City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, March 22, 2016

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 16-86 Approve the Agenda for the regular meeting of March 22, 2016, as presented or with amendments.

Attachments: 03-22-2016.pdf

MINUTES:

II.2 16-87 Approve the Minutes for the regular meeting of February 23, 2016, as written or with amendments.

Attachments: Minutes 02-23-16.pdf
EXHIBIT A: EMPLOYEE HEALTH CENTER UPDATE.pdf
EXHIBIT B: CLEARLAKE ROAD (SR 501) PD&E STUDY.pdf
EXHIBIT C: DRAFT OF THE STRATEGIC PLAN.pdf

III. AWARDS AND PRESENTATIONS:

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

Attachments: Agreement_TheBalmoralGroup2015May19.pdf
Cocoa Econ Base Analysis Final Report (City Comments) 2015 Dec 30.pdf

III.2 16-78 Tank of the Year Presentation by Tnemec Company. (City Manager)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 16-84 To Authorize the City Manager to Sign Amendment #2 to Task Order 2013-43 with CH2M Hill for Engineer of Record Services for the Claude H. Dyal Water Treatment Plant Liquid Oxygen (LOX) Conversion, Project No. WS1113; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders to the Primary Construction Contract and any Additional Service Contracts Related to the Completion of the Project Regarding the Claude H. Dyal WTP Liquid Oxygen (LOX) Conversion Project . (Utilities Director)

Attachments:
- TO-UT-CH2M Hill-2013-43.2-2-29-16-$24,963.41
- T.O. 2013-43 Amendment #2 - Proposal
- Resolution No. 2016-18.pdf
- Project Contingency History
- Res 2014-072 amending Res 2013-116 increasing contract price

VI. PUBLIC HEARINGS:

VI.1 16-99 Ordinance 04-2016/2nd & Final Reading: Changing the zoning map designation of one (1) parcel of property containing ± 1.77 acres from RU-2-15 (Multiple Family Residential) to C-G (General Commercial). (Community Services Director)

Attachments:
- 04-2016 Rezoning Ordinance - Clearlake.pdf
- Lot 1 Sketch & Legal Description.pdf
- Proposed Zoning Map.pdf

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

Attachments:
- 03-2016 Craft breweries (CORRECTED - FINAL).pdf

VII. COUNCIL BUSINESS:

VII.1 16-85 2016 Road Closures Request. (Community Services Director)

Attachments: Copy of Street Closures.xls

VIII. CITY BUSINESS:

VIII.1 16-88 Approve a Resolution adjusting the FY2016 Budget and approve the participation in a Cooperative Purchasing Agreement with The Florida Sheriffs Association & Florida Association of Counties contract #15-13-0904 for the purchase of unbudgeted capital. (Public Works Director)

Attachments: VACCON BODY.pdf
MACK -CC.pdf
2016 CAB-CHASS FSA CONTRACTpage.pdf
2015 -2016 15-13-0904 VEBA Bid Listing Report 9-9-15.pdf
2015-16 T_C_Vehicle - 7_28_15.pdf
201603081352-1.pdf
201603081550.pdf
Budget Resolution No. 2016-19.pdf
Budget Amendment Form.pdf

VIII.2 16-89 To Approve a Resolution adjusting the FY2016 Budget using Contingency to cover the increase payments to the CRA's for the adopted millage of 5.9790. (Finance Director)

Attachments: Resolution 2016-20.pdf
Budget Amendment Form.pdf

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

Attachments: Ordinance No. 05-2016 Second Addendum Solid Waste.pdf
Exhibit A - Rates.pdf
Exhibit B - CPI -Fuel.pdf
WM Second Addendum.pdf

VIII.4 16-96 To Approve a Resolution to Amend the FY2016 Budget to transfer funds from Contingency; To Authorize the City Manager to Sign Task Order #2016-11 with Water Resource Associates, Inc. under the Water Resource Consultant Services Agreement Amendment #3 for the review of City of Cocoa Utility Meter and Billing Management. (Finance Director)

Attachments:
- Mr. Conner's and Heritage Isle
- Meter Reading Systems and Processes
- TO-FN-WRA 2016-11 (3-11-16) $93000
- PROPOSAL City of Cocoa Water Bill Audit
- SOLE SOURCE - WATER RESOURCE ASSOC --- Water Resource Consultant
- WRA Certificate of Liability May 2016
- Utilites Handbook Rev October 2013
- Customer Service Policy Manual Rev October 2013
- Rates, Fees, and Charges
- Resolution 2016-21.pdf
- BAF-FN-1510 BA for Water Resource Consult (3-22-16)-FY16.pdf
- BAF-UT-4010 Water Resource Consultant Services (3-22-16)-FY16.pdf

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

Attachments:
- FIND Application Packet.pdf
- Landscape Agreement Cocoa.pdf
- FDOT Resolution.docx
- Grant Application Submittal Form.pdf

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

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

Attachments: 2015 AVT Annual Report (Paragon Plastics).pdf

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

Attachments: 2015 AVT Annual Report (Diamondback CNC LLC).pdf

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

Attachments: February 2016 Incident Summary.pdf

IX.4 16-83 Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 02/29/2016. (Finance Director)

Attachments: PO Monthly Report to City Council 10.01.15 thru 02.29.16.pdf

IX.5 16-92 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report Feb 16.pdf

IX.6 16-93 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)

Attachments: Change Order Authorizations Feb 16.pdf

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

Attachments: EXPENSE Budget Tracking Worksheet.pdf
REVENUE Budget Tracking Worksheet.pdf

IX.8 16-95 New local business tax receipts. (Community Services Director)

Attachments: 3-22-16 New local business tax receipts.pdf

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

Attachments: Copy of Cocoa February 2016 Dashboard.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	16-86	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/4/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	Approve the Agenda for the regular meeting of March 22, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-22-2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2016
Agenda Date: March 22, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the regular meeting of March 22, 2016, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of March 22, 2016, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: March 22, 2016	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

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

III. AWARDS AND PRESENTATIONS:

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

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

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

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

V. CONSENT AGENDA:

1. Authorize the City Manager to sign Amendment #2 to Task Order 2013-43 with CH2M Hill for Engineer of Record Services for the Claude H. Dyal Water Treatment Plant Liquid Oxygen (LOX) Conversion, Project No. WS1113; to Approve a Resolution authorizing the City Manager to approve and execute change orders to the Primary Construction Contract and any additional service contracts related to the completion of the project regarding the Claude H. Dyal WTP Liquid Oxygen (LOX) Conversion Project. (16-84). (Utilities Director)

VI. PUBLIC HEARINGS:

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

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

VII. COUNCIL BUSINESS:

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

VIII. CITY BUSINESS:

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

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

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

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

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

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

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

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

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

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

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

6. Approved change orders to construction contracts that the City Council has authorized the City Manager, by Resolution, to approve in excess of the City Manager's spending authority. (16-93). (Finance Director)

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

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

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

X. REPORTS:

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

XI. ADJOURNMENT.

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Legislation Details (With Text)

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Type:	Minutes			**Status:**	Minutes
File created:	3/4/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	Approve the Minutes for the regular meeting of February 23, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes 02-23-16.pdf EXHIBIT A: EMPLOYEE HEALTH CENTER UPDATE.pdf EXHIBIT B: CLEARLAKE ROAD (SR 501) PD&E STUDY.pdf EXHIBIT C: DRAFT OF THE STRATEGIC PLAN.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2016
Agenda Date: March 22, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the regular meeting of February 23, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the regular meeting of February 23, 2016, as written or with amendments.

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MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

FEBRUARY 23, 2016

A Regular meeting of the Cocoa City Council was held on Tuesday, February 23, 2016, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

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

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

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor (attended via phone)
	Michael C. Blake	Councilman
	Tyler Furbish	Councilman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matthew Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Ben Haynor, Acting Utilities Director; Steve Belden, Community Services Director; Ed Wegerif, Public Works Director; Teri Butler, Finance Director; Michael Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Gail Bantugen, Leisure Services Manager; Randolph Bevard, Desktop Support Specialist; Branda Marchica, Detective; Doug Levine, Police Sergeant; Ed Mohesky, Fire Lieutenant; Rodney Isaac, Utilities Engineering; and Laura Rankin, Stormwater Engineering.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of February 23, 2016 (16-46)
2. Minutes: Regular Meeting of January 26, 2016 (16-47)

* **MOTION by Councilman Furbish; Seconded by Councilman Blake, to approve the Agenda for the Regular meeting of February 23, 2016 as presented.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilman Furbish; Seconded by Councilman Furbish, to approve the Minutes for the Regular meeting of January 26, 2016 as written.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Alan Chapman, 600 Florida Avenue, and representing HCVA, provided an update on the 30th Annual Spring Arts & Crafts fair which will be held on March 5th & 6th. He spoke of the cash and awards that would be provided. There would be an art exhibit in the Cocoa Civic Center Ballroom prior to the event. He further noted that the new office was working out well.

V. CONSENT AGENDA:

1. Approve the First Amendments to Purchase Agreements with Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc., and Maxwell Contracting, Inc. under RFQ 13-01-COC, Utilities General Construction Contractors effective February 12, 2016 through February 11, 2018. (16-62). (Utilities Director)

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 02-2016/ 2nd and Final Reading: Amending Chapter 2, Article XI, Special Events and Parades of the Code of Ordinances of the City of Cocoa. (16-59). (Community Services Director)

Mr. Belden presented the item noting that this was the second reading on the ordinance regarding special events. The ordinance had been tweaked at the request of Council and he explained the changes in detail.

He pointed out that there were about an average of 18 events that require road closures. Looking at the historical perspective and closures in the past he came up with 24 days as a maximum number of closures in the CBD area only. Outside of the CBD would not count towards that cap in approvals. Furthermore, he looked at the length of time of the closures. The most were 6-8 hours and some only ½ hour with minimal impact. Staff's idea was that closures under four hours would constitute a ½ day closure and 4 or more hours would constitute a full day event.

Mr. Belden pointed out that was the most significant change. Everything else was left as is.

Attorney Garganese read the Ordinance into the record by title only, as follows, advising that this was the second and final reading on the ordinance.

ORDINANCE NO. 02-2016

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

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

Councilman Furbish asked Mr. Belden if they considered doing this by hours instead of days. In response, Mr. Belden felt that it would be a little too difficult to calculate in that manner. He believed breaking it down into ½ day and full day ensures more accuracy.

Councilman Furbish further commented that the authority was once again taken away from City Council and instead gives the City Manager the authority to approve certain closings outside of the CBD. He believed all approvals should be kept with Council.

Mr. Belden advised that he compared other municipalities' rules for street closures and all others were administratively approved. He felt that in minor circumstances this could be done.

Councilman Furbish understood but wanted to be aware and notified of the closures.

* **MOTION by Councilman Furbish to approve Ordinance No. 02-2016 with the removal of the part where the City Manager could approve closures outside of the CBD.**

Mayor Parrish agreed with Councilman Furbish.

Councilman Blake seconded the motion.

Mayor Parrish reminded everyone that a few years ago many of the merchants on Brevard Avenue were upset about all of the closings on that street.

Councilwoman Warner asked what would happen if a street closure needed to be approved between meetings. In response, Mr. Belden advised that applications were supposed to be submitted 60 days in advance. Councilwoman Warner noted that they do not always get them in and asked if a special meeting would be held.

City Attorney Garganese pointed out that if something needed to be approved than a public meeting would need to be held.

City Manager Titkanich spoke of two instances since he has been City Manager in which he had to do an emergency approval. He essentially approved them but they were for very short time frames and were very short notice.

THE VOTE ON THE MOTION WAS:

AYES: Parrish, Boisvert, Blake, Furbish
NOS: Warner

THE MOTION PASSED (4-1)

VII. COUNCIL BUSINESS:

1. Approve the appointment of Barbara S. Kinsey as a Regular member of the Utilities Advisory Board through November, 2017. (16-43). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Councilman Furbish, to approve the appointment of Barbara S. Kinsey as a Regular member of the Utilities Advisory Board through November, 2017.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the requested street closures in association with the proposed Special Event for the St. Marks 5K Race. (16-50). (Community Services Director)

Mr. Belden presented the item noting that the request was in association with the St. Mark's race "Lions on the Run." He provided times and specifics on the requested closures and advised that it would be from 7 am to 10 am, so this would count as a ½ day closure according to the newly passed Ordinance 02-2016.

* **MOTION by Councilman Blake; Seconded by Councilman Furbish, to approve the requested street closures in association with the proposed Special Event for the St. Marks 5K Race.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the requested street closures in association with the proposed Special Event for the HCVA Spring Fine Arts and Craft Fair, March 5-6, 2016. (16-56). (Community Services Director)

Mr. Belden advised that this request was for road closures during the HCVA's Spring Fine Arts and Crafts fair beginning at 6 am on March 5th and ending 6 pm on March 6th. This would count as a 2 day closure according to the newly adopted Ordinance 02-2016.

* **MOTION by Councilman Warner; Seconded by Councilman Furbish, to approve the requested street closures in association with the proposed Special Event for the HCVA Spring Fine Arts and Craft Fair, March 5-6, 2016.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consideration of a Code Enforcement Lien Reduction for the property located at 202 N. Fiske Blvd., CE 15-092, owners Marlene & Lorenzo Toney. (16-61). (Community Services Director)

Mr. Belden advised that at a Code Enforcement Board hearing held on February 19,2 015, the board found the owners Marlene & Lorenzo Toney in violation of the following: Section 6-900(b)(1)a-d, Accumulation of Junk and Debris; Section 6-900(b)(4), Maintenance of a Structure (fascia); Section 6-1003(g), Roofs and Drainage; Section 6-1001(c), Driveways/ Parking areas; Section 6-1003(m)(1&2), Windows; Section 6-1003(o), Doors; and Section 6-1304(a-c), Electrical.

The board provided the owner sufficient time to correct the violations. Consistent with the Code Enforcement Board's order, a lien was recorded against the property effective March 21, 2015. The lien ran at $100 per day from March 21, 2015 until compliance was achieved on January 22, 2016. The total of the lien is $30,700.

Mr. Belden pointed out that this was a unique circumstance, noting that the property owner has another property in Rockledge which is in the refinancing process. The owner approached staff in order to see if a solution could be made, as there are many issues with the property. After discussion was held, staff was recommended to do a partial release because in order to complete the

refinancing process, the lien attached to the property must be released. Once that process was over, the Toney's will focus their attention to the completion of the Cocoa property.

The Code Board unanimously approved staff's recommendation to do a partial release of the property located at 1856 Timbers West Blvd., Rockledge, Florida, Tax ID 2505496, from the Code Enforcement lien placed on the property at 202 N. Fiske Blvd.

* **MOTION by Councilwoman Warner; Seconded by Councilman Furbish, to approve a partial release of the property located at 1856 Timbers West Blvd., Rockledge, Florida, Tax I.D. 2505496, from the Code Enforcement lien placed on property at 202 N. Fiske Blvd.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Review of FY 2015 estimate of Health Center impact on the City's medical plan. (16-18). (Administrative Services Director)

Ms. Gemmati noted that Shawn Fleming, representing the Gehring Group, was in attendance to present an update on the City's medical plan.

Mr. Fleming announced that he had a brief presentation[1] regarding the health center usage during the last year.

Since the health center had opened, there has been a total of 2,699 appointments. Appointment utilization increased 23% in the second half of 2015 in comparison to the first 9 months of its operation.

Mr. Fleming pointed out that physical office visits through the Cigna plan have decreased 19% since the opening of the clinic and urgent care visits have shown a 30% decrease.

Prescription utilization was noting that generic prescriptions through the Cigna plan have decreased 11% since the health center's opening.

[1] EXHIBIT A: Employee Health Center Update

Additional statistics were provided such as decreases in emergency room visits, diagnostic testing, outpatient surgical treatments, circulatory/heart claims, injuries, and catastrophic claims.

Mr. Fleming noted that the overall plan increased 2.6% which was well below the state and national averages.

ROI projections were discussed and Mr. Fleming provided information on how these costs were derived.

Councilman Furbish asked if an employee had to pay a copay when going to CareATC. In response, Mr. Fleming stated no. However, if they were given a script for something that the clinic did not have on hand, then they would use their insurance for that.

All Council felt it was a great thing.

Ed Mohesky, President of Cocoa Firefighter's Association, felt that the clinic was very helpful. He had heard nothing but positive things being said about it. The only negative thing he had heard was that people wished they had more hours.

Mayor Parrish asked if other firefighters used the clinic. In response, Mr. Mohesky answered in the affirmative and mentioned that some of their wives do too.

Douglas Levine, a police officer at Cocoa Police Department, agreed with Mr. Mohesky. He advised that this benefit had been a great benefit for his family. He appreciated Dr. Whyte and her approachable personality, and noted that he has been able to get maintenance medications through the clinic that he could not afford before. He believed the PHA was a great thing, pointing out that it has helped both him and his wife. Lastly, he thought it was a great recruitment tool.

Councilwoman Warner asked if he had any idea how much he was saving without having to pay a copay for his medications. Mr. Levine noted that it was probably well over $100 per month.

He asked that the clinic not be done away with. Council assured him this was just an update.

Branda Marchica, with the Cocoa Police Department, concurred with Mr. Levine and noted that the clinic was discussed a lot during a recent recruitment board. All of the candidates had a ton of questions about the clinic. She believed that she had a better connection with Dr. Whyte then with her own physician and Dr. Whyte was great with children. Additionally, her family was saving 100% in prescription costs. She pointed out the phone app and liked the fact that the app was individualized with her information.

Councilwoman Warner asked Ms. Marchica if she felt she had more control over her healthcare. In response to her question, she answered yes and noted that she had also heard only positives. She agreed that the only negative comments she had heard were that they wished they had longer hours.

Councilman Furbish advised that he heard Dr. Whyte also worked at the VA and that she split her time between the two.

Lastly, the City Manager provided comments on the health center and responded to a letter that they had all received regarding the efficacy of the health center. He spoke in detail about the process and what it took in order to open the center.

City Manager Titkanich spoke about the many visits to other cities with health centers and the development of the RFP.

He understood that local pharmacists believe that business had been taken away from them; however, Dr. Whyte has personally referred them to the pharmacist if she did not have the medication for them. This center lowers health plan costs and overall lowers costs to the taxpayers.

In addition to the core costs there are soft detail costs. The PHA is not done through many primary care physicians.

The City became fully self-insured at the beginning of the fiscal year, and now the County and the School Board have gone through RFP's and have renewed with Cigna.

As the City Manager, he takes the responsibility very seriously about bringing this information to Council and working with the Administrative Services Director, the Insurance Task Board, and others in order to receive and provide the best information possible.

In closing, City Manager Titkanich advised that he would be glad to discuss the letter with anyone if they wanted. The center was doing better than anticipated and you have to take into account the savings. Employee satisfaction was high, the utilization was increasing, and his recommendation was to stay on the same course for the next three years and evaluate it yearly. Staff would be diligent in providing the information back to them.

In addition, Mr. Fleming mentioned for the record that the Gehring Group is completely independent and they have not been bought out or merged. They remain independent with no outside bias.

All Council felt that the Gehring Group did an outstanding job.

It was noted that no action needed to be taken on this item. It was for informational purposes only.

2. Approval to make the necessary changes to the Resolutions created in previous agendas for the Fire Department Projects to correct the Station Number, Project Number, and Contingency Amount for change orders. (16-44). (Public Works Director)

Mr. Wegerif noted this request was in order to provide consistency in the tracking of the new fire station projects. He pointed out that final numbers would be assigned when completion was closer.

Councilman Furbish clarified that the names for identification being used in the item were for paperwork purposes only. City Manager Titkanich and Mr. Wegerif advised that he was correct and that these were not the final names of the stations.

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Authorize the City Manager to finalize the modified Equal Employment Opportunity Plan and authorize the City Manager or designee to execute the

EEO Certification letters to the Office of Civil Rights for submittal along with the Equal Employment Opportunity Plan. (16-48). (Administrative Services Director)

Ms. Gemmati presented the item and mentioned that this was required for a number of grants that the police department submits and needed to be updated for the City.

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA), Local 678 Union, for the contract term October 1, 2015 to September 30, 2018. (16-63). (Administrative Services Director)

Ms. Gemmati noted that the City had been negotiating a new contract with LIUNA, and an agreement was reached and they passed the contract. She advised that it would retroactively pay LIUNA employees back to October 1, 2015, including benefits.

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $76,895, of which $15,379 is the match requirement in the application in order to provide victim advocate services to crime victims. (16-64). (Chief of Police)

Chief Cantaloupe introduced the item.

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

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve a Resolution supporting the recommended build alternative for the proposed improvements of Clearlake Road (SR 501). (16-65) (Public Works Director)

Mr. Wegerif noted this was to request for a Resolution supporting the recommended build alternative for the proposed improvements of Clearlake Road (SR 501).

He added that FDOT liked to know that the city was aware.

Councilman Furbish mentioned that the public meeting was being held tomorrow night, and they were requesting Council to approve a recommendation before they had heard what the public had to say about the project.

In response to his concerns, Mr. Wegerif advised that there had been a prior meeting and the next meeting would be in a few days.

Mr. Rudy Gotmare advised that the previous public meeting had about twenty residents in attendance. FDOT was recommending the build alternative which would be presented at the upcoming public meeting.

He provided a brief overview[2] of the project. He discussed the recommended alternative for Segment 1 which would be from Michigan Avenue to Otterbein Avenue. A 4 Lane urban divided roadway was recommended with an alignment to the west. An additional right-of-way was required on the west side of Clearlake Road. He discussed the potential rights-of-way impact with this and the associated costs.

Mr. Gotmare provided the recommended alternative for Segment 2 which would be from Otterbein Avenue to Industry Road. They recommended a typical 4-Lane urban divided roadway section. He discussed the cost analysis for segment 2 in detail.

Furthermore, Mr. Gotmare spoke about the build alternative for the realignment of the curve near Walmart and potential pond site locations.

[2] EXHIBIT B: Clearlake Road (SR 501) Project Development & Environment (PD&E) Study

Councilman Furbish clarified that if FDOT owned the right-of-way then they could do what they wanted to with it. In response to his concern, Mr. Gotmare explained the pond locations in furtherance and that all of this was based on the engineering analysis and was subject to change.

Mr. Gotmare mentioned that the projected cost estimate for the project was $24,712,675.

Councilman Blake asked if there would be noise barriers, and in response Mr. Gotmare pointed out that there would be 16-foot concrete based walls.

Both access management and environmental impacts of the project were discussed, along with contamination sites. He assured Council members that there would be no threat to any endangered species and no problems in the air quality or historical impacts.

Mr. Gotmare spoke about the funding for the project and reiterated that there would be a public hearing on February 25, 2016 and all reports would be available for 21 days prior to the public hearing. All of this information can be obtained from the website: www.clearlakeroadstudy.com. He provided further contact information and thanked Council for allowing them to come back with the update.

Mayor Parrish felt that the corridor was dysfunctional and not safe and felt that with all of the industry and companies moving into the area it was a good project. Council was elected to make decisions for the safety and betterment of the city.

Councilwoman Warner mentioned that she had been following and reading the comments in conjunction with the project; however, she never wants to see a road widening project take out properties. This is an exception though because it is almost impossible for some to get out of their driveways. She believed it would be a relief for the property owners. She spoke about a dangerous incident she had recently witnessed in that area and noted she was anxious to get it fixed.

Councilman Furbish felt that it was a good design but could not speak for those on the west side of the road because they were County. It was his personal opinion but felt strongly that he did not have a right to speak for those property owners. They have a county commissioner who could support them.

Councilman Blake enjoyed the presentation and advised that safety was the number one priority. The project was half in district 3 and half was in district 4. He appreciated everyone being proactive but wished construction could begin a little earlier.

Mayor Parrish concurred with Councilman Furbish about the county properties, but agreed he was for the project.

