or concerns.

Sincerely,
Cheryl McCalla
Cheryl McCalla, M.S., CPPB
Procurement Specialist
Purchasing Office
www.sunrisefl.gov

INVITATION FOR BID

PURCHASING OFFICE
Mailing Address:
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

Bid Data

Bid Number:	BID 21-26-05-CM
Service or Commodity Title:	Lime Slaker Repair Services
Purchasing Agent:	Cheryl McCalla, CPPB, Procurement Specialist
Phone:	(954) 572- 2204
Fax:	(954) 578-4809
Email:	cmccalla@sunrisefl.gov

Deadline for Questions

Day/Date:	Friday, June 18, 2021
Time:	12:00 Noon

E-Bid Opening (www.demandstar.com)

Day/Date:	Friday, June 25, 2021
Time:	2:00 p.m.
Physical Location:	City Hall Procurement Office – Third Floor 10770 West Oakland Park Blvd. Sunrise, FL 33351

Bid Contents

Section 1: Specifications/Scope of Work
Section 2: Attachments
Section 3: Instructions to Bidders
Section 4: Terms and General Conditions
Section 5: Bid Submission Check List
Section 6: Bid Submission Package

Bid packages and specifications are no longer available directly from the City of Sunrise Purchasing Division. The City is now using **Onvia DemandStar** for the posting and distribution of all City Bids, RFPs, RFQs, RLIs and Quotations. This Bid may be obtained at www.demandstar.com. The City is not responsible for the accuracy of other means of distribution. Alteration of the content of this document shall result in disqualification.

NOTE: If not submitting a bid, fill out and return the "Statement of No Bid" Form of this document.

SPECIAL ACCOMMODATION:
If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105. The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

SECTION 1 – SPECIFICATIONS

PART 1 INTRODUCTION

The qualified Contractor shall provide, on a non-exclusive, as-needed basis, all required labor, equipment and parts necessary to perform field services (the "Services") including installation and repair of City of Sunrise Utilities Department's Lime Slaking Systems.

The City of Sunrise Utilities Department owns and operates three Lime Storage Silos with dust collector units and eight (8) Lime Slaking Systems. The existing Lime Slaking Systems are A-758 paste-type, manufactured by Integrity Municipal Systems A-758 systems with volumetric screw feeders. Six (6) Lime Slakers are located at the Springtree Water Treatment Plant (4350 Springtree Dr. Sunrise FL, 33325) and two (2) at the Southwest Water Treatment Plant (15400 Watermill Dr. Davie FL, 33331).

LIME SILOS AND SLAKER SYSTEMS INFORMATION		
	SPRINGTREE WTP	**SOUTHWEST WTP**
LIME SILO UNITS	2 units, 200 tons capacity, each	1 unit, 50 tons capacity
LIME SLAKER UNITS	6 units each with 1,000 lb/hr feed rate	2 units each with 1,000 lb/hr feed rate
SLAKER FEEDERS	6 units with volumetric screw feeders	2 units with volumetric screw feeders

The Lime Slaker Systems include but are not limited to:

a. Lime Slaker
b. Feeder
c. Grit Remover
d. Control Panel

PART 2 THE WORK

2.1 REPAIR SERVICES

Field Services shall include materials, testing, inspections and labor for emergency and non-emergency repairs of the Lime Storage Silos and Lime Slaker Systems. The number of hours depicted in the bid are representative of normal service and are not guaranteed. Prior to performing any work, the Contactor shall submit a proposal for the intended work for approval and issuance of a purchase order.

All Services will be performed between 8:00 a.m. and 4:30 p.m., Monday through Friday. However, service schedules may be amended and services performed after normal business hours; including weekdays, weekends, holidays, etc. The intent is to minimize disruption of the water treatment plant operations. All service activities shall be coordinated with the City of Sunrise Chief Plant Operator.

During the performance of Contracted service, Contractor will maintain a clean work area. Upon completion of the work, Contractor will remove all trash and debris from the job site.

The City of Sunrise Chief Plant Operator shall inspect each repair service and sign off on completed work prior to authorizing payment.

PART 3 QUALITY ASSURANCE

3.1 GENERAL

The Contractor hereby certifies that it and its employees shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services. The Contractor represents that it has all necessary personnel required to perform the Services under the Contract Documents. If an error or omission by the Contractor, its employees or subcontractors is discovered, then, in the City's sole discretion, the Contractor shall correct such error or omission or re-perform the Services provided in error at no additional cost to the City.

The omission of detailed specifications does not limit the quality of the Services to be provided and only the best commercial practices are acceptable.

3.2 QUALIFICATIONS AND EXPERIENCE

The Contractor shall have at least five (5) years of experience in providing field repair services for paste-type Lime Slaking Systems. Proof of experience and references for past installations shall be provided to the City with the Bid package.

All of the Services required herein shall be performed by the contractor or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized, licensed or permitted under the state and local laws and regulations to perform such Services.

3.3 WARRANTY

The Contractor shall warrant to the City that all labor, workmanship, materials and parts used to perform the Services are covered for a minimum of a one (1) year period upon approval and acceptance by the City. The Contractor shall replace or repair defects at no

cost to the City during the warrantee period.

PART 4 PRODUCTS

Parts that fail that are not in the City of Sunrise inventory shall be furnished by the Contractor. These parts shall only be ordered if the Contractor is authorized by the City of Sunrise Chief Operator or the Assistant. The City of Sunrise Utilities Department shall only pay for parts approved for purchase and billed at the market rate. The Contractor shall only be reimbursed for the quantity of items actually supplied and therefore the City of Sunrise Utilities Department reserves the right to decrease the total amount listed in the quote.

Parts furnished by the Contractor shall be compatible with the City's Lime Slakers and shall be approved by the Lime Slaker System manufacturer for the system's repairs.

END OF SECTION

SECTION 2 - ATTACHMENTS

☐ *Not applicable for this Bid.*

SECTION 3 - INSTRUCTIONS TO BIDDERS

BIDDERS: TO INSURE ACCEPTANCE OF THE BID, THE FOLLOWING INSTRUCTIONS MUST BE ADHERED TO:

This Request for Bid is to supply Lime Slaker Repair Services to the City of Sunrise. After receipt of an offer and acceptance by the City Commission, commodities or services will be provided as indicated below:

☒ A fixed purchase order for delivery of a commodity or service to a specified place at one time.

3.1 HOW TO SUBMIT A BID

Contractor's solicitation response must be submitted electronically through Demandstar, the City's designated electronic bidding system. It is solely the Contractors' responsibility to assure its response is submitted and received in Demandstar by the date and time specified in the solicitation. The City will not consider responses received by any other means. The official time for electronic submittals is the Demandstar server. All parties will, without reservation accept the official time. Any bid may be rejected for noncompliance to requirements after a full review by the Purchasing Office. Any request for an extension of time necessitated by an unforeseen emergency should be made prior to the Bid Opening and directed to the Purchasing Manager/Designee, City of Sunrise (954) 572-2274.

FAXED BIDS WILL NOT BE ACCEPTED

3.2 THE BID PACKAGE

The bid package consists of Specifications, Additional Requirements, Attachments, Instructions to the Bidders, Terms and General Conditions, and the following Schedules:

Schedule "A" - Bid Sheet & Certification
Schedule "B" - Non-Collusion Affidavit
Schedule "C" - Bidder's Drug Free Statement
Schedule "D" - Bidder's Qualification Statement
Schedule "E" - Warranty Information Form (If Applicable)
Schedule "F" - Insurance & License Requirements
Schedule "G"- Statement of No Bid

3.3 INQUIRIES, ADDENDA AND MODIFICATIONS

The Bidder must direct any inquiries on the specifications, additional requirements, attachments, terms and general conditions or instructions, in writing, either via U.S. Mail, Email or Fax, to the individual named on Page 1 at the Purchasing Office, City of Sunrise, 10770 West Oakland Park Blvd, Sunrise, Florida, 33351, Fax No. (954) 578-4809. All inquiries must be received by the Purchasing Office no later than 12:00 p.m. seven (7) calendar days prior to the Bid opening.

Any addenda or other modifications to the Documents will be made in writing, and issued by the City, prior to the time and date of Bid Opening. Such written addenda or

modifications shall be part of the Documents and shall be binding upon each Bidder. No verbal addenda or modifications shall be allowed nor shall any Bidder rely upon any verbal addenda or modifications in preparing or submitting its bid.

3.4 EXECUTION OF BID

Bid must contain an original signature of an authorized representative of the company in the space provided. Failure to sign the bid shall invalidate it, and it will not be accepted. All bids must be completed in ink or typewritten. No erasures are permitted. If a correction is necessary, the bidder should draw a single line through the entered figure and enter the corrected figure above it. Corrections should be initialed by the person signing the bid, or a duly authorized representative of the firm submitting bid. Any illegible entries, pencil bids or corrections not initialed may not be accepted. Only corrections that show the clear intent of the bidder, in the sole discretion of the City of Sunrise, will be accepted.

3.5 NO BID

If not submitting a bid, respond by returning the "STATEMENT OF NO BID" Schedule G of this Invitation for Bid. Repeated failure to respond without sufficient justification may be cause from removal of a Bidder's name from future solicitations.

3.6 PRE-BID CONFERENCE

☒ Not applicable for this bid.

3.7 PRICES BID

List both the unit price and the extended total, if applicable. Prices must be stated in the units specified on the Bid Sheet. In case of a discrepancy in computing the amount of the bid between the unit price bid and the extended total, the unit price will govern. When bids are awarded on the basis of Lump Sum, if there is a discrepancy between the written and numeric amount, the written amount prevails.

3.8 F.O.B. POINT

All bid prices shall be F.O.B. destination freight prepaid and delivered by Vendor to the City's specified location(s).

3.9 BID VALIDITY

All bids shall remain valid for ninety (90) days after the time of bid opening. After this time period the Bidder may request the Bid be withdrawn.

3.10 DELIVERY / COMPLETION TIME / RESPONSE TIME

☒ Completion time for all services rendered shall be no later than thirty (30) days.

The delivery of the goods and /or services within the time specified is of the essence in this procurement. The City shall have the right to cancel any or all items(s) without obligation if delivery is not made on or before the time(s) specified. In the event Vendor fails to make timely shipment, City shall have the right to purchase elsewhere and unless they delay was caused by unforeseen circumstances beyond Vendor's control, Vendor shall reimburse City for any additional charges incurred.

3.11 SAMPLES

☒ Not applicable to this bid.

3.12 WARRANTIES / GUARANTEES

Vendor warrants that the materials, goods, services and/or workmanship furnished and/or delivered pursuant to the Purchase Order shall:

Conform in all respects to the description, drawings and specifications contained in this Bid

Be merchantable and fit for the ordinary purpose for which such goods are used or intended to be used

Be new and unused, of good quality and free from defects whether latent or patent in material or workmanship

Be free from any security interests, liens or encumbrances. Vendor warrants that it has good and marketable title to the goods delivered

There is no infringement upon or violation of any copyrights or patent rights

Minimum warranty shall be one (1) year. The Bidder shall furnish with the bid all pertinent warranty data as it relates to the items bid upon. If requested, the Bidder is to complete Schedule "E".

3.13 ESTIMATED QUANTITIES

☒ Not applicable to this bid.

3.14 ADDITIONAL QUANTITIES/BALANCE OF LINE

☒ Not applicable to this bid.

3.15 COMPLIANCE WITH LAWS

The Bidder and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Lack of knowledge on the part of the Bidder shall in no way relieve them from responsibility. The Bidder shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Contract. Bidder agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Bidder's obligations under this section shall survive termination, cancellation or expiration of this Contract.

3.15 BRAND NAMES / APPROVED EQUALS

☒ Not applicable to this bid.

3.17 PAST PROBLEMS ON PRIOR CONTRACTS / LITIGATION

The Bidder shall disclose any pending or anticipated litigation between the Bidder and any other party or parties that might affect the performance of this Contract. Such litigation must be indicated on Schedule D. When the Bidder or a proposed sub-Contractor has previously worked for the City and has received complaints from the City or has been involved in disputes with the City about the work, the Bidder should submit with their bid an explanation of what, if anything, the Bidder has done or will do to avoid similar problems in the future. This explanation must deal specifically with the problems involved on the prior Contract and any organizational, operational or other changes which have been or will be

implemented. If, in the sole judgment of the City, the Bidder has failed to provide an adequate plan to ensure that the Contractual dispute previously experienced by the City will not recur, the City reserves the right to reject the bid submitted by that Bidder.

3.18 BASIS OF AWARD

The City reserves the right to reject any and all bids, to waive any irregularity in bids received, to accept any item or group of items, unless qualified by the Bidder. The City reserves the right before recommending any award to inspect the Bidders' facilities or take any other action necessary to determine a Bidder's ability to perform in accordance with the specification, terms and conditions of the Invitation for Bid.

Award will be made:

☒ On a Total Bid basis to the lowest responsive and responsible Bidder. In the event no Bidder bids all items, the City may award on an item by item basis.

In accordance with City of Sunrise Code Section 5-171, a *qualified bidder, responsible bidder, qualified offeror,* or *responsible offeror* means a person, firm or entity which is fully capable of meeting all requirements of the solicitation and subsequent contract. The qualified bidder, responsible bidder, qualified offeror, or responsible offeror must possess the full capability in all respects to perform fully the contract requirements, including but not limited to the financial resources, technical ability, business judgment, experience, qualifications, facilities, equipment, integrity, capacity and reliability, and must have the integrity and reliability which will assure good faith performance as determined by the city.

In accordance with City of Sunrise Code Section 5-171, a *responsive bid* or *responsive proposal* means a bid or proposal submitted by a responsive, and responsible or qualified, bidder or offeror which conforms in all material respects to the invitation to bid or request for proposals.

In accordance with City of Sunrise Code Section 5-171, a *responsive bidder* or *responsive offeror* means a person, firm or entity who has submitted a bid or proposal which conforms in all material respects to the invitation to bid or request for proposals.

In the event the successful bid is terminated or cancelled for any reason, the City reserves the right to make an award to the next lowest responsive and responsible Bidder, or re-bid the entire Contract or any part thereof, whichever is in the best interest of the City.

3.19 COST LIABILITY

The Bidder shall bear all costs associated with submitting the Bid, including preparation, site visitation or any travel connected with submittal of the Bid.

3.20 CONTENTS OF BID / PUBLIC RECORDS

Any material submitted in response to this Bid will become a public record pursuant to Chapter 119, Florida Statutes. No claim of confidentiality or trade secret will be honored unless a specific exemption from the public records law exists and the Florida or Federal statute identifying the exemption is identified in the Bid. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.

3.21 INVESTIGATIONS OF CONDITIONS AFFECTING OPERATIONS

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain conditions and requirements of the Bid. Failure to make investigations and examinations shall not relieve the successful Bidder from the obligation to comply in every detail with all provisions and requirements of the Bid nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by the Purchase Order or any subsequent Contract.

3.22 CONE OF SILENCE

This solicitation falls under Section 2-1 of the Code of Ordinances of the City of Sunrise, Florida, known as the Cone of Silence. After a Bid is opened, a person as defined in Section 2-1 may not seek information or clarification or in any way contact any official or employee of the City concerning this Bid with the exception of the City Attorney, the Procurement Manager or the contact person specifically designated in this Bid. A copy of any written communication shall be filed with the Purchasing Office and shall be made available to the public upon request. A violation of the Cone of Silence renders any award voidable at the sole discretion of the City Commission and may subject the Contractor to debarment in accordance with Section 2-1. Nothing in Section 2-1 prevents a Contractor or Contractor's representative from taking part in a public meeting concerning the Bid.

3.23 E-VERIFY – EMPLOYMENT ELIGIBILITY

By *submitting a response to this solicitation, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility*." Further, by your [registration as a vendor/response to this solicitation/entering into a contract] you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. Compliance with Section 448.095 *includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination* ***[as a vendor, disqualifying you for award of this solicitation, entering into a contract and/or, cancellation of an active contract],*** *or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the Vendor/*Contractor*, the Vendor/Contractor may not be allowed to do business with the City or* be *awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Vendor/*Contractor.

END OF SECTION

SECTION 4 - TERMS AND GENERAL CONDITIONS

4.1 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of Services under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Contract.

4.2 INSURANCE REQUIREMENTS

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:
City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 752-2278

Copy to:

City of Sunrise
Attn: Risk Manager Office
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

4.3 PATENTS AND ROYALTIES

The Bidder, without exception, shall indemnify and save harmless the City of Sunrise and its employees from liability of any kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article of manufacture lot any article used in the performance of the Contract, including its use by the Purchaser. 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.

4.4 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract period shall be for two (2) years, commencing on the date of award or the date this contract is executed by both parties, whichever is later. In addition, the City reserves the right to renew the contract for two (2) additional one (1) year periods, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City, contingent upon budget approval.

4.5 CONTRACT CONTINUITY / TRANSITIONAL PERIOD

In the event the services are scheduled to end either by Contract expiration or by termination by the City of Sunrise (at the City's discretion), the Bidder shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Bidder will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

4.6 CONTRACTS OVERLAPPING FISCAL YEARS:

The City's fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's terms extends beyond the fiscal year in which the Contract commences, the City will issue a new Purchase Order to cover its needs for the balance of the fiscal year and a new purchase order will be issued to correspond with the remaining months of the Contract that extends into the next fiscal year. Issuance of a new Purchase Order shall be subject to the availability of budgeted funds.

4.7 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS

City is a bona fide governmental entity of the State of Florida with City's fiscal year ending on September 30 of each calendar year. If City does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of City's obligation under this Agreement were last appropriated by City and City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

4.8 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon three (3) calendar days written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Contractor abandons this Agreement or causes it to be terminated by the CITY, the Contractor shall indemnify the CITY against any loss pertaining to this termination. In the event that the Contractor is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.9 and the provisions of Section 4.9 shall govern.

4.9 TERMINATION FOR CONVENIENCE

A Contract resulting from this Bid may be terminated by the City without cause upon thirty (30) days written notice to the Vendor. In the event of such a termination without cause, the Vendor shall be compensated for all services performed to the City's satisfaction, together with reimbursable expenses incurred. In such event, the Vendor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this Contract.

4.10 TERMS RELATING TO PRICE

Unless otherwise noted by the City, all prices shall be firm through the period of the Contract or purchase order and shall not be subject to increase. In the event of a manufacturer's or Vendor's price decrease during the Contract period, the City shall receive the full benefit of such price reduction on any undelivered goods or services on an existing purchase order and on any subsequent order placed during the Contract period. The Director of Purchasing must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of Contract for cause, pursuant to these Terms and Conditions.

☒ In the event of a manufacturer's price increase during the Contract period, the Vendor shall submit proof from the manufacturer of said increase, and the City may accept the price increase at the time of Contract renewal, or terminate or re-bid the Contract, in whole, or in part, whichever is in the best interest of the City.

☒The cost of all services as bid herein shall remain firm for the first year of the Contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept of Labor whichever is less. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least sixty (60) days prior to the Contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the Contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Vendor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract may be cancelled by the City upon giving thirty (30) days written notice to the Vendor.

4.11 SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES

The Vendor shall not sell, transfer or assign the performance required by this bid without the prior written consent of the City. Any Award issued pursuant to this bid and the monies which may become due hereunder are not assignable, unless the prior written approval of the City is obtained.

4.12 PAYMENT/BILLING INSTRUCTIONS

Payment will be made by the City after the items or services awarded have been, received, inspected, found to comply with award specifications, are free of damage or defect and are properly invoiced.

Invoices, unless otherwise indicated, must show Purchase Order Number and shall be submitted in duplicate to:

CITY OF SUNRISE,
Finance Department
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Payment will be made within 30 days after delivery, authorized inspection and acceptance. The City is exempt from Federal and State Taxes for tangible personal property. The City will provide an exemption certificate to the Vendor upon request. The Vendor is not exempt from paying sales tax to the suppliers for materials to fulfill Contractual obligations with the City, nor is Vendor authorized to use the City's tax exemption Number in securing such materials.

4.13 PUBLIC ENTITY CRIMES

Please be informed that pursuant to Section 287.133(2)(a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity" in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." The submission of a bid shall constitute an affirmative representation of the Contractor to the City that the Contractor is aware of the Statute and in full compliance thereof.

4.14 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

If applicable, Vendor certifies that all material, equipment, etc. contained in the bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by Vendor.

4.15 SAFETY DATA SHEETS (SDS)

In compliance with federal standards and regulations listed under OSHA 29 CFR 1910.1200 Hazard Communication Standard with adopted Globally Harmonized System of Classification and Labeling of Chemicals when applicable, any item delivered from a Contract resulting from this bid must be accompanied by a Safety Data Sheet (SDS), if applicable. The SDS must contain the following information: 1. Product identifier used on the label and any other common names or synonyms by which the substance is known. 2. Hazard Identification and the appropriate warning information associated with those hazards. 3. Composition/Information on Ingredients in the product. 4. First-Aid Measures for

initial care to individuals who have been exposed to the chemical. 5. Fire-Fighting Measures for fighting a fire caused by the chemical. 6. Accidental Release Measures with recommendations on appropriate spill, leak, or release response. 7. Handling and Storage for safe practice and conditions. 8. Exposure Controls/Personal Protection indicating exposure limits, engineering controls, and personal protective measures that can be used to minimize worker exposure. 9. Physical and Chemical Properties of the substance or mixture. 10. Stability and Reactivity information of the chemical. 11. Toxicological Information identifying health effects and toxicology of the chemical.

4.16 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE / CONSTRUCTION DEBRIS:

☒ Not applicable to this bid.

4.17 NO DAMAGES FOR DELAY

The CONTRACTOR shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Project from any cause whatsoever including an act or neglect of the CITY, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY, or by other causes which the CONTRACTOR determines may justify delay. The CONTRACTOR'S sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. However, additional costs to the CONTRACTOR or delays in the CONTRACTOR'S performance caused by improperly timed activities shall not be the basis for granting a time extension. If the CONTRACTOR wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative shall determine whether or not the CONTRACTOR is entitled to a time extension for the delay. The failure of the CONTRACTOR to give such notice shall constitute a waiver of any claim under this section.

4.18 GOVERNING LAW AND VENUE

The Contract shall be governed by the laws of the State of Florida. Except as set forth in the indemnification section of the Contract should the Parties be involved in legal action arising under, or connected to this Contract, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

4.19 DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public

entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

4.20 SCRUTINIZED COMPANY

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

4.21 PUBLIC RECORDS LAW

The CONTRACTOR shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONTRACTOR and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the CONTRACTOR shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the CONTRACTOR fails to comply with the requirements in this Section 4.19, the City may enforce these provisions in accordance with the terms of this Contract. If the CONTRACTOR fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), e-mail (CityClerk@sunrisefl.gov), or mail (City of Sunrise, Office of the City Clerk, 10770 West Oakland Park Boulevard, Sunrise, Florida 33351).

4.22 NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

4.23 ELECTRONIC RECORD KEEPING

Bidder certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

4.24 COMPLIANCE WITH LAWS

Bidder and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

4.25 E-VERIFY – EMPLOYMENT ELIGIBILITY

4.25.1 Contractor warrants and represents that it is complies with Section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verify that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

4.25.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not

supersede any provision of this Contract which requires a longer retention period.

4.25.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

4.25.4 If City terminates this Contract pursuant to the subsection 4.25.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

END OF SECTION

SECTION 5 - BID SUBMISSION CHECK LIST

COMPANY NAME: (Please Print): Southland Controls, Inc.
Phone: _____ Fax: _____

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

✓ 1. Carefully read the SPECIFICATIONS.

✓ 2. Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").

✓ 3. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.

✓ 4. Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").

✓ 5. Fill out the VENDOR QUALIFICATION STATEMENT (Schedule "D"), if required.

✓ 6. Include WARRANTY INFORMATION FORM AND EXHIBITS (Schedule "E"), if required.

✓ 7. CHECK THE INSURANCE and LICENSE requirements to be sure you comply, and submit PROOF of INSURANCES or LICENSES, if required, with your Bid (Schedule "F").

✓ 8. Complete STATEMENT OF NO BID (Schedule "G"), if applicable.

✓ 9. Submit Bid Electronically: www.demandstar.com

N/A 10. Include a Bid Bond, if applicable.

✓ 11. Make sure your BID is submitted prior to the deadline. Late Bids will not be accepted.