* **MOTION by Councilman Furbish; Seconded by Councilman Blake, to approve the Resolution supporting the recommended build alternative for the proposed improvements of Clearlake Road (SR 501).**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period 10/01/2015 to 01/31/2016. (16-39). (Finance Director)

2. Review of the Employee Health Center usage report provided by CareATC. (16-49). (Administrative Services Director)

3. Relation between the estimated and actual income and expenses to date. (16-52). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-53). (Finance Director)

5. FY 2016 Budget Adjustment Report. (16-54). (Finance Director)

6. New Local Business Tax Receipts. (16-55). (Community Services Director)

X. REPORTS:

Mr. Wegerif introduced Laura Rankin to Council pointing out that she is the new Associate Engineer in Stormwater. She relocated from the west coast.

Ms. Rankin provided a brief background about herself and explained her thesis at the request of Mr. Wegerif. Council welcomed her aboard.

Mr. Wegerif advised that the construction at Riverfront Park had begun and along with the new sod, they are installing a geo-grid underneath it. He explained the process and noted they were starting in the bowl of the park and moving outward. It would be done in a short time period; however, it is a disruption to the park activity.

Mayor Parrish advised that he would be meeting with Commissioner Barfield about the lighting issue on Lake Drive. He had been getting a lot of calls regarding this issue.

Councilman Furbish asked Mr. Wegerif about pink flags on stakes in the ground on Riverpoint Road. Mr. Wegerif was not aware of what was going on but would look into it.

Councilwoman Warner advised that the employee installing new signs was very quick and efficient.

Mayor Parrish questioned the DOT signs and when they would be completed. In response, Mr. Wegerif advised that the Community Aesthetics agreement had been submitted and now they were waiting on FDOT.

Chief Cantaloupe reminded everyone of the upcoming festival in Provost Park this weekend. Saturday was more sports oriented and Sunday would be a picnic.

Mr. Belden provided an update on Clearlake Isles and announced that there were possibly two businesses coming in south of Michigan. He did not have specifics at this time.

Mr. Belden further noted that the permit for Lee Wenner Park would be brought to the next Cocoa RDA meeting. He advised that they had received three quotes that were all in range. The lowest bidder was $14,500 and the consultant felt that all of the quotes were reasonable.

Councilman Furbish asked if it was true that Smoked Out would be going in across the street at the old filling station. Mr. Belden responded in the affirmative and that it would be basically take out with a few outdoor tables. Mr. Belden advised that the biggest challenge was finding a place with a large enough space for their smokers. Councilwoman Warner noted they had a signed lease.

Councilman Furbish also questioned if a vegan restaurant was going in where Muddy's was at and the opening of a German beer garden next to pub Americana. Mr. Belden stated that the owner was proposing to put in a German style restaurant and retail in the space next to Pub Americana. It would have outdoor seating with a garden type of area.

Councilman Blake asked for an update on the grease traps behind Green Apples.

Mr. Belden advised that a Code officer checked out the problem and there was a grease container on site, hidden along the tree line, so there is one for use. The issue has been resolved.

Councilman Blake further questioned the signage at the south end of Brevard Avenue, by the traffic circle.

In response, Mr. Wegerif pointed out that a sign was put up within the last couple of weeks.

Councilman Furbish asked for an update on the pig issue. Mr. Belden noted that Code had been patrolling the streets in question and there had been no sign of pig activity. He has not been successful in making contact with the lady who spoke at Council. He reiterated that there had been no evidence found yet.

Mr. Haynor, Acting Utilities Director mentioned that the elevated tank was on schedule for completion for the end of March.

He introduced Mr. Rodney Isaac, a new Associate Engineer in Utilities.

Mr. Isaac introduced himself, noting he was a graduate from Gulf Coast Atlantic College. He mentioned that he had worked as an intern at FDOT. He also felt that CareATC was a great thing.

Councilman Blake commended the City Manager and staff on their diversity of staff.

Ms. Gemmati thanked her staff for their hard work in the implementation of all of the changes in the system due to the approval of the LIUNA contract.

Ms. Shealy announced that she had emailed all of Council about the mandatory Ethics Training. In response, Councilman Furbish stated that they liked it being held in person, and would prefer to do that.

Ms. Shealy stated that she would follow up with the Space Coast League of Cities.

Assistant City Manager Fuhrer asked that each member of Council submit their request for the naming of parks and facilities.

Councilman Blake requested that the fields at Provost Park be included in the list for naming.

Lastly, the Assistant City Manager provided all with a draft of the Strategic Plan[3]. The core of the document includes goals, objectives, and action items. He asked that Council review the document and provide their feedback to him. The feedback would be taken into account and brought back to a public meeting for action by Council to adopt the document.

Mayor Parrish asked if the sunken boat issue was still being addressed. The Assistant City Manager responded in the affirmative.

City Manager Titkanich advised that Public Works was installing the sign on Harrison and Brevard. Councilman Furbish mentioned that it had been installed but was on the wrong side. Mr. Wegerif assured him they would get it fixed.

City Manager Titkanich noted that he had reached out to Ms. Koss about the donation policy. They were eligible, as they are a non-profit organization.
He provided an update on the situation with Mr. Conners' water issue and advised that staff had put together information in terms of his account. There was no resolution to the unexplained loss of 90,000 gallons of water. At the city's cost, the water meter was calibrated. Four calibrations were performed and all

[3] EXHIBIT C: Draft of the Strategic Plan

suggested that the meter was fine. He further clarified that it was 90,000 gallons in 13 days, not 2 days.

The calibration was done on site with staff and Mr. Conners. Mr. Haynor stated that Utilities had the ability to do a bench test, but they wanted the customer there to witness the testing.

City Manager Titkanich reminded them all that it had raised several comments in Florida Today. All of the issues were researched that could be done and there were some similar incidents. There were others notated on Heritage Isles' webpage. In the end, four customers had expressed concerns and there was a detailed list of when all of the meters were installed. In most cases, staff had asked questions and helped customers solve the problem.
He pointed out that the department was perfecting their processes so that all reps are aware of what to say to customers. Additionally, the Customer Service Manager and Deputy Finance Director were putting together an overview of the system and processes. It will be reviewed by the City Manager and then provided to Council.

City Manager Titkanich also mentioned that he had been in contact with two other firms who were familiar with meter reading. They could come in and audit the review process and operations so that Council and customers have a level of comfort so that when their bill was provided everything possible had been done in order to ensure correctness.

Lastly, he reported that the phone system issues at City Hall had been rectified and they would be moving on to fixing the other departments. He apologized for the problems that were experienced during the transition.

Councilman Furbish believed that the old phone system was fine and that they did not need to fix something that had not been broken.

The Assistant City Manager agreed that the implementation process had not been ideal but assured Council it was a substantial cost savings to the City. He mentioned that the City of Rockledge had requested information pertaining to the cost. He advised that they could provide Council with the figures if they wished.
Councilman Blake spoke of the opportunity to speak at Parker Memorial regarding the value of education. The kids were eager to hear what he had to say.

He mentioned the Black History Month celebration at Cocoa High and thanked Ms. Rosemary McGill for the great speech. He noted that Mr. Fuhrer and other members of Council were there also.

Councilman Blake enjoyed Mardi Gras and thanked Patsy Porter and Deane Mills for their participation in the parade, and the City Clerk's office for decorating the fire truck and Mr. Ryan Barton for driving the fire truck.

He felt that Mayor's Town Hall meeting at Fire Station 1 was great and mentioned the water donation to Flint, Michigan, noting that the gesture was well received.

Lastly, Councilman Blake reminded all to buy local, spend local, and keep it local. Councilman Furbish reported that he had spoken to Lt. Beach at Cocoa High School and the JROTC Honor Guard will be leading the Memorial Day parade this year.

He further noted that he had been working with the City Manager and Assistant City Manager on Purdue Way and other areas where the gray water is off. People rely on their gray water.

Councilman Furbish questioned the signage at Brevard Avenue and Harrison Street, pointing out that maybe the "No Pedestrian Crossing" and "No Left Turn" sign could be switched.

Deputy Mayor Boisvert thanked all for coming and that Attorney Paul Gougelman was interested in hosting another ethics class this year. He spoke with the attorney at the TPO meeting. He left the meeting at this time via telephone.[4]

Councilwoman Warner congratulated Mr. Fuhrer on his recent marriage and welcomed him back. She pointed out that the BBQ and Blues Festival was June 3rd and 4th and hoped that this year it would be bigger and better than ever.

Mayor Parrish thought that Mardi Gras event was great. Though it was a little different this year and it was more calm.

Mayor Parrish addressed the employment issue in the Utilities Department, advising this had been on his mind for a long time. He mentioned that they keep losing employees and this was not good due to a lot of capital projects on the

[4] Deputy Mayor Boivert left the meeting via telephone at 8:15 p.m.

horizon. He remembered that back in 1998/1999, the Police Department lost a lot of employees due to being underpaid.

He reiterated that this had been on his mind for a long time and it was no reflection on the City Manager. He knows what the City Manager's job entailed and with two budgets (General and Utilities) it takes a lot of time.

Mayor Parrish noted that it appeared that they were not paying the Utility workers market wages. He would like staff to come back with the rate study so that they could see what they were paying all of the classifications. If a special meeting was needed, then plan one. The City was losing people in droves and it needed to be addressed.

He believed that with the system being so big, the City Manager should might not be calling all of the shots. He felt that maybe someone else looking over it to make sure things were not forgotten would be good. The necessary time needed was not being put into it. It scared him to think it was not being maintained. He demanded that the City Manager run the City for its employees and that the utilities be maintained. He wanted higher wages.

Councilman Furbish concurred with Mayor Parrish and could not understand how they were down 28 employees in that department. The City was not paying enough to attract them. The water system was the city's backbone and if it was not taken care of then we are being negligent. He felt they needed to pay the right people the right salaries to get the job done. He pointed out that there have been a few key personnel who have left the water system.

Councilman Furbish felt they should hire a consultant to look at the whole system to see where changes could be made and preferably someone not familiar with the system. He knows it would cost them to do so, but they should do it.

Councilman Blake believed in being proactive and competitive. They needed to clearly identify if there was a situation and develop a solution. Knowledge is power and he reminded all that the City was the 11th highest water distributor. He believed in the system and its leadership, if all were given fair and equitable pay.

Councilwoman Warner mentioned that a salary survey had been done and that she would like to look at it to see how it faired in utilities. If salaries were right at the line, they should look at other cities. She was not objecting to hiring a

consultant but there would need to be direction for them to take. She believed that they should depend on staff, the City Manager, and the Utilities Director to have their say as to what he problem was.

City Manager Titkanich noted that he did not disagree with them and advised that there had been discussions on this issue. They are currently in the interview process with some of the vacant positions and some of the losses to date are due to retirements, personal (not job related), and relocations. There are pay issues with operators and engineers, and a system had been established within their pay range that was based on a market study that based pay on years of experience. Salary would move up with years of experience.

He mentioned that Mr. Walsh had ordered a copy of the American Water Works Association Salary Survey so that they can compare utilities pay with other positions within the city.

Recruitment had been discussed and it was being addressed. In addition, the approval of the LIUNA contract provided raises to employees and established new minimum and maximums.

Discussion has been held with Administrative Services, the City Manager, and Utilities Director about where things need to be done. Other employees could have an issue as to why one is getting a raise and they were not.

Mayor Parrish wanted to know why they were losing employees to Melbourne and Titusville. Both Mayor Parrish and Councilman Furbish felt like there was something else wrong.

Ms. Gemmati advised that Brian Cail has been working on recruitment. In addition he has offered to help with prescreening and other necessary tasks.

Councilman Furbish felt that a workshop needed to be held in order to discuss how this situation was going to be fixed because it was not good.

City Manager Titkanich assured the Mayor and Council that he would get with Mr. Walsh and HR in order to determine the issues. It would be 30-45 days max.

Both Mayor Parrish and Councilman Furbish agreed that this was nothing new, but action needed to be taken.

Mayor Parrish wanted to get people back.

Councilman Furbish pointed out that he has been told that at the City, an Engineer 1 was an Engineer 1 not matter where they worked.

He believed that an engineer in Public Works should be looked at differently than one in Utilities. The City Manager agreed and noted that other positions were compared in the same way. He mentioned that it would be looked into and what management's rights were.

Mayor Parrish believes that the City Manager's job description was too busy and did not feel it was fair to everyone, and he was trying to help him. This was a huge regional system and this needed to be done.

XI. ADJOURNMENT.

*** MOTION by Councilwoman Warner; Seconded by Councilman Furbish, to adjourn the Regular meeting of February 22, 2016.**

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 8:34 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

City of Cocoa

Employee Health Center Update

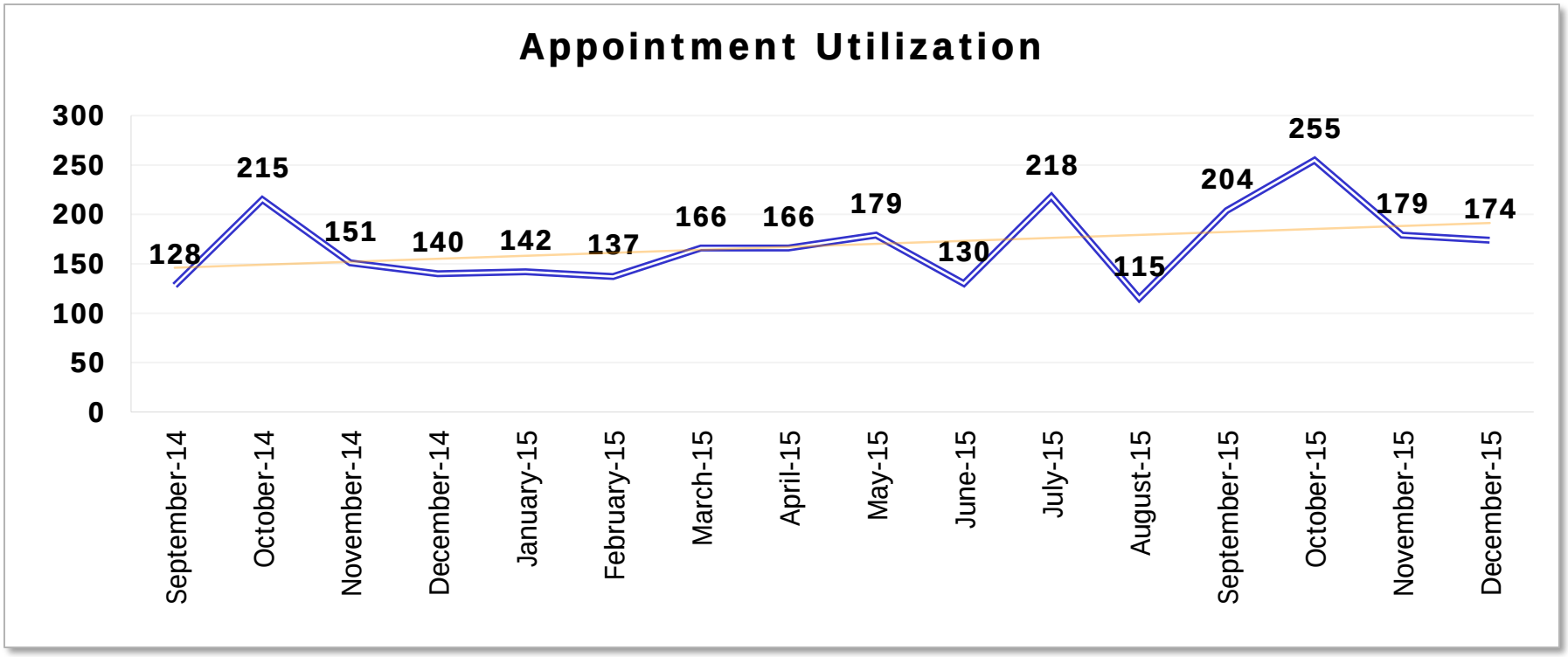
February 23rd, 2016

EXHIBIT A: EMPLOYEE HEALTH CENTER UPDATE

Items for Discussion

- Office Visits and Medications
  - Clinic Utilization
  - Cigna Utilization
- CIGNA Health Plan Utilization and Cost Trends
- Satisfaction Survey
- Clinic Return on Investment
- Next Steps

Employee Health Center

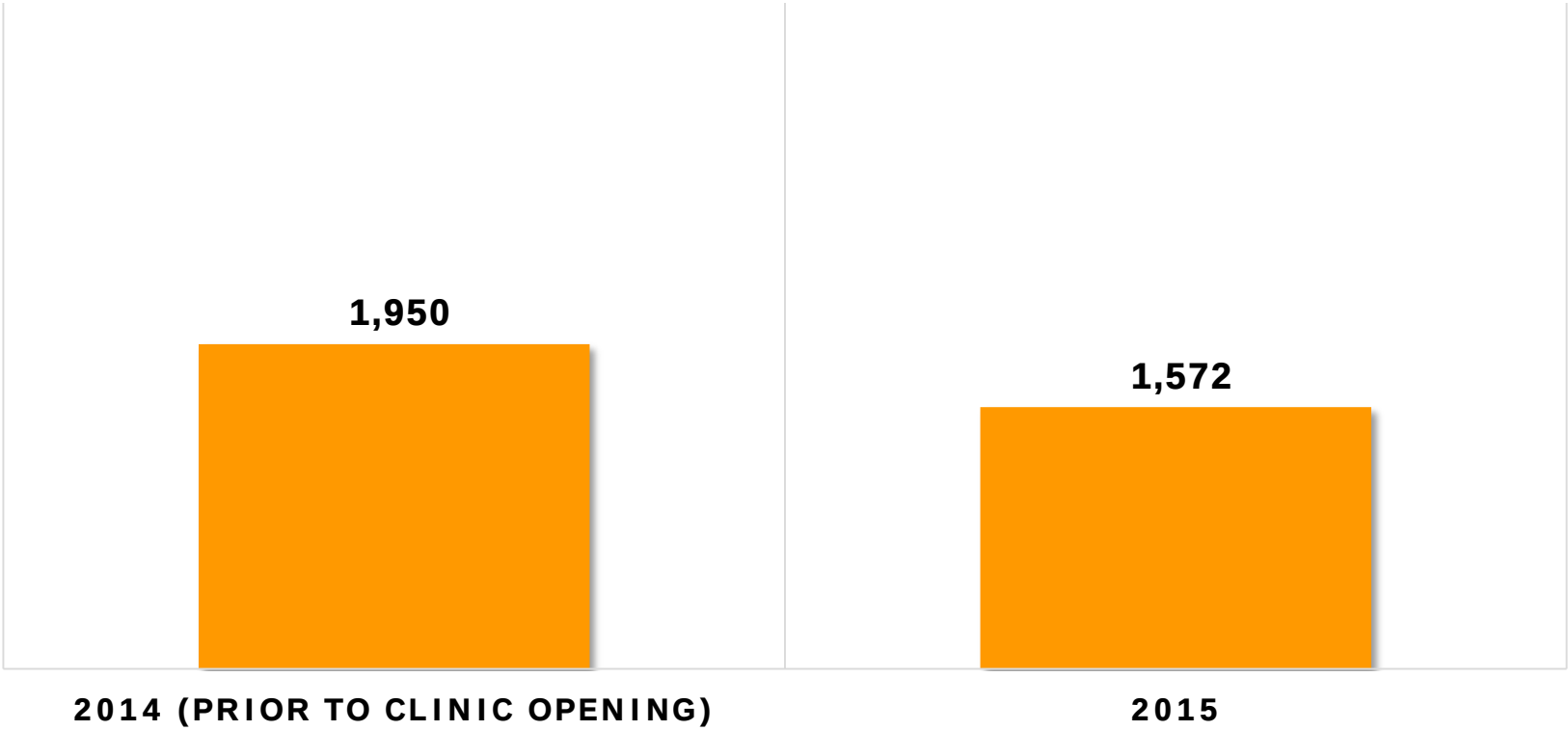


Total Medical Appointments Since Opening: **2,699**

Average from September 2014 – June 2015: **155 per month**
Average from July 2015 – December 2015: **191 per month**

Appointment Utilization **increased 23%** in the second half of 2015, compared to the first 9 months of operation, as employees become more familiar with operations in the Health Center.

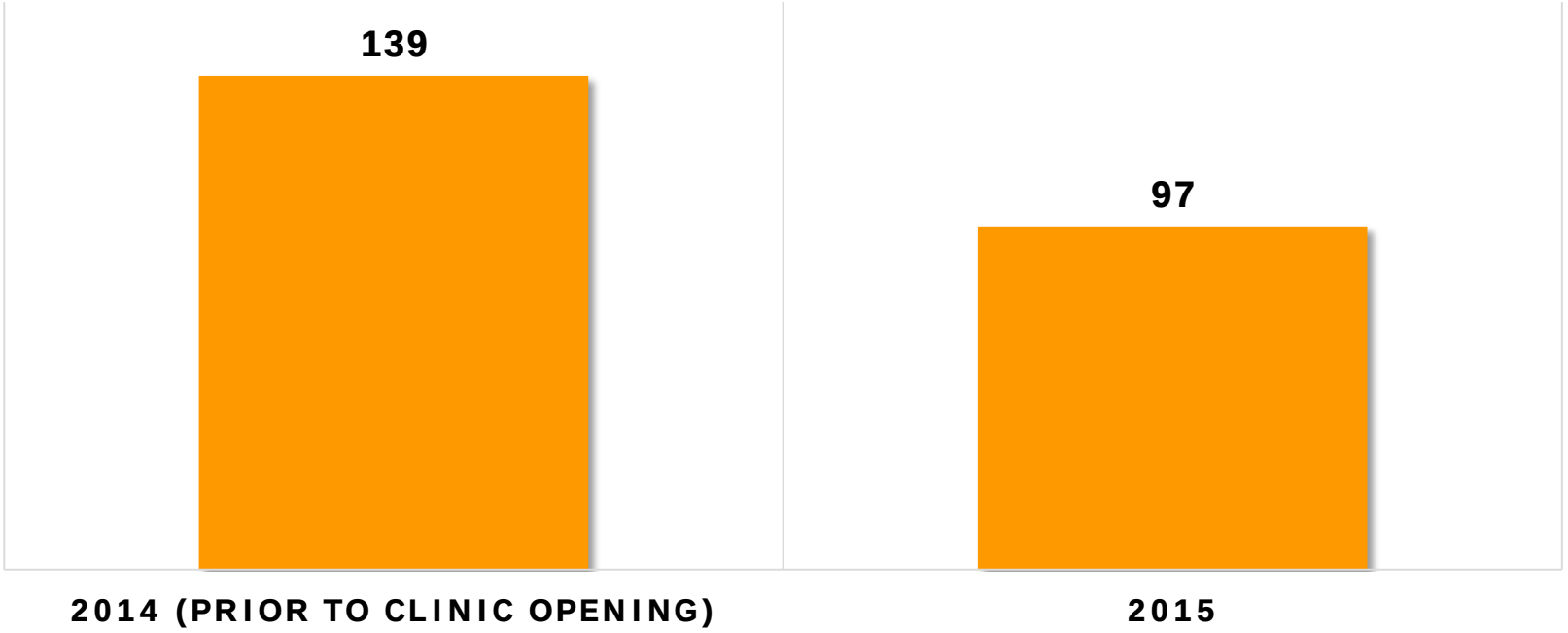
Physician Office Visits (Cigna)



Physician office visits through the Cigna plan have **decreased 19%** since the opening of the Employee Health Center.

Cigna Public Sector Average: 2,818

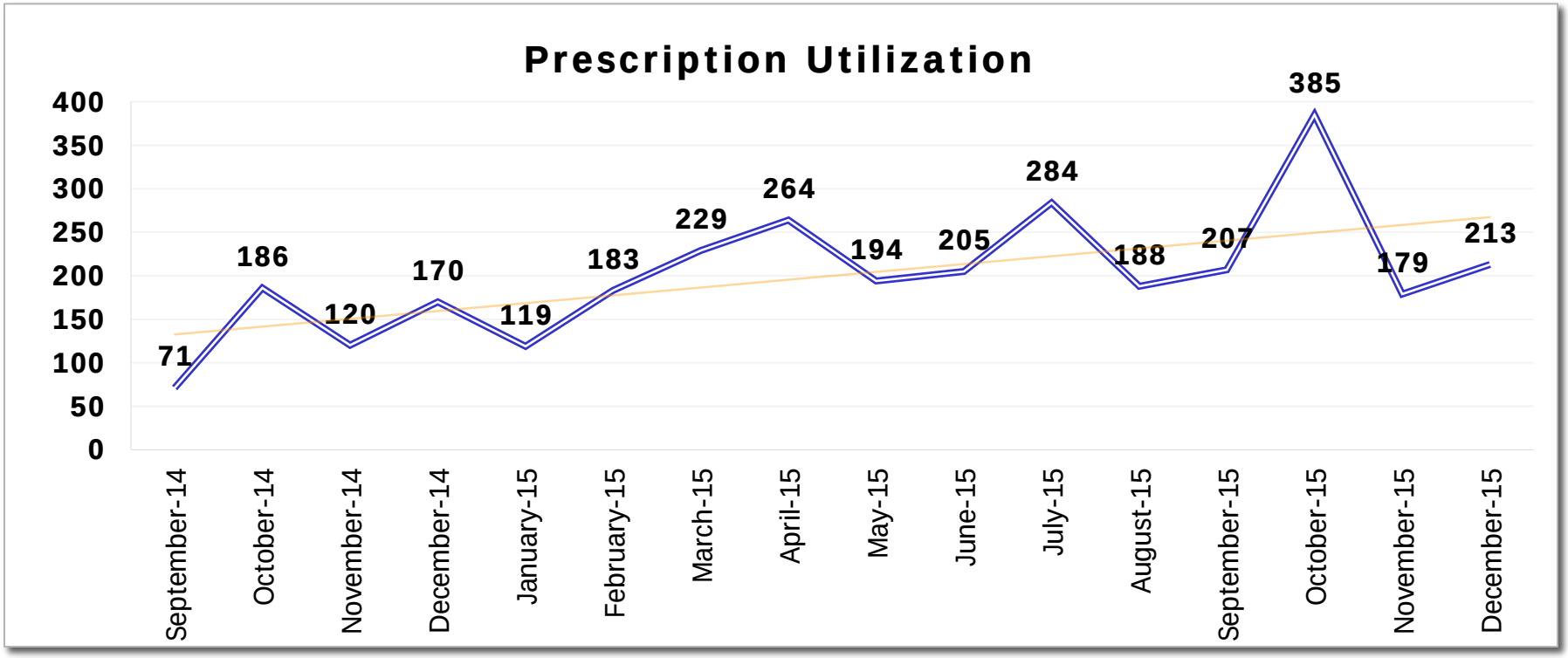
Urgent Care Visits (Cigna)



Physician office visits through the Cigna plan have **decreased 30%** since the opening of the Employee Health Center. Each Urgent Care visit avoided reduces medical plan claims by $256 per visit - a cost avoidance of **$10,752.**

Cigna Public Sector Average: 154

Employee Health Center

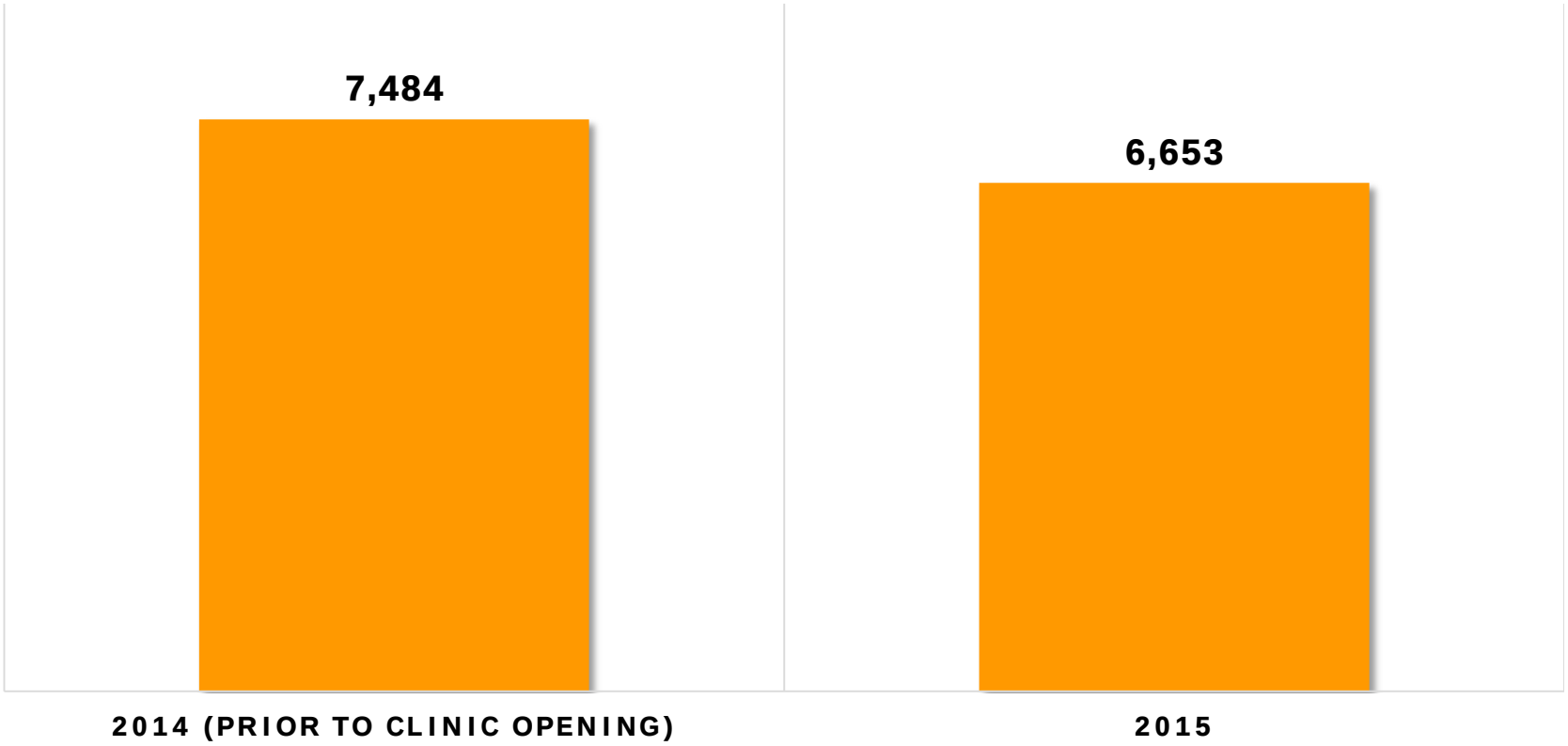


Total Prescriptions Dispensed Since Opening: **3,197**

Average from September 2014 – June 2015: **174**
Average from July 2015 – December 2015: **191**

Prescription Utilization **increased 11%** in the second half of 2015, compared to the first 9 months of operation as employees become more familiar with operations in the Health Center.

Generic Prescriptions (Cigna)



Generic prescriptions through the Cigna plan have **decreased 11%** since the opening of the Employee Health Center.

Cigna Public Sector Average: 5,846

Additional Statistics

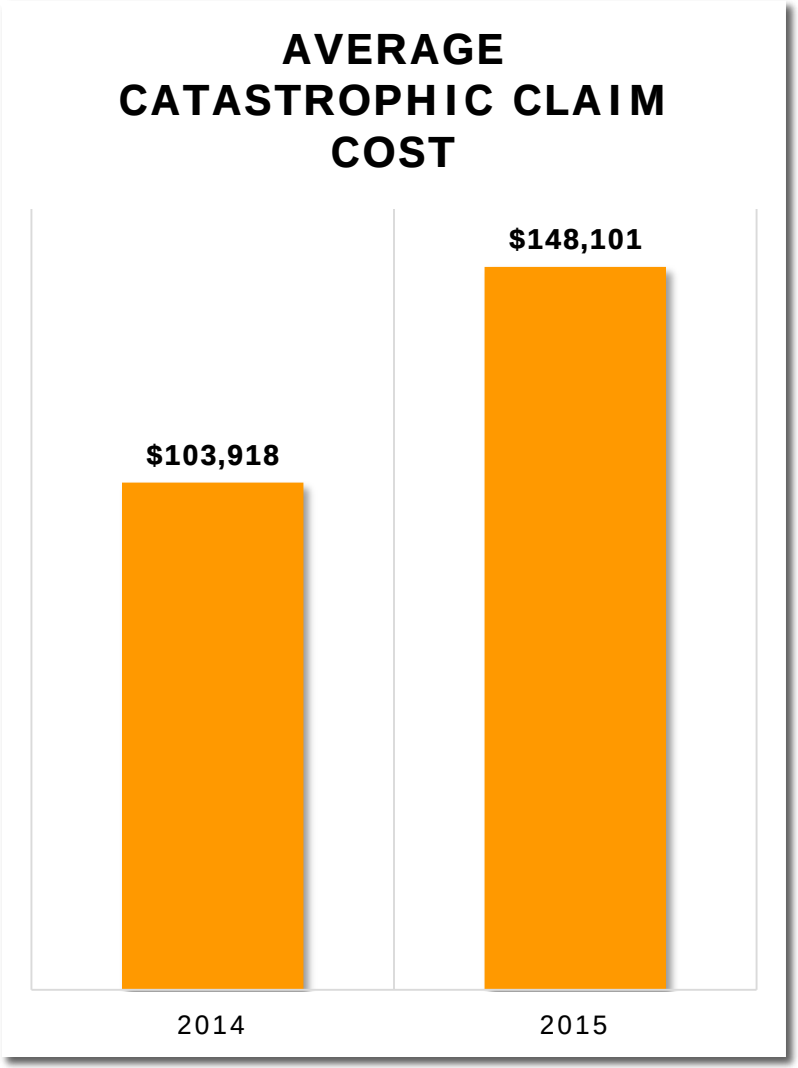
Item	Change (2014 vs. 2015)	Change %
Emergency Room	Decreased	2.5%
Diagnostic Testing	Decreased	3.5%
Outpatient Surgical Treatments	Decreased	20.1%
Circulatory/Heart Claims (Cost)	Decreased	21.2%
Injuries	Increased	73.0%
Catastrophic Claims (Count)	Decreased	28.1%
Catastrophic Claims (Cost) *Claims greater than $50,000 per member per year*	Increased	42.5%

Catastrophic Claims

Catastrophic Claim Costs have increased 42% (over $44,000) per claim.

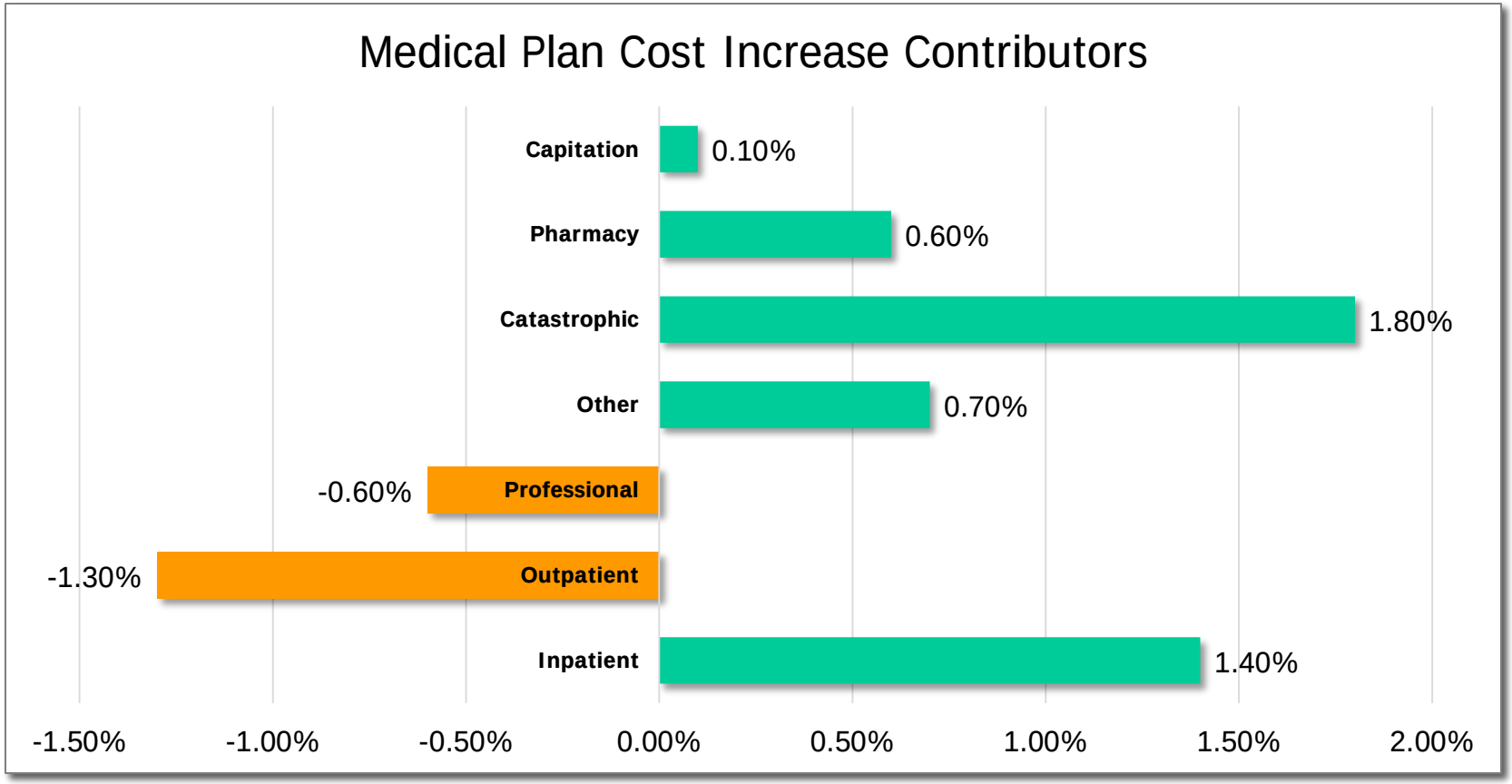
The top 3 catastrophic claims were not related to issues that could have been prevented or treated in the Health Center. Each involved surgical procedures and hospital admissions.

The top 3 catastrophic claims (less than 0.5% of membership) represented 33% of total claims cost.



Overall Trends

Overall plan spend has increased **2.6%**, well below State and National averages. The increases are predominately driven by increased facility costs and specialty medications.



Satisfaction Surveys

Question	Likely or Very Likely / Very Satisfied or Satisfied
How likely are you to recommend CareATC to a coworker?	99%
The staff was: professional, respectful, prompt	100%
Satisfaction with scheduling process	100%
Appearance and location of facility	99%

"This is the best thing the City has ever done"

"Hard to improve on excellence. Dr. Whyte is such a caring, compassionate, and extremely professional doctor. The staff is always extremely helpful and professional, always focused on the customer."

ROI Projections

City of Cocoa
Medical Clinic
Cost Savings Estimate - Year 1

		Low Estimate	Projected	High Estimate
Professional Office Visits (Total Plan Spend)		$180,872.00	$180,872.00	$180,872.00
Other Medical Service Costs	+	$12,929.40	$12,929.40	$12,929.40
Total Visits	/	2,586	2,586	2,586
Cost per Visit	=	$74.94	$74.94	$74.94
Utilization Assumption (% of Office Visits Shifted)		25%	35%	40%
Office Visit Shift	=	647	905	1,034
Office Visit Savings (Visits Shifted x Cost Per Visit)		**$48,450**	**$67,830**	**$77,521**
Total Prescription Cost		$674,154	$674,154	$674,154
Prescriptions - % Shift of Total Cost	x	20%	25%	40%
Prescription Savings	=	**$134,830.74**	**$168,538.43**	**$269,661.48**
Laboratory & Diagnostic Costs		$60,607	$60,607	$60,607
Labs - % Shift of Total Cost	x	20%	30%	40%
Lab Savings	=	**$12,121**	**$18,182**	**$24,243**
Emergency Room		$62,724.00	$62,724.00	$62,724.00
Total Visits	/	136	136	136
Cost per Visit	=	$461.21	$461.21	$461.21
Utilization Assumption (% of ER Visits)		15%	20%	25%
Emergency Room Visit Savings (Visits x Cost Per Visit)		**$9,409**	**$12,545**	**$8,417**
IP/OP Hospital Facility / Trend & Other Avoidance Costs		$349,097	$349,097	$349,097
Risk and Trend Reduction	x	15.0%	18%	20%
Total Facility and Other Savings	=	**$52,365**	**$61,092**	**$69,819**
Estimated Medical Claims Avoidance	=	$257,176	$328,188	$449,661
Estimated Recurring Costs	-	$318,446	$318,446	$318,446
Estimated Savings after claims avoidance	=	**-$61,270**	**$9,742**	**$131,215**
Estimated Return on Investment	=	**0.81**	**1.03**	**1.41**
Employee Savings	-	$51,011	$70,713	$100,728
Estimated Total Year 1 Return on Investment	=	**0.97**	**1.25**	**1.73**

Based on data from Cigna for plan year 2012-13 (paid claims). Office Visit Claims matured 15% for switch from Aetna to Cigna. Avoidance cost savings include trend reduction, reduction of unnecessary ER, Urgent Care, inpatient and outpatient hospital visits, specialist office visits, as well as disease management engagement. Savings estimates are projections based on industry data and are not a guarantee of performance. Factors that affect savings include, but are not limited to, hours of operation, services provided, locations, prescriptions offered, and group utilization. Not inclusive of Worker's Compensation savings. ***Estimated savings assume medical plan continues as a participating program.*** EE copay savings assume $25 PCP copay and $20 generic Rx copay.

Employee Copay Savings (Office Visits)		$16,163	$27,153	$31,032
Employee Pharmacy Savings (Rx Copays)	+	$34,848	$43,560	$69,696
Estimated Employee Savings (Total)	=	**$51,011**	**$70,713**	**$100,728**

Original Return on Investment (ROI) projectioned a first year ROI of $1.25 saved for every $1 spent.

Projections were based on medical costs only and do not include occupational and “soft dollar” costs.

Occupational costs include job related services e.g. new hire physicals.

Soft dollar savings includes items such as work efficiencies, employee satisfaction, and presenteeism.

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

Cost Analysis (Opening – Dec. '15)

Item	EHC Utilization	Average Cigna Cost[1]	Cost Avoidance	Total EHC Cost	Return On Investment
Office Visits	2,699	$160 per visit	**$431,840**	$578,636	0.8:1
Urgent Care		$256 per visit	**$10,752**	Included in Visits	
Pharmacy	3,197	$120 per script	**$384,375**	$48,509	7.9:1
City Savings			**$826,967**	**$627,145**	**1.3:1**
Employee Savings	2,699 @ $25 3,197 @ $15		$115,430		
Total Savings			**$942,397**	**$627,145**	**1.5:1**

[1]Average plan cost does not include the cost of laboratory work, diagnostic procedures (e.g. EKG), new hire physicals, and other treatments being performed in a doctor office setting. Total savings do not include soft dollar savings.

Clearlake Road (State Road 501) Project Development & Environment (PD&E) Study

From Michigan Avenue to Industry Road
Brevard County, Florida

Financial Project ID No: 433605-1-22-01 | Federal Aid Project No: N/A | ETDM No: 13120

CITY COUNCIL PRESENTATION | February 23, 2016

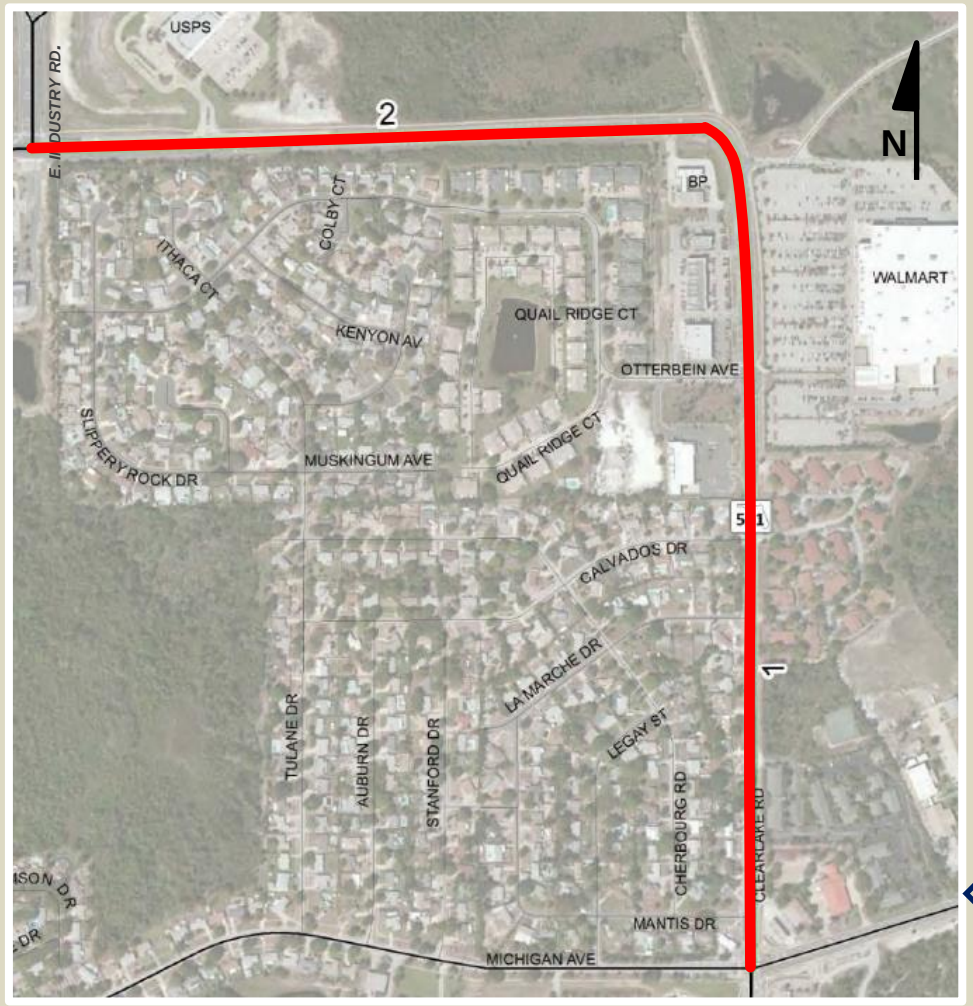




EXHIBIT B: Clearlake Road (SR 501) project Development & Environment (PD&E) Study

About the Project

Industry Road



- From Michigan Avenue to Industry Road
- Widen to four lanes
- Proposed bicycle and pedestrian facilities
- Approximately 1.35 miles in length
- Urban principal arterial
- Proposed Access Management Classification 5

Michigan Avenue

Agenda

- Recommended Alternative
- Access Management
- Environmental Analysis
- Conclusion

Agenda

Recommended Alternative

Recommended Alternative

- ‘Build’ Alternative
  - Widen road to four lanes, two travel lanes in each direction
  - Realign existing curve at Walmart
  - Provide continuous 7-ft buffered bicycle lanes and 6-ft sidewalks on both sides
  - Provide access management
    - 22-foot raised median
  - Locate potential pond sites

Recommended Alternative
- From Michigan Avenue to Otterbein Avenue (Segment 1)