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.
THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

SECTION 6 – BID SUBMISSION PACKAGE

SCHEDULE "A"
CITY OF SUNRISE
BID SHEET & CERTIFICATION

ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

Item No.	Estimated Qty.	Description	Unit Cost	Extended Total
1.	200	Hourly Rate for Non-Emergency Repair Services *(regular business hours) Monday - Friday 8:00 AM – 4:30 PM	$105.00 Per Hour	$21,000.00
2.	40	Hourly rate for Emergency Repair Services * (after regular business hours)	$157.50 Per Hour	$6300.00

*The City shall pay the Contractor cost plus fifteen percent (15%) for all parts and materials

TOTAL BID OFFER (Items 1-2): $ 27,300.00

Twenty Seven Thousand Three Hundred
(Written Amount)

All deliveries will be made by Common Carrier ONLY. Yes ✓
No_____

Delivery will be made within _____ calendar days after receipt of purchase order. *(To Be Completed ONLY if Bidder is unable to comply with specified delivery requirements indicated within the bid document.*

If applicable, would you extend the prices bid herein to other municipalities? Award of bid is not contingent upon concurrence with this offer to other municipalities. Yes: ✓ No: _____

ADDENDUM RECEIPT
Bidder shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

ADDENDUM NO: _____/DATE_____ADDENDUM NO: _____/DATE_____

ADDENDUM NO: _____/DATE_____ADDENDUM NO: _____/DATE_____

Vendor Name Name of Authorized Person

SCHEDULE "A"
(Continued)

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name:
Southland Controls, Inc.

Address 3538 SW Armellini Ave Bay 5

City Palm City State FL Zip 34990

Phone# 706-781-5910 Fax# E-Mail curtis@southlandcontrols.com

Signature: Title President

Printed Name: Curtis Onsager

FEID or Social Security No. 65-0671712

SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

See Attached

SCHEDULE "B"
CITY OF SUNRISE
NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in, executed and notarized by the Bidder. If the bid is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the bid.

STATE OF)
) SS
COUNTY OF)

_____, being first duly sworn, deposes and says that
(*Type or print name of person who is signing below)*

1. He/she is the _____(*Owner, Partner, Officer, Representative or Agent)*
of the Bidder that has submitted the attached Bid.

2. He/she is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

3. Said Bid is made without any connection or common interest in the profits with any other persons making a Bid for the said commodities/services. Said Bid is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Sunrise is directly or indirectly interested therein. If any relatives are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____
Name: _____ Relationship: _____

Company Name: _____

Bidder's Authorized Signature: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ (title) of _____(Company).

(SEAL) _____
Signature of Notary Public – State of Florida

_____
Print, type or stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

SCHEDULE "C"
CITY OF SUNRISE

BIDDER'S DRUG - FREE WORKPLACE CERTIFICATION

Preference may be given to Vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL SUBMISSIONS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids, Bids or replies 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 procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace 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 dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 Vendor complies fully with the above requirements.

I hereby certify that the company submitting this Bid has established a Drug Free work place program in accordance with State Statute 287.087

VENDOR'S SIGNATURE

Southland Controls

COMPANY'S NAME

SCHEDULE "D"
CITY OF SUNRISE
BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: Southland Controls

Address:
3538 SW Armellini Ave Bay 5 (Street) Palm City (City) FL (State) 34990 (Zip Code)
Telephone: (706) 781-5910 Fax: ( ) E-Mail: curtis@southlandcontrols.com
Web Site: southlandcontrols.com

How many years has your organization been in business under its present name? 49 Years

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

Under what former names has your business operated?

At what address was that business located? 3538 SW Armellini Ave Bay 5, Palm City, FL 34990

Are You Certified? Yes_____ No _____ If Yes, ATTACH COPY OF LICENSE
Are You Licensed? Yes ✓ No_____ If Yes, ATTACH COPY OF LICENSE

Has your company or its senior officers ever declared bankruptcy?
Yes_____ No ✓ If yes, explain:

Are you a sales representative, ✓ distributor, ✓ broker, _____ manufacturer ✓ of the commodities/services bid upon?

Have you ever received a Contract or a Purchase Order from the City of Sunrise or other government entity? Yes ✓ No _____ If Yes, explain (date, service/project, bid title, etc.)

Have you ever received a complaint on a Contract or bid awarded to you by any government entity? Yes_____ No ✓ if yes, explain:

Have you ever been debarred or suspended from doing business with any government entity?
Yes _____ No ✓ If Yes, explain_____

Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending; if such proceeding arises from or is a dispute

concerning the Consultant's rights, remedies or duties under a Contract for the same or similar type services to be provided under this Bid:

_____

_____

(Attach additional sheets as necessary)

SCHEDULE "D"
(Continued)
REFERENCES:

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years:

Agency/Firm Name: Village of Palm Springs
Address: 226 Cypress Lane
City/State/Zip Code: Palm Springs, FL 33460
Phone: 561-635-4282
Fax:
Contact: Paul Ward
E-Mail: pward@vpsfl.org

Agency/Firm Name: Loxahatchee River District
Address: 2500 Park Dr
City/State/Zip Code: Jupiter, FL 33458
Phone: 561-348-0068
Fax:
Contact: Nathan Jarvis
E-Mail: jathan.jarvis@lrecd.org

Agency/Firm Name: City of Riviera Beach
Address: 600 W Blue Haron Blvd
City/State/Zip Code: Riviera Beach, FL 33404
Phone: 561-845-4051
Fax:
Contact: David Danford
E-Mail: ddanford@rivierabeach.org

Agency/Firm Name: City of Lauderhill Utilities
Address: 5581 W Oakland Park Blvd
City/State/Zip Code: Lauderhill. FL 33313
Phone: 954-730-2972
Fax:
Contact: Lurleen Evans
E-Mail: levans@luderhillfl.gov

Agency/Firm Name: City of Delray Beach
Address: 200 SW 6th St
City/State/Zip Code: Delray Beach, FL 33444
Phone: 561-862-2873
Fax:
Contact: William Blake
E-Mail: blake@mydelraybeach.com

Agency/Firm Name: City of Ocala Utilities Dept
Address: 1805 NE 30th Ave
City/State/Zip Code: Ocala, FL 34470
Phone: 352-351-6778
Fax:
Contact: Luis Acosta
E-Mail: lacosta@ocalafl.org

YOUR COMPANY NAME Southland Controls
ADDRESS 3538 SW Armellini Ave Bay 5 Palm CIty, FL 34990
PHONE: 706-781-5910 FAX:
EMAIL: curtis@southlandcontrols.com

SCHEDULE "E"
CITY OF SUNRISE

WARRANTY INFORMATION FORM

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH BID
MINIMUM WARRANTY SHALL BE AS SPECIFIED HEREIN

MAKE AND MODEL OF ITEM PROPOSED:
All future sales and labor will be covered by warranty

DOES WARRANTY APPLY TO ENTIRE PACKAGE OR ONLY TO SPECIFIC PARTS? (State Explicitly)
All future sales and labor will be covered by warranty

DOES WARRANTY INCLUDE LABOR FOR REPLACEMENT OF DEFECTIVE PARTS?
✓ YES ____ NO

WARRANTY PERIOD FOR PARTS REPLACEMENT One Year

WHO WILL PROVIDE LABOR, AND WHERE, IN THE EVENT OF FAILURE WITHIN WARRANTY PERIOD? Southland Controls

TELEPHONE: 706-781-5910 FAX: ____
EMAIL: curtis@southlandcontrols.com

NEAREST SOURCE TO THE CITY OF SUNRISE FOR PARTS AND SERVICE AFTER WARRANTY PERIOD:
Southland Controls

TELEPHONE: 706-781-5910 FAX: ____
EMAIL: curtis@southlandcontrols.com

A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:
____ YES ✓ NO

NAME OF BIDDER: Southland Controls

SIGNATURE AND TITLE: [signature] President
TELEPHONE: 706-781-5910 FAX: 772-678-6298

DATE: 06/23/2021

SCHEDULE "F"
CITY OF SUNRISE

PROOF OF INSURANCE, REQUIRED LICENSES AND CERTIFICATIONS

ATTENTION BIDDER:

ATTACH TO SCHEDULE "F":

1. PROOF OF INSURANCE AS SPECIFIED HEREIN
2. COPIES OF LICENSES, IF APPLICABLE
3. IRS FORM W-9
4. PROOF OF EXPERIENCE

NOTE: Only the successful Bidder shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.

SCHEDULE "G"
CITY OF SUNRISE

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this solicitation, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Bidders for the City of Sunrise. Please indicate bid name and number on the outside of the envelope. Thank you.

MAIL TO: CITY OF SUNRISE
10770 W. OAKLAND PARK BLVD.
SUNRISE, FL 33351
ATTN: CITY CLERK'S OFFICE

We, the undersigned have declined to bid for the following reason:

_____ Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation for Bid.

_____ We do not offer this product or an equivalent.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirements.

_____ Specification unclear (explain below).

_____ Other (specify below).

REMARKS:

_____

_____

_____

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E MAIL: _____

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Southland Controls, Inc. 3538 SW Armellini Ave, Bay 5, Palm City, FL 34990 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of Sunrise – Broward County, FL. said contract being identified as: Lime Slaker Repair Services, Contract No. 21-26-05-CM. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Lime Slaker Repair Services (see Exhibit A – original contract).

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Southland Controls, Inc... The term of said agreement shall be for the period effective date of signature of the City Manager through 8/12/2023 with renewal option for two (2) one (1) year periods.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Manager.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00 and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of

insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Southland Controls, Inc.
Attn: Curtis Onsager
3538 SW Armellini Avenue, Bay 5
Palm City, FL 34990
(706)-781-5910
curtis@southlandcontrols.com

Southland Controls, Inc.

Entered this 9 day of Feb

Curtis Onsager - President

(Print Name / Title)

(Signature)

2-9-23

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

X No (Approved by City Manager)

CITY OF COCOA

By:

Date: 2/14/2023

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: N/A

Date:

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

Attested By: City Clerk

CORPORATE SEAL FLORIDA

CITY CLERK
CITY OF SUNRISE

2021 AUG 11 PM 3:03

SUNRISE, FLORIDA

RESOLUTION NO. 21-99

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 21-26-05-CM TO SOUTHLAND CONTROLS, INC. FOR THE PURCHASE OF LIME SLAKER REPAIR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The award of Bid No. 21-26-05-CM for the Purchase of Lime Slaker Repair Services to Southland Controls, Inc., is hereby approved in an amount not to exceed the FY 2020-2021 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. The Procurement Manager or designee is hereby authorized to extend or renew the award, in accordance with the terms of the bid.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS 10TH DAY OF AUGUST, 2021.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: DOUGLAS
SECOND: SCUOTTO

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney as to Form and Legal Sufficiency.

Kimberly A. Kisslan

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Southland Controls [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Southland Controls [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Curtis Onsagen

Date: 2-10-23

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2/10/2023 (date) by CURTIS ONSAGEN (name of officer or agent, title of officer or agent) of SOUTHLAND CONTROLS (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FLORIDA DRIVERS LIC. (type of identification) as identification.

[Notary Seal] Notary Public

Ricky Cochran

Name typed, printed or stamped

My Commission Expires: 2-20-2024

Ricky Lee Cochran
Comm. # GG 960483
Expires: Feb. 20, 2024
Bonded Thru Aaron Notary

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

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The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of Sunrise – Broward County, FL. said contract being identified as: Lime Slaker Repair Services, Contract No. 21-26-05-CM. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Lime Slaker Repair Services (see Exhibit A – original contract).

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Southland Controls, Inc... The term of said agreement shall be for the period effective date of signature of the City Manager through 8/12/2023 with renewal option for two (2) one (1) year periods.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Manager.

a. Insurance Requirements (As Applicable):

Liability Insurance

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It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00 and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Southland Controls, Inc.
Attn: Curtis Onsager
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Palm City, FL 34990
(706)-781-5910
curtis@southlandcontrols.com

insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

Southland Controls, Inc.

Entered this 10 day of Feb

Curtis Onsugon / President

(Print Name / Title)

(Signature)

2-10-23

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

X No (Approved by City Manager)

CITY OF COCOA

By: _____

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: N/A

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

OP ID: LG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 ARDEN INSURANCE ASSOCIATES 525 W. LANTANA RD. LANTANA, FL 33462-1625 ROBERT W. NORBERG	CONTACT NAME: ROBERT NORBERG PHONE (A/C, No, Ext): 561-582-4101 FAX (A/C, No): 561-586-8061 E-MAIL ADDRESS: Certificates@ardeninsurance.com PRODUCER CUSTOMER ID #: SOUTH-6
INSURED SOUTHLAND CONTROLS,INC CURTIS ONSAGER P.O. BOX 169 PALM CITY, FL 34991	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : STARSTONE NATIONAL — 44776 INSURER B : RETAILFIRST INS. COMPANY — 10700 INSURER C : ATEGRITY SPECIALTY INSURANCE — 16427 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: [ ] POLICY [X] PRO-JECT [ ] LOC	X		PRL00001019P-01	11/04/2022	11/04/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 10,000 1,000,000 2,000,000 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0520-59712-00	11/15/2022	11/15/2023	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	PROPERTY			GPD0008440	06/24/2022	06/24/2023	CONTENTS		392,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COMMERCIAL PLUMBING, FLOW METERS, PRESSURE GAGES

CITY OF COCOA IS NAMED AS ADDITIONAL INSURED IN REFERENCE TO GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO ALL POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS.

CERTIFICATE HOLDER

COCOA02

CITY OF COCOA
375 N COCOA BLVD
COCOA, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Norberg

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

David M Rom
507 West Main Street

Inverness FL 344504748

CONTACT NAME: David M Rom
PHONE (A/C, No, Ext): 352-341-3276 **FAX (A/C, No):**
E-MAIL ADDRESS: david.rom.p4hs@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company (inclu	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

SOUTHLAND CONTROLS INC.
PO BOX 1169

PALM CITY FL 349911169

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ **COMMERCIAL GENERAL LIABILITY**						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	N	C18 6938-F26-59I	12/26/2022	06/26/2023	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			E99 7285-F06-59H	12/06/2022	06/06/2023	BODILY INJURY (Per accident)	$ 1,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cocoa is listed as additional insured as respects the auto liability as required by written contract, subject to all terms, conditions, limitations and exclusions.

2020 Ford F250 VIN: 1FT7W2BT0LEC36767
2018 Ford Transit VIN: 1FTYR2CM5JKA77939

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd

Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David M. Rom

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Legislation Details (With Text)

File #:	23-216	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/23/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Consideration of Second and Final Reading of Ordinance 01-2023 a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of two (2) parcels totaling ±.64 acres from County Single-Family Residential (RU-1-9) to City Single-Family Residential (RU-1-7). (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 01-2023 Rezoning Paradise Church County RU-1-9 to RU-1-7 (1).pdf Exhibit A - Paradise Church Site Location (1) (3).pdf Exhibit B - Paradise Zoning Map (1) (1).pdf Exhibit C - FLU Paradise Church (1) (1).pdf Exhibit D - Application 2424558-242457 Paradise Church (1).pdf Legal Ad 4-11-23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2023
Agenda Date: April 11, 2023
Prepared By: Bryant Smith III, P.E., CFM, Public Works Director
Through: Bryant Smith III, P.E., CFM, Public Works Director
Requested Action:
Consideration of Second and Final Reading of Ordinance 01-2023 a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of two (2) parcels totaling ±.64 acres from County Single-Family Residential (RU-1-9) to City Single-Family Residential (RU-1-7).

BACKGROUND:

Homer Brown, representing Paradise Church, is requesting to amend the Official Zoning Map designation of two (2) parcels, with Parcel IDs 24-36-32-296-7 and 24-36-32-296-8, totaling ±.64 acres, County Single-Family Residential (RU-1-9) to City Single-Family Residential (RU-1-7). The properties involved are as depicted in Exhibit A - Location Map. This change is requested to assign a zoning district for these parcels following their annexation from Brevard County. This annexation was effective as of May 28, 2004 as part of Ordinance 11-2004. At the time of the annexation, these properties were amended to the Low Density Residential future land use classification (Exhibit B). However, the zoning of the parcels was never amended from their prior zoning classification with the

County.

Future Land Use Designation: Current: Low Density Residential
Proposed: Low Density Residential
Zoning District: Current: RU-1-9 (County)
Proposed: RU-1-7
Existing Land Use: Vacant
Council District: District 1 Councilmember Alex Goins

Overview of Surround Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Low Density Residential	RU-1-9 (County)	Single-Family Residential
South	Low Density Residential	RU-1-9 (County)	Single-Family Residential
East	Low Density Residential	RU-1-9 (County)	Single-Family Residential
West	Low Density Residential	RU-1-7	Multi-Family Residential

I. Consistency with Code of the City of Cocoa

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City of Cocoa, Article XXII, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The proposed rezoning is not contrary to the established land use pattern. Rather, it changes the zoning to match the Low Density Residential future land use classification which was assigned this property at annexation.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: The proposed zoning amendment would not create an isolated district. Rather, it would change the zoning to be in conformance with the Low Density Residential future land use assigned to the property at annexation. This would cause the property to not be isolated relative to the properties with the same zoning and future land use classifications in the area. The property adjacent and to the west of the subject property is already zoned RU-1-7.

c. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: This zoning change would not materially alter the population density pattern nor increase or overtax local facilities. Rather, it would conform with the low density residential future land use assigned to the property at the time of its annexation from Brevard County. The potential density/intensity for the subject property would remain the same, conforming with the surrounding existing development.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: City of Cocoa zoning district boundaries do not currently exist because the property has been annexed into the City of Cocoa, but maintains Brevard County zoning. A City of Cocoa zoning district should be assigned.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The proposed zoning amendment would not be contrary to the Future Land Use Map. Rather, the rezoning to RU-1-7 is consistent with the existing Low Density Residential Future Land Use Map designation. The proposed zoning amendment would be consistent with the policy outlining the general intent of the Low Density Residential future land use classification.

Policy 1.1.2.3: Low Density Residential (LDR). Low-density residential areas are neighborhoods of single family detached housing, limited multiple family attached housing and limited clustered single family attached housing. Institutional, open space and recreational uses are also allowed in this category…

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: This rezoning is necessitated by the annexation of this property into the City without a subsequent changing of the zoning classification to match the assigned City future land use classification following annexation.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The proposed change will not adversely influence living conditions on the area. The zoning change will be in conformance with the Low-density Future Land use found on this property and in the surrounding area.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: This change will not create or excessively increase traffic congestion. It will simply implement the RU-1-7 zoning classification, which is consistent with the Low Density Residential

future land use classification found on this and nearby parcels. No change in intensity is being proposed.

i. *The proposed change will create a drainage problem.*

Staff Finding: No increase in development intensity will be occurring with this rezoning. It will simply be changing the former County zoning to a classification consistent with the City future land use applied at annexation.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: As has been previously noted, this zoning amendment will not bring any increase in development density. It simply is changing the current County zoning category to a City classification which is compatible with the City future land use applied at annexation.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: This zoning amendment will in no way change the development intensity of this property in a way which could adversely affect property values in the adjacent area. No new uses are proposed through this amendment.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: The proposed amendment will not be a deterrent to the improvement or development of adjacent properties. Rather, it will bring the property into conformance with the zoning and future land use classifications of other adjacent properties.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: This rezoning will not grant a special privilege to an individual owner as contrasted to the public welfare. Rather, it will bring the existing property into conformance with the future land use and zoning of the remainder of the properties in this area.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: The property currently has a County zoning classification. The property could not be developed under this classification, as the property has been annexed into and the City and has its Low Density Residential future land use classification.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the City.*

Staff Finding: No new density or intensity is proposed, and thus, the surrounding scale of development will not be impacted.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: The proposed zoning will allow it to match the existing future land use classification, allowing the development already allowed for the property under the Comprehensive Plan.

Consistency with Comprehensive Plan Policies and Objectives
The proposed RU-1-7 zoning designation is consistent with the allowable uses under the Low Density Residential future land use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities
Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Response: This rezoning will in no way impact the level of service for facilities in this area.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

At the March 14, 2023 City Council Meeting, the City Council approved Ordinance 01-2023 on First Reading.

At March 1, 2023 Planning and Zoning Meeting the Planning and Zoning Board recommended approval to the City Council of Ordinance 01-2023 a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of two (2) parcels totaling ±.64 acres from County Single-Family Residential (RU-1-9) to City Single-Family Residential (RU-1-7).

RECOMMENDED MOTION:

Staff recommends approval on second and final reading to the City Council of Ordinance 01-2023 a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Official Zoning Map designation of two (2) parcels totaling ±.64 acres from County Single-Family Residential (RU-1-9) to City Single-Family Residential (RU-1-7).

ORDINANCE NO. 01-2023

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

WHEREAS, the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County RU-1-9 (Single Family Residential District) to

City of Cocoa RU-1-7 (Single-Family Residential District) for the real property depicted and described on **Exhibit A,** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

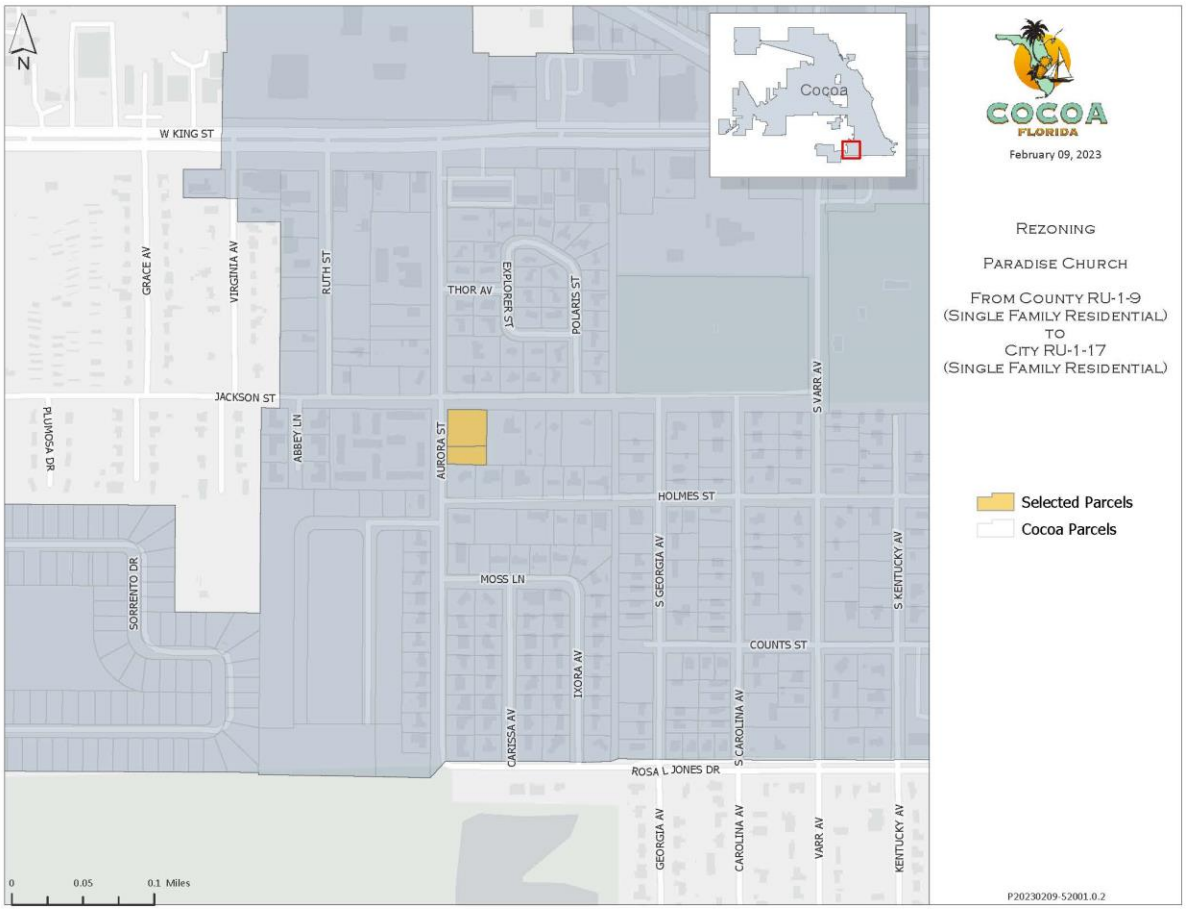
EXHIBIT A

Legal Description of Real Property

Begin at the Northwest corner of Block 6, PINE GROVE PARK, according to the plat of said subdivision recorded in Plat Book 9, Page 24, public records of Brevard County, Florida, and thence go easterly along the north line of said Block 6, a distance of 140 feet to a point; thence south 137.50 feet to a point; thence west 140 feet to a point on the east line of Aurora Street; thence north along the east line of Aurora Street 137.50 feet to the point of beginning.

AND

PART OF BLOCK 6, OF THE SUBDIVISION OF PINE GROVE PARK AS SHOWN BY THE PLAT OF SAID SUBDIVISION RECORDED IN IN PLAT BOOK 9, PAGE 24, OF THE CURRENT PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND MORE FULLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE WEST LINE OF SAID BLOCK 6 OF SAID PINE GROVE PARK AT A POINT 200 FEET SOUTH OF THE NORTHWEST CORNER OF SAID BLOCK 6, THENCE FOR A FIRST COURSE GO EAST AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 6, A DISTANCE OF 140 FEET TO A POINT; THENCE FOR A SECOND COURSE GO NORTH AND PARALELL TO THE WEST LINE OF SAID BLOCK 6 A DISTANCE OF 62.5 FEET TO A POINT; THENCE FOR A THIRD COURSE GO WEST AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 6, A DISTANCE OF 140 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 6; THENCE FOR A FOURTH COURSE GO SOUTH ON THE WEST LINE OF SAID BLOCK 6 A DISTANCE OF 62.5 FEET TO A POINT OF BEGINNING.


N
W KING ST
GRACE AV
VIRGINIA AV
RUTH ST
THOR AV
EXPLORER ST
POLARIS ST
S VARR AV
JACKSON ST
PLUMOSA DR
ABBEY LN
AURORA ST
HOLMES ST
SORRENTO DR
MOSS LN
S GEORGIA AV
S KENTUCKY AV
COUNTS ST
IZORA AV
CARISSA AV
S CAROLINA AV
ROSA L JONES DR
GEORGIA AV
CAROLINA AV
VARR AV
KENTUCKY AV
0
0.05
0.1 Miles
Cocoa
COCOA
FLORIDA
February 09, 2023
REZONING
PARADISE CHURCH
FROM COUNTY RU-1-9
(SINGLE FAMILY RESIDENTIAL)
TO
CITY RU-1-17
(SINGLE FAMILY RESIDENTIAL)
Selected Parcels
Cocoa Parcels
P20230209-52001.0.2

Paradise Church Site Location



2/17/2023

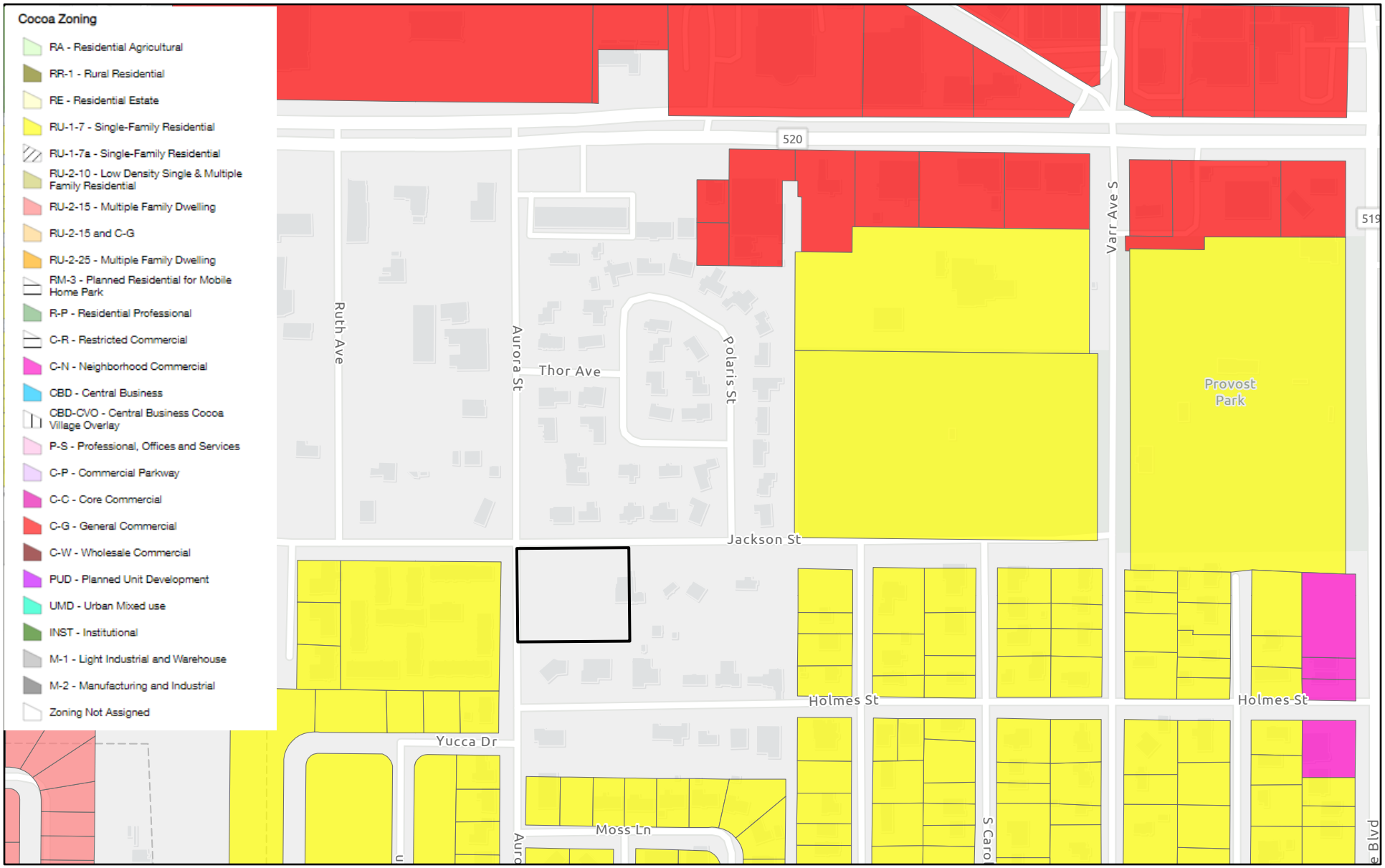
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0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Esri Community Maps Contributors, Brevard County, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

Paradise Church Zoning Map



2/17/2023

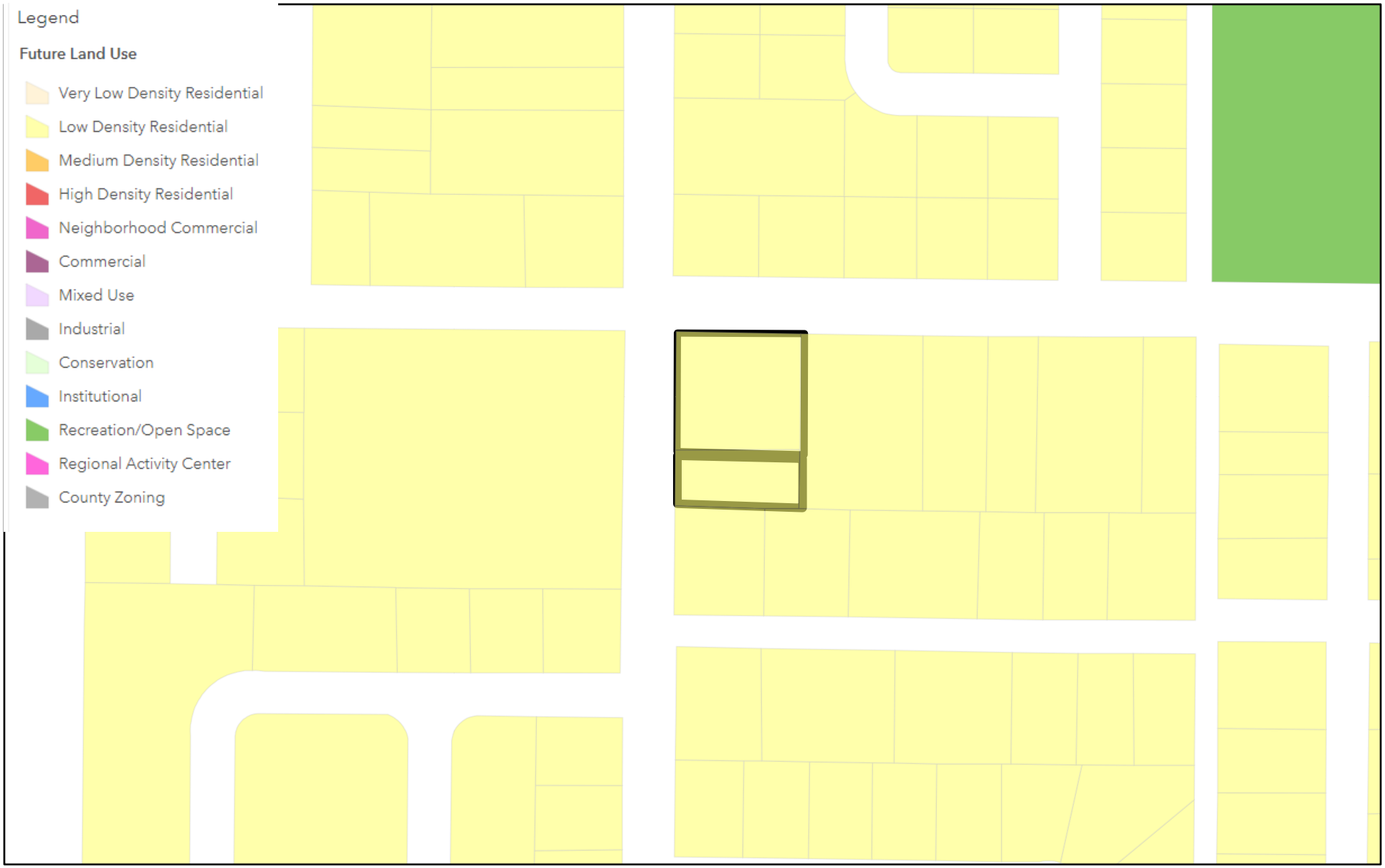
1:4,394

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Esri Community Maps Contributors, Brevard County, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

Future Land Use



2/17/2023

1:2,197

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Application # **PZ** - _____ - _____

Serving the Community

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** _____
2. **Proposed Zoning Category:** Single Residential Family
3. **Existing Future Land Use Category:** LDR
4. **Proposed Future Land Use Category (*if applicable*):** _____
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): Paradise COOLJC

   Name: Homer R. Brown

   Mailing Address: 992 Demaret Drive

   City: Rockledge State: FL Zip Code: 32955

   Phone #: _____ Fax #: _____

   Mobile #: (321) 698-8822 E-mail: _____

6. **Property Owner Information:** ** Check here if same as Applicant →* ☑
   ** If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): _____

   Name: _____

   Mailing Address: _____

   City: _____ State: _____ Zip Code: _____

   Phone #: _____ Fax #: _____

   Mobile #: _____ E-mail: _____

18. **In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.**

a. **Whether or not the proposed change is contrary to the established land use pattern.**

Proposed change is not contrary to land use pattern

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

Will not create isolated district.

c. **Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.**

Changes will have little to no effect on public facilities.

9. **Application filing deadline.** The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

7. **Property Information:**

Street Address and Location: 206 Aurora St. Cocoa, FL

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

☐☐☐☐☐☐☐ ☐☐☐☐☐☐☐

Land Area: _____ square feet or _____ acres

Existing Use(s) on Property: Vacant Lot

Proposed Use(s) on Property: Church

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

a. ☐ **Notarized application.**

b. ☐ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to obtain these materials from the following for a nominal fee:

Brevard County Planning and Zoning, Attn: Graphics.
Brevard County Government Center, Building A
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 633-2060 Fax: (321) 633-2152

c. ☐ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☐ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

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

f. ☐ **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).

g. ☐ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☐ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

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

d. Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

No, not changing property lines.

e. Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.

Not Contrary

f. Whether or not changed or changing conditions make the passage of the proposed amendment necessary.

Not necessary

g. **Whether or not the proposed change will adversely influence living conditions in the neighborhood.**

There will be not changes to living conditions in the neighborhood.

h. **Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.**

~~After application is approved will request special exception from/with BOA.~~ (HOB)

Traffic flow may increase on Sunday Mornings but facility will be small scale so increased traffic flow will not be significant

i. **Whether or not the proposed change will create a drainage problem.**

No drainage problems.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

N/A

k. Whether or not the proposed change will adversely affect property values in the adjacent areas.

There will be no impact on property values.

l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Changes will not deter improvement or development of surrounding properties

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

N/A

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

Property use is in accordance with existing zoning.

After application is approved, will request special exception with BOA

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

Not out of scale with needs of neighborhood

p. Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Because the proposed use is Single Residential Family zoning, it is not impossible to use in other districts within the city

19. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Homer R. Brown being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Homer R. Brown
(APPLICANT SIGNATURE)

Malak M Hammad
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced FL. DL [redacted]

MALAK MUHAMMAD HAMMAD
Notary Public - State of Florida
Commission # GG 934351
My Comm. Expires Nov 24, 2023
Bonded through National Notary Assn.

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this _____ day of _____, 20 _____

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005642993
Pymt Method Invoice
Net Amount 271.36

Run Times: 1

No. of Affidavits: 1

Run Dates: 03/28/23

Text of Ad:

Ad#5642993 03/28/2023

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER
THE FOLLOWING:

ORDINANCE 01-2023 - ZONING MAP AMENDMENT

SECOND READING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; amending the Official Zoning Map designation of two (2) parcels of real property, totaling 0.46 acres, more or less, and generally located on the southeast corner of Aurora Street and Jackson Street, more particularly depicted and legally described on Exhibit "A" attached hereto, from Brevard County RU-1-9 (Single Family Residential) to City of Cocoa RU-1-7 (Single-Family Residential District); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date. Parcel ID numbers: 24-36-32-29-6-7 and 24-36-32-29-6-8.

CITY COUNCIL 2nd PUBLIC HEARING
WILL BE HELD ON
April 11, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at **https://cocoa.legistar.com/Calendar.aspx**
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at **meetings@cocoafl.org**, or via E-comments through the online agenda at the link

above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at **https://cocoa.legistar.com/Calendar.aspx**
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Legislation Details (With Text)

File #:	23-222	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	3/27/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Approve the current Code Enforcement Lien Reduction for the property located at 123 Factory St per either the Code Board's or Staff's recommendation. The Code Enforcement Board recommended that the lien be reduced to $1,000.00, staff recommended it be reduced to staff's cost $3,329.13. The Code Board reduced the amount to $1,000.00 due to hardship. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application.pdf Staff Report for Lien Reduction-123fac.pdf Cost Affidavit Form -123.pdf BCPAO123Factory.pdf 2020-4075 NOV 123 Factory 2-26-2020.pdf board order EX10-17-20.pdf Order Imposing Lien.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 27, 2023
Agenda Date: April 11, 2023
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien Reduction for the property located at 123 Factory St per either the Code Board's or Staff's recommendation. The Code Enforcement Board recommended that the lien be reduced to $1,000.00, staff recommended it be reduced to staff's cost $3,329.13. The Code Board reduced the amount to $1,000.00 due to hardship. .

BACKGROUND:

CASE # #16-772

The Code Enforcement Board held a public hearing on **9/17/2020**, at which time the Board found the owner, **Matthew, Hall** in violation of the following:

12-1 (a) (b) Business Tax Receipt

Sec. 6-902 (b) (1)(2) Storing Junk or Autos

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **1/21/2021.** The lien ran at **$50.00** per day from **10/17/2020** until compliance was achieved on **11//2022**. Code records show onsite inspections were conducted by Officer Murdick and myself. The case was closed leaving a fine of $37,960.00.The current owner, **Mathew Hall**, is requesting that the lien be reduced to **Staff's Hard Costs**

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, Vacant Land used as a business**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **27**
- Property Taxes: **Taxes paid through 2022**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **3/14/2023 and was in compliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$102,190.00** according the Brevard County Property Appraiser as a vacant residential lot. Property was cited with a home.

Staff submits their cost sheet and the in the total amount of **$3,329.13**

Staff's recommendation is that the fine/lien be reduced to **$3,329.13** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting March 16, 2023, recommended that the lien be reduced to $1,000.00..

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien Reduction for the property located at 123 Factory St. per either the Code Board's or Staff's recommendation. The Code Enforcement Board recommended that the lien be reduced to $1,000.00, staff recommended it be reduced to staff's cost $3,329.13. The Code Board reduced the amount to $1,000.00 due to hardship. .

powered by Legistar™

CK# 1168829762

Application # CE - 19 - 1410

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

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

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

For Office Use Only - Date Received
RECEIVED
JAN - 6 2023
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 01-06-2023

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

Company (if applicable): _____

Name: Matthew Hall

Mailing Address: 1640 South Harbor Drive

City: Merrit Island State: FL Zip Code: 32952

Phone #: (321)-536-1217 Fax #: _____

Mobile #: _____ E-mail: Matthall1989@gmail.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

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

Street Address and Location: 123 Factory Street, Cocoa FL 32922

Parcel ID:

24-36-33-80-16□□□□.1-

□□□□.□□

Tax Account Number:

2426299

Existing Use(s) on Property: Trailer parking / Vacant land.

Proposed Use(s) on Property: Vacant land.

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): Storage of trailers.

Date Fine or Lien Imposed: 01-21-2021 Amount of Fine: $50.00 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: 11-22.

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

Code enforcement case number: 20-1410

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 649 days.

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

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

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

The factual basis upon which the application for reduction of the lien should be granted:
I moved from the location the lien letter was mailed to prior to recieving the lien. I attempted to refinance my new home in the middle of 2022 when I discovered this lien. I worked quickly to come into compliance.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded: When I purchased the property I was under the impression I could park trailers on it. I now understand fully that I cannot and have not and will not moving forward.

Amount you are requesting that the lien be reduced to: City of Cocoa code enforcement and staff cost.

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property: I have removed all trailers from property and the property is now in the same condition it was when I purchased it. I am in financial hardship seeking to refinance my home. In order to do so I need this lien removed.

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: n/a.

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

   a. ☐ **Notarized application.**

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

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

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

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

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

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

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☑ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, Matthew Hall being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)
Public)

Kristen Ray
(Print, Type, or Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL Driver License [redacted]

Kristen Ray
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 06 day of January, 20 23

KRISTEN RAY
Notary Public - State of Florida
Commission # HH 120758
My Comm. Expires Apr 22, 2025

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) ***Application.*** The application shall be executed under oath and sworn to in the presence of a notary public.

(c) ***Reimbursement to city for recording costs at time of application.*** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) ***Processing of application by Code Enforcement Manager or Chief of Police.*** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) ***Code enforcement board hearing.*** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) ***Presentation to city council.*** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) ***Compliance with city council conditions.*** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) ***Effect of denial on application for subsequent lien reduction or forgiveness.*** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
3/13/2023

LIEN REDUCTION REQUEST FOR
123 Factory St

CASE # #16-772

The Code Enforcement Board held a public hearing on **9/17/2020**, at which time the Board found the owner, **Matthew, Hall** in violation of the following:

12-1 (a) (b) Business Tax Receipt
Sec. 6-902 (b) (1)(2) Storing Junk or Autos

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **1/21/2021.** The lien ran at **$50.00** per day from **10/17/2020** until compliance was achieved on **11//2022**. Code records show onsite inspections were conducted by Officer Murdick and myself. The case was closed leaving a fine of $37,960.00.The current owner, **Mathew Hall**, is requesting that the lien be reduced to **Staff's Hard Costs**

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, Vacant Land used as a business**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **27**
- Property Taxes: **Taxes paid through 2022**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **3/14/2023 and was in compliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$102,190.00** according the Brevard County Property Appraiser as a vacant residential lot. Property was cited with a home.

Staff submits their cost sheet and the in the total amount of **$3,329.13**

Staff's recommendation is that the fine/lien be reduced to **$3,329.13** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-19-1410 **Date: 3/14/2023**

Hall, Mathew

Site Address: 123 Factory St.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	27	0.75	$35.06	$709.97
2	Code Manager	6	0.75	$48.54	$218.43
3					
				Total A1	$928.40

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	27	0.5	35.06	$946.62
2	Code Manager	6	0.5	48.54	$291.24
3					
				Total A2	$1,237.86

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	12	$36.06	$432.72
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	2	$69.71	$139.42
4					
5					
				Total A3	$872.14

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	472	$0.35	$165.20
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	36	$0.55	$19.80
5	Standard Mail	9	$0.55	$4.95
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$290.73

C. Total Amount of Cost (A1+A2+A3+B): $3,329.13

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2426299
Owners	Hall, Matthew Van Sant
Mailing Address	1505 Quince Ave Merritt Island FL 32952
Site Address	123 Factory St Cocoa FL 32922
Parcel ID	24-36-33-80-16-1
Property Use	2800 - Parking Lot - Commercial
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.25
Subdivision	S F Travis Addn To Cocoa
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0001/0071
Land Description	S F Travis Addn To Cocoa Lots 1 & 2 Blk 16 And W 1/2 Of Vac Alley E Of Lot 1



VALUE SUMMARY

Category	2019	2018	2017
Market Value	$26,820	$26,730	$23,980
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$26,820	$26,370	$23,980
Assessed Value School	$26,820	$26,730	$23,980
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$26,820	$26,370	$23,980
Taxable Value School	$26,820	$26,730	$23,980

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
06/19/2019	$120,000	WD	Improved	8471/1103
01/06/2015	$30,000	WD	Improved	7279/0285
12/04/2007	$35,000	WD	Improved	5830/9805
11/07/2003	--	WD	Improved	5118/3395
11/01/1998	$19,500	PT	Improved	3928/3918
01/16/1979	--	PT	--	1995/0285
03/05/1965	$10,000	WD	--	0796/0570

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 2800 - Parking Lot - Commercial

Materials		Details	
No Data Found	No Data Found	Year Built	1969
		Story Height	--
		Floors	--
		Residential Units	1
		Commercial Units	0

Sub-Areas	Extra Features	
No Data Found	Fence - Chain Link 6'	319
	Paving - Asphalt	7,900

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 2/26/2020
CASE: 2020-4075

To: **Hall, Matthew Van Sant**
1505 Quince Ave
Merritt Island FL 32952

Notice of Violation

Address of Violation: 123 Factory St Cocoa FL 32922
Parcel Control No.: 24-36-33-80-16-1
Legal Description: S F Travis Addn To Cocoa Lots 1 & 2 Blk 16 And W 1/2 Of Vac Alley E Of Lot 1

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

City of Cocoa Code Violation(s):

XXXII.Storing Junk or Autos, Ch 6 Sec. 6-902 (b)(1)(2)

V.Business Tax Receipt Ch 12 Sec. 12-1 (a)(b)

Corrective Action:

XXXII-Please remove or repair any and all vehicles. All vehicles must have a current registration.

V-Please obtain or renew any required Business Tax Receipt for business at this location.

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

_____

Steve Murdick
Code Enforcement Officer
321-474-0809, smurdick@cocoafl.org

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. CE-20-4075

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

Hall, Matthew Van Sant
Owners of the Property located at:
123 Factory St
Cocoa, FL 32922

Parcel ID: 24-36-33-80-16-1

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on September 17, 2020 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of: XXXII.Storing Junk or Autos, Ch 6 Sec. 6-902 (b)(1)(2) and V.Business Tax Receipt Ch 12 Sec. 12-1 (a)(b), of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following: XXXII.Storing Junk or Autos, Ch 6 Sec. 6-902 (b)(1)(2) and V.Business Tax Receipt Ch 12 Sec. 12-1 (a)(b), of the City Code.

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until October 17, 2020 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of fifty dollars ($50.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 17 DAY OF September 2020.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at Hall, Matthew Van Sant, whose mailing address is 1505 Quince Ave Merritt Island FL 32952 this 17 day of September, 2020 via __hand delivery/__certified mail/ U.S. mail/__posting (mark all that apply).

Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

CFN 2021049831, OR BK 9032 Page 338, Recorded 02/26/2021 at 02:32 PM Rachel M. Sadoff, Clerk of Courts, Brevard County

CITY OF COCOA
65 STONE ST

COCOA, FL 32922

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 20-1410
1/21/2021

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

HALL, MATTHEW VAN SANT
Owners of the Property located at:
123 FACTORY ST
Cocoa FL 32922

Parcel ID 24-36-33-80-16-1

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 1/21/2021 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order The Order required the Respondent to come into compliance by 10/17/2020

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $ 50.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162 08 and 162 09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 21st , day of January, 2021

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford
Chairman, Code Enforcement Board

CERTIFICATION
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 21 day of January, 2021, by the Chairman of the City of Cocoa Code Enforcement Board

Darla D. Crowl
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 266894
Expires 11/11/2022

Legislation Details (With Text)

File #:	23-230	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	4/4/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	Approval of a Final Subdivision known as Riverwalk consistent with Chapter 18 - Subdivisions and Appendix A - Zoning of the City of Cocoa City Code and Restrictive Covenant related to Tract F. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Riverwalk Final Plat.pdf Exhibit A - Location Map.pdf Declaration of Covenants and Restrictions DECLARATION OF RESTRICTIVE USE COVENANT- Riverwalk				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 4, 2023
Agenda Date: April 11, 2023
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director
Through: Bryant Smith III, P.E., CFM - Public Works Director
Requested Action:
Approval of a Final Subdivision known as Riverwalk consistent with Chapter 18 - Subdivisions and Appendix A - Zoning of the City of Cocoa City Code and Restrictive Covenant related to Tract F.