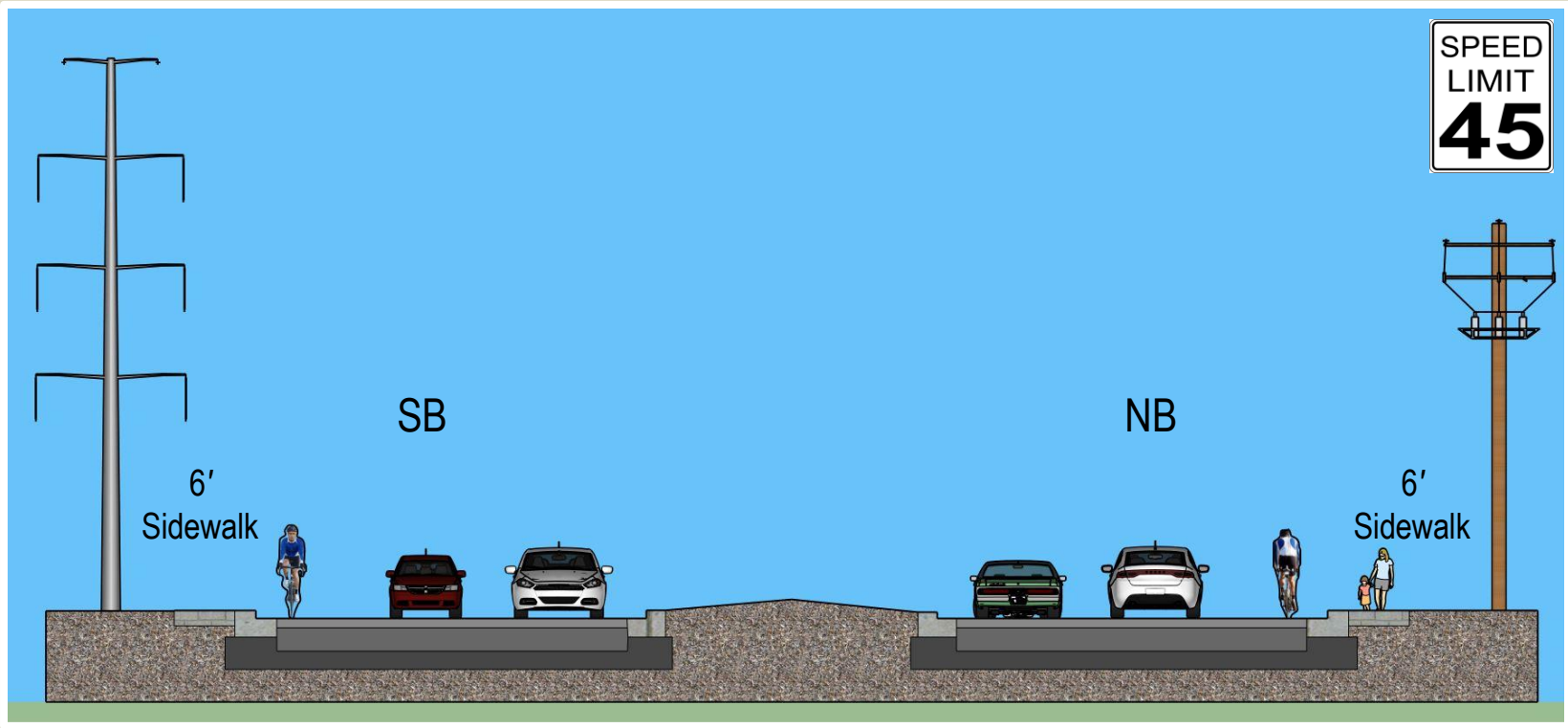


⟸ Otterbein Avenue

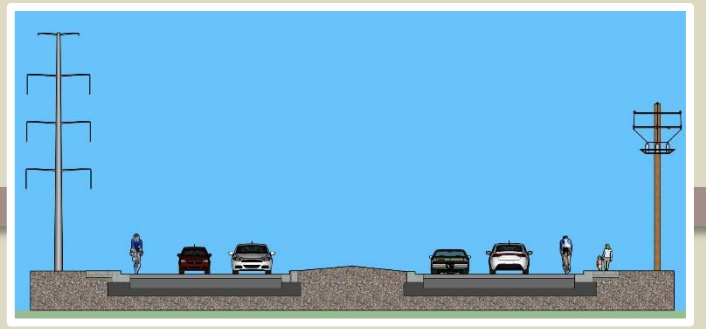
⟸ Michigan Avenue

Recommended Roadway Typical Section
- From Michigan Avenue to Otterbein Avenue

4-Lane Urban Divided Roadway Typical Section

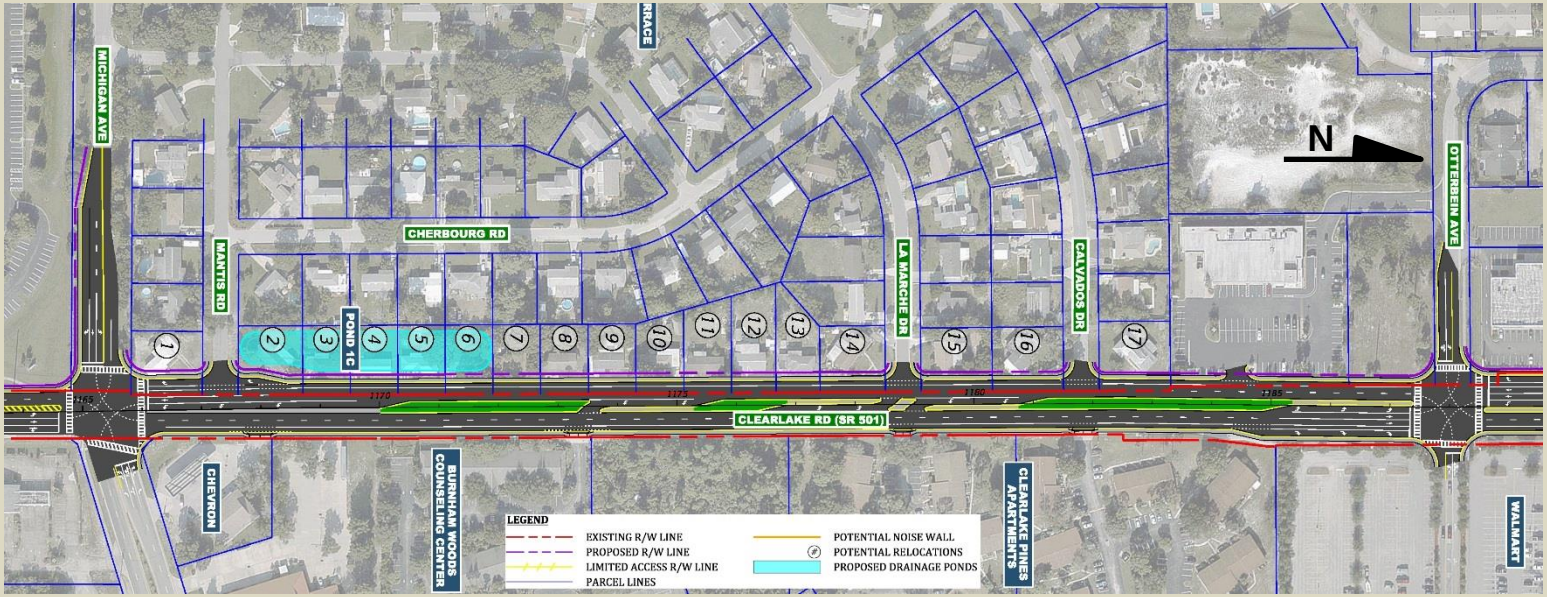


Recommended Alternative
- From Michigan Ave. to Otterbein Ave.



- The proposed roadway typical section is recommended with an alignment to the West
- Hold east right-of-way line
- Additional right-of-way required on west side of Clearlake Road

WEST ALIGNMENT



Potential Right-of-Way Impacts
- From Michigan Ave. to Otterbein Ave.

The west alignment has the following potential right-of-way impacts and associated cost:

Evaluation Criteria	**Four-Lane Urban Typical Section**
	Recommended West Alignment
Residential Parcels Impacted	17
Business Parcels Impacted	4
Unimproved Parcels Impacted	1
Total Parcels Impacted	**22**
Potential Relocations	
# of Residences	17
# of Businesses	0
Total Number of Relocations	**17**
Right-of-Way Cost	**$6,400,000**

Recommended Alternative
- From Otterbein Avenue to Industry Road (Segment 2)

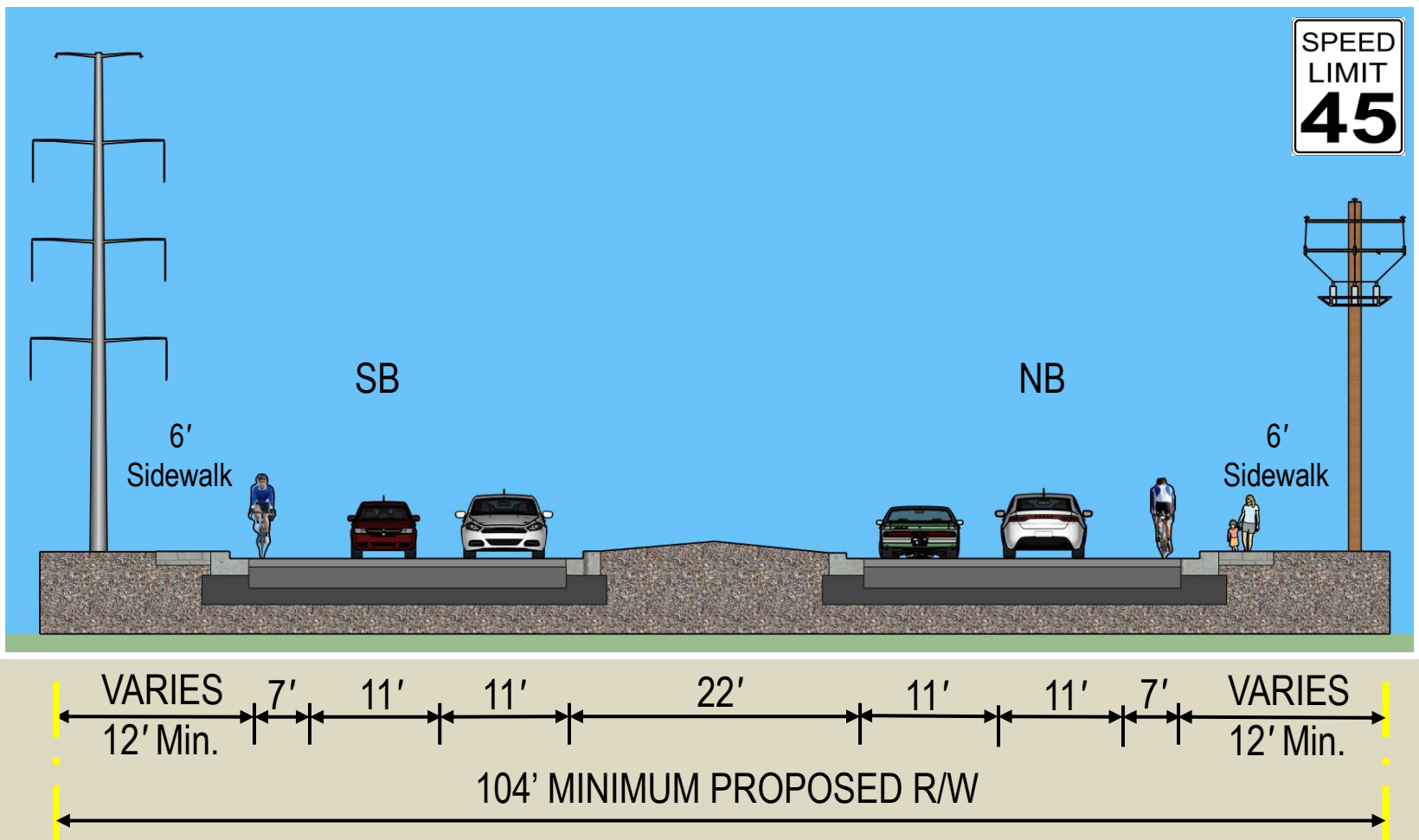
Industry Road



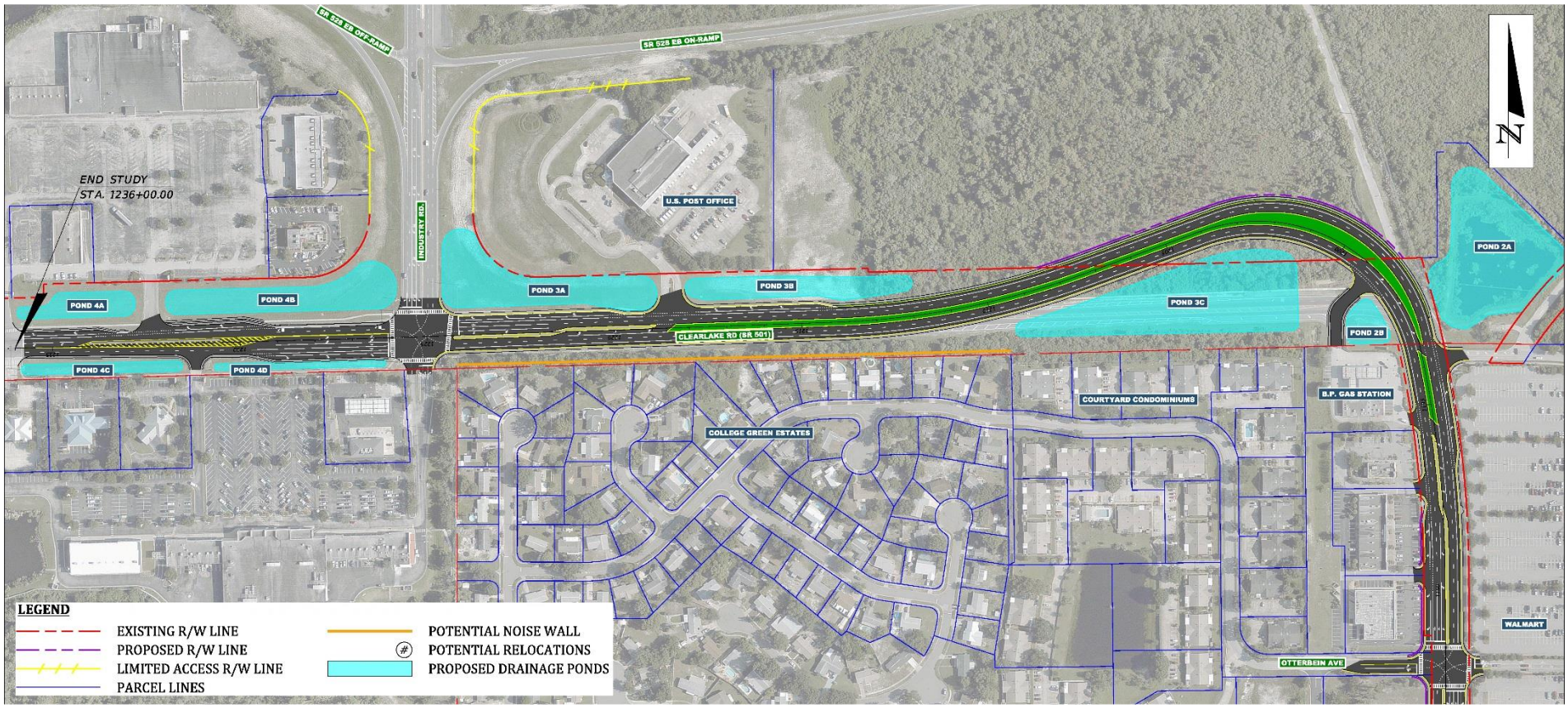
Otterbein Avenue

Recommended Roadway Typical Section
- From Otterbein Avenue to Industry Road

4-Lane Urban Divided Roadway Typical Section



Recommended Alternative to Realign Curve
35 mph 'Bulb-Out'

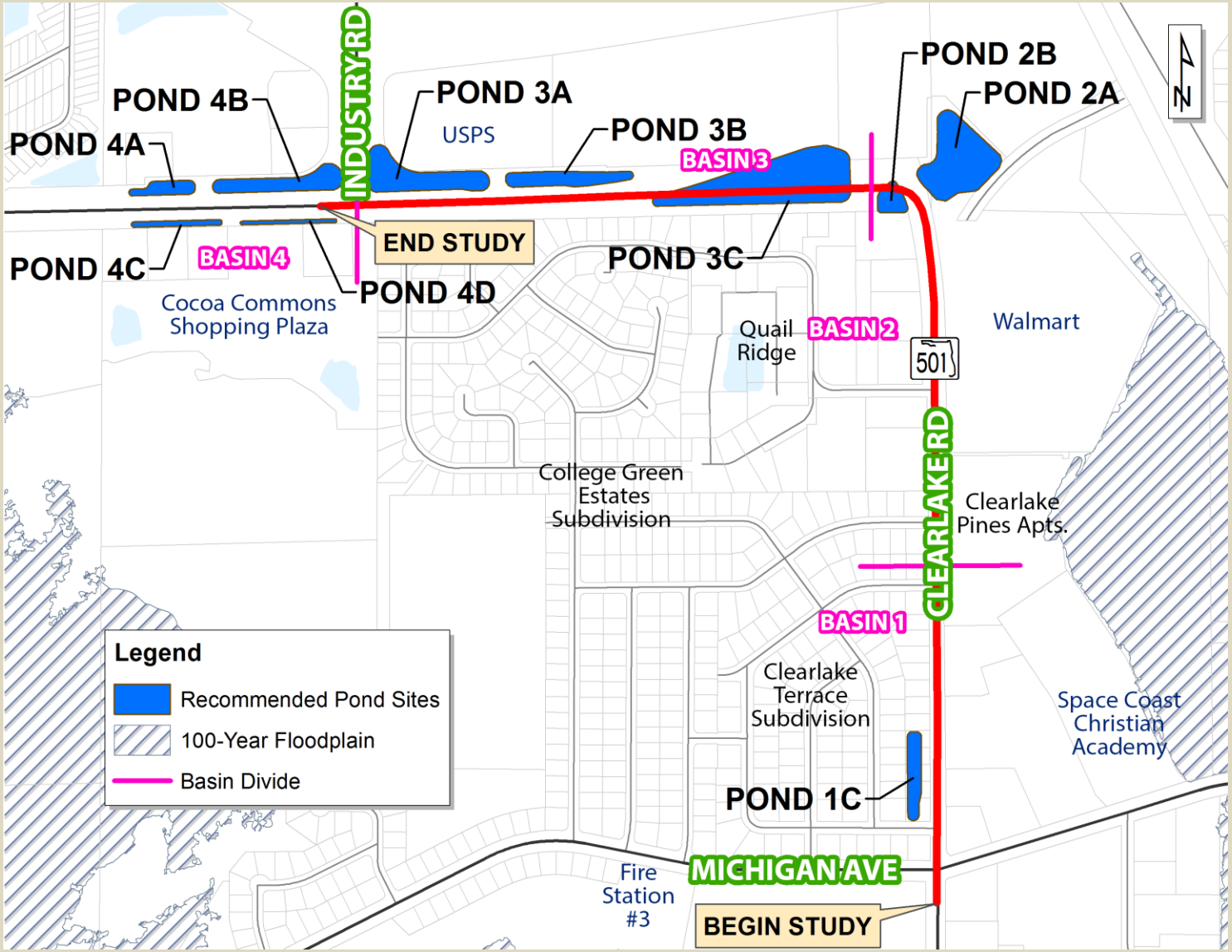


Right-of-Way Impacts
- From Otterbein Avenue to Industry Road

The recommended alternative to realign the curve has the following right-of-way impacts and associated cost:

Evaluation Criteria	Realign Curve
	Recommended 35 mph 'Bulb-Out'
Residential Parcels Impacted	0
Business Parcels Impacted	3
Unimproved Parcels Impacted	2
Total Parcels Impacted	**5**
Potential Relocations	
# of Residences	0
# of Businesses	0
Total Number of Relocations	**0**
Right-of-Way Cost	**$3,102,000**

Recommended Pond Site Locations



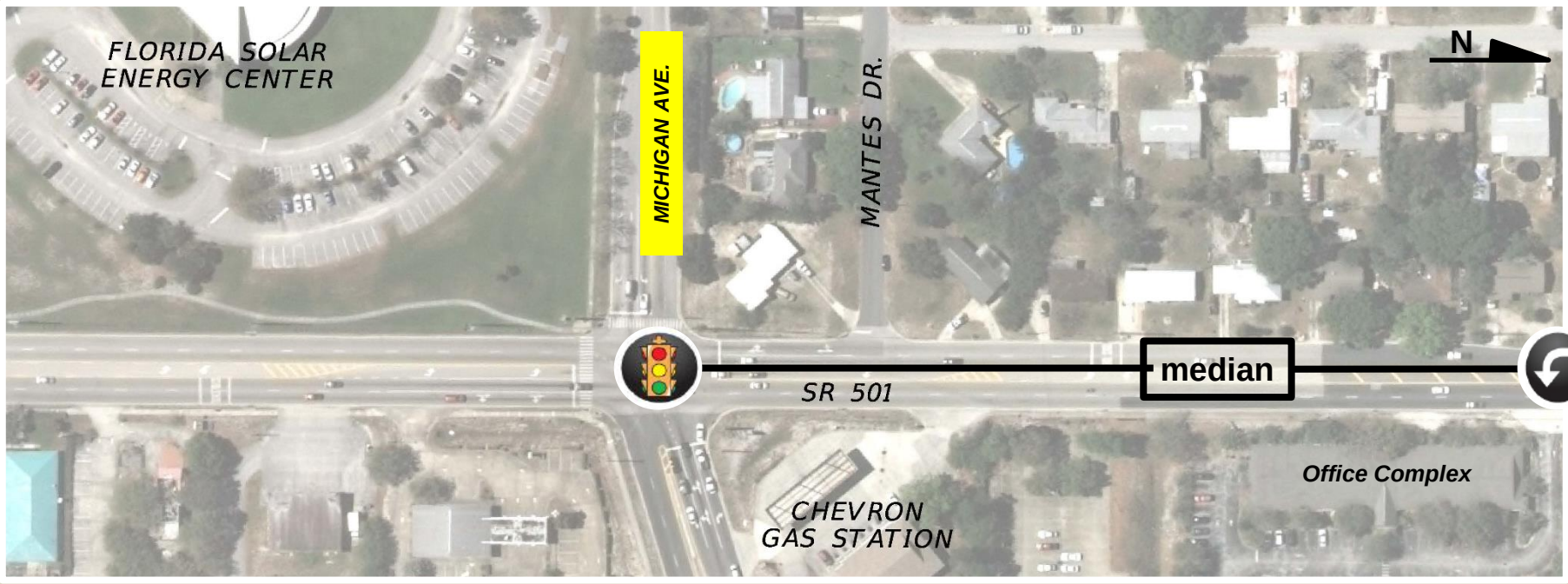
Project Cost Estimates

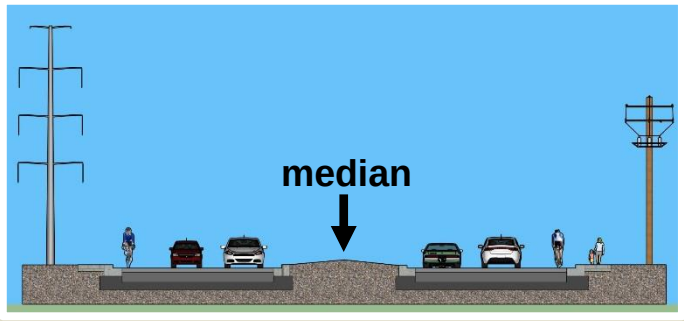
Phase	Cost (Present Day)
Construction	$10,355,530
Final Design and Construction Engineering Inspection (CEI)	$2,835,550
Right-of-Way (roadway)	$7,490,000
Right-of-Way (ponds)	$709,000
Mitigation	$1,773,155
Utilities (overhead transmission poles)	$840,000
Noise Barriers	$709,440
Total:	**$24,712,675***