BACKGROUND:

The subject property is located on the east side of US-1 and the Indian River, as shown in Exhibit A, and is identified as Parcel 26-36-20-BM-*-1 by the Brevard County Property Appraiser.

The Riverwalk subdivision contains 25 lots and 6 tracts as part of the private subdivision. Lot 2, Block C and Tract F are included in the plat but excluded from the Homeowner's Association since these two areas do not receive benefits from the private infrastructure. A restrictive covenant is also being placed on Lot 2, Block C and Tract F to guarantee that Tract F is not sold separately from Lot 2, Block C. Tract F does not meet the minimum lot requirements and if sold individually, would create a non-conforming lot, violating various lot requirements within the City Code.

Future Land Use Designation: LDR (Low Density Residential) and Conservation

Zoning District: RU-1-7

Existing Land Use: Vacant Land

Council District: District 2 - Deputy Mayor Lavander Hearn

Overview of Surrounding Area:

	Future Land Use De	Zoning Districts	Land Uses
North	Low Density Resident	RU-1-7	Single-Family Residential
South	Low Density Resident	RU-1-7	Single-Family Residential
East	Low Density Resident	RU-1-7	Single-Family Residential
West	Commercial	C-G	Commercial

I. Final Subdivision Analysis

Consistency with Code of the City of Cocoa
The submitted application and plat have been reviewed by the Planning & Zoning Manager and/or staff, the Assistant City Attorney, and the City Surveying Consultant on behalf of the City for consistency with Chapter 18 Subdivisions of the City of Cocoa Code and with Appendix A Zoning of the City of Cocoa Code and found to be in substantial compliance.

The majority of the lots created by this subdivision are between 75 and 99 feet in width and 105 feet in depth which equates to lot area over the 7,500 sq. ft. of lot area required for RU-1-7. This subdivision plat lot design and layout meets the minimum area and size requirements. The maximum coverage requirements are addressed during the building permit review process. In addition, the site plan correctly references the following setbacks:

Front: 25’
Rear: 15’
Side: 8’

The proposed single-family homes will not encroach into these required setbacks.

A performance bond in the amount of one hundred and ten percent (110%) of the construction cost estimate for the unfinished portion of the required improvements will be required prior to recording the final plat. The certified engineering estimate associated with the performance bond has been submitted and approved by City Staff.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A.

PREVIOUS ACTION:

The City Council approved the preliminary subdivision at the July 26, 2022 meeting with the following conditions:

1. The Large-Scale Site Plan shall not be effective until and unless the Preliminary Subdivision has been approved by City Council.

2. 30” dbh oak removed requires replacement trees 6” dbh for that particular tree.

3. Developer agrees to enhance by design, permitting and installing a living shoreline along its river edge property, Parcel A and Tract E, which shall not preclude construction of a dock if allowed by code.

The Planning and Zoning Board recommended approval of the preliminary plat at its July 6, 2022 meeting. In addition, it approved the Large-Scale Site Plan and engineering plans for the River Walk subdivision, subject to the condition that City Council approve the preliminary plat as well as the conditions listed.

RECOMMENDED MOTION:

Staff recommends approval of a Final Subdivision known as Riverwalk consistent with Chapter 18 - Subdivisions and Appendix A - Zoning of the City of Cocoa City Code and Restrictive Covenant related to Tract F with the following conditions:

- The Final Plat and Restrictive Covenant is to be recorded with the Clerk of the Circuit Court of Brevard County within 30 days of approval by the City Council.
- A final performance bond is to be provided based on the approved engineering estimate prior to the recording of the final plat.

RIVERWALK

BEING A REPLAT OF PART OF LOTS 18 & 19, BROADVIEW MANOR, AS RECORDED IN PLAT BOOK 4, PAGE 5 AND PART OF LOT 1 OF ROBERT DIXON PLAT AS RECORDED IN PLAT BOOK 1, PAGE 24, ALL RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____

SHEET 1 OF 2

SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST

PLAT NOTES:

1. BEARING REFERENCE: ASSUMED BEARING OF S30°37'10"E ON THE EAST RIGHT-OF-WAY LINE OF U.S. 1 (STATE ROAD 5).
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTERS 177.091(8) AND 177.091(9).
3. UNLESS OTHERWISE NOTED, ALL CURVILINEAR LOT/TRACT LINES ARE RADIAL.
4. ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
5. THERE IS HEREBY DEDICATED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS ABUTTING AND COINCIDENT WITH TRACT "Z" A 10.00 (TEN) FOOT WIDE PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED).
6. UNLESS OTHERWISE NOTED HEREON, ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER(S) TO MAINTAIN.
7. THE 15.00 (FIFTEEN) FOOT WIDE PRIVATE DRAINAGE EASEMENTS SHOWN AND NOTED ON LOTS 4 AND 5, BLOCK A AND ON LOTS 11 AND 12, BLOCK A, ARE HEREBY DEDICATED TO THE RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, ACCESS AND/OR REPAIR OF PRIVATE DRAINAGE FACILITIES.
8. THERE IS HEREBY DEDICATED ALONG THE SIDES OF EACH LOT A 5.00 (FIVE) FOOT WIDE PUBLIC/PRIVATE UTILITY EASEMENT AND PRIVATE DRAINAGE EASEMENT. THE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED TO PUBLIC UTILITY PROVIDERS AND THE PRIVATE UTILITY/DRAINAGE EASEMENT IS HEREBY DEDICATED TO RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS. IT SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER(S) TO MAINTAIN. SHOULD ONE OR MORE LOTS, OR PARTS OF ONE OR MORE LOTS BE USED AS A SINGLE BUILDING SITE, ONLY THE EXTERIOR BOUNDARIES OF THE SITE WILL BE SUBJECT TO THESE SIDE EASEMENTS.
9. THERE IS HEREBY DEDICATED ALONG THE REAR OF EACH LOT, A 5.00 (FIVE) FOOT WIDE PUBLIC/PRIVATE UTILITY EASEMENT. THE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED TO PUBLIC UTILITY PROVIDERS AND THE PRIVATE UTILITY EASEMENT IS HEREBY DEDICATED TO RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS. IT SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER(S) TO MAINTAIN.
10. THE 5.00 (FIVE) FOOT WIDE PUBLIC UTILITY EASEMENTS SHOWN AND NOTED ALONG THE SOUTHERLY AND NORTHERLY BOUNDARIES OF THIS PLAT ARE HEREBY DEDICATED TO PUBLIC UTILITY PROVIDERS AND SHALL BE MAINTAINED BY THE RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS.
11. THE 15.00 (FIFTEEN) FOOT WIDE PUBLIC UTILITY EASEMENT SHOWN ON TRACT A, TRACT B AND LOT 13, BLOCK A IS HEREBY DEDICATED TO THE CITY OF COCOA, FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, OPERATION, ACCESS AND REPAIR OF PUBLIC UTILITIES.
12. THE 15.00 (FIFTEEN) FOOT WIDE PUBLIC UTILITY EASEMENT BETWEEN LOTS 8 AND 9, BLOCK A, AS SHOWN AND NOTED HEREON IS TO BE CENTERED ON THE COMMON LINE BETWEEN LOTS 8 AND 9, BLOCK A AND IS HEREBY DEDICATED TO THE CITY OF COCOA, FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, OPERATION, ACCESS AND REPAIR OF PUBLIC UTILITIES.
13. A 5.00 (FIVE) FOOT WIDE PRIVATE DRAINAGE EASEMENT AS SHOWN AND NOTED HEREON ALONG THE REAR OF LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 11, LOT 12 AND LOT 13 OF BLOCK A, AND ALONG THE REAR OF LOT 4, LOT 5 AND LOT 6 OF BLOCK B, IS HEREBY DEDICATED TO RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS AND SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER(S) TO MAINTAIN.
14. THE PRIVATE SIDEWALK EASEMENT SHOWN AND NOTED ON LOT 3 AND LOT 4, BLOCK A IS HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS.
15. TRACT A IS HEREBY DEDICATED TO, AND SHALL BE OWNED AND MAINTAINED BY, THE RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, OPERATION AND ACCESS OF A PRIVATE STORMWATER DETENTION SYSTEM AND A PRIVACY WALL.
16. TRACT B IS HEREBY DEDICATED TO, AND SHALL BE OWNED AND MAINTAINED BY, THE RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, OPERATION AND ACCESS OF A PRIVATE STORMWATER DETENTION SYSTEM AND A PRIVATE UTILITIES.
17. TRACTS C AND D ARE HEREBY DEDICATED TO, AND SHALL BE OWNED AND MAINTAINED BY, THE RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, OPERATION AND ACCESS OF A PRIVATE STORMWATER DETENTION SYSTEM AND PRIVATE PASSIVE RECREATIONAL USES.
18. TRACT E IS HEREBY DEDICATED TO, AND SHALL BE OWNED AND MAINTAINED BY, THE RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, OPERATION AND ACCESS OF PUBLIC/PRIVATE UTILITIES AND PRIVATE PASSIVE RECREATIONAL USES.
19. TRACT F IS HEREBY DEDICATED TO THE OWNER OF LOT 2, BLOCK C FOR THE OWNERS SOLE RECREATIONAL USE AND BENEFIT. TRACT F DOES NOT SATISFY THE REQUISITE STANDARDS FOR A LOT WITHIN THE CITY OF COCOA AND SHALL NOT BE SOLD, CONVEYED, OR IN ANY WAY TRANSFERRED OR DISPOSED OF INDEPENDENTLY OF LOT 2, BLOCK C IN ACCORDANCE WITH THAT CERTAIN RESTRICTIVE COVENANT RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
20. TRACT Z IS HEREBY DEDICATED TO, AND SHALL BE OWNED AND MAINTAINED BY, THE RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF PRIVATE STORMWATER DETENTION, PUBLIC/PRIVATE UTILITIES, PRIVATE VEHICULAR/PEDESTRIAN ACCESS, PRIVATE LANDSCAPING, PRIVATE SIGNAGE AND PRIVATE SIDEWALKS.
21. THE "C/L OF FIRST LIGHT CIRCLE" AS SHOWN AND NOTED ON TRACT Z IS INTENDED TO BE THE CENTERLINE OF THE PRIVATE ROADWAY ENTRANCE INTO THIS SUBDIVISION.
22. THE CITY OF COCOA SHALL HAVE AN EASEMENT FOR EMERGENCY ACCESS, MAINTENANCE AND INSPECTION OVER ALL PRIVATE DRAINAGE EASEMENTS AND STORMWATER TRACTS.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

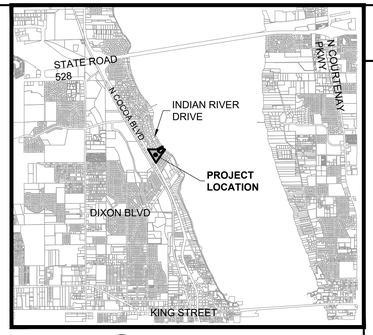
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ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRE
AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
C/L	CENTERLINE
CM	CONCRETE MONUMENT
DB	DEED BOOK
DEL	CENTRAL/DELTA ANGLE
D.E.	DRAINAGE EASEMENT (PRIVATE)
E	EAST
E'LY	EASTERLY
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT COMPANY
FD	FOUND
FT	FOOT/FEET
ID#	IDENTIFICATION NUMBER
IP	IRON PIPE
IRC	IRON ROD AND CAP
N	NORTH
N&D	NAIL AND DISK
(NR)	NOT RADIAL
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCP	PERMANENT CONTROL POINT
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
PT	POINT OF TANGENCY
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT
R	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
TYP	TYPICAL
W	WEST
W'LY	WESTERLY
WM	WATER MAIN (PRIVATE)

SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP); SET MAG NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 5/8" IRON ROD AND CAP STAMPED PRM WITNESS LB4905, UNLESS OTHERWISE NOTED
- ○ FOUND IRON PIPE, NO ID# UNLESS OTHERWISE NOTED



LOCATION MAP

NTS

DESCRIPTION

THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8339, PAGE 514, BEING PART OF LOTS 18 AND 19, BROADVIEW MANOR, AS RECORDED IN PLAT BOOK 4, PAGE 5 AND PART OF LOT 1 OF THE PLAT OF THE DIVISION OF LANDS OF ROBERT DIXON AS RECORDED IN PLAT BOOK 1, PAGE 24, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 18 AND RUN N89°28'41"W, ALONG THE SOUTH LINE OF SAID BROADVIEW MANOR, A DISTANCE OF 617.71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1, (STATE ROAD 5); THENCE S30°37'10"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1006.41 FEET TO THE NORTHERLY LINE OF INDIAN HILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 26, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N34°27'00"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 942.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE; THENCE N64°02'25"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 80.37 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6386, PAGE 34, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6386, PAGE 34, THE FOLLOWING FIVE (5) COURSES AND DISTANCES; 1) THENCE S28°11'34"W A DISTANCE OF 116.32 FEET; 2) THENCE S57°41'11"W A DISTANCE OF 140.37 FEET; 3) THENCE N55°54'04"W A DISTANCE OF 185.20 FEET; 4) THENCE N22°52'06"E A DISTANCE OF 40.34'; 5) THENCE N56°38'49"E A DISTANCE OF 209.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID INDIAN RIVER DRIVE AND A NON TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 11°39'29", A CHORD LENGTH OF 99.53 FEET AND A CHORD BEARING OF N37°14'26"W), A DISTANCE OF 99.70 FEET TO THE SOUTHERLY LINE OF LOT 17 OF SAID BROADVIEW MANOR; THENCE S62°37'44"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 191.45 FEET TO THE SOUTHERLY MOST CORNER OF SAID LOT 17, (SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF SAID LOT 18); THENCE S24°24'10"E, ALONG THE WESTERLY LINE OF SAID LOT 18, A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND

PARCEL A

PART OF LOT 19 OF BROADVIEW MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 5, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 19, (SAID POINT ALSO BEING A POINT ON THE CURVED EASTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE), AND RUN ALONG THE ARC OF SAID CURVED EASTERLY RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 12°17'51", A CHORD LENGTH OF 94.26 FEET AND A CHORD BEARING OF S37°57'32"E), A DISTANCE OF 94.44 FEET TO A NON-TANGENT INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6386, PAGE 34, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N56°30'26"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 84.8 FEET, MORE OR LESS, TO THE WATER'S EDGE OF THE INDIAN RIVER; THENCE NORTHERLY, ALONG SAID WATER'S EDGE, A DISTANCE OF 107 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID LOT 19; THENCE S62°37'44"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 116 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER ALSO WITH THE FOLLOWING DESCRIBED PARCEL OF LAND

PARCEL B

PART OF LOT 1 OF THE PLAT OF THE DIVISION OF LANDS OF ROBERT DIXON AS RECORDED IN PLAT BOOK 1, PAGE 24 AND PART OF LOT 19 OF BROADVIEW MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 5, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 19, (SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE), AND RUN S49°54'37"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 86.47 FEET; THENCE N36°42'05"E A DISTANCE OF 53 FEET, MORE OR LESS, TO THE WATER'S EDGE OF THE INDIAN RIVER; THENCE NORTHWESTERLY, ALONG SAID WATER'S EDGE, A DISTANCE OF 95.4 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6386, PAGE 34, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S28°15'30"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 43.4 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 10.26 NET ACRES, MORE OR LESS.

TRACT TABLE

TRACT ID	AREA (ACRES)	TRACT USE	OWNERSHIP AND MAINTENANCE ENTITY
TRACT A	1.16	PRIVATE STORM WATER, PUBLIC UTILITIES AND WALL	RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS
TRACT B	0.32	PRIVATE STORM WATER AND PRIVATE UTILITIES	RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS
TRACT C	0.19	PRIVATE STORM WATER AND RECREATION	RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS
TRACT D	0.13	PRIVATE STORM WATER AND RECREATION	RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS
TRACT E	0.09	FUTURE RECREATION	RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS
TRACT F	0.18	RECREATION	OWNER OF LOT 2, BLOCK C
TRACT Z	2.64	PRIVATE STORM WATER, PRIVATE UTILITIES, VEHICULAR AND PEDESTRIAN ACCESS, LANDSCAPING, SIGNAGE, SIDEWALKS, AND PUBLIC UTILITIES	RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 02/13/2023
DESIGN/DRAWN: SMG/AH
DRAWING# 11566_301_001
PROJECT# 11566

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, FLAMINGO LAND COMPANY INC., being the owner in fee simple of the lands described in

RIVERWALK

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates to the public and the City of Cocoa, Florida, all easements specifically designated as public easements therein. The owner further hereby dedicates to the public and the City of Cocoa, Florida, a perpetual public easement over and across the private rights-of-way of Tract Z for installation and maintenance of public utilities and for ingress and egress for law enforcement and emergency vehicles, mail and package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental services. Tract Z and private drainage facilities within the subdivision are not dedicated to, nor the responsibility of, the City of Cocoa, Florida.

By:_____
Susan Moore, President

SEAL

Attest:_____
Signature:

_____
Printed Name:

Attest:_____
Signature:

_____
Printed Name:

FLAMINGO LAND COMPANY, INC.
2185 W KING STREET
COCOA, FLORIDA 32922

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ____ physical presence _____ or online notarization, this _____ by Susan Moore, President of the above named Corporation under the laws of the State of Florida, on behalf of the corporation, who is personally known to me ___ or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC
My Comm. Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 02/18/2021 he completed a boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said lands are located in the City of Cocoa, Brevard County, Florida.

_____ Florida Registration Number 5611
LESLIE E. HOWARD, Professional Surveyor & Mapper
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

_____
Andrew Perry
Reg. Florida Surveyor & Mapper #6124
Reviewing Surveyor for the City of Cocoa

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida and that the City Council of the City of Cocoa, Florida hereby accepts those public easements dedicated as such in the dedication and appearing in the plat notes or graphically shown hereon.

_____
Michael C. Blake, MAYOR

ATTEST: _____
Carie Shealy, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____ at _____.

File No. _____

ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Fla.

PLAT BOOK _____, PAGE _____
SHEET 2 OF 2
SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST

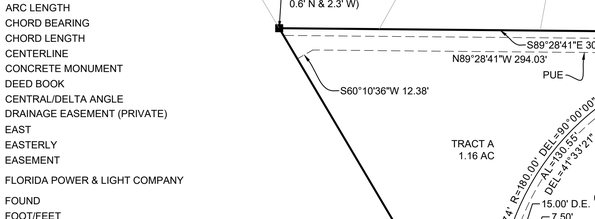
SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP); SET MAG NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 5/8" IRON ROD AND CAP STAMPED PRM WITNESS LB4905, UNLESS OTHERWISE NOTED
- ○ FOUND IRON PIPE, NO ID# UNLESS OTHERWISE NOTED

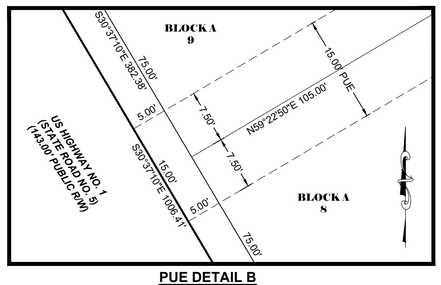
ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRE
AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
C/L	CENTERLINE
CM	CONCRETE MONUMENT
DB	DEED BOOK
DEL	CENTRAL/DELTA ANGLE
D.E.	DRAINAGE EASEMENT (PRIVATE)
E	EAST
E'LY	EASTERLY
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT COMPANY
FD	FOUND
FT	FOOT/FEET
ID#	IDENTIFICATION NUMBER
IP	IRON PIPE
IRC	IRON ROD AND CAP
N	NORTH
N&D	NAIL AND DISK
(NR)	NOT RADIAL
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCP	PERMANENT CONTROL POINT
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
PT	POINT OF TANGENCY
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT
R	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
TYP	TYPICAL
W	WEST
W'LY	WESTERLY
WM	WATER MAIN (PRIVATE)

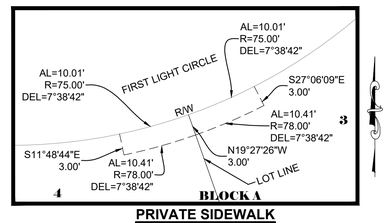
CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	56.78'	50.00'	65°04'10"	N01°54'55"E	53.78
C2	100.30'	50.00'	114°55'50"	S88°05'05"E	84.31
C3	78.54'	50.00'	90°00'00"	S14°22'50"W	70.71
C4	78.54'	50.00'	90°00'00"	N75°37'10"W	70.71
C5	33.89'	50.00'	38°50'14"	N11°12'03"W	33.25
C6	22.89'	50.00'	26°13'55"	N21°20'02"E	22.69



PUE DETAIL A
SCALE: 1 INCH = 10 FEET



PUE DETAIL B
SCALE: 1 INCH = 10 FEET



PRIVATE SIDEWALK EASEMENT DETAIL C
NTS

RIVERWALK

BEING A REPLAT OF PART OF LOTS 18 & 19, BROADVIEW MANOR, AS RECORDED IN PLAT BOOK 4, PAGE 5 AND PART OF LOT 1 OF ROBERT DIXON PLAT AS RECORDED IN PLAT BOOK 1, PAGE 24, ALL RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
372 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
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DRAWING# 11566_301_001
PROJECT# 11566

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Exhibit A – Location Map



Declaration of Covenants and Restrictions
Riverwalk
Cocoa, Florida

THIS DECLARATION OF COVENANTS AND RESTRICTIONS RIVERWALK COCOA, FLORIDA (the "Declaration" or "Covenants") is made on this _____ day of _____ 2023 by Flamingo Land Company, Inc., a Florida corporation (the "Developer"), whose address is 2185 West King Street, Cocoa, Florida 32926.

Recitals

WHEREAS, the purpose of this Declaration is to subject all "Lots" (as defined hereafter) to this Declaration to develop and maintain the "Subdivision" and to preserve, protect and enhance the values and amenities thereof. This document is sometimes referred to as the "Covenants" or "Declarations;" and

WHEREAS, Developer owns certain real property in Brevard County, Florida, described on **Exhibit A**, attached hereto and made a part hereof (the "Initial Property" or "Property"), as per the Plat thereof recorded in Plat Book ____, Pages _____ through _____ of the public records of Brevard County, Florida (the "Plat");

WHEREAS, the Developer declares that the Property all Lots within the "Subdivision" (as defined hereafter) shall be conveyed and occupied subject to all matters set forth in this Declaration, and the Plat. These Covenants shall run with the land and shall be binding upon the Developer and all parties acquiring any interest in Lots after the recording of these Covenants in Public Records;

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the Developer, for itself and its legal representatives, successors and assigns, hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and regulations which shall run with the title to the property, and the grantee of any deed conveying any portion of the property shall be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, restrictions and regulations and to have covenanted to observe, comply with and be bound by all such covenants, conditions, restrictions and regulations.

Section 1.0—Mutual Benefits and Obligations

The Covenants are for the purpose of protecting the value and desirability of the Subdivision and made for the mutual benefit of each and every Owner of a Lot in the Subdivision. They are intended to be nondiscriminatory. There are also intended to create enforceable rights and obligations in favor of and against each Lot, its Owner, and the Association. Each Owner, his or

her family, friends, guests, and invitees shall comply with the provisions of these Covenants while present within this Subdivision.

Section 2.0 – Definitions

1. Riverwalk. Shall mean all the property known as the Subdivision as depicted on the Plat.

2. Board of Directors. The Board of Directors of Riverwalk Homeowners Association, Inc., a Florida not-for profit corporation.

3. Lot. Except as set forth herein, each platted lot in the Subdivision as shown on the Plat, regardless of whether a dwelling or other structure has been constructed on such lot. Lot 2, Block C, and Tract F (collectively the "Independent Parcels") have been platted pursuant to the Plat. The Independent Parcels shall not be subject to the terms and conditions of the Declaration and therefore not subject to any Common Expense charged by Riverwalk or the Association.

4. Owner or Owners. Each person or persons who own recorded title to a Lot, which term shall include "Member" and "Parcel Owner," but shall exclude those having such title merely as security for performance of an obligation as described in Section 697.01 Florida Statutes.

5. Common Property. Entrance way, private roadway, central mailbox, stormwater, dock, retention area(s), together with tracts A, B, C, D, E and Z as depicted on the Plat, and all roadways and sidewalks, are intended for the common use and benefit of all Owners of a Lot in the Subdivision, subject, however, to easements herein granted and any revisions and amendments to the Plat.

6. Assessments. Annual and Special Assessments by the Association against Lots in the Subdivision made in accordance with the terms of the Covenants.

7. Association. Riverwalk Homeowners Association, Inc., a Florida not-for-profit corporation.

8. Architectural Review Committee (or ARC). The ARC of Riverwalk Homeowners Association, Inc., charged with the duties set forth in Section 7.0 of these Covenants.

9. Developer. Riverwalk Development Company, a Florida corporation, having its principal office in Brevard County, Florida.

10. Rules and Regulations. The Association may establish rules and regulations as provided in the By-Laws.

11. By-Laws. The By-Laws of the Association, as initially adopted and amended by the Association from time to time.

12. City. The City of Cocoa, Florida located in Brevard County.

13. Common Expense. The actual and estimated cost of the following:

    a. The maintenance, management, operation, repair and replacement of any Common Property, and all other areas of the Subdivision maintained by or under the control of the Association, including those parts of the Lots, if any, that the Association is to maintain under this Declaration.

    b. Valid contractual obligations of the Association in excess of revenues, whether attributable to unpaid Assessments or otherwise.

    c. Maintenance by the Association of areas within public or private rights-of-way or drainage easements or ditches adjoining or running through the Subdivision as may be provided in this Declaration or as determined by the Board.

    d. Expenses of administration and management of the Association.

    e. The cost of any insurance obtained by the Association.

    f. Reasonable reserves as determined in accordance herewith.

    g. Taxes and other governmental assessments and charges paid or payable by the Association.

    h. Utility charges and deposits therefor incurred in the carrying out of Association obligations hereunder, which may include electrical service charges to maintain and operate streetlights within the Subdivision if such lighting is installed by Developer or the Association.

    i. The cost of any other item or items designated herein as a Common Expense or reasonably or necessarily incurred by the Association or in furtherance of the purpose of the Association or a discharge of any obligations expressly or impliedly imposed on the Association by this Declaration or by law.

Section 3.0
Subdivision Assessments

Section 3.1 – General Purpose

The Association is organized for the purpose of owning and maintaining the Common Property including the private roadway, common dock, drainage and retention areas, landscaping and lighting situated thereon; providing the enforcement of the Covenants, and otherwise engaging in activities which provide for the mutual benefit of the Owners and for all other activities reasonable related thereto. All Owners are members of the Association. Provisions relating the Association are contained in the Articles of Incorporation and Bylaws of the Association. The Association shall have the right to increase or reduce the services it provides by affirmation vote of the members in accordance with the Bylaws of the Association. In order to pay for these services, the Association will charge Assessments against the Lots and their Owners. Each Owner is personally obligated for the Assessments which came due during the time such Owner owned the Lot, provided, however, that the Developer shall not be responsible for any Assessments on Lots owned by the Developer.

Section 3.2 – Creation of Lien for Assessments

All Lots owned by the Owners other than Developer are subject to a continuing lien to secure unpaid Assessments or fines due to the Association in accordance with the provisions of these Covenants. This continuing lien will also secure interest on unpaid Assessments or fines and the cost of collected unpaid Assessments include reasonable attorney's fees. The Association shall have the right to a lien on each Lot for unpaid Assessments or fines commencing upon the initial conveyance of the Lot to an Owner other than the Developer. The lien will be effective from and after recording a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid. All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph.

Section 3.3 – Assessments

The Association shall fix the amount of the Assessment. The Assessment shall be payable in one annual installment on January 1st of each year. The Board shall notify the Owners of each Lot of the amount and the date on which the Assessments are payable and the place of payment. All Assessments shall be uniform.

Section 3.4 – Date of Commencement of Assessments

The Assessment for each Lot shall begin upon conveyance of the Lot to a Class A member. The first Assessment for each Lot shall be made for the balance of the fiscal year of the Association.

The first Assessment shall be due and payable in advance at the place established by the Association at the time of such conveyance.

Section 3.5 – Special Assessments

The Association may levy a special assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement, the cost of which exceeds seventy-five percent (75%) of the reserve fund established as a part of the annual assessment. Replace of a capital improvement means any replacement of an existing capital improvement. The Association may levy or collect a special assessment to acquire a new capital improvement if the special assessment is approved by a vote of sixty percent (60%) of the Owners. The Association at any time may levy a special assessment against a Lot for any costs, fees, or other charges incurred by the Association in the course of correcting any violation of the Declaration, By-Laws, Articles, or Rules and Regulations that may be imposed by the Association from time to time.

Section 3.6 –Non-Payment of Assessments and Fines and Remedies of the Association

Any Assessment (special or general) not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars ($25.00) and interest from the due date at the highest rate permissible by law until paid. The Association may bring an action against the Owner of the Lot for payment of the Assessment or fine and may enforce its lien for the assessment or fine by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an Assessment by may not waive payment of the Assessment. No Member may waive or otherwise escape liability for Assessments or fines by non-use of the Common Property or by abandonment of the Lot owned by such Owner. The Association shall be entitled to reasonable attorney's fees and costs for the enforcement of the rights herein.

Section 3.7 – Subordination of Liens to Mortgages

The lien of any Assessment or fine authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of a foreclosure shall end the lien or Assessment or fine which fell due prior to the date of such sale, transfer or foreclosure but not for Assessments or fines which fall due after such date. The failure to pay any Assessment or fine hereunder shall not constitute a default under any mortgage insured by an agency of the United States of America.

Section 3.8 – Damage by Owners

The Owner of a Lot shall be responsible for any expense incurred by the Association to repair or replace Common Property which is necessary by reason of his carelessness, neglect, or willful action or by that of his family, his guests, agents, or invitees. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided for in the Covenants.

Section 3.9 – Maximum Assessment

Until January 1st of the year immediately following conveyance of the first Lot to an Owner, the maximum annual assessment shall be $150.00 per Lot for Class "A" members and $20.00 per Lot for Class "B" members. Notwithstanding any provision contained with these Covenants, the Bylaws, Rules and Regulations, or any document executed in conjunction therewith, at no time shall the Developer (or any of its stockholders of record) who may be the record Owner or beneficial Owner of a Lot be obligated to pay an annual assessment in excess of $20.00 per Lot.

a. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.0
Owner's Rights

Section 4.1 – Right to Use Common Property

Each Owner and members of such Owner's family residing with the Owner, or the tenant of a non-residential Owner, has the non-exclusive right to use Common Property for the purpose for which it is intended subject, however, subject to the easements herein granted. This right shall pass with the title to the Lot owned by the Owner.

Section 4.2 – Utilities

Each Owner may use the utilities constructed in the roads or other easements as shown on the Plat as the same may be relocated from time to time, subject to regulations and ordinances of Brevard County and the City of Cocoa.

Section 4.3 – Common Property Dock

The Common Property shall include a dock for use by Owners and their guests subject to the rules and regulations of the Association. There shall be no mooring allowed on the dock.

Section 5.0
Rights of Homeowner's Association

Section 5.1 – Enforcement Rights

The Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot to cure any violations of these Covenants, including without limitation, the right to remove any structure, plant, or other manner of improvement which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance, or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists which expense shall be payable by such Owner to the Association on demand. Entry to remove and cure any violation of these Covenants and restrictions shall not be a trespass and the Association shall not be liable for any damages on account of the entry. The Board shall have the right to assess and collect reasonable fines for any violation of the Declaration, Articles, By-Laws, or the Rules and Regulations, against an Owner or his guests, invitees, employees, agents, or lessees, in the manner provided in the By-Laws, or as otherwise state herein. Any fine not paid when due shall be treated as a delinquent Assessment.

The rights of the Association described in this Section shall not be construed as a limitation of the rights of the Association, Developer, or any Owner to prosecute proceedings at law or in equity for the recovery of damages against person violating or attempting to violate these Covenants or for the purpose of preventing or enjoying any violations or attempted violations (or as to the Association or Developer, to impose fines). The remedies contained in this paragraph shall be construed as cumulative or all other remedies provided at law or in equity. The failure of the Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time.

Section 5.2 – Other Assessments

Any amounts owed by any Owner to the Association as a result of the Association's abating or curing violations of these Covenants or maintaining or repairing Lots or residences shall be due and payable within fifteen (15) days from the date of the receipt of a statement for such amounts from the Association and shall accrue interest at the highest rate allowable under Florida law. If any of the said sums are not paid when due, they shall be added to and become part of the annual Assessment to which the Lot is subject and enforceable as provided in Section 3.0 of these Covenants.

Section 5.3—Common Property Rights.

The Association shall have the right:

1. To adopted reasonable rules and regulations pertaining to the use of the Common Property, the preservation of such property, and the safety and convenience of the other users of the Common Property;

2. To convey or encumber any Common Property if authorized by two-thirds (2/3) of the Class A members and the Class B Member. No dedication or transfer will be effective unless an instrument agreeing to the dedication or transfer, executed by two-thirds (2/3) of the Class A members and the Class B member (until Class B membership terminates), is recorded.

3. To assess fines for violations of these Covenants which shall be added to the next installment of the annual Assessment to which the Lot is subject and enforceable as provided in Section 3.0 of these Covenants.

4. Pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.

5. Obtain all required utility and other services associated with the carrying out of the Association's responsibilities hereunder.

6. Contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable to further the purposes of and protect the interests of the Association and its members.

7. Have the power and duty to maintain architectural control with respect to the Subdivision in accordance herewith.

8. Any further power allowable under Florida law.

Section 5.4 – Common Property

The Association shall be vested with ownership of all Common Property. The Association shall own said Common Property for the purpose of providing ingress and egress from public roads to a Lot and for the purpose of preservation of existing vegetation, supplemental plantings, drainage, and retention. The Association has the right to impose reasonable Rules and Regulations concerning the use of Common Property and may use the Common Property for ingress and egress, drainage, and retention, and maintains the right to cut any tress, bushes, or

shrubbery, make a gradings of the soil, or take another similar action reasonably necessary to provide safe drainage and retention as well as to maintain reasonable standards of health, safety, and welfare and appearance.

Section 5.5 – Duty to Maintain Common Property

The Association shall have the duty to maintain all Common Property, areas serving or appurtenant to the Subdivision, and related property. Said duty shall include the obligation to maintain landscaping, cut grass, trim shrubbery and otherwise keep the said property in a safe and attractive condition and maintain reasonable standards of safety and appearance. This obligation shall include maintenance of any and all structures erected on said lands, keeping any painted surfaces clean and attractive, and keeping any and all irrigation systems and fixtures in a safe and working condition.

a. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

b. The Association shall have two classes of voting membership:

   Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such a Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

   Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot it owns. The Class B Membership shall cease and be converted to Class A Membership on the first occurrence of either of the following events:

   1. Termination of the Class B membership by the Developer in written notice to the Association; or

   2. 90 days after 90% of the Lots, including any additional properties that become subject to this Declaration by amendment to this Declaration, have been conveyed to the Owners.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under this section.

Section 5.6 – Attorney's Fees

The Association shall be entitled to recover reasonable attorney's fees and costs for the enforcement of any of its right herein except as against the Developer.

Section 5.7 – Reserves

The Board may establish reserve accounts funded from Assessments in reasonable amounts for such purposes and in such categories as are determined by the Board. Reserve amounts may be used by the Board on a temporary basis for cash flow management of the Association, even though such amounts are expended for purposes other than those for which the reserve was established. The amount of such reserve shall be restored from revenues subsequently received, it being the intent that the Board may borrow from reserve accounts but same shall not diminish the obligation to levy and collect Assessments and charge fees and other revenues that will, upon collection, permit the restoration of all reserve accounts. Any decision of the Board with respect to reserves, including but not necessarily limited to, the establishment, non-establishment, continuation, discontinuation, level of funding or designation of purpose as to any particular reserve category, shall be subject to being modified or rescinded by the vote of Owners of 60% or more of the Lots at any regular or special meeting of the Association called for such purpose. Use of any reserve for other than its designated purpose, other than as above provided, may be authorized only by a vote of Owners of 20% or more of the Lots.

Section 6.0
Rights Reserved by the Developer

Section 6.1 – Eminent Domain

If all or part of any easement granted by Developer over property of the Developer is taken for eminent domain, no claim shall be made by the Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service.

Section 6.2 – Easement for Utilities

The Developer reserves a perpetual easement on, over, and under the easements and Common Property shown on the Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers, irrigation lines and other conveniences or utilities. To the extent permitted by law, the Developer may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over, or under the portions of the Subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements for the sole and

exclusive property of the Developer, except to the extent that a public utility or drainage easement is also indicated on the Plat.

Section 6.3 – Drainage Easement

Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, cut drain ways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety, and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water on an adjacent Lot or into sanitary sewer lines.

The Developer has constructed a drainage swale upon each Lot for the purpose to managing and containing the slow of excess surface water, if any, found upon such Lot. Each Lot Owner, including builders, shall be responsible for the maintenance, operation, and repair of the swales on the Lot. Maintenance, operation and repair shall mean the excise of practices, such as moving and erosion repair, which allow the swales to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the swales shall be authorized and any damage to the swale, whether caused by natural or human induced phenomena, shall be repaired and the swale returned to its former condition as soon as possible by the Owner of the Lot, at the Owner's sole expense, upon which the swale is located.

Section 6.4 – Maintenance Easement

The Developer reserves an easement in, on, over, upon each Lot for the purpose of preserving, maintaining, or improving the Common Property.

Section 6.5 – Developer rights regarding temporary structures, etc.

Developer reserves the right to authorize and approve the construction and maintenance of temporary dwellings, model houses, and/or other structures upon Lots as approved by the Developer and to erect and maintain or to permit commercial and display signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of the improvements on the Lots. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of the Developer.

Section 6.6 – Further Restrictions

The Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lots in the Subdivision owned by the Developer and on Common Property. The easements granted by Developer shall not materially or

adversely affect any improvements or unreasonably interfere with use of the Common Property.

Section 6.7 – Release of Restrictions, Easements

If a residence is erected or the construction of the residence is substantially advanced, in a manner that violates the Covenants or in a manner that encroaches on any Lot line, Common Property, or easement area, Developer shall have the right to release the Lot from the restriction it violated. Developer shall also have the right to grant an easement to permit encroachment by the residence over the Lot line, or on the Common Property, or the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health or safety of the Owners, the value of the adjacent Lots, and appearance of the Subdivision. This subpart does not affect any right, claim, restriction, ordinance, law, or regulation imposed by any United States or State of Florida governmental body or any of their subdivisions. Developer may not release any restrictions pertaining to the drainage easements or conservation easements without the prior written consent of the St. John's River Water Management District and the City of Cocoa.

Section 6.8 – Additional Lands

Developer shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration any property which is contiguous or nearly contiguous to the Subdivision. Such additional property may be subjected to this Declaration as one parcel or as several smaller parcels at different times and may be owned by the Developer or, with the consent of the Developer, by a third-party owner. Any additions under this Article shall be made by filing an amended or supplementary declaration with respect to the additional property, which shall extend the operation and effect of the Covenants to such additional property. The amended or supplementary declaration may contain such complementary additions and/or modifications of the Covenants contained in this Declaration as may be determined by Developer provided that such additions and/or modifications are not materially and substantially inconsistent with this Declaration; and provided further, however, that any such additions and/or modifications shall have no effect on the Property described herein After the Developer has turned over the affairs of the Subdivision to the Association and with approval by the Association, pursuant to an affirmative vote of two-thirds of voting all of the Lots (voting as set forth herein) then subject to the Declaration, the Association (other than Developer) of other property contiguous or nearly contiguous to the Subdivision who desires to add it to the plan of this Declaration and to subject it to the jurisdiction of the Association, may record an amended or supplementary declaration with respect to the additional property, which shall extend the operation and effect of this Declaration to such additional property.

Section 7.0
Use Restrictions and Architectural Control and Insurance

Section 7.1—Construction Restrictions

Construction restrictions for Riverwalk are as follows:

a. A minimum of (15) feet setback shall be required from the nearest part of the front of the building to the front of the Lot line. A minimum of four feet (4) shall be maintained between the side walls of the structures and side of the Lot line; provided however for corner Lots on the setback between the building structure and the street shall be fifteen feet (15). A minimum of eleven feet setback shall be maintained between the rear wall of all structures and the rear Lot line.

b. The minimum floor area for a dwelling situated on any Lot shall be 1,000 square feet. All structures with more than one story shall have a minimum floor area of 1,000 square feet on the ground floor. "Floor area" shall be those areas services by air conditioning and shall not include garages, patios, porches, etc.

c. All utilities whatsoever shall be installed underground.

d. The roof pitch of each residence shall be a minimum of 5/12, and be of "hip" or "gable" design.

e. Roof shingles shall be fiberglass dimensional-grade shingles with a minimum weight of 230 pounds. No three-in-one-tab shingles are permitted. Roofs on outdoor patios, pools, and greenhouses may be of other materials in permitted by the architecture review committee.

f. All landscaping on individual Lots shall meet minimum city standards and requirements. All Lots must be fully irrigated and sodded.

g. Single-family residences, garages, and utility buildings shall have exterior walls of masonry, real brick, real stone, or approved cement siding and shall be painted or stained.

h. No dwelling or improvements erected in the Subdivision shall exceed three stories in height. No exposed concrete block shall be visible above grade. All exterior brick or stone facings shall be to grade. All driveways must be constructed of concrete or brick pavers.

i. Individual mailboxes are prohibited in the Subdivision. There will be a central mailbox within the Common Property for use by an Owner and such will maintained by the Association.

j. No construction of a single-family residence, garage, or utility building shall commence without a landscape plan approved by the architecture review committee. Air conditioners shall be screened by approved fences or shrubbery.

Section 7.2 – Maintenance of Residences and Lots

a. Each Owner shall pay a one-time capital reserve account fee in the amount of $1000 upon the purchase of the Lot for the purpose of commencing the business of the Association. Such shall be due at the real estate closing on the Lot.

b. All lots and improvements on the Lots, including all landscaping, shall be maintained by the Owner in a neat and attractive condition. All landscaping of Common Property will be maintained by the Association.

c. There shall be a $100 monthly fee payable by each Owner to the Association for the purpose of maintaining the Common Property. This monthly fee will include the Association's obligation to install and maintain landscaping cut grass trim shrubbery and otherwise keep said property in a safe and attractive condition and maintain reasonable standards of safety and appearance. This fee shall also include the Association's maintenance of any and all structures keeping any painted surfaces clean and attractive and keeping any and all irrigation systems and fixtures in a safe and working condition that are in Common Property.

Section 7.3—Miscellaneous Use Restrictions

a. Fences shall not be erected on lots that border retention areas by anyone other than the Developer fences may be erected to the rear of the front of building line and a long and adjacent to the side lot lines all fences shall be made of wood and be of 6 feet high except the last 8 foot section of any side lot line fence that bumps the rear property line shall be tapered from 6 feet to 4 feet at the end post which closes to the rear property line. Wood fences shall be installed with the smooth side out i.e. posts and stringers shall face toward the lot no chain-link fences shall be constructed on any lot without prior written permission from the Board of Directors each Owner shall submit a plot plan depicting the exact location of the area to be fenced in(not forward of the rear building line of the residence) and a landscape plan in front of the chain-link fence facing the street no fence of any sort may be erected a lot supporting retention areas without written permission of the Developer or association. All fence posts shall be installed facing the interior portion of the lot. Any Lot Owner whose Lot abuts a retention area or conservation area has the right at said Owner's sole expense and liability to install an access gate to the retention or conservation area on any fence. That may be erected by the Developer which borders the Owner's Lot and the retention or conservation areas. No chain-link fences shall be constructed on any Lot. All fences and hedge lines must be approved by the association prior to construction. The

Association may require that the composition and color of any fence be consistent with fences around surrounding residences.

b. A Lot in the Subdivision are residential parcels and shall be used exclusively for single-family residential purposes. Detached auxiliary buildings including storage buildings are not permitted provided however nothing here and shall be deemed to prohibit an exterior dog house. No Lot may be subdivided without the prior written consent of the Association, which consent may be denied or withheld in the Association's full discretion and which consent shall be recorded in the public records of Brevard county, Florida in order to be effective.

c. Trash garbage or other way should not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

d. No animals except household pets shall be kept on any Lot. Pets shall be kept only in the residence or within the fenced courtyard area. Resident shall not breed such animals as a hobby or for profit. Owners will be required to clean up after any pet that relieves itself in any area other than on this Lot.

d. No commercial activity shall be conducted on any Lot with the exception of the Developer's real estate office or model homes as move fully provided for herein.

e. No oil or natural gas drilling refining coring or mining operations of any kind shall be permitted on any Lot and or other structure designed for using boring for oil or natural gas shall be erected, maintained or permitted on any Lot and no wells, tanks, tunnels or mineral excavations or shafts be permitted on any Lot.

f. All signs billboards and advertising structures of any kind are prohibited except building and subcontractor signs during construction that are approved by the Developer, and signs to advertise the property for sale during any sales. No sign may be nailed or attached to trees. For sale signs shall not exceed 4 ft.^{2} or be taller than 36 inches.

g. No fence, wall, hedge or shrub planting which obstruct site lines at elevations between 3 feet and 6 feet above any roadway shall be placed or permitted to remain on any corner lot within the triangular area form by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same site line limitations show apply on any lot within 10 feet from the intersection of a property line with the edge of a driveway or alley pavement. Except as herein

provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. Any such tree or a rare or unusual species may be permitted to remain in place upon application to and written permission from the Developer an approval by the appropriate city, county or state official or department.

h. Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

i. No antenna of any kind shall be permitted upon any Lot. This restriction includes, but is not limited to, television antenna, radio antenna, and satellite dishes. However, the use of satellite dish is equal to or less than 18 inches in diameter are permitted when installed so it's not to be visible from the street. Satellite dish is larger than 18 inches in diameter and less than 24 inches in diameter are allowed only upon prior written consent from the Developer or Association. Satellite dish is larger than 24 inches in diameter are not allowed

l. Above ground swimming pools will not be permitted.

m. Outdoor Close lines will not be permitted.

n. No basketball backboards or goals shall be attached to the dwelling or the garage of a residence on the front or side yards of the Lot that can be visible from the street.

o. No solar panels shall be permitted on any portion of a roof facing the street. Solar panels may be erected on platforms constructed on the rear roof area or in the backyard. This provision shall not be construed to conflict with the provisions of Florida statute 163.04 as amended.

p. Air conditioners pool pumps and other mechanical devices shall be screened by approved fences or shrubbery. Shrubbery must be of adequate height and width to cover all mechanical devices in order to obstruct view of the devices from the street.

q. Parking of vehicles in Subdivision.

    i. The parking of vehicles shall be permitted only in driveways and garages. No Owner vehicles shall be parked in guest parking spaces or on any lawn, yard, streets or other area not intended for vehicular use, and all parking provided in Common Property shall be restricted to guests. Association may develop rules for the amount of time visitors may park in visitor parking spaces.

ii. Boats, motorcycles, campers, trailers and golf carts shall be permitted to be parked in the Subdivision but only if parked in the Owner's garage. Temporary parking of recreational vehicles, boats of all type, and trailers is allowed but shall not exceed a period of 24 hours in any seven-day period.

iii. Travel trailers, motor coaches, motorhomes and mobile homes shall not be parked in the Subdivision at any time.

iv. No vehicle shall be parked on any lawn, yard, travel area of streets or other area not intended for vehicular use.

v. There shall be an automatic weekly fine of $100 for the violation of section 7.3 regarding the parking of vehicles in the Subdivision. This type of violation triggers an automatic fine, accordingly, there will be no notice required.

Section 7.4 – Plan Review

The architectural review committee shall review all construction and landscaping plans prior to the commitments of any construction work on any Lot. The architectural review committee shall review any plans to determine whether they follow the Covenants contained herein, as well as any other restriction or Covenant applying to such Lot. The fee for processing the plans will be $100 and will be paid when the plan is submitted to the architectural review committee.

Section 7.5 – Duties of the architectural review committee.

The architectural review committee shall review plans submitted to it that include plans for all improvements or modifications to the Lots. The plan submitted to the architectural review committee for approval shall include all plans necessary for construction and shall meet the following standards in section 7.6.

Section 7.6 – Plans

All plans must be drawn in a professional manner, fully dimension, and shall include the following as a minimum:

a. Plot plan. An accurately drawn and dimensional plot plan in 1-inch equals 10-foot scale showing all building setbacks easements, fences, driveways, swimming pools, patios, walks and other architectural elements.

b. For floorplans drawn to scale of 1/4 inch per foot.

c. Elevation plans drawn to scale of 1/4 inch per foot and showing the exterior elevations of buildings as they will actually appear after all backfilling.

d. Specifications of all external material such as roofing, siding, brick, etc., as well as exterior color schemes must be submitted for approval, actual samples may be required by the architectural review committee.

e. Landscaping plans in 1-inch equals 10-foot scale indicating existing trees, trees to be removed and propose new material, including tree and plant list for existing and proposed trees.

Section 7.7 – Architectural review committee membership.

The architectural review committee shall be comprised of three regular members and shall also have two alternate members. A vote of two of the three regular members is necessary to carry any decision of the architectural review committee. The architecture review committee shall elect its chairman. The alternate numbers shall fill any vacancies that might occur within the regular members of the architectural review committee for any particular meetings of the architecture review committee and shall be appointed to serve for that particular meeting by the chairman of the architecture review committee.