*Subject to Change

Access Management

Recommended Access Management



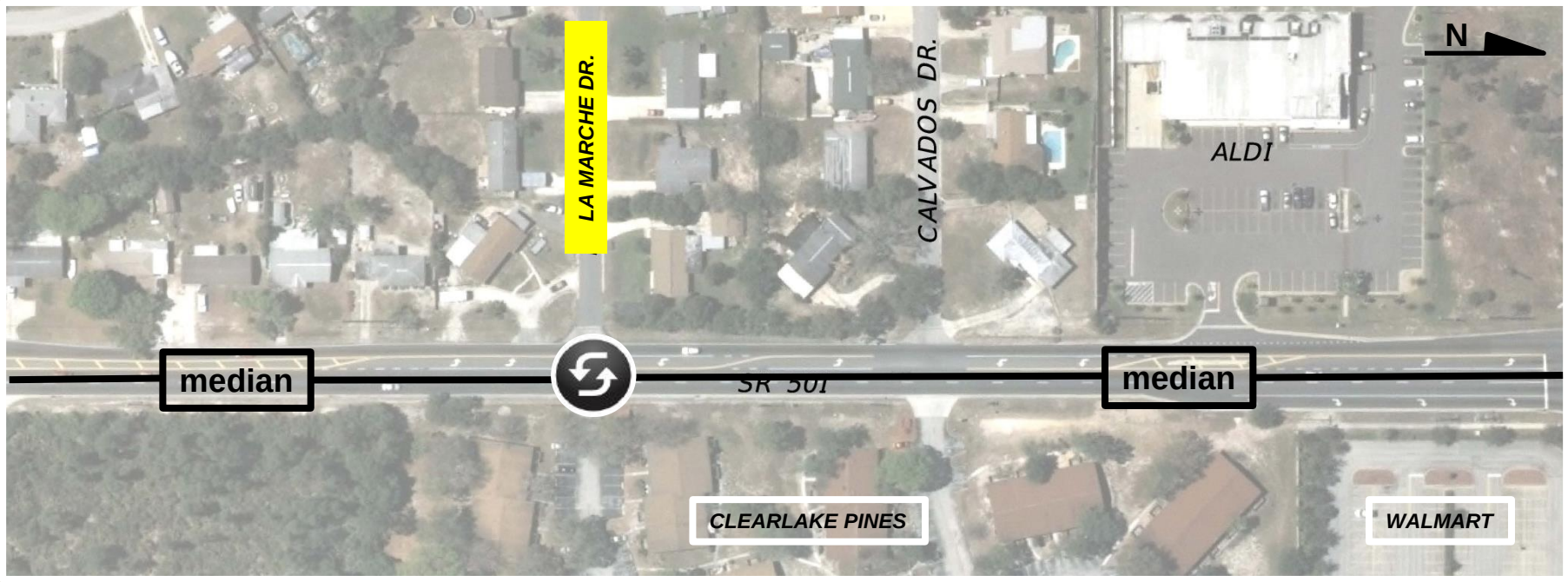


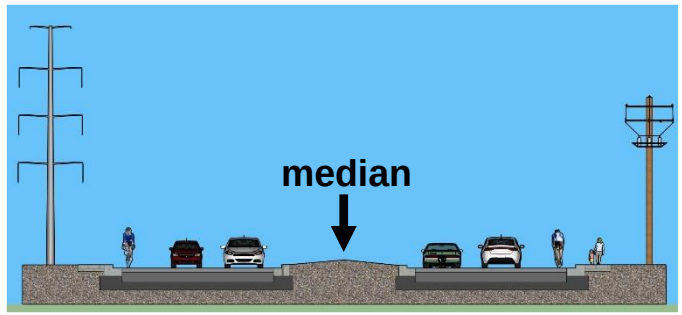
LEGEND

Signalized Intersection - Full Median Opening

Directional Median Opening
(Southbound left-turn into office complex)

Recommended Access Management

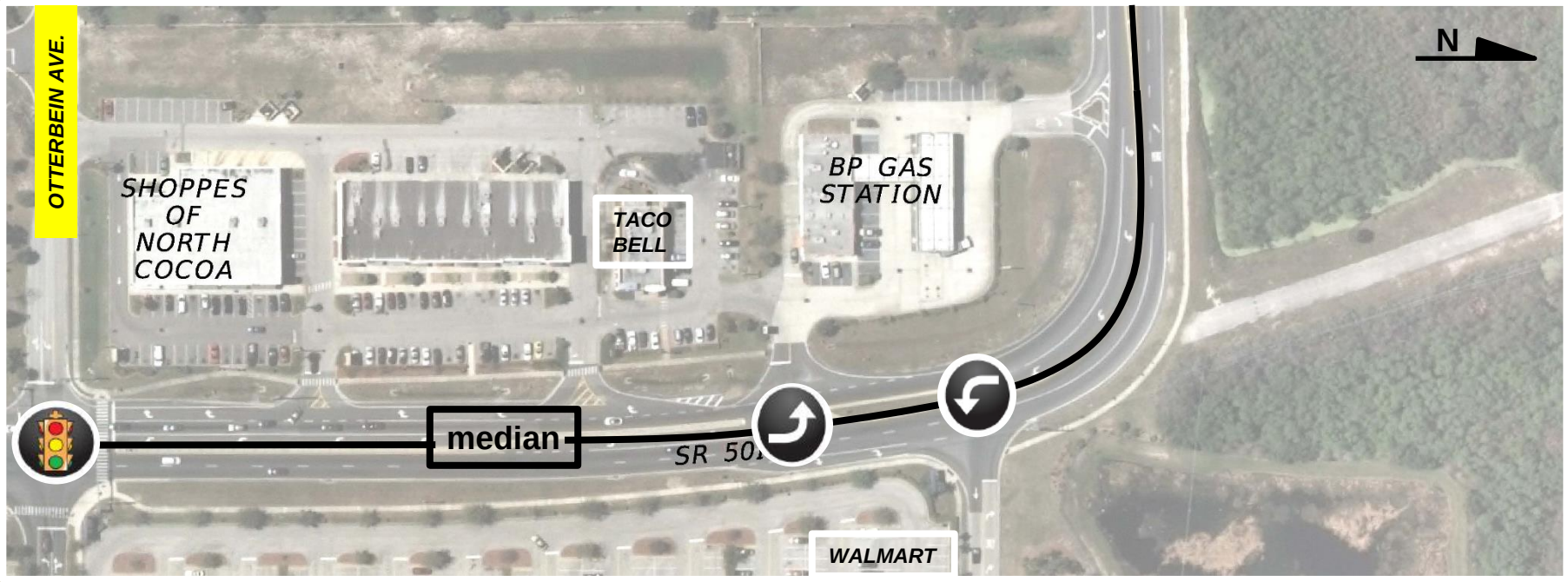


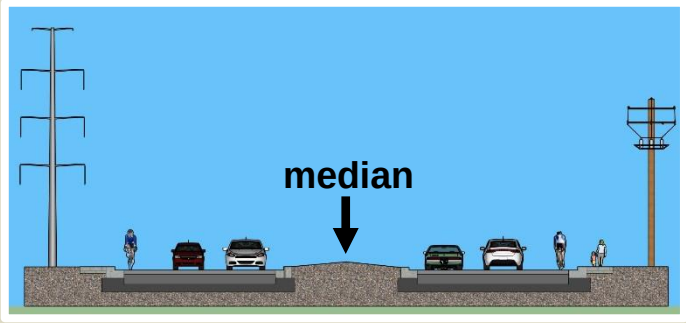


LEGEND

Bi-Directional Median Opening
(Southbound and Northbound left-turn in)

Recommended Access Management



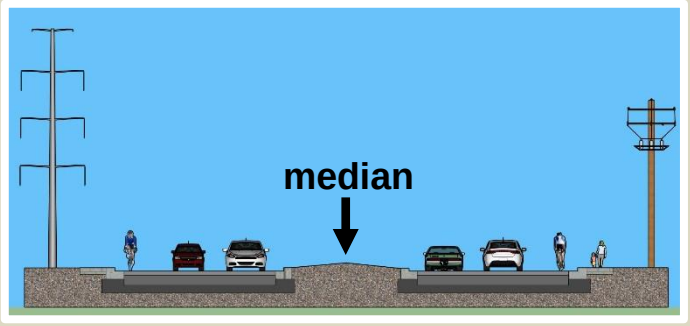


LEGEND

- Signalized Intersection - Full Median Opening
- Directional Median Opening (Northbound left-turn into Plaza)
- Directional Median Opening (Southbound left-turn into Walmart)

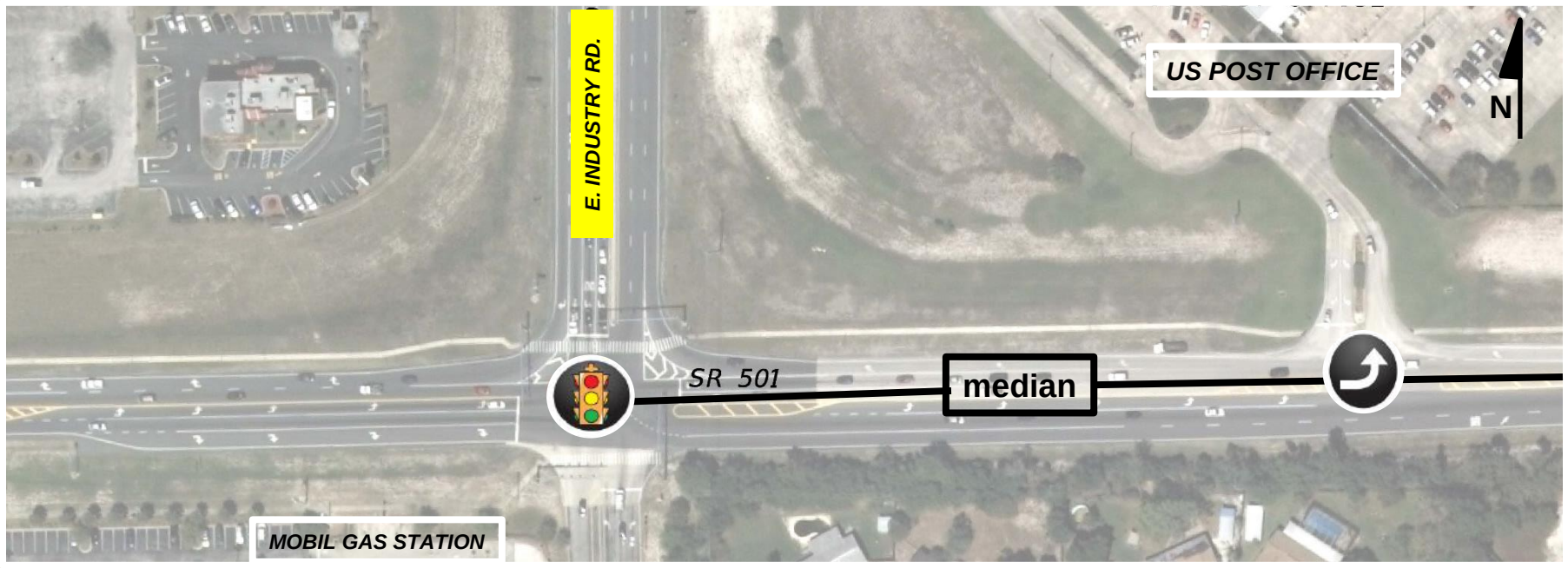
Recommended Access Management

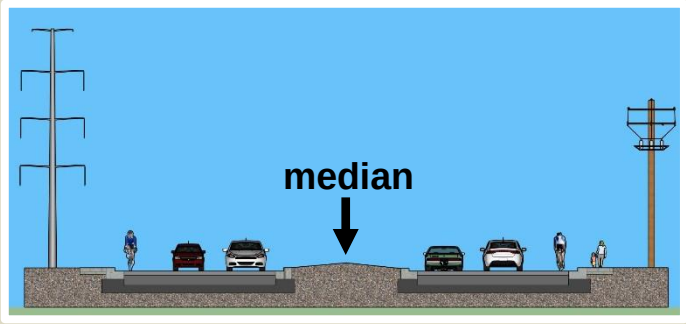




No existing or proposed median openings

Recommended Access Management





LEGEND

Signalized Intersection - Full Median Opening

Directional Median Opening
(Westbound left-turn into US Post Office)

Environmental Analysis

Wetlands

- In accordance with Executive Order 11990 “Protection of Wetlands”
  - Estimated 3.48 Acres of Direct Wetland Impacts
  - Estimated 10.33 Acres of Secondary Wetland Impacts



Potential Contamination Sites

1. Cocoa Mobil
2. Sunshine Food Mart
3. Walmart Super Center
4. Sunrise Food Mart, Huntley Jiffy Food Store (Chevron)

All potential sites are rated Low for potential contamination



Source: Draft Contamination Screening Evaluation Report

Threatened and Endangered Species

- In accordance with Title 50 Code of Federal Regulations Part 402 of the Endangered Species Act of 1973, as amended
- The proposed project "may affect, but is not likely to adversely affect" any federal or state listed species
- Natural Resource Evaluation (NRE) is available for review

Common Name	Habitat	Likelihood for Occurrence
Birds		
Audubon's crested caracara	Wet prairies, pastures,	Low
Bald Eagle	Forests, near open water	Low
Florida Sandhill Crane	Freshwater marshes, prairies, pastures	Moderate
Florida Scrub-jay	Sand pine and xeric oak scrub, scrubby flatwoods	Low
Least Tern	Estuaries, bays, rivers	Low
Little Blue Heron	Swamps, estuaries, ponds, lakes, rivers	Moderate
Reddish Egret	Estuaries, lagoons, spoil islands	Low
Roseate Spoonbill	Marshes, mangrove swamps, rivers	Moderate
Snowy Egret	Estuaries, bays, saltmarsh pools, tidal channels	Moderate
Tricolored Heron	Marshes, estuaries, swamps, lagoons, river deltas	Moderate
White Ibis	Marshes, ponds, lakes, rivers, bays	High
Wood Stork	Swamps, marshes, sloughs, cypress domes/strands	High
Mammals		
Florida Black Bear	Sand pine and oak scrub, upland hardwood forests and floodplain forests	High
Reptiles		
Eastern Indigo Snake	Sand pine and oak scrub, mangrove swamps, wet prairies oak hammocks, pine flatwoods	Moderate
Florida Pine Snake	Pine-turkey oak woodlands, abandonded fields, long leaf pine forests	Low
Gopher Tortoise	Oak-sandhills, scrub, flatwoods, coastal dunes	Low

Cultural and Historic Resources

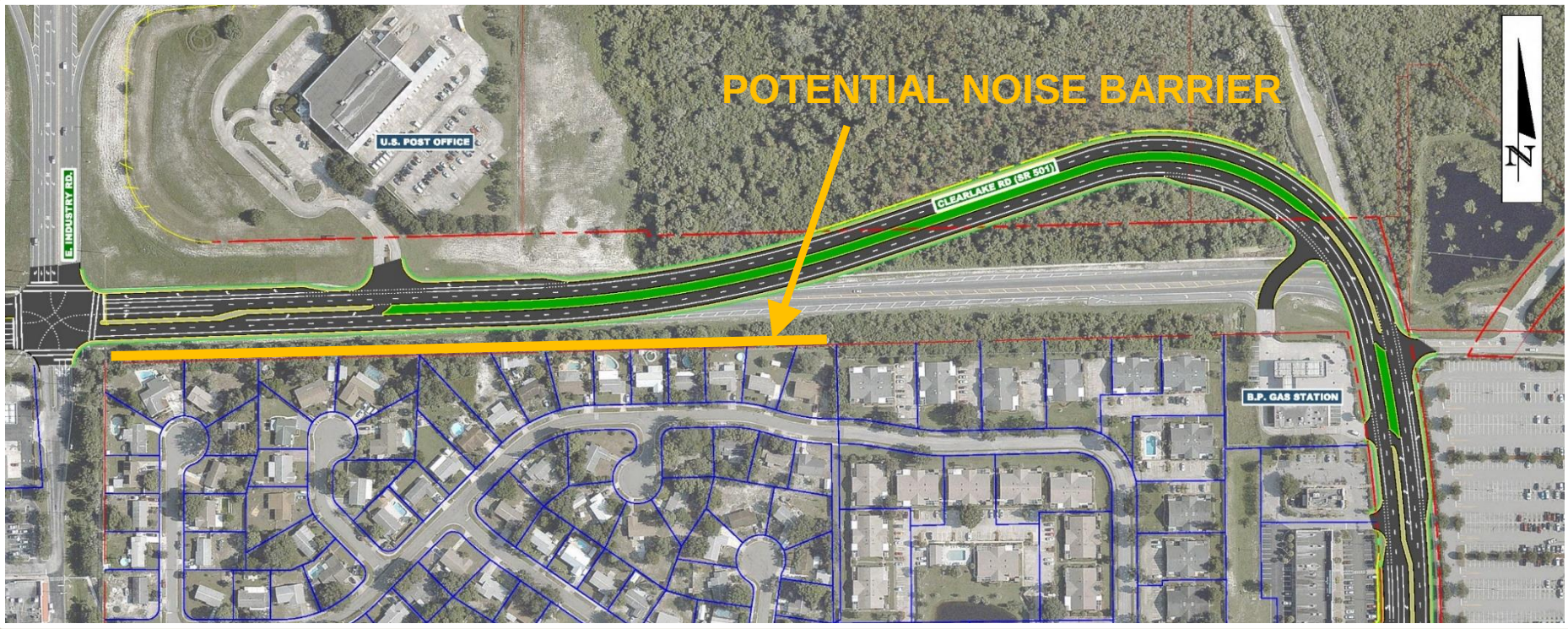
- An archaeological survey was performed within the existing and proposed right-of-way
  - Pedestrian inspection
  - Excavation of 2 shovel tests
- All shovel tests were negative for cultural material
- No archaeological sites or artifact occurrences were identified
- No historic resources eligible for listing in National Register of Historic Places
- No adverse effects to any cultural resources are anticipated.



Air Quality

- An air quality analysis, specifically an analysis of carbon monoxide (CO) concentrations, has been performed on the recommended alternative
- The analysis has been conducted using the established FDOT Air Quality Screening Model
- Air quality impacts are not expected to occur as a result of this project

Potential 16-ft High Noise Barrier



Conclusion

Schedule and Funding

- **Obtain State Environmental Impact Report (SEIR) approval from the FDOT District Five Secretary**
  - Anticipated in April 2016
- **Design**
  - Funded in 2016
  - Concurrent PD&E & Design phases
    - New process by FDOT to streamline and accelerate all projects in the pre-construction phases
- **Right-of-Way Purchase**
  - Currently not funded
- **Construction**
  - Currently not funded

Next Steps

- **Public Hearing**
  - February 25, 2016
  - All reports will be available for public review 21 days prior to the Public Hearing
- Obtain State Environmental Impact Report (SEIR) approval from the FDOT District Five Secretary
  - Anticipated in April 2016

Study Website

www.clearlakeroadstudy.com

Documents & Publications:

- All information presented at public meetings, including the presentation
- All draft engineering and environmental and reports



Contact Us!

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www.clearlakeroadstudy.com

Thank you for attending!

CITY COUNCIL PRESENTATION

Clearlake Road PD&E Study

COCOA
FLORIDA















STRATEGIC PLAN
2016-2021

WORKING TOGETHER TO BUILD A BRIGHTER FUTURE

MISSION/VALUES





MISSION STATEMENT

Our organizational mission is a statement of purpose, in which the City expresses to our external stakeholders why we exist. Internally, the mission serves to motivate and reinforce the employees' role. The organizational values are the manner in which we conduct ourselves in fulfillment of our mission. They define to the public how we manage its affairs and uphold public trust.

"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.

Core Values

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

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

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

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.

STRATEGIC ISSUES





STRATEGIC ISSUE IDENTIFICATION

Up to this point city staff has been working through a strategic planning process to identify the strategic issues they believe have the greatest impact on the community presently and those still unfolding. The intent was to identify the key items that satisfy our stakeholders and create public value. These issues are presented to the citizens and City Council to provide the framework for discussion and ultimate adoption of a strategic issue agenda.

STAFF IDENTIFIED STRATEGIC ISSUES (RANK ORDER)

Crime- How will the City continue to reduce crimes against persons and property to provide an environment where every citizen, business, and visitor feels safe?

Image- How will the City improve its image, physically and emotionally?

Economic Development- How will the City increase its economic position within the Space Coast region to be more competitive in retaining and attracting private capital investment, businesses and jobs?

Employees- How will the City work to retain a qualified workforce and in addition prepare itself for the retirement of long-tenured employees, especially in organizationally critical positions?

Fiscal Sustainability- How will the City develop a financially sustainable revenue base and control expenses to support and deliver high quality municipal services?

Community Development- How will the City raise the quality of life for all its residents, especially those most vulnerable and disadvantaged?

Public Safety-How will the City ensure that public safety resources are strategically allocated to provide the most effective and efficient delivery of public safety services?

Civic Engagement- How will the City foster citizen engagement, especially for those underserved and disadvantaged?

Crime Awareness and Prevention Committee





Crime was identified as the most pressing single issue impacting the quality of life for Cocoa citizens. The City of Cocoa has historically maintained a higher crime rate than surrounding communities due in large part to a variety of contributing social factors. Through the years the community has struggled to overcome both the perception and reality of crime in Cocoa. The Cocoa Police Department has evolved to meet the needs of the community through adapting law enforcement strategies, community outreach efforts and youth mentoring. In recent years the city has seen a declining crime rate due in part to improving economic conditions as well as law enforcement strategies. As of the 2014 Uniform Crime Reports, Cocoa is at a historically low crime rate dating back to the initial recordings of UCR statistics.

In September of 2014 the Mayor hosted the first annual Mayor's Crime Awareness and Prevention Summit to bring the community together to discuss the contributing factors of crime in Cocoa. After outlining the various contributing factors of crime in the community a panel of local leaders provided opening remarks followed by a question and answer session with attending community members. Key issues raised by the community ranged from employment, education, community engagement, youth mentoring and police training.

In order to address the contributing factors of crime in Cocoa and address issues identified by the community at the crime summit, a crime awareness and prevention committee was assembled to develop short and long term strategies. The committee comprised of members from various backgrounds to include; faith based, community advocates, academic, legal, law enforcement and local business owners. Implementing the City of Cocoa's five year strategic plan will improve the real and perceived safety of residents and visitors to Cocoa.

GOAL 1: Reduce crime within the City of Cocoa by 50% based on UCR reporting by the year 2020.

- OBJECTIVE 1.1: Deploy police personnel and resources in a manner to more effectively prevent and respond to crime in Cocoa.
    a. Create and monitor monthly an offender top 12 list.
    b. Create and monitor monthly a repeat victim list.
    c. Monitor the top crime locations based on calls for service and develop an action plan for each location.
    d. Monitor the top crime types and develop an action plan for each type.
    e. Monitor Florida Department of Law Enforcement habitual criminal and sex offender registration to ensure compliance with state law and increase awareness within the community.



f. Coordinate with code enforcement to gain compliance of chronically nuisance properties.
g. Utilize predictive policing software to ensure personnel are in the best position to prevent crime.
h. Provide increased presence in crime "hot spots" to reduce criminal activity.
i. Improve internal communication sharing between all shifts and department personnel through the use of technology.

- OBJECTIVE 1.2: Enhance the community participation in crime reduction efforts.

a. Create a Community Relations Council that provides a monthly forum for addressing crime in Cocoa by engaging law enforcement and other community stakeholders to assess and evaluate the cause of crime.
b. Develop a network within neighborhoods to enhance communication between members of the police department and community.
c. Collaborate with local neighborhood based non-profits to assist in expanding Cocoa PAL and Boys and Girls Club priorities.
d. Establish a monthly "faith based alliance" meeting with all Cocoa area faith based organizations to facilitate the coordination of efforts and information sharing.
e. Report information about relationship of offenders to the victims in all violent crime press releases.

GOAL 2: To address long term social issues contributing to crime within the City of Cocoa through community policing.

- OBJECTIVE 2.1: Ensure Cocoa citizens retuning to the community from incarceration are provided support information on community resource partners.
    a. Develop and annually update a database of available local organizations and resources available to assist those re-entering the community from incarceration.
    b. Work with the faith based organizations to provide the basic needs for offenders re-entering and re-transitioning back into the community.

- OBJECTIVE 2.2: Provide support to the local educational system in Cocoa (Increase the educational attainment of Cocoa citizens).
    a. Develop and re-institute a mentoring program between city employees and targeted local schools.
    b. Meet quarterly (feeder chain meeting) with Cocoa area principals to relay important law enforcement information.



c. Work with the community, parents and local schools to reduce school truancy.

- OBJECTIVE 2.3: Encourage the youth of the community to use police officers as a resource rather than an adversary.
    a. Expand the Cocoa Police Athletic League after school program to accommodate students from all areas of the city.
    b. Expand the number served by the Cocoa Police Athletic League summer youth employment program by partnering with local businesses to offer a greater variety of vocations.
    c. Expand the number of participants in the youth director's council program.
    d. Expand recreation programs through the Police Athletic League for both male and female youth.
    e. Partner with the Boys and Girls Club to expand their programs.