Section 7.8 – Selection.

a. The Developer has the right to select the membership of the architectural review committee at his or her total discretion until the last Lot is sold. After the last Lot is sold, the architectural review committee shall be elected or appointed by the Board.

b. The Developer has the right to grant architectural approval of a line or series of homes to be constructed by a builder and to waive the architectural review committee fee this approval may include colors, materials and landscaping options offered to the public. Disapproval in no way implies that the builder violated the restrictions Covenants set forth.

Section 7.9 – Plan of Development

It is the plan of the Developer to develop Riverwalk into a restricted community of quality homes. **All improvements built on the Lots shall be designed as craftsman style housing**. **No flat roofs violate all Standards within the Subdivision and shall NOT be constructed within the Subdivision and roof pitch shall be as follows: first floor – 6/12 and 3/12 and second floor 6/12**. **Any exterior house colors require approval by the Committee**. The architectural review committee shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements,

topography and conformity to the declaration. The Board may, from time to time, adopt and promulgate architectural standards for the Subdivision (the "Standards"). The Standards may include, but are not necessarily limited to standards for (a) architectural design of improvements to be constructed upon a Lot; (b) fences, walls and similar structures; (c) exterior building materials and colors; (d) exterior lighting; I lawn and landscaping materials and minimum requirements; (f) setback, height, bulk and design criteria, including maintaining visibility of buildings on Lots from roadways; (g) design, materials and colors for drives and walks; (h) roof materials, design, including HVAC and antenna and satellite dish screening; (i) parking lot requirements, traffic flow design of the improvements on the Lot; (j) signage; (k) landscaping; (l) trash receptacle and screening and other matters assigned to the this Declaration, or the Board. The Standards may not be contrary to the provisions of this Declaration or the By-Laws and shall be consistent with the original architectural, structural, aesthetic and environmental concept and the original development of the Subdivision. All standards shall be adopted and applied on a uniform basis with respect to each Lot , and may be revised or expanded from time to time to take cognizance of new materials, techniques and proposals. All signage must comply with the Code and the master sign plan for the Subdivision, if such has been promulgated and approved by the Developer. The Standards shall be deemed to include any mandatory architectural requirements, prohibitions and guidelines contained in this Declaration.

Section 7.10 – Procedure.

The architectural review committee may waive formalities in the approval process, and may waive specific requirements if it deems the plans submitted provide the information reasonably necessary for architectural review committee review. The architectural review committee shall review and evaluate all applications and either approve or disapprove, or approve in part and disapprove in part, the application. The architectural review committee shall issue its approval or disapproval in writing, and specify its reasons for disapproval and annotate its decision by reference to this Declaration and the Standards, if applicable. To the extent practical, the architectural review committee shall indicate as part of any disapproval, the general or type of changes necessary in the submittal in order to achieve approval. The architectural review committee may specify conditional approval, setting forth written stipulations for changes required for approval. If the applicant accepts such stipulations, the proposal shall be deemed approved, subject to the stipulations.

The architectural review committee shall have the right to approve every aspect of site planning, permitting, site development and building construction as set forth herein. **It is strongly recommended that the plans be submitted to the architectural review committee for approval before submission to any governmental agency.** No work shall proceed except in strict compliance with this Declaration and the approval by the architectural review committee, and any improvements or work performed without such approval may be required to be removed by the architectural review committee at the cost to the Lot Owner. If any landscaping, construction or other improvements or alterations requiring Board approval shall

be commenced and completed without approval by the Board, or at variance with approved plans and specifications, then such construction or other improvements may at any time thereafter be required to be removed or altered to comply with such plans as may be approved by the architectural review committee. Nothing shall prevent an Owner from making application to the Board for approval of improvements already commenced or completed, but during the period of such application the Owner shall not perform any more work until the architectural review committee has acted. The architectural review committee shall not have any increased obligation to approve merely because an Owner has already commenced or completed improvements in violation of this Declaration. The architectural review committee shall review and evaluate all submissions and shall, within thirty (30) days after receipt of same and all additional information required, either approve or disapprove, or approve in part and disapprove in part, the request.

The approval of any plans hereunder by Developer or the architectural review committee shall not impose liability or responsibility whatsoever upon Developer or the Board with respect to the compliance or non-compliance of any such plans, or any improvements erected or installed in accordance therewith, with applicable zoning ordinances, building codes, or other applicable governmental laws, ordinances or regulations. Developer shall have no liability in connection with any approval or disapproval of the rights or obligations hereunder (including any assumption thereof by the Association as a result of transfer by the Developer to the Association of all of the rights and obligations under this Declaration).

SECTION 7. 11- INSURANCE AND RECONSTRUCTION

The Association shall obtain and continue in effect such insurance in such amounts and coverages as the Board shall from time to time determine to be appropriate, necessary or desirable. All costs associated with such insurance shall be a Common Expense.

Each Owner shall be responsible for obtaining and maintaining in effect all such casualty, liability and other insurance with respect to such Owner and such Owner's Lot as the Owner may from time to time determine. The Association shall not obtain any such insurance on behalf of an Owner, nor shall the Association insure the Lots or improvements thereto in any manner.

(a) If any dwelling structure upon a Lot shall be substantially damaged or destroyed, the Owner thereof shall repair, rebuild or reconstruct the improvements as soon after such casualty as may be practical. All such work shall require architectural review as provided herein.

(b) Notwithstanding damage to or destruction of improvements to a Lot, the Owner of such Lot shall remain liable to the Association for all Assessments in connection with such Lot, even though such Lot may not be fit for occupancy or habitation and even though such improvements are not reconstructed.

(c) Within a reasonable time after such casualty, the Lot Owner shall remove all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be addressed and neutralized immediately. Debris shall be removed from the Lot no later than thirty (30) days after the date of the casualty.

(d) Within thirty (30) days of the date of the casualty, the Owner of the affected Lot shall notify the Board in writing of the intention to rebuild or reconstruct. Failure so to notify shall be deemed evidence of such Owner's intention not to rebuild. Such Owner shall initiate architectural review within ninety (90) days of such notification, and shall commence rebuilding or reconstruction within sixty (60) days after final approval by the architecture review committee as herein defined herein, and prosecute same to completion. If for any reason the Owner of the affected Lot does not notify, initiate Architectural Review, commence, diligently pursue or complete such building or reconstruction within the time limits established herein, then such Owner shall be deemed to have elected not to rebuild, and the Association shall have the rights and duties hereinafter specified. An Owner may at any time notify the Association in writing of an election not to rebuild.

(e) If an Owner elects or is deemed to have elected not to rebuild the improvements so damaged or destroyed, then such Owner shall have the duty, at his expense, to remove all portions of the improvements remaining, including the slab and foundation, but excluding underground utility lines which shall be secured. The Owner shall supply fill and install sod so that the Lot shall give the appearance of a landscaped open space. Such work shall be completed not later than thirty (30) days after the date upon which the Owner elects or is deemed to have elected not to rebuild.

(f) If an Owner fails to comply with any of the requirements of this Section, then the Association may perform such acts as are of the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense, but charged and assessed against the Lot and its Owner as a Special Assessment.

(g) Upon written application of an Owner, any of the time periods set forth in this Section may be extended by the Board for good cause.

Section 8.0
Utility Provisions

Section 8.1 – Water System

The central water supply system provided by the city of Cocoa for the service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established with the city and shall maintain and repair all portions of such water lines located within the boundaries of the Lot. No individual water supply system or well will be permitted on any Lot.

Section 8.2 – Garbage Collection

Garbage, trash and rubbish shall be removed from the Lot by subcontractor as may be selected by any governmental authority. Each Lot Owner shall pay when do the periodic charges or taxes for such garbage collection service.

Section 8.3—Electric and Telephone Service

All telephone, Electric and other utility lines and connections between the main or primary utilities line and the residence and the other buildings located on each Lot shall be concealed and located underground in a manner acceptable to Brevard County or the City.

Section 8.4—Reclaimed Water

The Developer may or may not install feeder lines to each Lot throughout the Subdivision to carry reclaimed water for irrigation purposes, provided by the Brevard County utility services department or the City. Builders and Lot Owners will be responsible to abide by rules set forth by Brevard County utility services department or the City in reference to the use of reclaimed water. Builders and Lot Owners will be responsible for any fees associated with the reclaim water to be charged by the Brevard county utility services division or the City.

Section 8.5—Certain Equipment in the Subdivision

The Association shall be permitted to store LPG on the Common Property for operation of maintenance vehicles, generators and similar equipment. Underground and above ground LPG tanks for storage of LPG for dwellings, pools, gas grills and similar equipment are not permitted except as may be approved by the Developer. The prohibition of LPG takes as provided in this paragraph shall not apply to the to the Developer or its designee who may, but shall not be required to, provide an underground LPG distribution system to service units and Lots. In the event such underground LPG Distribution system is installed, the Developer may designate certain portions of the Subdivision for installation and operation of above or below ground LPG tags for use in connection with LPG system. This restriction is designed to reduce environmental risks associated with LPG Storage and to minimize the hazards associated with on-site LPG storage.

In no event shall any LPG container or tank having capacity of above 40 pounds be installed within any lot.

a. Easement grants. The Developer and the Association shall grant such easements as are necessary for natural or propane gas providers, their affiliates and designees to provide an underground LPG distribution system to transmit and deliver LPG to Lots and or Common Property. Further the Developer and the Association shall grant such easements as are necessary for the installation, maintenance, and storage of LPG and 24 hour, 365 days per year access for operation of above or below ground LPG tanks and systems for use in connection with the underground LPG distribution system.

b. Public utility easements. The Developer and the Association will cooperate in allowing natural or propane gas providers, their affiliates and designees to utilize wherever possible, public utility easements for delivery and transmission of LPG to Lots. Easements may be granted across the Lots and to all residential dwellings within the Subdivision for the installation and maintenance of underground LPG distribution system lines intended to provide LPG to each Lot.

c. Plotted easements. Developer and its affiliates and their successors and assigns may have easements as shown on the plat for the installation and maintenance of underground water lines, sanitary sewers, storm drains, gas lines, electric, telephone and cable television, however, only the Developer should have the right to utilize the utility easements as shown on the Plat, except to the extent that a public utility or drainage easement is also indicated on the Plat.

d. LPG Appliances. All homes are dwelling units built within the Subdivision shall be equipped with an LPG water heater and at least two additional LPG appliances. Developer, along with all builders and or other contractors or subcontractors permitted to perform construction within the Subdivision, shall include within their construction plans and specifications such installations as we are necessary to comply with this provision.

e. Lot purchase and sale agreement. Within each individual Lot Owner's purchase and sale agreement, as the case may be, the following provisions shall be included:

"The Subdivision may be equipped with an underground LPG distribution due to safety anesthetic considerations on Lot LPG storage tanks with greater than 40 pounds capacity are prohibited each residence will be initially equipped with an LPG water heater outlet and three specified LPGA appliance outlets. A wide variety of additional LPG appliances are also available, but must be ordered prior to construction of a residence to permit the proper installation of LPG distribution equipment. LPG service is available by contacting the gas provider directly."

Section 8.6 – Rights of City Regarding Public Utility Systems

The city shall have the right to enforce those provisions relating to the maintenance, repair and upgrade of the public utility systems, or private utility systems that may impact public utility systems. The city shall have the right to levy reasonable assessments for the necessary maintenance, repairs and upgrades made by the city, and a further ride to enforce a lien for the unpaid assessments according to the means available under the law.

Section 9.0
Easements

Section 9.1—Establishment of Easements

All easements, as provided for in the section shall be established by one or more of the following methods:

a. By specific designation of an easement on the Plat;

b. By reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or dwelling unit;

c. By this declaration or by a separate instrument to be subsequently recorded by the Developer; or

d. By virtue of the reservation of rights set forth in section 9.2 of this section.

Section 9.2 – Easement for Utilities

An easement is here by granted to Brevard County and/or the city of Cocoa for the installation, maintenance, and operation of water, sewer, drainage and other utilities which shall include the right of access, installation, maintenance, repair and operation of said utilities over, under and across Tract Z and those certain public utility easements as appearing in notes and/or graphically shown on the Plat.

Section 9.3 – Easements Over Lots

The easements described are specifically depicted on the Plat. For so long is Developer is the Owner of any Lot, the Developer here by reserves onto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Developer for purposes of ingress and egress, to include drainage, utility, gas, telephone, cable television and electrical services. With respect to an easement thus granted, the Developer retains and reserves the right to release the Lot from the encumbrance of the easement, provided, however, that Developer shall not have the power to release any portion of the utility easement on a Lot without the consent of the city of Cocoa, St. Johns River Water Management District, and the utility company providing the utilities served by that utility easement.

Section 9.4 – Easement Restrictions

Easements for installation, maintenance, repair and operation of utilities and drainage facilities are reserved as designated in the section. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of utilities or which may change the direction of flow or drainage channels in the easements.

Section 9.5 – Construction of Easement Provisions

Any and all parts of this declaration relating to reservation and maintenance of easements are to be read and construed as being consistent with each and every other part relating to easements

Section 9.6 – Public Service

Fire, police, health, sanitation, code enforcement, postal and other public service personnel and their vehicles have a permanent and perpetual easement into, out of, and over, the Common Property for the purpose of performing their appropriate and lawful functions.

Section 10
General Provisions

Section 10.1 – Duration and Amendments

These Covenants shall run with and bind the land submitted or subjected hereto and shall be in remain in effect for a period of 20 years after which time they will be bought automatically extended for periods of 10 years and shall inert to the benefit of and being forcible by the Developer, the Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by duly recorded written instrument executed and conformance with the requirements as described below. These Covenants may be modified or terminated only by duly recorded written instrument executed by the Developer and if the Developer no longer owns any Lots, and thereafter the president and secretary of the Association upon affirmative vote of 2/3 of the Owners, provided, however, no such amendment shall affect the lien of any institutional mortgagee without such mortgagee's express consent. Notwithstanding anything in these Covenants to the contrary, the provisions of these Covenants affecting the rights or duties of the Developer should not be amended or terminated at any time while the Developer owns a Lot, without the consent in writing of the Developer. Any amendments to these Covenants which alter the stormwater management system, other than for matters relating to maintenance of the stormwater management system as originally designed and including the water management portions of other Common Property shall not be effective without the prior written approval of the St. Johns River Water

Management District. Non-withstanding the foregoing or anything of these Covenants to the contrary, this Declaration shall not be modified, altered, amended, or changed in regard to any public purpose easements or public utility easements that have been granted to the city of Cocoa, Florida without the prior written approval of the city of Cocoa, Florida.

Section 10.2 – Notices

Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States mail, postage prepaid, addressed to the person for whom it is intended at his or her last known place of residence or to such other address as may be furnished to the secretary of the Association. The effective date of the notice will be the date of the mailing.

Section 10.3 – Severability

Whenever possible, each provision of these Covenant shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid the prohibition or invalidity may not affect any other provision which can be given affect to this end, the provisions of these Covenants are declared to be severable.

Section 10.4 – Assignment by Developer

Developer will have the sole and exclusive right to transfer to such persons, firms, or corporations as it shall select, any or all of the easements and rights whatsoever given to or reserved by Developer in this Declaration. All easements and rights reserved in this Declaration shall be for the benefit of Developer, its successors and assigns.

Section 10.5 – Disputes and Construction of Terms

In the event of any dispute arising under this Declaration, the issue shall be submitted to the Board. The Board shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

Section 10.6 – Rights of the Developer to Modify

The Developer retains the right to change, alter or modify these restrictions in any manner, at any time prior to the sale of the last Lot in the Subdivision, provided, however, so long as there shall be a class B member (the Developer), the Developer shall obtain the prior written consent, if such is necessary, of the Federal housing administration and/or the veterans administration with regard to the annexation of any additional property to the Subdivision or the dedication of Common Property if the Subdivision is expanded beyond 25 Lots (the number expected in this Subdivision). Notwithstanding the foregoing, this Declaration shall not be modified, altered,

amended, or changed in regard to any public purpose easements, utility easements or governmental sovereignty without the prior written approval of the city of Cocoa, Florida, and no such amendment shall be effective without the prior written approval of the city of Cocoa, Florida.

The Owners of any Lot in the Subdivision shall enjoy the rights and privileges and be subject to the restrictions and obligations hearing imposed.

Section 11
Miscellaneous

Section 11.1 – Leases

All persons who are present in the Subdivision must comply with the Covenants. In order to enforce this provision, all Owners leasing or renting their Lot shall be required to incorporate the following provision in their lease or rental agreements substantially in the following form:

> *"The leased premises are part of a subdivision. All persons occupying property in Riverwalk subdivision are required to observe the covenants and restrictions of the Riverwalk homeowners association. Copies of all covenants and restrictions are to be obtained from the landlord."*

In addition, all Owners leasing there Lots are required to provide the Association with a copy of the lease and the names and addresses of the landlord and the tenant unless they are can contain in the lease or rental agreement.

Section 11.2 - Rights of Mortgagees.

The lien of all Assessments provided for herein which accrue and become due and payable with respect to any Lot after a mortgage is recorded with respect thereto, but prior to the transfer or conveyance of title as a result of a foreclosure or a conveyance in lieu of such foreclosure, shall be subordinate to the lien of such mortgage. An Owner acquiring title to a Lot as a result of foreclosure or conveyance in lieu thereof shall not be liable for Assessments with respect to such Lot prior to the time such Owner acquires title. Such unpaid share of the Assessment shall be deemed a common expense collectible from all Owners, including the Owner acquiring title through such foreclosure or conveyance in lieu thereof. Nothing contained herein shall relieve an Owner from responsibility for Assessments for the period of time such Owner owned such Lot. Assessments against a Lot accruing prior to the recordation of a mortgage or after the acquisition of title as a result of foreclosure or conveyance in lieu of foreclosure shall be a lien against such Lot in the manner generally provided for herein.

Section 12
Storm Management System

Section 12.1 – Property Description

The Subdivision is located where the surface water or stormwater management system shall be maintained, as permitted by the St. Johns River Water Management District.

Section 12.2 – Definitions

Surface water or stormwater management system means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quality and quantity of discharges.

Section 12.3 – Duties of the Association

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system show me the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be permitted, or is modified, as approved by the St. Johns River Water Management District.

Section 12.4 – Enforcement

The St. Johns River Water Management District shall have to write to enforce, by proceeding at law or in equity, the provisions contain in this declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 12.5 – Covenant of Maintenance Assessment for Association

Assessment shall be used for the maintenance and repair of the surface water or stormwater management system including, but not limited to, work within the retention areas, drainage structures and drainage easement.

Section 12.6 – Easements for Access and Drainage

The Association will have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system.

By this easement, the Association still have the right to enter upon any portion of any Lot which is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual nonexclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or Swales, without the prior written approval of the St. Johns River Water Management District.

Section 12.7 – Development Reservations.

Developer reserves the right to change the configuration or size of any Lot as long as Developer owns the Lot (or Lots) so changed and altered, and provided such change be reflected by an amendment of the Declaration. Developer reserves the right at any time and from time to time to grant or relocate additional easements over the Subdivision without the consent or joinder of any other party, provided that (a) any such easement must (i) provide utilities (public or private) or other services to one or more of the Lots, (ii) be located within or adjacent to (within fifteen (15) feet of) the boundary of the affected Lot, (iii) not be located closer than fifteen (15) feet to any building then existing or any proposed building shown on the site plan, (iv) not materially and adversely affect existing parking spaces, and (v) be granted by a document executed by Developer and referencing it is granted pursuant to the rights reserved in this paragraph, and (b) the grantee of such easement agrees in the granting document to repair and restore any damage to the improvements or landscaping within the easement area caused by the grantee's activities in or use of the easement area and that the grantee shall conduct its activities within the easement area in a manner, to the extent practical, to minimize any disruption to the businesses being conducted on the affected Lot.

Section 13
Governmental Sovereignty

This Declaration or any amendment here too, shall not supersede and are at all times subject to the laws, rules, regulations, resolutions and ordinances of the city of Cocoa and any other governmental agency or regulatory authority having jurisdiction. Nothing herein contain shall be deemed or construed to waive or excuse the securing of appropriate permits or approvals or so required by law or agreement. The Property, and the improvements they are on, shall at all times be subject to the laws, ordinances, rules and regulations and agreements of the city of Cocoa, Florida and any other governmental entity having jurisdiction.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

_____
Print Name:_____

_____
Print Name:_____

Flamingo Land Company, Inc.
A Florida Corporation

By: _____
Susan Moore, President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this _____ day of _____, 2023, by Susan Moore, President of Flamingo Land Company, Inc., a Florida Corporation,

□ who is personally known to me, or
□ who have produced _____ as identification.

My Commission Expires:

_____
Signature

_____
Print Name

NOTARY PUBLIC - STATE OF FLORIDA

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8339, PAGE 514, BEING PART OF LOTS 18 AND 19, BROADVIEW MANOR, AS RECORDED IN PLAT BOOK 4, PAGE 5 AND PART OF LOT 1 OF THE PLAT OF THE DIVISION OF LANDS OF ROBERT DIXON AS RECORDED IN PLAT BOOK 1, PAGE 24, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 18 AND RUN N89°28'41"W, ALONG THE SOUTH LINE OF SAID BROADVIEW MANOR, A DISTANCE OF 617.71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1, (STATE ROAD 5); THENCE S30°37'10"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1006.41 FEET TO THE NORTHERLY LINE OF INDIAN HILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 26, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N34°27'00"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 942.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE; THENCEN64°02'25"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 80.37 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6386, PAGE 34, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6386, PAGE 34, THE FOLLOWING FIVE (5) COURSES AND DISTANCES; 1) THENCE S28°11'34"W A DISTANCE OF 116.32 FEET; 2) THENCE S57°41'11"W A DISTANCE OF 140.37 FEET; 3) THENCE N55°54'04"W A DISTANCE OF 185.20 FEET; 4) THENCE N22°52'06"E A DISTANCE OF 40.34'; 5) THENCE N56°38'49"E A DISTANCE OF 209.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID INDIAN RIVER DRIVE AND A NON TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 11°39'29", A CHORD LENGTH OF 99.53 FEET AND A CHORD BEARING OF N37°14'28"W), A DISTANCE OF 99.70 FEET TO THE SOUTHERLY LINE OF LOT 17 OF SAID BROADVIEW MANOR; THENCE S62°37'44"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 191.45 FEET TO THE SOUTHERLY MOST CORNER OF SAID LOT 17, (SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF SAID LOT 18); THENCE S24°24'10"E, ALONG THE WESTERLY LINE OF SAID LOT 18, A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND

PARCEL A

PART OF LOT 19 OF BROADVIEW MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 5, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 19, (SAID POINT ALSO BEING A POINT ON THE CURVED EASTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE), AND RUN ALONG THE ARC OF

SAID CURVED EASTERLY RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 12°17’51”, A CHORD LENGTH OF 94.26 FEET AND A CHORD BEARING OF S37°57’32”E), A DISTANCE OF 94.44 FEET TO A NON-TANGENT INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6386, PAGE 34, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N56°30’26”E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 84.8 FEET, MORE OR LESS, TO THE WATER’S EDGE OF THE INDIAN RIVER; THENCE NORTHERLY, ALONG SAID WATER’S EDGE, A DISTANCE OF 107 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID LOT 19; THENCE S62°37’44”W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 116 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER ALSO WITH THE FOLLOWING DESCRIBED PARCEL OF LAND

PARCEL B

PART OF LOT 1 OF THE PLAT OF THE DIVISION OF LANDS OF ROBERT DIXON AS RECORDED IN PLAT BOOK 1, PAGE 24 AND PART OF LOT 19 OF BROADVIEW MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 5, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 19, (SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE), AND RUN S49°54’37”E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 86.47 FEET; THENCE N36°42’05”E A DISTANCE OF 53 FEET, MORE OR LESS, TO THE WATER’S EDGE OF THE INDIAN RIVER; THENCE NORTHWESTERLY, ALONG SAID WATER’S EDGE, A DISTANCE OF 95.4 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6386, PAGE 34, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S28°15’30”W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 43.4 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 10.26 NET ACRES, MORE OR LESS.

EXHIBIT B – ARTICLES OF ORGANIZATION FOR THE ASSOCIATION

FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 19, 2022

CAPITAL CONNECTION, INC.