Physical Image





In times of intensifying competition between cities to capture new residents, private investment, tourism, and enhanced living standards; a city's image continues to be a deciding factor in choice. Currently the perception of a city's image is driven by both physical and emotional factors identified in a 2011 branding study completed by the City of Cocoa. The study indicated the City of Cocoa was perceived in a negative way and regularly associated with crime, poverty, disinvestment, underdevelopment and large areas of unattractiveness. The City of Cocoa must be successful in establishing and evoking favorable images of the community and a positive association with those visiting to have a much greater chance of capturing valuable partners in the future.

In the spring of 2015, the City of Cocoa reached out to a committee of community stakeholders to develop actions the City could take to improve its physical image within the corporate limits of the City. The committee identified the various perceived issues and challenges related to publicly owned facilities, privately maintained property, river frontage, sign maintenance and right of way landscaping. Completion of the actions recommended by the committee will place the City on a long term path to increasing residents and visitors positive association of Cocoa.

Goal 1: Create a sense of "Place", a Destination –Cocoa needs to be a unique place to visit, not just to pass through, by improving the city's Physical Image.

- Objective 1.1: Improve the city's Image through aesthetic improvement of its Physical Infrastructure including streets, public buildings, public areas and parks
    a. Expand Beautification efforts along the highest traffic count roadways in the city.
    b. Assess location and feasibility of providing reclaimed water service along the highest traffic count roadways in the city.
    c. Seek a cooperative agreement of plantings between the various agencies overseeing the selected roadways.
    d. Perform a facility analysis of each City owned structure and make improvements as necessary to the exterior, landscaping and lighting.
    e. Improve the signage, fencing, lighting and landscape at all lift stations within the City.
    f. Improve the landscaping and lighting at the elevated tank.
    g. Remove the old booster station on State Road 520 and repurpose the land.
    h. The City will work to institute an adopt a median program.
    i. Work with local organizations to expand right of way maintenance.





- Objective 1.2: Improve the Cocoa's Image through improved lighting and electrical utility improvements along its roads.
    a. Identify the extra old poles and crooked poles and have them addressed by Florida Power and Light.
    b. Create an assessment program for the funding of neighborhood improvements such as decorative streetlights.
    c. Ensure that all electrical utility lines are underground where feasible.
    d. Ensure streetlights are located at least every 300 feet or closer throughout the City.

- Objective 1.3: Create Safe Walkable Streets with access to different modes of transportation
    a. Install uniform bus stops with branding and shelters at all SCAT stops.
    b. Install curb and sidewalk on every street.
    c. Work with the County to improve the physical appearance of the Varr Avenue SCAT Bus waiting/transfer area.
    d. Utilizing the City Arborist, ensure the appropriate street trees are being planted in the proper place in accordance with "right tree right place" arborist guidelines.

- Objective 1.4: Improve the city's Physical Image through improvement of the appearance of privately-owned properties within Cocoa through improved maintenance, code enhancements and incentives.
    a. Require all dumpsters within the City to be moved from the streets and have enclosures.
    b. Require the site plan permitted landscapes to be maintained through code enforcement
    c. Require owners to maintain parking lots, fences and signs

- Objective 1.5: Improve the City's Image through removal of unsightly graffiti and waste accumulation
    a. Renegotiate the solid waste contract to ensure all green waste and bulk waste piles are collected within one week.
    b. Create a City procedure to address graffiti as soon as reported.
    c. Institute an "If you see it, REPORT it" program
    d. Place Public art on traffic boxes to discourage graffiti

Goal 2: Build on the Success of the Cocoa Village Image to expand and improve the Physical Image of the overall city.

Physical Image





- Objective 2.1: Expand the City's Branding Efforts beyond existing city buildings and downtown areas
    a. Ensure established city branding efforts are reviewed for application in all city infrastructure projects
    b. Construct uniform bus stops containing city branding

- Objective 2.2: Create additional Recreational Opportunities within the city outside of the Downtown Area
    a. Enhance the river frontage by developing the existing 10 city-owned ROW areas on Indian River Drive into small pocket parks.
    b. Create/Improve Off-road trails near Walmart and Cocoa Conservation.
    c. Expand the trail network around Bracco Pond and explore the opportunity to establish a dog park.

Emotional Image





As previously detailed, the city of Cocoa, located along Florida's Space Coast, adjacent to the Indian River, was founded in the late 1800's and is known for its historic downtown, central location along the east coast of Florida and accessibility to local attractions such as Port Canaveral and Kennedy Space Center. The city is located about 45 minutes from the Orlando area attractions and is one of the largest water utility providers in the region. Although the city is well known for these great features, it has also been noticed for issues such as crime and poverty which have hurt the overall image of the city. These issues have received media attention that negatively resonates with citizens and visitors alike. The city must work to promote and disseminate the positive attributes including Historic Cocoa Village, new economic development, museums, Eastern Florida State College, river frontage and surrounding area amenities. The city must work towards establishing a brand and creating a community identity that will make the City of Cocoa stand out in the region for its positive attributes.

In the spring of 2015, the City of Cocoa put together a committee of local business associations, local media representatives, and association partners joined by City staff to identify strategic emotional image related issues and challenges as well as strengths that should be focused on. The committee assisted in the development of short-term and long-term action items to manage the identified strategic issues to improve Cocoa's positive image in the community. Among the specific challenges related to image, the committee focused on the accurate dissemination of crime related data, increasing the accuracy of print and news media, increasing the positive perception of Cocoa schools, re-branding the city in a positive fashion, creating and enhancing communication tools, developing a marketing strategy for the city, marketing Economic Development, marketing of special events, event facilities and recreation, and promotion of the historic downtown as a tourist destination.

Implementing the City of Cocoa's five year Strategic Plan, including successfully increasing the positive image of the city, will increase the City's ability to attract residents, visitors and tourists alike to live, work, visit and play in the City of Cocoa.

Goal 1: Manage the perceptions of the City of Cocoa.

- Objective 1.1: Ensure accurate dissemination of crime related data and information for Cocoa.
    a. Establish quarterly coffee with the Mayor or Police Chief informational sessions.
    b. Ensure quarterly the city is featured through positive earned media.





c. Verify and correct when appropriate all reported crime locations by the media.
d. Host annually the Mayor's Crime Awareness and Prevention Summit.
e. Work with the media to highlight chronic crime or disorder problems within the City of Cocoa to increase public awareness and responsiveness.

- Objective 1.2: Increase the timeliness and accuracy of print and news media.
  a. Attend annual media summit and other media events to maintain or establish personal relationships with media.
  b. Maintain an updated media database with contact information.
  c. Establish a standard press release format for the City which can include photos and videos.
  d. Establish a timeline for releasing press items for each special event.
  e. Ensure that all press releases are posted on the City's website and linked to the city's social media pages.
  f. Host an annual media roundtable event to discuss current events, issues and topics which will include a familiarization tour of the city.
  g. Meet annually with key editorial boards to promote and discuss current events and topics.

- Objective 1.3: Increase the positive perception of Cocoa Schools
  a. Establish a partnership program between each Cocoa school and Cocoa business.
  b. Assign a staff liaison for each school to attend meetings.
  c. Partner with the school district to promote Cocoa school academic and athletic achievements.

- Objective 1.4: Re-brand Cocoa in a positive fashion.
  a. Ensure a city banner is hung at all city sponsored events.
  b. Ensure the city logo is on all advantageous City sites (Riverfront Park, Taylor Park, Pumping Stations, etc.)
  c. Ensure all letterheads include the logo.
  d. Ensure all e-mail signatures include the logo.
  e. Ensure all vehicles, equipment, marketing and promotional items use the city colors and include a city logo.





- Objective 1.5: Create and enhance communication tools with the community and visitors.
    a. Create an annual city report to be distributed at the annual economic development breakfast.
    b. Create a quarterly citizen spotlight that can be features at City Council meetings, in FYI newsletter and on website and social media.
    c. Increase social media reach by enhancing posts with more pictures and videos.
    d. Host an annual informational training workshop for internal staff contributing to social media and website to make sure staff maintains department landing pages and social media pages.
    e. Create an Instagram account to capture a broader demographic base.
    f. Add a social media feed to our homepage of our website during the 2016 re-design.
    g. Re-design website in a more user friendly format. (2016)

Goal 2: Ensure city resources are coordinated to best promote the city.

- Objective 2.1: Develop a marketing strategy for the city.
    a. Identify the relevant marketing outlets for attractions within Cocoa to include those outside Cocoa Village such as the Planetarium, Solar Energy Center, Brevard Natural History Museum and Cocoa Conservation.
    b. Feature the recreational aspects of the city. (Waterfront)
    c. Feature tourism aspects (deals, attractions, and events) for cruise passengers.

- Objective 2.2: Collaborate and Coordinate with the City's Office of Economic Development and its promotion and marketing efforts.
    a. Market to niche businesses that fit into the Village.
    b. Identify alternative means to market to site selectors and implement the strategies.
    c. Identify cooperative marketing opportunities with the Economic Development Commission of the Space Coast, Cocoa Beach Regional Chamber of Commerce and the Brevard County Tourism Development Council.





- Objective 2.3: Expand the marketing of special events, facilities and recreation.
    a. Promote Cocoa as the premier destination for recreational and athletic events.
    b. Ensure there is staff representation at all special events
    c. Promote the ease of special event processing (similar to SNAP permitting)
    d. Market facilities for daytime business rentals.
    e. Promote facility usage for recreational events.

- Objective 2.4: Promote Historic Cocoa Village as a historic downtown destination.
    a. Work to clearly establish all entry points into Historic Cocoa Village.
    b. Work with local associations on the creation of a historic walking tour/mobile app to highlight the historic features in the Village.
    c. Work with the local merchants to capitalize on the pedestrian activity related to the Historic Cocoa Village Playhouse.
    d. Work with local merchant associations to promote Historic Cocoa Village as an excursion option for cruise passengers by promotion through the on-board daily itinerary and on-board shopping channel.
    e. Work with the Brevard County Office of Tourism to leverage resources through increased buying power for billboards and electronic presence.

Community Development
(Redevelopment of the City's Core)





On multiple occasions throughout Cocoa's history it has seen both growth and decline. This has been in large part due to the transition of the local economy drivers from citrus, space, tourism and now the challenge to diversify for a more stable future. Cocoa has many assets that can be catalysts for revitalization, including a historic downtown, stable and historic neighborhoods, multimodal transportation, higher education institutions and rich artistic and cultural resources. In order to achieve revitalization, a multifaceted approach that encompasses improvements to the physical environment, economic base and social and economic conditions of the residents must take place. Through the development of intentional strategies the City's potential assets can be unlocked and bring about sustainable community redevelopment.

City of Cocoa staff members working with City Council appointed community stakeholders formed a committee to create the strategies needed to overcome the identified detractors of quality of life. The biggest challenge identified by the committee was attracting private investment to the long term underserved and disadvantaged areas of the City. Currently a dysfunctional market exist where new construction appraises for less than the actual construction costs, combined with the identified community conditions has resulted in the inability to attract development interest and continued disinvestment and decline within the City's core. Due to the overwhelming task of addressing all identified issues at once, a more incremental neighborhood approach was recommended.

Through the implementation of neighborhood improvement plans in the most distressed areas of the community, the overall vision of the City can be realized. Disinvestment and decline has occurred over a long and sustained period and will only be reversed through sustained efforts by the City and community partners.

Goal 1: Implement a Neighborhood Improvement Plan on a neighborhood by neighborhood basis throughout the City of Cocoa, especially those neighborhoods not being served by a community redevelopment area.

- Objective 1.1: Undertake neighborhood assessment to determine strengths and challenges
    a. Target area description (i.e., Fiske Blvd corridor, College Green, Cocoa North, etc.)
    b. Foster increased community participation to enable residents to assist with identifying issues and working collaboratively with stakeholders and community partners.



c. Social and demographic characteristics
d. Existing land use and housing characteristics
e. Identify recent code enforcement and police activity
f. Inventory of community facilities, park and recreation facilities and deficiencies
g. Infrastructure assessment
    i. Street conditions
    ii. Street lighting
    iii. Condition and gaps in sidewalks, pedestrian connectivity

- Objective 1.2: Identify strategies and resources needed to address issues and deficiencies identified in Objective 1.1.
    a. Concentrate resources in the identified neighborhoods, better match available services with community needs.
    b. Identify infrastructure needs and incorporate them based on the analysis completed.
    c. Identify housing restoration initiatives
        i. Homeownership assistance
        ii. Housing rehabilitation assistance
        iii. Code Enforcement sweep
        iv. Demolition of unsafe vacant structures
    d. Identify Nuisance Abatement Board and look at ways to empower and make more effective.
    e. Identify additional opportunities for community and recreational facilities
    f. Identify and Leverage resources from a variety of sources to invest in the identified neighborhood.
    g. Identify properties that qualify for the code compliance amnesty program.

Goal 2: Research the following programs and incentive opportunities and assess viability in targeted neighborhoods.

- Objective 2.1: Improve residential development and rehabilitation.
    a. Evaluate and develop incentives for new and existing residential development in targeted neighborhoods.
    b. Research and develop a program to increase the number of quality senior and veteran housing.





c. Expansion of façade grant program to include residential structures in targeted neighborhoods.
d. To assess non-profit capacity within the community to collaborate and partner by establishing a relationship with the University of Central Florida Center for Non-Profit Management.
e. Assist with the coordination of support partners for the community school concept at Endeavor Elementary School.
f. Evaluate each high density residential complex and develop a plan to improve the quality of life for residents living in and around the complex.

Goal 3: Promote equitable development to achieve and advance social, economic, health and environmental justice.

- Objective 3.1: To address community housing needs through a diversity of housing options.
    a. Continue the housing demolition program to ensure unsafe structures are removed from the housing inventory.
    b. Continue to gain voluntary code compliance through code enforcement action.
    c. Pursue grant funding to mitigate housing health concerns associated with lead based paint, asbestos, etc.

- Objective 3.2: To address industrial and commercial properties contaminated with hazardous waste or pollution.
    a. Maintain a brownfields program through application of grant funding and technical assistance.

Economic Development





The city of Cocoa has historically thrived as an epicenter for economic activity and vitality. Cocoa's thriving economy and quality of life can be attributed to its location and access. Located along the Indian River, Cocoa is centrally located in the region and the state while being surrounded by a highway system that connects Cocoa to other major markets such as Orlando, Jacksonville, Tampa, and Fort Lauderdale/Miami. Access to and partnerships with other major economic drivers such as Port Canaveral and Orlando International Airport has improved the quality of life for residents and visitors and facilitated the growth of the region as a whole. Unfortunately, the city has suffered an economic decline due to disinvestment and high unemployment rates.

The city of Cocoa has the potential to emerge again as a catalytic economic driver for the region by capitalizing on location, surplus of vacant developable land, and low-cost development as well as leveraging our local resource partners and programs. These opportunities will foster an economic environment that encourages existing business to expand as well as attract new business, investment, and jobs.

In spring 2015, the City of Cocoa put together a committee of residents, business owners, property owners, industry professionals, and resource partners joined by City staff to identify strategic economic development related issues and challenges. The committee assisted in the development of short-term and long-term action items to manage the identified strategic issues to improve Cocoa's identity as a business destination. Among the specific challenges related to economic development, the committee focused on perception, inventory and condition of industrial facilities, availability and cost of utilities, competitive and relevant incentive and grant programs, and commercial and residential private investment in Cocoa. The committee also addressed unique challenges facing Historic Cocoa Village. Implementing the City of Cocoa's Five (5) Year Strategic Plan will increase the City's ability to maintain and attract new industry, jobs, and investment.

Goal 1: Attraction & Recruitment of $100 million of taxable value by FY 2020

- Objective 1.1: Attraction of new business and industry through targeted marketing efforts, data collection and maintenance.
    a. The City should develop a marketing strategy that outlines efforts for attracting private capital investment and jobs in the City, to include targeted advertising campaigns and development of promotional materials.





b. The City should make presentations to key organizations and associations on economic development efforts in the City, to include programs, initiatives, and project updates and announcements.
c. The City should enhance the current economic development webpage to provide easier and quicker navigation for businesses and site selectors as well as allows for more flexibility for dissemination of information.
d. The City should identify areas of the City as certain business, commercial, industrial, or other districts.

- Objective 1.2: Recruit new business and industry to increase private capital investment and job creation.
    a. The City should commission an economic base analysis to determine the overall current economic climate of the City, identify challenges, and develop a strategy for implementation.
    b. The City should identify key commercial, industrial, and residential sites crucial for investment, to include sites near upcoming development projects.
    c. The City should identify priority vacant developable property and develop a plan for the provision of utilities to facilitate future development.
    d. The City should revise language in the ordinance to allow for land-clearing for development purposes.
    e. The City should waive fees related to land-clearing of vacant properties within City limits to encourage property owners to clear land, therefore providing for shorter time frames for development.
    f. The City should develop a customer relation management database that would capture relevant data on employers for the purposes of maintaining, tracking and querying information as well as understand the City's current industries and supply chain.
    g. The City should develop relevant economic incentives and assess the program and the City's competitiveness bi-annually to determine if they meet the current economic development needs of the community.

- Objective 1.3: Re-establish boundaries for the City through annexations that will result in additional taxable value.
    a. The City should systematically evaluate areas for annexation and place it within a priority list.



b. The City should seek joint collaboration with Brevard County and proactively pursue annexations of enclaves and other areas of the City to remove irregular boundaries.
c. The City should develop a marketing strategy that promotes the benefits of and incentives available for annexation.
d. The City should work to develop an annexation incentive program.

Goal 2: Retain and expand business and industry

- Objective 2.1: Foster a skilled workforce.
    a. The City should survey key industries in Cocoa to identify workforce needs and utilize the results to coordinate with local resource partners to develop a program and network for apprenticeship and internship programs.
    b. The City should promote existing certification programs at local high schools and technical school programs as a source to securing viable, well-paying jobs.
    c. The City should participate on activities and advisory committees of CareerSource Brevard, local schools and colleges.
    d. The City should link local employers with local education centers, such as Clearlake Education Center, for skills training programs for exiting employees.
    e. The City should identify public schools certification training programs relative to the employer needs in the community.

- Objective 2.2: Retain existing industry and jobs.
    a. The City should identify incentives that meet the needs of existing businesses seeking to expand.
    b. The City should foster a stronger partnership with CareerSource Brevard to help identify businesses in Cocoa that require employee training to retain jobs.

Goal 3: Increase the economic prosperity of Historic Cocoa Village.

- Objective 3.1: Ensure that there is adequate parking available to meet the needs of the downtown business patrons.
    a. The City should identify a location for a parking structure that would not limit the growth potential of Historic Cocoa Village.





b. The City should design and implement a parking enforcement program.
c. The City should obtain ownership of Lee Wenner Park from Brevard County for additional parking and enhancement of Riverfront Park.
d. The City should identify ways to foster a more pedestrian-orientated downtown, to include providing accessibility to Cocoa Village from the north side of State Road 520.

- Objective 3.2: Increase the number of permanent residents living within Historic Cocoa Village.
    a. The City and the Community Redevelopment Agency should seek to incentivize redevelopment of the consent decree area west of Florida Avenue.
    b. The City should seek to leverage remaining vacant Cocoa CRA owned land for development of residential or mixed-use.

Fiscal Sustainability





It is the City's continuous goal to provide essential and critical services, maintain the adequate funding of reserves and provide resources to promote affordable and sustainable growth in the City of Cocoa. Local governments face the challenges of meeting multi-year labor contract obligations and the continued rise in operating costs despite the flat to declining revenue trends. Like many communities, the City of Cocoa was substantially impacted by the Great Recession while at the same time service demands have increased. From fiscal year 2009 to fiscal year 2013 the City of Cocoa saw a decrease in taxable valuation of 40.5%. While the City has seen a slight increase in taxable valuation since 2013, the level of increase annually will most likely never return to pre-recession levels.

The City has initiated a strategic planning process to guide the actions of the City based on strategic issues of importance, of which one issue is fiscal sustainability. A committee of nine members representing a variety of backgrounds addressed a myriad of financial topics such as expenditure control, revenue diversification, and long term financial planning. The results provide a roadmap for the City to follow in order to ensure it is financially sustainable.

Goal 1: Maintain long term fiscal sustainability

- Objective 1.1: Maintain and control the expenditure levels, and reduce when appropriate, while not substantially affecting the levels of service.
    a. Work with a financial consultant to annually update a financial analysis model.
    b. Periodically review existing charges for services and costs to provide the services.
    c. Review unfunded liabilities and develop long term solutions to address them.
    d. Systematically review all departments operations and related expenditures.
    e. Evaluate multi-year budgeting.

- Objective 1.2: Diversify and enhance the revenue base available to fund city operations.
    a. Evaluate and consider alternate and new revenue sources.
    b. Invest in catalytic and strategic projects that result in an enhanced property base.
    c. Monitor legislative changes that provide for enhancement or additional revenue sources.

Goal 2: Promote greater transparency in budgeting and financial matters

- Objective 2.1: Encourage stakeholders to participate in budget workshops and meetings.





a. Expand the use of social media to promote budget meetings and workshops.
b. Identify opportunities to present the budgetary matters in an unconventional method.

- Objective 2.2: Educate community stakeholders
    a. Develop interactive budget and financial models for stakeholders.
    b. Promote the awareness and utility of the Popular Annual Financial Report (PAFR).
    c. Hold staff instructed budget 101 classes with stakeholders.

Goal 3: Continuously increase organizational efficiency and effectiveness

- Objective 3.1: Systematically evaluate service delivery methods
    a. Determine if the service is best achieved by staff members or by external organizations.
    b. Develop performance improvement and innovation teams
    c. Evaluate internal processes to achieve maximum efficiency and effectiveness.

- Objective 3.2: Implement a performance measurement system across the City organization
    a. Create performance indicators for each City department.
    b. Evaluate annually city-wide performance indicators for reporting accuracy.

Public Safety





The City of Cocoa has provided police and fire services to the citizens of Cocoa for more than 60 years. Throughout the history, the services have expanded to meet the growth of the City from a few thousand residents to now more than 18,000. The city of Cocoa has historically maintained a higher public safety call volume per capita than other similarly sized communities. This is due in part to the social and economic challenges facing the community as a whole. The City has met this demand in services by allocating approximately 47% of the fiscal year 2015 annual general fund budget to police and fire services. In order to continue to balance the public safety service demand and provide exceptional services, the City will have to allocate future resources strategically. Through strategic planning for personnel, equipment and facilities over the next 5 years, Cocoa residents, businesses and visitors can be confident the services will be available to enhance their quality of life.

Goal 1: To ensure that public safety resources are strategically allocated to provide the most effective and efficient delivery of public safety services.

- Objective 1.1: To incorporate data based decision making when determining effective and efficient delivery of services.
    a. Monitor the top incident locations based on calls for service and develop an action plan for each location.
    b. Monitor the top incident types and develop an action plan for each type.
    c. Work with adjacent jurisdictions to increase service levels to the City residents.

- Objective 1.2: To ensure training and equipment are sufficient to meet service demands.
    a. Continuously update training manuals consistent with statutory requirements and mandates.
    b. Ensure the proper specialized training is completed to meet service demands.

- Objective 1.3: To incorporate advances in technology related to effective and efficient delivery of public safety services.
    a. Continually research new and emerging technologies as they relate to effective and efficient delivery of public safety services.
    b. Enhance the community's ability to communicate with public safety providers through non-traditional means.

- Objective 1.4: To engage the citizens in the public safety service delivery process.
    a. Attend and present up to date statistical information at public meetings.





b. Incorporate public safety service delivery questions into a city wide citizen survey.
c. Promote the ride along program for City of Cocoa citizens.

Employees





The City of Cocoa provides citizens with a variety of services to meet their basic needs as well as enhance their living and visitation experience. The delivery of these services is dependent upon the employees of the City who have direct and indirect contact with the citizens and visitors. In order to recruit and retain a qualified workforce the City faces many challenges related to external and internal factors. As the local economy continues a rebound from the last recession, competition with the private sector will continue to a challenge facing the City due to wage disparities and advancement potential. The internal challenges associated with retention, a reflective workforce and advancement were the focus of the committee as they could be managed if planned for properly. The future success of the service delivery of the City of Cocoa is dependent upon the successful implementation of the goals created by members of the Employee Committee.