The Articles of Incorporation for RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC. were filed on December 19, 2022 and assigned document number N22000014096. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the filedate or effective date indicated above. **It is your responsibility to remember to file your annual report in a timely manner.** A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

https://sa.www4.irs.gov/modiein/individual/index.jsp.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Any charitable organization intending to solicit contributions in Florida from the public are required to register annually with the Division of Consumer Services. For more information, please go to www.freshfromflorida.com/divisions-offices/consumer-services/business-services/charitable-organizations.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Summer Chatham, Regulatory Specialist II
New Filing Section

Letter Number: 222A00028301

ARTICLES OF INCORPORATION
OF
RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC.
A Corporation Not For Profit

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I. NAME AND ADDRESS

The name of the corporation shall be RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association". The initial address of the Association's principal office shall be 2185 West King Street, Cocoa, FL 32926. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Declaration of Covenants, and Restrictions for Riverwalk Cocoa, Florida", herein called the "Declaration", which is to be recorded in the Public Records of Brevard County, Florida, as same may be amended as provided for therein.

ARTICLE II. PURPOSE

2.1 Purpose: The purpose for which the Association is organized is to provide an entity for the maintenance, preservation, and management of the Lots and Common Property within Riverwalk (the "Subdivision"), a subdivision located in the City of Cocoa, Brevard County Florida, same to be in accordance with the Declaration. .

2.2 Distribution of Income: The Association shall make no distribution of income to its Members, directors, or officers.

ARTICLE III. POWERS

3.1 Common Law and Statutory Powers: The Association shall have all of the common law and statutory powers of a corporation not for profit, which powers are not in conflict with the terms of these Articles of Incorporation, the Declaration, or the Purposes of the Association as described in Paragraph 2.1 above.

3.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Declaration, as amended from time to time, except as validly limited by these Articles and by said Declaration, and all of the powers and duties reasonably necessary to own and operate the Common Property of the Subdivision pursuant to said Declaration and to perform the maintenance, administration, managerial and other functions for the Subdivision as provided in said Declaration, as they may be amended from time to time, including, but not limited to the following:

(a) To make and collect Assessments against Members as Lot Owners to defray the cost of Common Expenses of the Subdivision as provided in the Declaration.

(b) To use the proceeds of Assessments in the exercise of its powers and duties.

(c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the Common Property of the Subdivision in accordance with the Declaration.

(d) To purchase insurance upon the Common Property, and for the protection of the Association and its Members.

(e) To reconstruct improvements to the Common Property after casualties and further to improve the Common Property in accordance with the Declaration.

(f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Declaration.

(g) To enforce by legal means the provisions of the Declaration, the By-Laws of the Association and rules and regulations duly adopted by the Association against the Owners

(h) To furnish or otherwise provide for private security, fire protection or such other services if and as the Board in its discretion determines necessary or appropriate.

(i) To pay any real and personal property taxes and other charges assessed against the Common Property, unless same are separately assessed to the Owners.

(j) To obtain all required utility and other services for the Common Property.

(k) To maintain architectural control over the Subdivision in accordance with the Declaration.

(l) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

(m) To exercise such further authority as may be reasonably necessary to carry out each and every of the obligations of the Association set forth in the Declaration, these Articles or the By-Laws.

3.3 Assets Held in Trust: All funds and the title of all property acquired by the Association and the proceeds thereof shall be held in trust for the Members, in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws of the Association. Upon the dissolution or winding up of this Association, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Association shall be distributed pro-rata among all Members, or, alternatively, upon the affirmative vote of two thirds (2/3) of the Owners of Lots in the Subdivision, the assets of the Association may be conveyed or dedicated to (i) a public body willing to accept such assets; or (ii) a not for profit organization located in Brevard County, Florida, or the one closest to the Association, if none are located in Brevard County, having the same or similar purposes; provided that in the event of the dissolution of the Association, the property consisting of the surface water management system of the Subdivision shall be conveyed to an appropriate agency of local government, and if not accepted, the surface water management system shall be dedicated to a similar non-profit corporation.

3.4 Limitation on Exercise of Powers: The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Declaration, these Articles and the By-Laws of the Association.

ARTICLE IV. MEMBERS

4.1 Members: The Members of the Association shall consist of all of the record Owners of Lots in the Subdivision subject to the Declaration.

4.2 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Brevard County, Florida, of a deed or other instrument establishing a change of record title to a Lot in the Subdivision. A copy of such instrument shall be delivered to the Association. The Owner designated in such instrument shall thereupon become a Member of the Association and the membership of the prior owner shall thereupon be terminated, as provided in the By-Laws.

4.3 Limitation on a Transfer of Shares of Assets: The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member's Lot.

4.4 Voting: Subject to the provisions of Section 5.5 of the Declaration, the Owner of each Lot shall be entitled to one vote as a Member of the Association, provided, however, that the Developer shall, during development, be entitled to the number of votes as provided in the Declaration, which votes may be apportioned to successor developers or partial successor developers as provided in the Declaration. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Subject to the provisions of Section 5.5 of the Declaration, Owners owning more than one Lot shall be entitled to one vote for each Lot owned.

ARTICLE V. DIRECTORS

5.1 Board of Directors: The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of Members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) Directors. Directors shall be Members of the Association except as otherwise provided herein or in the By-Laws.

5.2 Election of Directors: Directors of the Association shall be elected at the annual meeting of the Members, in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

5.3 First Board of Directors: The names and addresses of the initial Board of Directors, who have been selected by the Developer and who shall serve until their successors are elected and have qualified or until they resign or are removed, are as follows:

Susan Moore
2185 West King Street,
Cocoa, FL 32926

A. Monroe Moore
2185 West King Street,
Cocoa, FL 32926

Tyler Sirois
2185 West King Street,
Cocoa, FL 32926

The initial Directors designated by Developer herein, and any Directors subsequently designated or appointed or elected by Developer need not be Members of the Association. All other Board members shall be Members of the Association.

ARTICLE VI. OFFICERS

6.1 Officers: The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Susan Moore 2185 West King Street, Cocoa, FL 32926
Vice President:	A. Monroe Moore 2185 West King Street, Cocoa, FL 32926
Secretary/Treasurer:	Tyler Sirois 2185 West King Street, Cocoa, FL 32926

ARTICLE VII. INDEMNIFICATION

7.1 Indemnification: Every Director and every officer of the Association shall be indemnified by the Association against all expense and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.2 Insurance: The Board of Directors of the Association may purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth in Section 7.1. The premiums for such insurance shall be paid by the Members of the Association as part of the common expenses.

ARTICLE VIII. BY-LAWS

8.1 By-Laws: The first By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided by the By-Laws and the Declaration.

ARTICLE IX. AMENDMENTS

9.1 Amendments: These Articles may be altered, amended or modified upon the affirmative vote of the owners of two thirds (2/3) of the Lots in the Subdivision. Provided, however, that these Articles may be altered, amended or modified by Developer, or its successor as such Developer, during the time that Developer has the right to and does control the Association in accordance with the Declaration. Amendments may be proposed by resolution of the Board of Directors or by the owners of any three Lots. Provided, however, that no amendment affecting the Developer, or its successors or assigns as the developer of the Subdivision, as defined in the Declaration, shall be effective without the prior written consent of the Developer, its successors or assigns as such Developer. Provided, further, that no amendment shall make any change in the qualification for membership nor the voting rights of Members without the approval of all Members. No amendment shall be made which is in conflict with the Declaration.

ARTICLE X. EXISTENCE

10.1 Term: The term of the Association shall be perpetual; provided, however, in the event that the Association is ever dissolved, the control or right of access to the Subdivision property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE XI. INCORPORATOR

11.1 Incorporator: The name and address of the incorporator of this Corporation is as follows: William C. Robinson, Jr., 802 11th Street West, Bradenton, Florida 34205.

ARTICLE XII. REGISTERED OFFICE AND AGENT

12.1 Registered Office and Agent: The Association hereby appoints Blalock Walters, P.A., a professional service corporation, whose address is 802 11th Street West, Bradenton, Florida 34205, as its Resident Agent under the Laws of Florida. By affixing its signature hereto, the said Blalock Walters, P.A., a professional service corporation does hereby accept said designation and appointment, and the office of the Association shall be at said address.

IN WITNESS WHEREOF, the incorporator has caused these Articles to be executed in its name by an officer thereunto duly authorized this 12 day of December, 2022.

William C. Robinson, Jr., Incorporator

ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as registered agent.

BLALOCK WALTERS, PA

By: _____
William C. Robinson Jr., Vice President

EXHIBIT C – BYLAWS FOR THE ASSOCIATION

BY-LAWS
OF
RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC.
HOMEOWNERS ASSOCIATION, INC.
A Corporation Not For Profit

ARTICLE I. IDENTIFICATION

1.01 Identity: These are the By-Laws of RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association".

1.02 Purpose: The Association has been organized for the purpose of maintaining, preserving, and managing the Lots and Common Property within RIVERWALK (the "Subdivision"), a subdivision located in the City of Cocoa, Brevard County, Florida, same to be in accordance with the "Declaration of Covenants and Restrictions for Riverwalk Cocoa, Florida", herein called the "Declaration."

1.03 Office: The office of the Association shall be at 2185 West King Street, Cocoa, FL 32926, until otherwise changed by the Board of Directors.

1.04 Fiscal Year: The fiscal year of the Association shall be the calendar year.

1.05 Seal: The Association may adopt a corporate seal. If adopted, the seal of the Association shall bear the name of the Association, the word "Florida", and the words "Corporation Not For Profit" and the year of incorporation.

ARTICLE II. MEMBERS

2.01 Qualification: The Members of the Association shall consist of all of the record owners of Lots in the Subdivision which are subject to the Declaration, in accordance with the Declaration.

2.02 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Brevard County, Florida, of a deed or other instrument establishing a change of record title to a Lot in the Subdivision. A copy of such instrument shall be delivered to the Association. Upon recording, the owner established by such instrument of conveyance shall thereupon become a Member of the Association and the membership of the prior owner shall thereupon be terminated.

2.03 Multiple Owners: When a Lot is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each owner shall be a Member of the Association by virtue of being a record owner of an interest in a Lot. Lessees of Lots shall not be Members. All matters of voting shall, however, be determined on a Lot basis, as provided in Article III.

2.04 Restraint upon Assignment of Membership, Shares and Assets: The membership of an owner, and the share of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot.

2.05 Evidence of Membership: There shall be no stock or membership certificates in the Association. Membership shall be determined by ownership as herein provided.

ARTICLE III. VOTING

3.01 Voting Rights: The Member or Members who are the record owners of each Lot in the Subdivision shall be collectively entitled to one (1) vote for each such Lot, as provided in the Declaration and the Articles of Incorporation. Subject to the Declaration, if Members own more than one Lot, they shall be entitled to one vote for each Lot owned. A Lot vote may not be divided. As provided in the Declaration, the Developer, together with any successor developer, shall originally be entitled to three (3) votes for each platted Lot upon recording of the Plat(s), notwithstanding the number of lots owned by the Developer, such successor Developer. The number of votes that the Developer is entitled to cast shall be decreased from time to time as provided in the Declaration and any amendments thereto.

3.02 Voting Procedure: Subject to the Declaration, the single or multiple owners of each Lot who are Owners shall have one vote for each Lot, and the Developer shall have the number of votes provided for in the Declaration. All determinations of requisite majorities and quorums for all purposes under the Declaration, the Articles of Incorporation and these By-laws shall be made by reference to the number of votes, if any, to which the Developer is entitled. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by Members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles of Incorporation, or these By-Laws.

3.03 Quorum: A quorum shall exist when Members entitled to cast not less than twenty five percent (25%) of all votes are present, either in person, by designated voting representative or by proxy.

3.04 Designation of Voting Representative: The right to cast the vote attributable to each Lot shall be determined, established and limited pursuant to the provisions of this section:

(a) Single Owner: If the Lot is owned by one natural person, that personal shall be entitled to cast the vote for his Lot.

(b) Multiple Owners: If a Lot is owned by more than one person, either as co-tenants or joint tenants, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association.

(c) Life Estate with Remainder Interest: If a Lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the Lot. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot in fee in the same manner as the life tenants own the life estate.

(d) Corporations or LLCs: If a Lot is owned by a corporation, the officer, employee, or agent thereof entitled to cast the vote for the Lot shall be designated in a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the Association. If a Lot is owned by a limited liability company ("LLC"), the manager, member, officer, or agent thereof entitled to cast the vote for the Lot shall be designated in a certificate executed by an authorized member of the LLC, if a member-managed LLC, and by an authorized manager of the LLC, if a manager-managed LLC, and filed with the Secretary of the Association.

(e) Partnership: If a Lot is owned by a general or limited partnership, the general partner entitled to cast the vote for the Lot shall be designated by certificate executed by all general partners and filed with the Secretary of the Association.

(f) Trustees: If a Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the Lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to

possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the Lot by a certificate executed by all trustees and filed with the Secretary of the Association.

(g) Estates and Guardianships: If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such Lot upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.

(h) Tenants by the Entirety: If a Lot is owned by a husband and wife as tenants by the entirety, they may designate a voting Member in the same manner as other multiple owners. If no certificate designating a voting Member is on file with the Association, and only one of the husband and wife is present at a meeting, he or she may cast the vote for their Lot without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.

(i) Leases: If a Lot is leased, the owner-lessor shall be entitled to cast the vote for the Lot, except that the owner may designate a lessee as the person entitled to cast the vote for the Lot by a certificate executed by all owners and filed with the Secretary of the Association.

(j) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate, a Lot shall not be counted in determining a quorum unless all owners required to execute such certificate are present, in person or by proxy, and such Lot owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot is to be cast on that matter.

3.05 Approval or Disapproval of Matters: Whenever the decision of a Lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

3.06 Proxies: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the owner, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. No one person may be designated to hold more than fifteen (15) proxies. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

3.07 Method of Voting: Subject to the provisions of the Declaration, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Declaration, or whenever any amendment to the Declaration is proposed, or when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "Yeas" and "Nays" provided that any five (5) voting Members, or the chairman, may require a roll call vote or vote by written ballot.

ARTICLE IV. MEETINGS OF MEMBERS

4.01 Annual Meeting: The annual meeting of the Members shall be held during the month of November of each year on a day and at a time determined by the Board of Directors; provided that notice pursuant to the Declaration is given at least thirty (30) days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing directors, and transacting any other business authorized to be transacted by the Members. No annual meeting shall be held until such time as the regular Members are entitled to elect a director pursuant to the provisions of the Declaration.

4.02 Special Meetings: Special meetings of the Members shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting Members entitled to cast not fewer than twenty five percent (25%) of the total number of votes.

4.03 Notice of Meetings: Notice of all meetings of the Members, stating the time, place and subjects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. All such notices shall be given in writing to each Member's address, as it appears on the books of the Association; as the Member may have otherwise directed in writing; or as it appears upon the instrument of conveyance establishing the membership interest. The notice shall be mailed or delivered not fewer than ten (10) days, nor more than thirty (30) days, prior to the date of the meeting. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an owner. The notice for any meeting at which assessments against Lot owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such mailing or delivery shall be given by an Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

4.04 Place: Meetings of the Association Members shall be held at such place in Brevard County, Florida, as the Board of Directors may designate in the Notice of Meeting.

4.05 Adjournments: If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.06 Order of Business: The order of business at annual meetings, and as far as practical at all special meetings, shall be:

(a) Election of Chairman of the meeting (if necessary).

(b) Calling of the roll and certifying of the proxies.

(c) Proof of notice of the meeting or waiver of notice.

(d) Reading and disposal of any unapproved minutes.

(e) Reports of officers.

(f) Reports of committees.

(g) Election of Directors.

(h) Unfinished business.

(i) New business.

(j) Announcements.

(k) Adjournment.

4.07 Action Without Meeting: Whenever the affirmative vote or approval of the Members is required or permitted by the Declaration or these By-Laws, such action may be taken without a meeting if Members entitled to cast not fewer than seventy five percent (75%) of the votes if such meeting were held, shall agree in writing that such action be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must so agree in writing. Notice of the action so taken shall be given in writing to all Members who did not approve such action in writing within ten (10) days of such approval.

4.08 Proviso: Provided, however, that until the Developer has terminated its control of the Association and its affairs in accordance with the Declaration, the proceedings of all meetings of the Members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE V. DIRECTORS

5.01 Number: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, the exact number to be determined by the Members from time to time prior to the annual election of Directors. The Board of Directors shall at all times be comprised of an odd number of Members. Until otherwise determined by the Owners, there shall be three (3) Directors.

5.02 Election of Directors: The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting of the Members. A nominating committee of not less than three (3) nor more than five (5) Members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting of the Members. The nominating committee shall nominate at least one (1) person for each Directorship. Other nominations may be made from the floor, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.

(b) The election shall be by ballots, unless dispensed with by unanimous consent, and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all Lot owners. A special meeting of the Lot owners to recall a member or members of the Board may be called by ten percent (10%) of the Lot owners giving notice of the meeting as required for a meeting of Lot owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by vote of the Members of the Association at the same meeting.

(d) The Developer shall be vested with the power to designate the initial Board of Directors, the Members of which need not be owners of Lots. The initial Board of Directors shall serve until the first election of Directors. Any vacancies occurring prior to the first election shall be filled by the remaining Directors.

(e) The first election of Directors shall be held when Class B Membership terminates as provided in the Declaration.

(f) When Class B Membership terminates, then the Developer shall call a special meeting within sixty (60) days after such date, as provided in the Declaration. At such special meeting all Owners shall elect a Board of Directors, to serve until the next annual meeting. Thereafter, Directors shall be elected annually at the annual meeting.

(g) Developer may waive its right to elect or designate any one or more Directors it otherwise has the right to designate under the Declaration and these By-Laws, which waiver shall, however, apply only to the specific election at which the waiver is made. If Developer does waive such right, the Owners shall elect the Board member or members who would otherwise have been elected or designated by Developer.

5.03 Term: Subject to the provisions of Section 5.02, the term of each Director's service shall extend to the next annual meeting of the Members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

5.04 Qualifications: All Directors shall be Members of the Association; provided, however, that any Director elected or designated by Developer pursuant to these By-Laws need not be Members. An officer of any corporate owner and a general partner of any partnership owner shall be deemed Members for the purposes of qualifying for election to the Board of Directors.

5.05 Vacancies: Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of the Director he is replacing. Vacancies following removal of office pursuant to Section 5.02(c) shall be filled as therein provided.

5.06 Disqualification and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who must be a Member of the Association shall be deemed to have resigned if he transfers his Lot so that he ceases to be a Member of the Association. After the Class B Membership terminates pursuant to the Declaration, more than three (3) consecutive unexcused absences from regular Board meetings shall be deemed a resignation, which shall be effective upon acceptance by the Board.

5.07 Voting: All voting for the election of Directors shall be as provided in Article III hereof. Notwithstanding the foregoing, Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

5.08 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within thirty (30) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

5.09 Regular Meetings: The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meetings may be dispensed with upon written concurrence of not less than two-thirds (2/3) of the members of the Board.

5.10 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the written request of one-third (1/3) of the Directors.

5.11 Notice:

(a) To Directors: Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of notice by him.

(b) To Members: Notices of all Board meetings, and meetings of any committee or similar body of the Board, shall be posted in a conspicuous place in the Subdivision at least forty-eight (48) hours in advance of the meeting except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Subdivision, notice shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. The notice for any meeting at which assessments against Lot owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such posting, mailing or delivery shall be given by an Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

5.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval of a greater number of Directors is required by the Declaration or these By-Laws.

5.13 Adjourned Meeting: If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.14 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes or to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

5.15 Meetings Open: Meetings of the Board of Directors shall be open to all Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would be otherwise be governed by the attorney/client privilege.

5.16 Presiding Officer: The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors shall designate one of their members to preside.

5.17 Directors' Fees: Directors shall not be entitled to receive Directors' fees, but may be reimbursed out of pocket expenses advanced by the Director.

5.18 Order of Business: The order of business of Directors' meetings shall be:

(a) Roll call.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading and disposal of any unapproved minutes.

(d) Reports of officers and committees.

(e) Election of officers, if any.

(f) Unfinished business.

(g) New business.

(h) Announcements.

(i) Adjournment.

ARTICLE VI. POWERS AND DUTIES OF BOARD OF DIRECTORS

The Board of Directors shall have all powers, authority, discretion and duties necessary for the administration of the Association and operation of the Subdivision, except as may be reserved or granted to the Lot owners, Developer or a specific committee or committees of the Association by the Declaration, Articles of Incorporation, or these By-Laws. The powers of the Board shall include, but shall not be limited to, the following:

6.01 General Powers: All powers specifically set forth in the Declaration, Articles of Incorporation and these By-Laws, and all powers incident thereto or reasonably to be inferred therefrom.

6.02 Enforcement: The Board of Directors shall, when deemed necessary by the Board, enforce by legal means, provisions of the Declaration, the Articles of Incorporation, the By-Laws and Rules and Regulations for the use of the Common Property.

6.03 Budget and Assessments: To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration and these By-Laws.

6.04 Employment: To employ, dismiss, control and contract for personnel and contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.05 Rules and Regulations: To adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and operation and use of any Common Property, subject to the Declaration and By-Laws. Provided, however, that any rules or regulations adopted by the Board may be supplemented, amended or rescinded by affirmative vote of the owners of not less than two-thirds (2/3) of the Lots subject to the Declaration. Any such rules or regulations approved by the owners shall not thereafter be amended or rescinded except upon affirmative vote of the owners of not less than two-thirds (2/3) of the Lots in the Subdivision subject to the Declaration.

6.06 Committees: To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association, and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declaration, Articles of Incorporation and By-Laws. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors.

ARTICLE VII. OFFICERS

7.01 Officers and Election: The officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer, a Secretary and such other officers as may be determined from time to time by the Board, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by a majority vote of all Directors at any meeting. Any person may hold two offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall designate the powers and duties of such other officers as it may create.

7.02 President: The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of President of an Association; including but not limited to the power to appoint advisory committees from time to time, from among the Members or others as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. The President shall serve as Chairman at all Board and Membership meetings.

7.03 Vice President: The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.04 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the Members. The Secretary shall attend to the giving and serving of all notice to the Members and Directors. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary, when the Secretary is absent. The minutes of all meetings of the Members and the Board of Directors shall be kept in books available for inspection by Members, or their authorized representatives, and Board members at any reasonable time. All such records shall be retained for not less than seven (7) years.

7.05 Treasurer: The Treasurer shall have the custody of all the property of the Association including funds, securities and evidences of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices, and provide for collection of assessments, and perform all other duties incident to the office of Treasurer.

7.06 Compensation: The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that Directors' fees shall be determined by Members shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management services. No officer who is a designee of the Developer shall receive any compensation for his services.

7.07 Indemnification of Directors and Officers: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which such Director or officer may be a party or in which such Director or officer may become involved by reason of being or having been a Director or officer of the Association, whether or not such Director or officer is a Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of such Director's or officer's duties. The foregoing right of indemnification shall be in addition to and no exclusive of all other rights to which such Director or officer may be entitled.

7.08 Term: All officers shall hold office until their successors are chosen and qualify.

ARTICLE VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

8.01 Accounting: Receipts and expenditures of the Association shall be credited and charged to Association accounts in accordance with generally accepted accounting principles consistently applied.

8.02 Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves if deemed necessary by the Board. The budget may provide funds for specifically proposed and approved improvements.

8.03 Procedure: The Board of Directors shall adopt a budget in accordance with the Declaration.

8.04 Assessments: Regular annual assessments against a Lot owner for such owner's share of the items of the budget shall be made in advance on or before December 20 preceding the year for which the assessment is made. Such assessment shall be due either annually or, at the discretion of the Board, in two (2) semi-annual installments, which shall come due on the 1st day of January and July of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due from the 1st day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget may be amended at any time by the Board and a Special Assessment levied. The Special Assessment shall be due on the 1st day of the month next following the month in which the supplementary assessment is made or as otherwise provided by the Board of Directors.

8.05 Acceleration of Assessments: Upon default in payment the Board may elect to accelerate remaining installments of any assessments in accordance with the Declaration.

8.06 Expenditures: All funds of the Association shall be expended only upon authorization of the Board of Directors. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from special assessments and funds in specifically designated reserves shall be expended solely for the purpose for which such assessment was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the Board.

8.07 Depository: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board of Directors. Funds of the Association may be co-mingled or kept in separate accounts, except as otherwise required by the Declaration.

8.08 Audit: After Developer transfers complete control of the Association, a report of the accounts of the Association shall be made annually by the Board, and a copy of the report shall be furnished to each Member not later than April 1 of the year following the year for which the report is made.

8.09 Fidelity Bonds: Fidelity Bonds may be required by the Board of Directors from all persons handling or responsible for the Association's funds. The amounts of such bonds shall be determined by the Directors of the Association. The premiums on such bonds, if required by the Board, shall be paid by the Association as a common expense.

ARTICLE IX. PARLIAMENTARY RULES

All meetings of the Members of the Association and of the Board of Directors will be conducted in an orderly fashion by the chair of the meeting according to such rules as he or she may adopt in his or her discretion. in such a way that meetings are efficient and that Members and Directors are afforded an opportunity to be heard.