Goal 1: To recruit a highly qualified workforce that is reflective of the community they represent.

- Objective 1.1: Develop staffing plans to ensure the departments are hiring the highest caliber of job applicants through a streamlined, efficient and transparent recruitment process, while adhering fully to all legal hiring procedures.
    a. Maintain a job board for postings in key areas (internal work areas and public viewing areas)
    b. Provide a summary sheet of current postings (position, closing date, salary grade, qualifications)
    c. Utilize social media avenues to increase applicant flow
    d. Promote employment with the City of Cocoa through a P.R.I.D.E. campaign.
    e. Increase recruitment efforts by participation in job fairs, networking activities and local schools.

- Objective 1.2: Ensure the demographics of the City of Cocoa employees are reflective of the community in which they serve by targeted recruitment activities.
    a. Use updated affirmative action data to create a plan to attract qualified minority candidates for both supervisory and non-supervisory positions.
    b. Increase recruitment efforts of veteran applicants through targeted recruitment activities.
    c. Implement an employee referral program.

- Objective 1.3: To improve the internal applicant process.
    a. Revise the internal applicant process through Neogov.





b. Provide career workshops for employees to assist in the internal job applicant process and develop employee responsibility of self-advocacy.

Goal 2: To improve the retention and development of current employees.

- Objective 2.1: Ensure all employees have the proper training to complete their duties as assigned.
    a. Ensure employees receive new hire orientation training.
    b. Implement a standard new supervisory training program.
    c. Implement a standard new employee training program.
    d. Provide easy, reliable access to information regarding benefits, opportunities and news related to the City of Cocoa.
    e. Develop internal trainers based on expertise (train the trainers).

- Objective 2.2: Develop a succession planning program to prepare the City for the retirement of long-tenured employees, especially in organizationally critical positions.
    a. Develop a performance management system to ensure employees are properly evaluated.
    b. Develop a job shadowing program to give internal employees a chance to see what the new position will entail, deeper.
    c. Continuously monitor turnover rates by department and make adjustments to ensure talent is being retained.

Goal 3: To reduce the employee's exposure to the impact of unfortunate events while maintaining a high level of service.

- Objective 3.1: Ensure all employees work in a secure and safe environment.
    a. Recognize those employees practicing safe working habits.
    b. Implement a driving safety program
    c. Establish a wellness committee to develop and monitor wellness programs.

Civic Engagement





In the summer of 2014 the City of Cocoa submitted a project proposal to Lead Brevard for the purposes of brining in outside professionals to evaluate and design a civic engagement program for the City. The proposal was accepted and the work was completed in the Spring of 2015. The group presented their findings to the City Council in April of 2015 as well as the overall Lead Brevard organization. The group presented their findings in the form of recommendations for the City to carry out near term and long term. Their findings were divided among 5 focus areas Volunteer Boards, Business Engagement, Electronic Communication, Public Meetings and Policy Review.

Volunteer Boards:

1. Increase recruitment and/or qualification efforts
    a. Seek support from faith-based community to promote and/or nominate members to sit on different boards.
    b. Allow willing volunteers to sit on more than one board concurrently.
    c. Re-evaluate meeting frequency and/or schedule of all boards; to ensure attendance obligations are manageable.
    d. Create commercial/info-mercial of upcoming available volunteer board positions and how to apply. Distribute to community businesses to be shown in lobbies, waiting rooms, shopping centers, ect.
2. Develop a traning program for prospective and sitting board members, for example "City of Cocoa Volunteer Academy."
    a. Overview of City Government
    b. Future of the City of Cocoa
    c. How to make and impact
    d. Layman friendly descriptions of all volunteer boards and scope of volunteer's responsibility
    e. Provide a "graduation" recognition for all participants at a City Council meeting
3. Increase recognition of volunteer board members
    a. Create a float for the winter holiday parade for "City Volunteer Heroes"
    b. Do a better job of promotion of the event to the local media and integrate some sort of volunteer recruitment portion to the programming
    c. City council meeting recognition of a "Volunteer Board member of the month"
    d. Promote individual volunteer in the quarterly FYI along with information on how to be involved.

Civic Engagement





Business Engagement

1. Develop a survey to be used for the purposes of obtaining information regarding business programs and trainings.
2. Develop and active business list incorporating various information for communication and basic information.
3. Increase communication between the Cocoa Village associations and Diamond Square to provide support for a business corridor in Diamond Square.
4. Expand programs for manufacturing recruitment, support and retention.
5. Celebrate small, medium and large businesses at least semi-annually in council meetings and annual events.

Electronic Communication

1. Utilize online survey tools to solicit information from citizens.
2. Use social media to engage followers
    a. Reach out for true Facebook Analysis and review
    b. Recommend spending money to advertise on Facebook specific posts for things related to Cocoa Village.
    c. Recommend City Council/Mayor create a running Blog on a website with each post shared through social media.
3. Website
    a. Improve Google website mapping so that true City of Cocoa shows up
    b. Create a page on website directly linking how to get involved.
    c. Create fire and police websites with direct links on the City website

Public Meetings

1. Annual survey to be sent out to include alternate meeting locations
2. Increase the publicity of meetings
    a. Post information at schools, medical facilities and shops
3. Alternative meeting mediums/promotion
    a. Satellite meeting locations
    b. Water bill and faith based community solicitation
    c. Utilize SCGTV promotional videos

Legislation Details (With Text)

File #:	16-40	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/1/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	Presentation of the Economic Base Analysis final report conducted by The Balmoral Group. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Agreement_TheBalmoralGroup2015May19.pdf Cocoa Econ Base Analysis Final Report (City Comments) 2015 Dec 30.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 1, 2016
Agenda Date: March 22, 2016
Prepared By: Joan Junkala, Economic Development Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Presentation of the Economic Base Analysis final report conducted by The Balmoral Group.

BACKGROUND:

In January 2015, the Office of Economic Development put out a Request for Proposals (RFP) for an Economic Base Analysis that would compile and aggregate data on Cocoa's current economic climate and utilize such data to explore potential opportunities to further enhance the quality of life of the community and expand the tax base of the City. The analysis will also define best practices and an approach for implementation in areas such as targeting industries suitable to Cocoa, increasing job opportunities and building a sustainable workforce, development and revitalization of major corridors, and attract more private capital investment in the City.

On April 14, 2015, City Council accepted the Selection Committee's recommendation to award the RFP to The Balmoral Group.

In January 2016, the Office of Economic Development received the Economic Base Analysis Final Report.

STRATEGIC PLAN CONNECTION:

Specifically, the Economic Development and Community Development strategic issues will be directly impacted by implementation of the recommendations outlined in the Economic Base Analysis. While those two strategic issues will be directly connected to this analysis, it is imperative to note that the other five strategic issues could also be positively and indirectly impacted.

BUDGETARY IMPACT:

This agenda item has no budgetary impact.

PREVIOUS ACTION:

On April 14, 2015, City Council accepted the Selection Committee's recommendation to award the RFP to The Balmoral Group.

RECOMMENDED MOTION:

Presentation of the Economic Base Analysis final report conducted by The Balmoral Group.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 19 day of May, 2015, by and between **THE BALMORAL GROUP LLC**, a Florida limited liability company("Consultant"), whose principle mailing address is 165 Lincoln Avenue, Winter Park, Florida 32789, and **THE CITY OF COCOA**, a Florida municipal corporation, ("City"), whose principle mailing address is 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH:

WHEREAS, the City seeks a consultant to determine the overall current economic climate of the City, identify challenges, and develop a strategy for improvement; and

WHEREAS, the City sought proposals from qualified firms pursuant to its Request for Proposals for Economic Base Analysis, #P-15-05-COC ("RFP"); and

WHEREAS, based on the proposal ranking and an evaluation of the costs for services of the top-ranked firms, the RFP Selection Committee selected Consultant for the provision of economic base analysis services; and

WHEREAS, the City and Consultant desire to memorialize the City's RFP and Consultant's proposal in response to same through the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the City and Contractor hereby agree as follows:

ARTICLE 1 – RECITALS

The foregoing recitals are hereby deemed true and correct and are hereby incorporated herein by this reference.

ARTICLE 2 – ENGAGEMENT

The City hereby engages Contractor and Contractor hereby agrees to perform the services outlined in this Agreement for the stated fee arrangement. No prior or present agreements or representations shall be binding upon any party hereto unless incorporated in this Agreement.

ARTICLE 3 - TERM

This Agreement shall become effective upon execution by both parties hereto and shall remain in effect until September 30, 2015, unless either party chooses to exercise its rights under Article 28, Termination.

ARTICLE 4 – AGREEMENT ADMINISTRATION

Contractor shall provide the City with the name, position, and contact information for the individual(s) that will provide general direction of the administration of the Agreement for Contractor, and who shall act as the Contractor's representative during the performance of this Agreement. The City's representative during the performance of this Agreement is Joan Junkala, the City's Economic Development Manager. Each party to this Agreement agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Agreement.

ARTICLE 5 – SCOPE OF SERVICES / TIME FOR PERFORMANCE IS OF THE ESSENCE

Contractor shall do, perform, deliver and carry out, in a professional manner, the type of services as set forth in **Exhibit "A,"** Scope of Services, attached hereto and fully incorporated herein by this reference ("Services"). **The Services shall be fully performed on or before September 30, 2015 and time is of the essence.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement prior to September 30, 2015, Contractor shall be in default and the City may hold the Contractor liable for any damages caused to the City by reason of such default. In the event of such default, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The 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 by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined. This provision shall survive termination of this Agreement.

ARTICLE 6 – PAYMENT OF CONTRACTOR

The City shall pay to Contractor Forty-Nine Thousand Five Hundred and Eighty Dollars and no/100 ($49,580.00) for the services as described in **Exhibit "A,"** Scope of Services. The Contractor will invoice the City on a monthly basis. This is a not-to-exceed price Agreement.

Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the Agreement Administrator, indicating that the services being invoiced are in conformity with the Agreement. The invoices will be sent to the Finance Department for payment. Payments shall be processed consistent with the Florida Local Government Prompt Payment Act.

ARTICLE 7 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage and rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

ARTICLE 8 – INSURANCE

In the performance of work and services under this Agreement, Contractor agrees to comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

The following are required types and minimum limits of insurance coverage which the Contractor agrees to maintain during the term of this Agreement:

COVERAGE	MINIMUM LIMITS
General and Auto Liability	$1,000,000 per person/incident $1,000,000 incident
Professional Liability (if applicable)	$1,000,000
Worker's Compensation	Statutory

Neither Contractor nor any subcontractor shall commence work under this Agreement until they have obtained all insurance required under this section and have supplied the City's Agreement Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates. All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policyholders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided shall be per Occurrence, not Claims Made, forms. The Contractor's insurance policies shall be endorsed to add the City of Cocoa as an Additional Insured. The Contractor shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice have been given to the City by certified mail.

Contractor shall indemnify and save the City harmless for any damage resulting to it for failure of either Contractor or any subcontractor to take out or maintain such insurance.

ARTICLE 9 – INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform Contractor's obligations pursuant to this Agreement.

ARTICLE 10 – LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that the City's liability for any breach never exceeds the sum of $100. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of $100 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, Contractor agrees that the City shall not be liable to Contractor for damages in the amount in excess of $100, which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

ARTICLE 11 – SAFETY

Precautions shall be exercised at all times for the protection of all persons (including the City's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standard of safety. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

ARTICLE 12 – NONDISCRIMINATION

The Contractor warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin or physical handicap.

ARTICLE 13 – DRUG FEE WORKPLACE

In accordance with Florida Statues 287.087, the Contractor warrants that it is a drug free workplace.

ARTICLE 14 – PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO ($15,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 15 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performances if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

ARTICLE 16 – ARREARS

The Contractor shall not pledge the City's credit or make it guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 – WARRANTY

The Contractor warrants that skilled and competent personnel to the highest professional standards in the field shall perform all services.

ARTICLE 18 – INDEPENDENT CONTRACTOR

The Contractor agrees that it is an Independent Contractor with respect to the services provided pursuant to this Agreement, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work; the City's interest is in the results obtained. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

ARTICLE 19 – ASSIGNMENT

This Agreement may not be assigned without the prior written consent of the City. Any attempt to assign this Agreement without prior written consent of the City shall render the Agreement null and void with respect to the attempted assignee.

ARTICLE 20 – SUBCONTRACTORS

No part of this Agreement shall be sublet without the prior written approval of the City. If the Contractor shall sublet any portion of this Agreement, the Contractor shall be fully responsible to the City for acts and omissions of a subcontractor, and of persons either directly or indirectly employed or retained by Contractor. The subcontractor is subject to the same contractual provision as is Contractor under this Agreement, including but not limited to insurance requirements, records maintenance, and audit requirements.

ARTICLE 21 – NONWAIVER

No inspection by the City, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the City of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved to the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

ARTICLE 22 – CONTINGENT FEES.

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

ARTICLE 23 – ACCESS AND AUDITS

The Contractor shall maintain records on the City's projects, in accordance with generally accepted accounting practices to substantiate all invoiced amounts. Said records will be available to the City during the Contractor's normal business hours for a period of two (2) years after the Contractor's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and taxes) incurred herein. Should such an audit by the City reveal monies owed to the City, the Contractor shall reimburse the City for the cost of the audit and pay the principal overcharge amount owed the City plus interest accrued at the prime interest rate in effect on the date of discovery. Said interest rate shall apply to the principal overcharge amount revealed in the audit for the period from the original payment due date(s) to the payment by the Contractor of all monies owed.

ARTICLE 24 – ENTIRE GREEMENT

The City and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

ARTICLE 25 – INTEGRATION; MODIFICATION

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

ARTICLE 26 – SEVERABILITY

If a word, sentence, phrase, clause or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, phrase, clause or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, phrase, clause or paragraph did not exist.

ARTICLE 27 – NOTICE

All notices required in the Agreement shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

To City:
John A. Titkanich, City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8660 (Phone)
(321)433- 8690 (Fax)

w/copy to:
Anthony A. Garganese, City Attorney
Brown, Garganese, Weiss, & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566 (Phone)
(407) 425-9596 (Fax)

To Consultant:
Valerie Seidel, President
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
407·629·2185 (Phone)
407·629·2183 (Fax)

ARTICLE 28 – TERMINATION

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The 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 by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the contract by giving written notice to the Contractor ten (10) days prior to the effective date of such cancellation.

ARTICLE 29 – EXCLUSIVITY

This is not an exclusive Agreement. The City may, at its sole discretion, contract with other **entities for work similar to that to be performed by the Contractor hereunder.**

ARTICLE 30 – GOVERNING LAW & VENUE

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

ARTICLE 31 – ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to

appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 32 – SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the state or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

ARTICLE 33 - CORPORATE REPRESENTATIONS BY CONTRACTOR

Contractor hereby represents and warrants to the City the following:

a. Contractor is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.
b. The undersigned signatory for Contractor has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by Contractor has been duly authorized by the board of directors and/or president of Contractor. In support of said representation, Contractor agrees to provide a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.
c. Contractor is duly licensed under all local, state and federal laws to provide the work stated in the Scope of Services set forth in Exhibit "A". In support of said representation, Contractor agrees to provide a copy of all said licenses to the City prior to the execution of this Agreement.

ARTICLE 34 - PUBLIC RECORDS

In accordance with section 119.0701, Florida Statutes, Contractor agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Contractor agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Contractor also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost

that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Contractor shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Contractor does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that Contractor fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Contractor's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Contractor. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Contractor's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

ARTICLE 35 - HEADINGS - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

ARTICLE 36 - WAIVER AND ELECTION OF REMEDIES - Waiver by either party of any term or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

ARTICLE 37 - DRAFTING – City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

(Execution Page Follows)

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

CITY:

City of Cocoa, Florida,
a Florida municipal corporation.

By: _____
John A. Titkanich, City Manager

Attest:

By: _____
Joan Clark, City Clerk

CONTRACTOR:

The Balmoral Group,
a Florida limited liability company.

By: _____
Print Name: Valerie Seidel
Title: President

WITNESSES:

_____
Print Name: Alicia Barker

_____
Print Name: Courtney Cortez

EXHIBIT "A"
SCOPE OF SERVICES

April 28, 2015

Joan A. Junkala, CEG
Economic Development Manager
65 Stone Street, Cocoa, FL 32922
(321) 433-8525 I Fax: (321) 433-8526
jjunkala@cocoafl.org

RE: The City of Cocoa
Economic Base Analysis
Task Work Order

Dear Joan,

The Balmoral Group appreciates the opportunity to provide services to the City of Cocoa for an Economic Base Analysis. In accordance with our proposal dated February 19, 2015 we propose the following tasks, schedule and associated costs.

Task	Key Functional Subtasks	Projected Task End Dates	Cost
1 **Data Collection/ Business Survey**	***Project Kickoff***	19-May	
	Core Data Collection and Analysis: BLS, IEC, Nielsen, FDOR, Census, etc.	15-Jun	
	Assess comparative advantages, potential targeted industry sectors, supply chain, workforce	15-Jun	
	Preliminary SWOT & Corridor analysis; Preliminary Stakeholder interviews	21-Jun	
	Draft Survey and Sample	21-Jun	
	Distribute Survey	1-Jul	
	Deliverable: Draft Report, Analysis of economic base	14-Jul	$ 24,500.00
2 **Business Environment Focus Groups**	Prepare Focus Group Methodology & Schedule	14-Aug	
	Interviews with City staff	31-Aug	
	Interviews with Community leaders, Business Stakeholders	31-Aug	
	Draft Local Economic Development Strategies	31-Aug	
	SWOT Analysis, Additional Surveys and Focus Groups	8-Sep	
	Deliverable: Draft Summary of Findings, and Corresponding Economic Development Strategies	8-Sep	$ 20,100.00

Task	Key Functional Subtasks	Projected Task End Dates	Cost
3 **Final Report and Recommendations**	Draft Report Recommendations	4-Sep	
	Define Strategy Progress Criteria and Milestones	15-Sep	
	Deliverables: Report summarizing recommended economic development strategies o Identification of challenges and potential solutions o Comprehensive and prioritized action plans o Comprehensive analysis of expected industry changes and local transport corridor o A thorough analysis of the City's Strengths, Weaknesses, Opportunities, Threats and Trends o Appendices including detailed descriptions of local economic climate, competitive assessment, real estate marketplace and infrastructure GIS Maps and database of pertinent statistics and acquired data Excel spreadsheets of quantitative data on city parcels, including existing and planned facilities and capacity		
	Detailed interview notes with Industry Key Players	23-Sep	$ 4,980.00
		Total	$ 49,580.00

Our fee for the services as described above is as follows:

- The City of will be invoiced on a lump sum basis monthly, based on task percent complete.
- All direct costs are included in the hourly rate.
- Any additional services requested, but not part of this submittal, will be invoiced on a mutually agreed upon fee. Authorization under this task must be in writing.

This proposal, together with the General Terms and Conditions, which have been received and reviewed, represents the entire understanding between The City of Cocoa and The Balmoral Group. This proposal, once accepted, may only be modified in writing with the consensus of both parties. If this proposal meets with your approval, please sign both enclosed

Best,

Valerie Seidel
President

APPROVED AND ACCEPTED

By: _____ 5/19/15
Joan A. Junkala, CEG
The City of Cocoa

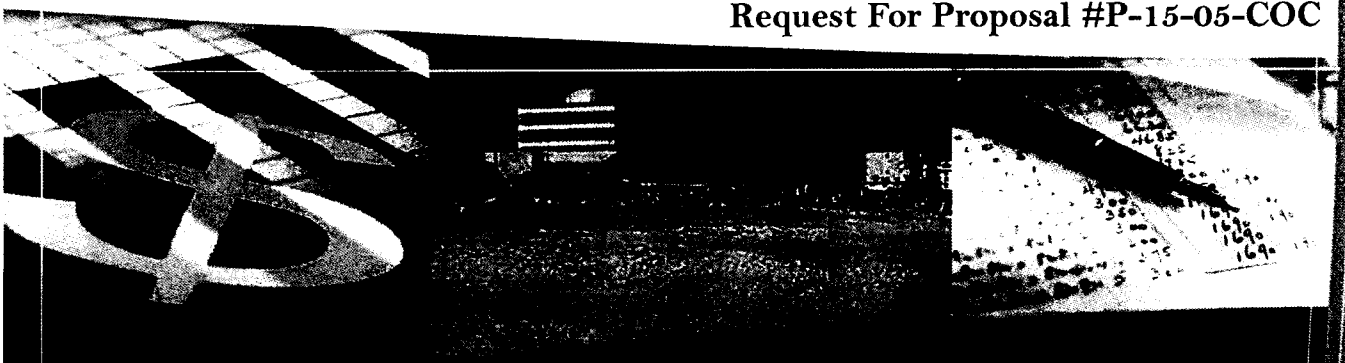
Date: 5/19/2015

Date:
2-19-2015

CITY OF COCOA

Proposal for Providing Economic Base Analysis

Request For Proposal #P-15-05-COC



The Balmoral Group

Request for Proposal's Subject, Title and Proposal Number
The City Of Cocoa Request for Proposal #P-15-05-COC
Economic Base Analysis

Firm Name:
The Balmoral Group, LLC

Contact Person:
Valerie Seidel, President
165 Lincoln Avenue
Winter Park, FL 32789
407-629-2185 x104

Date of Proposal:
February 19, 2015

February 19, 2015

H.J. Rowan, Purchasing Manager
Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

Dear Mr. Rowan,

The Balmoral Group is pleased to submit this proposal to assist the City of Cocoa in developing an Economic Base Analysis. Planning exercises of the pre-boom days in Florida typically focused on land use ("build it and they will come"), which most experts now recognize will not be a sound economic development principle for some time in this region. Critical to a successful outcome of this project will be a solid understanding of the underlying economic drivers in the City of Cocoa, the vision and goals of its elected officials, its workforce and infrastructure capacity to support various industries and economic sectors, and its relative standing to competing or complementary cities and counties in the area. To achieve these objectives, the City seeks a consultant to:

1. Determine the overall current economic climate of the City, identify challenges, and develop a strategy for improvement.
2. Utilize various analyses such as, but not limited to, Gap, Shift-Share, and S.W.O.T.T., and identify target industry sectors, opportunities for new development and redevelopment, opportunities for attracting capital investment (including foreign-direct investment) and jobs, and strategies for building a skilled workforce.

A successful outcome of this project will provide the City with a roadmap to an economic development plan that is supported by the City's business stakeholders, workforce, infrastructure, education base, and development potential.

As anyone in business will agree in the post-recession world, sound economic principles must support short- and long-term business planning to achieve a sustainable marketplace. The Balmoral Group (TBG) is uniquely qualified to marry Cocoa's economic development objectives with its capacity and resources.

Detailed resumes are included for each of the key personnel committed to this project, outlining specific experience and skills each team member brings to this study. Our team is excited for this opportunity, and dedicated to its success. Each of our team members is

committed to making this our highest priority, and will dedicate our resources to offer expertise and resources that will withstand critique and the test of time. This is the type of project our team members are **known for, specialize in, and enjoy.**

We have organized this package in accordance with the RFP instructions; the Table of Contents provides detail of each section of our proposal. We understand and acknowledge all terms and conditions of the RFP, and the undersigned is authorized to commit our firm to perform the work included in the proposal.

The Balmoral Group understands the effort required to successfully complete the proposed assignment, and commits appropriate resources to do so. We look forward to the opportunity to further demonstrate our capabilities to you.

Best Regards,

Valerie Seidel
President

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As prudent planning, the City of Cocoa wishes to better understand its economic opportunities. While blessed with a desirable demographic mix of residents and visitors, the City recognizes the need to maintain competitiveness, provide offerings that are appealing to compatible demographics, and support business growth and prosperity. The optimal business mix for each area is likely to be different, and the market share achievable for each area will also vary.