ARTICLE X. AMENDMENT

These By-Laws may be amended by the Members of the Association at any regular or special meeting duly called for that purpose by the affirmative vote of an absolute majority of all votes entitled to be cast. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Declaration or the Articles of Incorporation, except as provided in said Declaration or Articles. Provided, however, that these By-Laws may be amended at any time by the Developer during the time that the Developer has the right to control the Association, provided that such amendment is not in conflict with the Declaration.

ARTICLE XI. MISCELLANEOUS

The provisions of these By-Laws shall be construed together with the Declaration and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Declaration or Articles, the provisions of the Declaration or Articles shall control. Unless otherwise specifically provided, terms used herein shall have the meanings set forth in the Declaration. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Declaration. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

The foregoing was adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the 15 day of December, 2022.

RIVERWALK AT COCOA HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

By: Susan Moore
Susan Moore
Its: President

DECLARATION OF COVENANT

This Declaration of Covenant (this "Covenant") is made and entered into as of _____, 2023 (the "Effective Date") by Riverwalk Development Corporation, Inc., a Florida corporation ("Declarant").

RECITALS

A. Declarant plans to develop a residential project and owns the real property, as described on Exhibit "A" (the "**Development Property**"), which includes two parcels as described on Exhibit "B" (the "**Independent Parcels**").

B. As of the Effective Date, Declarant has agreed to restrict the future conveyances on the Independent Parcels as more fully provided for herein.

COVENANT AND AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant for itself, its successors and assigns, hereby subjects the Independent Parcels, to the Covenant described herein:

1. **Conveyance Restriction**. The Independent Parcels must be conveyed together and may not be separately conveyed. Any such separate conveyance of the Independent Parcels shall be void as a matter of law.

2. **Run with the Land**. This Covenant will be recorded in the real property records of the County where the Independent Parcels are located, and the covenants and rights contained in this Covenant are intended to run with and burden all portions of Independent Parcels Property, and will inure to and be for the benefit of association for the Development Property.

3. **Enforcement**. In the event of a breach or threatened breach of this Covenant, the association for the Development Property or the City of Cocoa, Florida (the "City") will have all rights and remedies available at law and in equity to enforce the terms of this Covenant.

4. **Severability**. Whenever possible, each provision of this Covenant will be interpreted in such a manner as to be valid under applicable law; provided, however, if any provision of this Covenant is invalid or prohibited under applicable law, such provision will be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant.

5. **Choice of Law**. This Covenant is to be governed and construed in accordance with the laws of the State of Florida.

6. **Headings**. Section headings within this Covenant are inserted for convenience only and are not intended to and will not govern, limit or aid in the construction of any terms or provisions contained in this Covenant.

7. **Modifications**. Any modifications of this Covenant will be effective only when made in writing signed by association of Development Property and the owner of the Independent Parcels and approved by the City and recorded in the Official Records of the Brevard County Clerk and Comptroller.

8. **Attorneys' Fees and Costs**. In connection with any dispute regarding this Covenant, the prevailing party shall be entitled to recover all attorneys' fees, together with all costs and expenses.

[Signature page follow.]

IN WITNESS WHEREOF, Declarant has caused this Covenant to be executed as of the Effective Date.

Signed, sealed and delivered in our presence:

Flamingo Land Company, Inc., a Florida corporation

By: _____
Susan Moore, President

(Company Seal)

_____
Print Name: _____

_____
Print Name: _____

State of Florida
County of _____

The foregoing instrument was acknowledged before me by [_] physical presence or [_] online notarization, on this ___ day of _____, 2023, by Susan Moore, as President of Flamingo Land Company, Inc., a Florida corporation. She is [_] personally known to me or [_] has produced _____ as identification.

[Notary Seal]

_____
Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A – LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8339, PAGE 514, BEING PART OF LOTS 18 AND 19, BROADVIEW MANOR, AS RECORDED IN PLAT BOOK 4, PAGE 5 AND PART OF LOT 1 OF THE PLAT OF THE DIVISION OF LANDS OF ROBERT DIXON AS RECORDED IN PLAT BOOK 1, PAGE 24, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 18 AND RUN N89°28'41"W, ALONG THE SOUTH LINE OF SAID BROADVIEW MANOR, A DISTANCE OF 617.71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1, (STATE ROAD 5); THENCE S30°37'10"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1006.41 FEET TO THE NORTHERLY LINE OF INDIAN HILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 26, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N34°27'00"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 942.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE; THENCEN64°02'25"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 80.37 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6386, PAGE 34, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6386, PAGE 34, THE FOLLOWING FIVE (5) COURSES AND DISTANCES; 1) THENCE S28°11'34"W A DISTANCE OF 116.32 FEET; 2) THENCE S57°41'11"W A DISTANCE OF 140.37 FEET; 3) THENCE N55°54'04"W A DISTANCE OF 185.20 FEET; 4) THENCE N22°52'06"E A DISTANCE OF 40.34'; 5) THENCE N56°38'49"E A DISTANCE OF 209.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID INDIAN RIVER DRIVE AND A NON TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 11°39'29", A CHORD LENGTH OF 99.53 FEET AND A CHORD BEARING OF N37°14'28"W), A DISTANCE OF 99.70 FEET TO THE SOUTHERLY LINE OF LOT 17 OF SAID BROADVIEW MANOR; THENCE S62°37'44"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 191.45 FEET TO THE SOUTHERLY MOST CORNER OF SAID LOT 17, (SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF SAID LOT 18); THENCE S24°24'10"E, ALONG THE WESTERLY LINE OF SAID LOT 18, A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND

PARCEL A

PART OF LOT 19 OF BROADVIEW MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 5, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 19, (SAID POINT ALSO BEING A POINT ON THE CURVED EASTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE), AND RUN ALONG THE ARC OF SAID CURVED EASTERLY RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 12°17'51", A CHORD LENGTH OF 94.26 FEET AND A CHORD BEARING OF S37°57'32"E), A DISTANCE OF 94.44 FEET TO A NON-TANGENT INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6386, PAGE 34, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N56°30'26"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 84.8 FEET, MORE OR LESS, TO THE WATER'S EDGE OF THE INDIAN RIVER; THENCE NORTHERLY, ALONG SAID WATER'S EDGE, A DISTANCE OF 107 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID LOT 19; THENCE S62°37'44"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 116 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER ALSO WITH THE FOLLOWING DESCRIBED PARCEL OF LAND

PARCEL B

PART OF LOT 1 OF THE PLAT OF THE DIVISION OF LANDS OF ROBERT DIXON AS RECORDED IN PLAT BOOK 1, PAGE 24 AND PART OF LOT 19 OF BROADVIEW MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 5, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 19, (SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE), AND RUN S49°54'37"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 86.47 FEET; THENCE N36°42'05"E A DISTANCE OF 53 FEET, MORE OR LESS, TO THE WATER'S EDGE OF THE INDIAN RIVER; THENCE NORTHWESTERLY, ALONG SAID WATER'S EDGE, A DISTANCE OF 95.4 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6386, PAGE 34, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S28°15'30"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 43.4 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 10.26 NET ACRES, MORE OR LESS.

Exhibit B

Legal Description of the Independent Parcels

Lot 2, Block C of the _____, as per plat recorded in Plat Book _____, Page _____ of the Public Records of Brevard County, Florida.

AND

Tract F of the _____, as per plat recorded in Plat Book _____, Page _____ of the Public Records of Brevard County, Florida.

Legislation Details (With Text)

File #:	23-187	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/8/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations 2-28-23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2023
Agenda Date: April 11, 2023
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of February 28, 2023. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2023 Change Orders - CM authorized to execute

applied to contingency

as of: 02/28/2023

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
WS21VP - Viera Pump Station													
Op. Rev.		917,070.00	Total approved	2023-015									
Project Manag	David Veloza	83,370.00	contingency and other costs authorized										
account #	424-4055-536.63-00	833,700.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	L7 Construction			FY2023	46161	833,700.00							
	PO#:	**83,370**											
Caterpillar Generator Service													
Op. Rev.		90,000.00	Total approved	2023-10									
Project Manager:		20,000.00	contingency and other costs authorized										
account #	421-4020-536.34-00	70,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Ring Power-Orlando			FY2023	45941	70,000.00				$ 70,000.00			
	PO #: 80647	**20,000**											
ES23NC - Hurricane Nicole													
Op. Rev.		98,400.00		2022-130									
Project Manager: Frank Marabito		16,400.00	contingency and other costs authorized										
account # :	001-1601-525.46-00	82,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	TSI Disaster Inc			FY2023	45793	82,000.00	$ 82,000.00			$ 82,000.00			
	PO #: 80526	**16,400**											
WS21BL - Wewa Sodium Hypo Tank													
Op. Rev.		439,976.00		2022-133									
Project Manager: Sean McFarland		39,998.00	contingency and other costs authorized										
account #	424-4020-536.64-00	399,978.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Odyssey Manufacturing, Co.			FY2023	45802	399,978.00				$ 399,978.00			
	PO # 80495	**39,998**											
WS21SC - Sea Ray Bridger Drive Water Main Relocation													
Op. Rev.		4,839,475.89		2022-134									
Project Manager: John Perrin		439,952.35	contingency and other costs authorized										
account #	424-4055-536.63-00	4,399,523.54	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,523.54	$ 4,399,523.54			$ 4,399,523.54	$ 38,928.26		
	PO # 80537	**439,952**											
SW08PL - CIPP													
Op. Rev.		175,248.00		2022-117									
Project Manag	Bryant Smith	290.75	contingency and other costs authorized										
account #	423-3570-538.63-00	159,709.25	exp authorized before contingency				Cumulative	FY21 Cum	FY22 cum	FY23 cum			
				FY2023	45292	159,709.25	$ 159,709.25			$ 159,709.25			
	Inliner Solutions PO # 80264			CO #1	45762	15,248.00	$ 15,248.00			$ 15,248.00			
		291											
PW08SP - Milling & Repaving													
Op. Rev.		300,000.00		2022-097									
Project Manager: Bryant Smith		4,871.95	contingency and other costs authorized										
account #	001-3510-541.63-00	295,128.05	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	VA Paving			FY2022	45472	295,128.05	$ 295,128.05			$ 295,128.05	$ 268,095.45		
	PO # 80311	**4,872**											
WS17FC - PLC Upgrade Belt Filter													
Op. Rev.		164,105.00		22-084									
Project Manager:		21,405.00	contingency and other costs authorized										
account #	421-4020-536.63-00	142,700.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	CC Control Corp			FY2022	45427	142,700.00	$ 142,700.00		$ 142,700.00		$ 15,700.00	$ -	
	PO# 80167	**21,405**											
WS22AR	Rexa Limitorque Actuator												
Op. Rev.		54,723.00		2022-047									
Project Manager:		4,975.00	contingency and other costs authorized										
account #	421-4020-536.64-00	49,748.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
				FY2022	46197	34,411.25	$ 49,748.00		$ 49,748.00			$ -	
	PO#	**4,975**											

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
PW00CC	HVAC Civic Center												
Op. Rev.		110,895.00		2022-028									
Project Manager:		30,800.00	contingency and other costs authorized										
account #	001-3560-519.64-00	80,095.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Cortez Heating & Air			FY2022	44558	80,095.00	$ 100,890.00		$ 100,890.00				
	PO# 79572			C/O # 1	44656	20,795.00							
		10,005											
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement												
Op. Rev.		289,131.70	3/22/2022	2022-025									
Project Manager:		26,284.70	contingency and other costs authorized										
account #	303-3570-538.63-08	262,847.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	424-4055-536.63-08												
	Tiera Inc.			FY2022 - 303	44454	197,135.00 63-08	$ 262,847.00		$ 262,847.00				
	PO# 79493			FY2022-424	44454	65,712.00 63-01							
		26,285											
GR2102	Lift Station #1 Replacement												
Op. Rev.		718,638.00	12/14/2021	2021-124									
Project Manager:		65,331.00	contingency and other costs authorized										
account #	424-4055-536.63-06	653,307.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Carr & Collier			FY2022	44236	653,307.00	$ 653,307.00			$ 653,307.00	$ 301,872.59	$ 217,135.23	
	PO # 079254												
		65,331											
WS18MI	PINEDA												
Op. Rev.		12,066,069.40	11/30/2021	21-112									
Project Manager: City of Melbourne		1,096,915.40	contingency and other costs authorized										
account #	426-4055-536.63-00	10,969,154.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	421-4055-536.63-00												
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,651,222.85	$ 10,969,154.00	$ 485,192.24	$ 196,876.61	$ 196,876.61	$ 485,192.24	$ 10,969,154.00
	WIRE			CO#1	WIRE	(399,159.24)							
				CO #2	WIRE	(86,033.00)							
				CO#3	WIRE	95,700.00							
				CO#4	WIRE	(43,588.55)							
				CO#5	WIRE	(6,950.00)							
				CO#5b	WIRE	(14,539.00)							
				CO#6	WIRE	(69,457.00)							
		572,888.61											
WS21FM - FDOT project SR 528													
Op. Rev.		256,410.00	12/8/2020	2020-250									
Project Manager:		23,310.00	contingency and other costs authorized										
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00			$ 79,596.96	
	Contractor PO# 77555												
		23,310											
WS1222	BNR Process Improvements												
Op. Rev.		2,019,049.00	2/22/2022	2022-018									
Project Manager:		511,048.00	contingency and other costs authorized	2022-092									
account #	424-4120-536.63-00	1,508,001.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	E&D Contracting Services Vendor #10461			FY2022	44517	1,508,001.00	$ 1,974,064.00		$ 1,944,049.00	$ 30,015.00	$ 524,113.20	$ 507,911.04	
	PO# 079480			C/O#1	45144	436,048.00							
				C/O#2	45887	30,015.00							
		511,048											

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures

WS1001 Industrial Park Pump Station

Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138									
Project Manager Utilities		444,500.00	10% contingency authorized			63-00							
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00						
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41						
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91						
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53						
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91						
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98						
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09						
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09						
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47						
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12						
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12						
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32						
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98						
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83						
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17						
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97						
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58						
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97						
							4,667,012.97						
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67						
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28						
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58						
					34893	9,984.39	$ 4,667,012.97						
			PO#73686	FY2019		1,000.00							
		209,868	^contingency balance-->										

Legislation Details (With Text)

File #:	23-234	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/5/2023			**In control:**	City Council
On agenda:	4/11/2023			**Final action:**	
Title:	City Council Bi-Weekly Report for March 24, 2023-April 6, 2023. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bi-Weekly Report 03_24-04_06_23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 5, 2023
Agenda Date: April 11, 2023
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
City Council Bi-Weekly Report for March 24, 2023-April 6, 2023.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

City Council Bi-Weekly Report for March 24, 2023-April 6, 2023.

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Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: March 24-April 6, 2023

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 6 received/ 5 closed out/ $0 collected
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
  - 23-056: Assistant Fire Chief, Fire Department/Administration
  - 23-005: Backflow Technician, Utilities/Water Field Operations
  - 23-068: Custodial Worker, Public Works/Facilities
  - 23-067: Customer Service Representative, Finance/Customer Service
  - 23-052: Dispatcher/Communications Officer, Police/Communications
  - 23-060: Facility Attendant (Part-Time), Comm & Economic Dev/Leisure Services
  - 23-050: Firefighter (EMT), Fire/Operations
  - 23-053: Industrial Electrician I-SFO, Utilities/SFO
  - 23-046: Instrumentation Technician, Utilities/Dyal
  - 23-066: Junior Network Ninja (AKA Administrator), Information Technology
  - 23-006: Maintenance Worker I, Utilities/WFO
  - 23-035: Maintenance Worker I, Utilities/SFO
  - 23-032: Maintenance Worker II – Grounds, Public Works/Grounds
  - 23-004: Maintenance Worker II, Public Works/Stormwater & Streets
  - 22-086: Planner/Senior Planner, Growth and Economic Development
  - 23-049: Police Officer, Police/Administration
  - 23-011: Police Officer Trainee, Police/Administration
  - 23-065: Senior Stock Clerk, Finance/Purchasing

- 23-069: Utility Line Locator, Utilities/WFO
- 23-008: Utility Mechanic I-Dyal, Utiltiies/Dyal
- 23-031: Utility Mechanic I-Sellers, Utilities/Sellers
- 23-047: Utility Mechanic I-SFO, Utilities/SFO
- 23-045: Utility Mechanic I-WFO, Utilities/WFO

- New employees
  - Jacob Perry, Industrial Electrician I, Utilities/Dyal
  - Ryan Browne, Interim Redevelopment Coordinator, CRA Administration
- Recent promotions
  - Jairo Aburaad – UT Field Service Representative, Finance Department, March 20, 2023
- Key retirements

Communication and Economic Development

- New news releases:
  - Chlorine Conversion Notice for all Water Customers
  - Crime Rate Decreases for 2nd Year in a Row
  - New Building Permit Kiosk Available at City Hall
  - Council Priorities & Planning Special Meeting in Review
  - Cocoa CRA Approves RFP to improve Vehicle Parking at Lee Wenner Park
- Media Stories
  - Cocoa seeks developer to build new hotel with shops and restaurants on city-owned land
  - Cities Turn to Fleet Management Solutions to Confront Severe Weather
  - City of Cocoa Designated a Tree City USA, Enter Your Favorite Tree Image in Annual Photo Contest
  - Affordable Housing Properties
    - City of Cocoa looks to sell property to build affordable housing
    - Cocoa to list lots for affordable housing as part of state initiative
  - Stone Funeral Home
    - Black funeral home in Cocoa celebrates 100 years in business
    - Cocoa's Stone Funeral Home makes history with 100 years in business
  - 'Chief's Watch' citizen meetings designed to increase community involvement in Cocoa policing
  - Cocoa Warns of spam calls by fake Titusville tax accessor
  - City of Cocoa removing docks damaged during hurricane season
  - 2023 Historic Cocoa Village Spring Fine Art and Craft Fair
  - WATCH: Cocoa Police Unveils the Florida Department of Law Enforcement's Crime Report for 2022
  - Cocoa Police Detectives, SWAT Team Arrest Two Suspects for Drugs and Weapons Near Jackson Street
  - Brevard Humane Society Mardi Gras Paws in the Park
- Upcoming Events:

- March 20, 2023 – Council Priorities and Planning Special Meeting, Council Chambers
- April 1, 2023 – Trash Bash
- April 4, 2023 – Citizens Academy Session: Community Engagement/Leisure Services
- February 1-March 15, 2023 – UpStart Application Window is open (8 applications have been received so far)

- Social media/e-newsletter statistics
  - Facebook
    - Post reach: 31,480
    - Post engagement: 12,393
    - Followers: 14,794
  - Twitter
    - Impressions: 7,492
    - Followers: 3,033
  - LinkedIn
    - Post impressions: 947
    - Followers: 1,022
  - NextDoor
    - Impressions: 6,937
    - Members: 3,940
  - March e-newsletter (Sent 3/6/23)
    - Sent to 657 contacts
    - 45% open rate (average open rate for e-mail marketing in 2022 is 17%)
  - Next printed FYI Newsletter mails April 1, 2023.
- Upcoming special events at Leisure Services facilities:
  - **Cocoa Village Concours Car Show**
    - March 25, 2023, 10am - 5pm
    - Cocoa Village and Riverfront Park
  - **The Village Idiot Pub Spring Street Party**
    - March 31, 2023, 6-10:30pm
    - Harrison Street – Cocoa Village
  - **Trash Bash**
    - April 1, 2023, 8a-1p
    - City of Cocoa and Cocoa Riverfront Park
  - **Rockledge Youth Football and Cheerleading Easter in the Park**
    - April 8, 2023, 10a-7p
    - Cocoa Riverfront Park

Community Services - update 4/6/2023

- Major project updates
  - Cocoa Grand Apartments ~99% complete
  - Integra Apartments ~90% complete
  - Cirrus Apartments ~65% complete

- New businesses –March 22 – April 6, 2023
  - D1 – 8
    - Hitman Precision Firearms – 150 N. Wilson Ave.
  - D2 – 0
  - D3 – 0
  - D4 – 0
  - 1 Full Time / 0 Part Time employees added City-wide
- Permit/Inspection stats
  - 402 permits issued in 2023
  - 1,297 inspections in 2023
  - 90 permits under review

Finance

- Bid issued for hotel developers that closes on 4/18.
- GFOA has awarded the Certificate of Achievement for Excellence in Financial Reporting. for the FY21 ACFR to the City. There were minimal comments for improvement.
- Annual audit is being performed.
- Financial statements will be issued at the end of March/beginning of April.
- Final TRIM hearing on 9/27 City Council meeting for FY23 budget adoption.
- Florida Government Finance Professionals week 3/20-3/24.
- Payroll is working with Telestaff & the Fire Department to convert Fire Department payroll.
- Payroll reconfigured payroll for the Police Department change in scheduling.
- Final change of hurricane payroll was processed 2/28/23.
- Budget module is open for department input of FY24 budget requests.

Fire Department

- Call stats (Fire/EMS)
- Inspection stats
  - Annual Fire Inspections: 72
  - New Business Fire Inspections: 3
  - Re-Inspections Completed: 91
  - New Construction Insp: 10 (1 AES Final, 2 Fire Alarm Rough-In, 3 Life Safety/Fire Finals, 1 Fire Sprinkler Final, 1 Hood Inspection, 2 Underground Line Inspection)
  - Knox Box Installations: 4
  - Fire Investigation: 2
  - Code Investigation-Complaints: 2
  - Public Education Outreach: 1 (Guardian MFG & Pinnacle Ozone Solutions Fire Extinguisher Training)
  - Meeting-Consultation: 4
  - Const. Plan Review: 21

- Site Plan Review: 4
- Total Inspections: 213
-

Information Technology

- Project updates/highlights
  - PD Server hardware successfully upgraded
  - ITB for replacement Storage Area Network (SAN) closed and bids were opened
  - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
  - 86 open helpdesk tickets
  - 479 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 4844 tickets opened in last 365 days

Police Department Updated 2/2/23

- Activity/Event highlights
  - Mobile Crisis Co-Responder 3/27
  - Planning meeting with LCC for Cops and Kids 3/30
  - HOME Task Force meeting reference MOU for Opioid response 3/31
  - CPD Award Ceremony 4/5
  - Emma Jewel Guest Character Breakfast 4/6
- New project/training updates
  - Honor Guard training 3/24
  - Lt. Roman attended ELI class 3/30-3/31
  - Commander Marchica attending SPI Louisville Kentucky
  - K-9 Training 4/5
- Chief's walk highlights
  - District 3 East and West Malory Court

- Community engagement highlights/events
  - Britt Children's Academy 3/21
  - Planning for Cops and Kids
  - Assisted patrol with CFS
  - Character Breakfast at Emma Jewel

- Call stats-Crime Stats: Date Range: January 1, 2023-April 4, 2023 (For comparison purposes January 1, 2022- April 4, 2022, data is also included)

  - Property Crimes Offenses have increased by 5%.
  - Violent Crime Offenses decreased by 18% compared to YTD 2022.
  - Overall, crime offenses have increased by 2%.
  - Calls for Service increased 11% (17,589 in 2022 compared to 19,557 in 2023)

- Code Enforcement stats/highlights/Activity:

Active Cases	92
Complied Cases	77
Code Board Cases scheduled for	14
Snipe Signs Pulled	28

Highlights:

- Had the owner through Code Action clean and clear the vacant land on Fiske next to 517 S Fiske Blvd.
- Cleaned a Homeless Camp at E St. and the Rail Road Tracks, 200 N Cocoa Blvd. Removed homeless, abandon boats, and trash
- Swept Byrd Plaza & Byrd Plaza Mobile Home Park this generated a large number of cases.

Other Mentions:

- None

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – The City is seeking additional federal funding due to the bid price
  - Parks Projects
    - Junny Rios – Design Completed and Bidding Documents being created
    - Provost – Design Completed and Bidding Documents being created
    - Stradley – Design Completed and Bidding Documents being created
    - Bracco – Equipment installation has started
  - Day Slip Demolition in progress
  - Bank Stabilization in progress
- Work order stats (received/closed) from February 1 – February 23
  - 135 received
  - 140 closed
  - Residential Bulk Green Waste Requests: 48
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
  - FDOT
    - SR 524 PD&E Study (437983-1) – In Progress
    - SR 501 Safety Project (447085-1) – In Design

        - US-1 Drainage Outfall Rehab (437116-1) – In Construction
        - SR 528 Widening and Reconstruction (407402-3) – In Design
        - SR 520 Safety Project Cox to Aurora (445689-1) - In Design
        - SR 520 Safety Project Aurora to Causeway (442885-1) - Out to Bid
    - Brightline/FEC
        - Testing is in progress

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations - March
    - Issued Work Orders – 1,220
    - Completed Work Orders – 1,284
    - Hydrants Flushed – 203
    - Valves Exercised – 129
    - Utility Locate Requests – 2,578