Our team members have successfully completed several past projects that are directly comparable to the proposed scope of work, and have gained experience that will directly benefit this project. The Balmoral Group provides clear and useful results based on objective analysis. Our skills include qualitative analysis based on expert opinion and published precedent, and quantitative analysis based on economic principles and rigorous modeling. We understand the importance of converting technical knowledge into practical recommendations. Past clients have complimented our abilities to convey complex matters in laymen's terms and to provide reference materials that are useful long after project completion.

Our economists will approach the City's requests with a mandate to ensure the objectives are met. First, we will use the Kickoff Meeting to establish specific long-term or short-term outcomes that are critical to the City. We will use the intended outcomes to frame the analysis we perform. Using detailed spending data, census information, and GIS property data, we will build a baseline economic profile for each area to understand its current economic activity, additional capacity available, any gaps in offerings, and customer types. Our professional economists are experienced in teasing out the mix of seasonal residents, workers, and visitors that comprise a population, and will apply proven methodologies to the study.

The Balmoral Group also has a lengthy record of securing useful input through the tools of surveys and structured interviews. The Balmoral Group has successfully managed large surveys and questionnaires distributed by mail, email, telephone, and online devices. Working closely with our clients as partners in survey administration has yielded survey response rates that are much higher than typical random surveys. TBG has conducted extensive surveys for various clients including the State of Florida (DACS, DEP, DOT, and DEO), Florida Gulf Coast University, UCF, Tampa Bay Water, the Cities of Palm Bay and Pompano Beach, Seminole and Martin Counties, and others. Surveys are designed for the needs of each client and vary by depth of information required; some surveys were internal and others depended entirely on the engagement of external stakeholders. As described in our biographical sketches and resumes, our economic analysis experience has spanned the gamut, from pure statistical data collection to extensive modeling of policy choices.

The Balmoral Group's economic staff is keenly aware of economic development throughout the U.S. and internationally, and the impact of market forces on the City's specific goals will be assessed with respect to each industry sector and customer segment. In addition, we will rely on direct communication with merchants, investors, and business representatives in the City to understand the outlook and plans for each area and to vet potential recommendations for policy adjustments, incentives, and other approaches to achieving the City's goals. The Balmoral Group subscribes to numerous critical data sources that will be valuable to this study, but data is only an input; we will apply the practical knowledge and professional experience of our economists to match policy initiatives to demographic goals and economic outcomes.

Finally, we will prepare a report providing specific recommendations, including appropriate language that may be used to implement any suggested policy or incentive changes. The recommendations will be grounded in analysis based on detailed quantitative and qualitative data, which will be provided in accessible form for reference use by City staff. The report will be provided with adequate time for City staff to review and provide feedback, which our economists will incorporate into a final report. We will formally present the findings to City Council or another body, as deemed appropriate by the project team.

The Balmoral Group (TBG) is an economic and civil engineering consulting firm located in Winter Park, Florida with additional offices in Tallahassee and Sydney, Australia. Our firm was founded with the motto "The knowledge you need, the integrity you trust," and we have been successful because our clients rely on us for timely, accurate and consistent work product. For this project, we have assembled a team with the precise combination of expertise, cost-effectiveness and availability to achieve the City of Cocoa's objectives.

The Balmoral Group was founded in 2004 and currently employs twenty-two individuals of diverse background, all with strong technical expertise and qualifications; more than half our staff holds advanced degrees in their chosen field. The firm is DBE-certified with the States of Florida and Virginia. The firm combines strong financial, economic, policy and Geographic Information Systems (GIS) analysis capabilities backed by solid engineering and science skills. We have completed precedent-setting studies and analyses for public clients and public-private consortia to address policy issues and resource allocation decisions. Our techniques include sophisticated statistical analysis and surveying, GIS modeling, and specialized stakeholder communication. Current and past clients, including state agencies in Florida, Georgia, Virginia, Australia and elsewhere, benefit from the wealth of data our economic staff has at its fingertips, including geocoded economic, demographic and land use data.

TBG has achieved a diversified client base, including private clients, cities, counties, FDOT, FDEP, DCA (now DEO), SWFWMD, NWFWMD, FDACS, UCF, and USF. The firm's economists and analysts are called upon by clients when they encounter complex situations, and have forged close relationships with academic experts to stay fully apprised of emerging research and techniques. With a mission to provide top-tier professional talent in an environment that rewards innovation, integrity, and individual achievement, the firm has invested heavily in Information Technology, training, and business systems to support the long-term growth and technical proficiency of staff. The company's investments in technology have paid off in generating very efficient production for our clients.

The firm is a limited liability company organized under the Laws of Florida and is governed by four principals with gross receipts between $1 million and $5 million. TBG maintains professional liability insurance and has an overhead audit performed annually by an independent CPA. TBG has no pending sanctions and has not had any litigation since the firm's founding in 2004.

The Balmoral Group has assembled a team with the appropriate skillsets and qualifications to develop the basis for a guiding economic strategy document for the City of Cocoa. This section describes the team's background and qualifications for completing this project.

Compiling Economic Baseline Analyses

Compilation of baseline economic data is a core strength of The Balmoral Group. We believe that good economists must be good statisticians, and a deep understanding of the sources, context, and market distortions that can cause data anomalies is critical to meaningful analysis. In addition, analysis of economic impacts or implications requires extensive data collection and preparation before any calculations can be completed, so this is a prerequisite for many of our projects.

Our economists typically begin studying a community's economic base by collecting published data summarizing employment, revenue, and firm size by industry type, and as a proportion of all business activity in the community. Readily available data that can be quickly compiled is used, allowing for monitoring of trends after project completion. We then compare the compiled economic information to population demographics, including workforce age cohorts, educational attainment, diversity of foreign-born residents, and other indicators shown by economic literature to be correlated with various economic outcomes. Finally, the compiled data is compared and contrasted with regional (usually meaning the MSA[1]), statewide, and national benchmarks for industry composition. These steps provide the basis for subsequent analysis.

A recent example includes economic impact analysis and fiscal impact analysis for the Perimeter Community Improvement Districts (PCIDs) in the Atlanta metro area. The Balmoral Group used U.S. Census population and employment data and commercial real estate data to estimate the fiscal and economic impact of three major infrastructure projects dating from 2008 to 2014. The information gathered for the final report assessed tax revenues generated for the PCIDs as well as the State of Georgia, plus employment rates and 10-year economic projections.

Empirical data without context is rarely useful; interviews with stakeholders in the community are a critical component to understanding the economic drivers within each marketplace, i.e., the "secret sauce" that attracts and retains business owners and investors (or fails to do so). The same statistics will not be applicable to each community, or even necessarily to subsets of a particular community. In an area as diverse as the City of Cocoa, with business enterprise

[1] Metropolitan Statistical Area

involved in a spectrum of activities from retail to construction, it is reasonable to assume that datapoints that define and project activity well for one area of the City may be irrelevant in another. **Table 1** provides some examples of projects for which compiling empirical data to define the economic base were critical components.

TABLE 1. EXAMPLE PROJECTS - ECONOMIC BASE STUDY

Areas of Demonstrated Experience	City of Pompano Beach Strategic Plan Economic Analysis	City of Palm Bay Economic Development Focus Groups	Martin County Economic Development	TBEP 50-year Mitigation Plan: Economic Analysis	City of Palm Bay Enterprise Zone Development	Highlands County IDA Economic Assessment	Mt. Dora Economic Analysis: Proposed Trail Network	Seminole County Business Resource Inventory	FDOT Strategic Resource Evaluation Study	Florida DEO - Coastal Resiliency Plan
Evaluation of retail spending, composition & economic impact	■	■	■	■	■	■	■	■	■	■
Detailed correlations of demographic and commerce data	•	•	•		•	•	•			•
Analysis and mapping of economic and GIS data	■	■	■	■	■	■	■	■	■	■
Experience with competitive/ comparison community analysis	•	•	•		•		•	•	•	
Inventory of commercial and Industrial Space	■	■	■	■	■	■	■	■	■	■
Identification of industry clusters and supply chain gaps	•	•	•		•	•	•	•	•	
Facilitating business community stakeholder participation	■	■	■	■	■	■	■	■	■	■
Business community SWOT analysis	•	•	•		•	•	•			
Prioritization and ranking of incentives, policies and regulations	■	■	■	■	■	■	■	■	■	■

Identification and Quantification of Economic Development Constraints and Opportunities

Economics is both art and science. To add rigor and reliability to the analysis of a community's economic development constraints and opportunities, The Balmoral Group has developed

proprietary algorithms. Our modeling approaches identify the effects of marketplace perception that are likely to accurately predict successful implementation outcomes. A beautifully prepared plan will gather dust on a shelf if local constraints and opportunities – including local political will, entrepreneurial capacity, and human capital - are poorly matched to strategies and goals.

As mentioned under "Economic Base Study", our economists incorporate the awareness and perceptions of business owners and investors – who may or may not reside in the City – into the analysis process. We assess the perceived effectiveness and availability of local services, business environment, supply chain networks and administrative framework (regulatory and government) from the capitalist's perspective. Where does the community fall on the spectrum of local economic development effectiveness? Multiple venues are used to perform the assessment, depending on the scope at hand - focus groups, surveys, workshops, and review of public documents that record economic development activity, ordinances, and programs. Economic development constraints can be physical or intangible; for example, poor infrastructure investment decisions can make business difficult, while excellent ombudsman-type support of businesses in transitional phases of a business cycle can compensate for many other shortcomings. Quantifying the constraints and opportunities within a community requires a keen understanding of local economic development. The Balmoral Group has completed projects resulting in identification and quantification of local economic development constraints and opportunities for several projects as listed in **Table 1**, including the City of Pompano Beach, Highlands County, the City of Palm Bay, Martin County, the City of Deltona (which faces a natural resource constraint due to scrub jay habitat), and the City of Mt. Dora. In each case, sound economic development recommendations were formulated based on local input and local conditions.

FIGURE 1. PHOTO OF SUCCESSFUL RECENT FOCUS GROUP SESSION



Local economic development theory posits that private enterprise depends on favorable local business conditions to achieve prosperity. Local governments have an essential role in creating favorable environments for business success and job creation. In an ideal environment, local economic development occurs through partnerships between local government, business leaders, and community interests. The Balmoral Group applies well-supported theory directly in its assessment of local business conditions. The assessment allows a yardstick by which to

measure where a community rests on the spectrum of local economic development (see **Figure 2**).

FIGURE 2 LOCAL ECONOMIC DEVELOPMENT STRATEGY SPECTRUM



In addition, The Balmoral Group applies theory in ***tailoring economic development programs*** to local areas and recommending ***locally appropriate options*** to address identified issues. Our process presents alternatives to the client project team for consideration in the context of local preference and capacity. The Balmoral Group's economists adopt realistic and practical assumptions. An analogy is useful here: in assessing an automobile in need of repair, you may start with tightening loose bolts (the least expensive approach which requires the least resources) before moving on to a transmission replacement (a more expensive approach, requiring more resources and taking more time) and eventually overhaul the engine (the most expensive option which requires the most resources and takes the most time). In the economic development space, the "loose bolts" often represent the objectives that can be achieved primarily with internal efforts, requiring minimal reliance on external agencies, staff or resources. Hypothetical examples may be coordinating with purchasing managers at existing City businesses in targeted industries to identify supply plans – or the planned Targeted Sector CEO roundtable meetings. Economic development actions that can be achieved with primarily existing City resources will generally dominate short-term goals; an exception may be opportunistic projects that arise due to timing, such as grants or other funding sources.

Experience providing similar services successfully to public entities

The Balmoral Group has provided similar services to successful entities for the past ten years. Examples include:

- City of Palm Bay: Economic Development and establishment of Enterprise Zone
- Martin County: Economic Development Directive
- City of Pompano Beach: Economic Development Strategy
- Seminole County: Business Resource Inventory
- Highlands County: Strategic/Marketing Plan
- Orange County: Capital Needs Assessment
- Perimeter Community Improvement Districts (GA): Economic and Fiscal Impact Analyses

The following summaries provide details and references for several recent and comparable economic planning studies conducted by TBG.

Highlands County Industry Strategic Plan

Client Contact Information	Administrative Details
Michelle Boylan, Interim Director **Highlands County Economic Development Council / Industrial Development Authority** **One East Main Street** **Avon Park, FL 33825** **Tel: (863) 453-2818** **boylan@highlandsedc.com**	Start Date: August 2014 End Date: January 2015

The Balmoral Group conducted an industry cluster analysis and interviewed more than 100 businesses and institutions to identify strategies to advance business opportunities that would leverage the physical and operational resources of Highlands County and the Avon Park Air Force Range (APAFR). The military facility is used by thousands of troops annually and supports a variety of recreational, institutional, and agricultural activities. Through its use of structured interviews and focus groups, TBG crafted strategies, clear objectives, and action steps for the Economic Development Council and its partners. TBG successfully steered the creation of a medical industry committee and targeted opportunities in federal contracting, business mentoring, eco-tourism, the aeronautics industry, and education linked to Range-oriented needs.

Economic Development Directive for Martin County

Client Contact Information	Administrative Details
Roger Baltz **Martin County Office of the County Administrator** **2401 S.E. Monterey Road** **Stuart, Florida 34996** **Tel: (772) 288-5503** **rbaltz@martin.fl.us**	Start Date: September 2013 End Date: December 2013

The Balmoral Group performed an in-depth analysis of Martin County's socio-economic and demographic trends and examined retail behavior for seven community redevelopment areas (CRAs) and nearby retail corridors. Industry employment, wages, and retail leakage or surplus were assessed and used to formulate recommendations for County resource allocation. TBG staff conducted interviews with County Department heads and Commissioners, held stakeholder focus groups, and managed an online survey of more than 12,000 local businesses to identify and prioritize economic development strategies for the County. The project was framed within the County's commitment to manage growth and constrain public investment while adhering to the comprehensive plan and the community's high quality of life. Through data collection and stakeholder feedback tools, TBG was able to provide the County with implementable economic development strategies.

City of Pompano Beach Economic Development Strategy Project

Client Contact Information	Administrative Details
Brian Donovan, Asst. City Manager **City of Pompano Beach** **100 West Atlantic Blvd.** **Pompano Beach, FL 33060** **Tel: (954) 786-4600** **brian.donovan@copbfl.com**	Start Date: September 2012 End Date: January 2013 TBG was a sub-contractor to: Analytica (Herb Marlow, PhD) PO Box 998 Newberry, FL 32669 (352) 339-6090

The Balmoral Group designed a broad-based survey of business owners and community leaders to assist the City of Pompano Beach in developing an economic strategic plan. The Balmoral Group's economists measured business owners' perceptions of various City services, services provided to businesses by other agencies such as non-City utility services, and business owners' satisfaction with various aspects of operating a business within the City limits of Pompano Beach. Based on survey results, focus group discussions with small groups of business owners were conducted. Roundtable discussions were concentrated on a series of questions relating to survey results and potential economic development efforts. The discussion items were designed to initiate collaborative thinking from different stakeholder perspectives. Based on the outcomes of those discussions, recommended City actions were assembled into findings for review by the project team. TBG identified the City's most productive role in future economic development, which included building on current assets, improving communications with the business community, tapping underutilized sectors, and incorporating an active base of business innovators. Existing initiatives were assessed in the context of business community perception and available resources. The final report outlined specific action steps to implement proposed strategies and maximize the return on these community assets.

Economic Impact Analysis of Avon Park Air Force Range

Client Contact Information	Administrative Details
Michelle Boylen, Interim Director **Highlands County Industrial Development Authority** **One East Main Street** **Avon Park, FL 33825** **Tel: (863) 453-2818** **cooper@highlandsedc.com**	Start Date: June 2012 End Date: November 2012

The Balmoral Group measured the economic impact of the Avon Park Air Force Range (APAFR), including the impact associated with several land and facility development scenarios. The 106,000 acre military facility, split by the border between Polk County and Highlands County and possessing a southeast border with Okeechobee County, was evaluated through

quantification of the economic impacts attributable to each of its diverse uses and allocations of land. The APAFR is home to military training and deployment uses one would expect in such a facility, but it also houses a variety of other groups that affect its regional influence. Tenants include the Florida National Guard, State of Florida Juvenile Academy, the Avon Park Correctional Institution, and extensive conservation and agricultural lands. Carefully tracking each source of income generation and economic stimulation arising from the APAFR, TBG mapped the components of economic impact and traced them back to these sources, producing a valuable cross-section of the facility's effects on the local economy.

City of Palm Bay Economic Development Strategy

Client Contact Information	Administrative Details
Sue Hann, City Manager **City of Palm Bay** **120 Malabar Rd.** **Palm Bay, FL 32709** **(321) 952-3411** **hanns@palmbayflorida.org**	**Start Year: 2010** **End Year: 2010**

For this project, TBG initiated a series of structured interviews with the City of Palm Bay's business community to develop a specific action plan to improve the development of the local economy. A population of 1,094 business owners and executives was contacted using information from the City's occupational license records, as well as records form the Chamber of Commerce and Space Coast Economic Development Commission. The survey method included web-based and hard copy mail surveys. Survey responses were combined with a series of follow-up focus groups to perform a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis from the perspective of business owners, executives, and investors. Focus groups provided the business community the opportunity to receive anonymous summary information from the broad-based survey, listen to colleagues discuss "straw man" policy proposals and offer their own opinions. Final deliverables included a strategic plan, a presentation to all City management staff, a presentation to City Council, and a presentation to select committees. The plan categorized action items according to the resources required for successful implementation by the City.

Key Personnel

VALERIE SEIDEL - PRINCIPAL IN CHARGE/PROJECT MANAGER

Ms. Seidel will serve as Principal Economist. She co-founded The Balmoral Group in 2004, and has focused on economic projects of public policy analysis. Her solid experience in stakeholder involvement, coordination with multiple agencies, public-private partnerships, and quantitative and qualitative analysis will be invaluable to this project. Ms. Seidel is a highly-regarded

economist who has facilitated business assessment and strategic planning efforts for communities in Florida and throughout the U.S. for over twenty years.

Ms. Seidel completed her graduate work in Economics at the University of Sydney, and post-graduate work at UCF. In addition to her focus on economic study, Ms. Seidel has prior exposure to the world of legal issues and litigation avoidance. Her diverse background includes ten-year tenure as a federal regulator in the banking industry, specifically dealing with failing financial institutions.

Ms. Seidel is a resourceful and open-minded practitioner that maintains an awareness of emerging models, techniques, and technical skills through frequent participation in technical conferences and educational seminars. As a result of her continuing management of projects both locally and in Australia, she has broad perspective on the strategies and techniques available to communities, which vary based on their socioeconomic situation, infrastructure inventory, and other amenities. Ms. Seidel will be responsible for analyzing identified business community issues, leading stakeholder discussions, and formulating strategies for economic development. She has led a broad array of projects for city, county, and State clients to assess Strengths, Weaknesses, Opportunities and Threats that determine risks in economic development challenges.

PROFESSIONAL CREDENTIALS for Valerie Seidel
Post-graduate studies, Environmental Economics, University of Central Florida
Master of Commerce in Economics, University of Sydney, Australia
Bachelor of Science, Accounting, Economics, University of Tampa

CRAIG DIAMOND- REGIONAL MANAGER/DEPUTY PROJECT MANAGER

Mr. Diamond will be responsible for managing project logistics, data collection and analysis, and final report recommendations. He will also have lead roles in coordinating with departments within the City and any key external agencies.

Mr. Diamond has thirty years' relevant experience; including twelve years in local government, where his duties comprised comprehensive and environmental planning, urban redevelopment, historic resources management, strategic planning and management, cost projecting and annual budgets. As special projects manager for a local planning department, he interacted extensively with external agencies and multiple departments in both municipal and county contexts, including public works, utilities, and permitting for a downtown redevelopment initiative. At the FAU-FIU Joint Center, he led research in growth management and planning issues for state, regional, and local agencies for more than six years and he taught in the urban and regional planning departments at FAU and FSU. As Chief of State Planning for DCA/DEO, his primary responsibility included assisting local governments in matters of land use and planning

transit-oriented development, capital improvements, financial feasibility and Comp Plan amendment processes.

PROFESSIONAL CREDENTIALS for Craig Diamond

Master of Science Environmental Engineering Sciences, University of Florida
Bachelor of Science, Mathematics, Union College, New York

THOMAS MOVIEL - LEAD ECONOMIST

Thomas Moviel will provide support for the community workgroups and the development of the adaptation plans. He is a project manager and policy analyst with a focus on economic development and community inclusiveness. He developed substantive policy analysis and project management skills as a Peace Corps volunteer in Romania. There, he oversaw community economic development projects while collaborating with local government, NGOs, and U.S. Embassy officials. Thomas has performed economic development research and field work in Florida, New York, Colorado, South Africa, and Bolivia. In addition, he brings several years of domestic and international business consulting, data analysis and strategic planning experience from the private sector. Mr. Moviel has provided data collection and analysis support for several projects for The Balmoral Group and is proficient with data modeling and economic programming, with skills in SAS, MATLAB, and R.

PROFESSIONAL CREDENTIALS for Thomas Moviel

Master of Arts, Economics, Fordham University
Master of Arts, International Political Economy and Development, Fordham University
Bachelor of Business Administration, Finance, Kent State University

PAUL YACOBELLIS - RESEARCH ECONOMIST

Mr. Yacobellis will provide research support. He has a Masters in Statistics with an emphasis on data mining and is skilled in the development and analysis of economic data. Mr. Yacobellis will compile existing socioeconomic and demographic information, design and conduct electronic surveys, and prepare and interpret GIS products. His experience includes complex econometric modeling, GIS data and map development, assumption validation, and identification of effective project alternatives or approaches. He is an efficient analyst with sophisticated geospatial modeling, statistical analysis, and data mining skills. He managed the socio-economic modeling and data analysis conducted for the New South Wales (Australia) Office of Environment and Heritage and collected and analyzed information from a variety of sources including surveys, focus groups, structured interviews and agency data for recent projects for Pompano Beach, Palm Bay, Martin County, Okaloosa County, Orange and Seminole Counties.

PROFESSIONAL CREDENTIALS for Paul Yacobellis

Master of Science, Statistics & Data Mining, University of Central Florida
Bachelor of Science in Business Administration, Economics (Minor: Mathematics), University of Central Florida

HUNTER RICHARDS - RESEARCH ECONOMIST

Mr. Richards will provide business analysis and comparative analysis for the City of Cocoa market, including workforce and industry sectors. He is a skilled econometrician and policy analyst with a focus on effective utilization of built and natural resources. He developed excellent issue analysis and policy writing skills while serving as a legislative aide for U.S. Senator Blanche Lincoln and U.S. Congresswoman Gabrielle Giffords. Mr. Richards has provided data collection and analysis support for several projects for The Balmoral Group, and oversaw annual industry surveys for TBG in 2012. Mr. Richards is also a proficient data modeler, with skills in SAS, STATA, R, and GIS.

PROFESSIONAL CREDENTIALS for Hunter Richards

Master of Science Degree in Applied Economics, University of Arizona
Bachelor of Arts, Economics, Washington University in St. Louis

ALICIA BARKER - RESEARCH ANALYST

Ms. Barker will provide additional data research and analysis support. She has collected and validated raw data and assisted with GIS and statistical modeling to support a wide variety of economic projects and land use studies for The Balmoral Group. She has performed market analysis for cities, counties, state agencies, and regional authorities and is a proficient researcher of demographics, industry composition, market trends and comparative analysis.

PROFESSIONAL CREDENTIALS for Alicia Barker

Bachelor of Arts in Economics, University of Central Florida. Minor: Statistics. Summa Cum Laude

CORTNEY CORTEZ - RESEARCH ANALYST

Finally, Research Analyst **Cortney Cortez** will provide any additional support required in survey analysis and data collection. Her experience includes data management and quality control, SWOT analysis and sensitivity analysis. She has experience with cost-benefit analysis and is an effective database manager.

PROFESSIONAL CREDENTIALS for Cortney Cortez

B.S., B.A in Economics University of Central Florida

Detailed resumes follow.

Valerie Seidel
President, Principal Economist



Valerie Seidel is President and Principal Economist of The Balmoral Group. Her economics experience has focused on infrastructure and natural resource valuation, cost-benefit analysis, and GIS/statistical models of resource allocation. She has completed projects researching economic impacts of development and environmental policies, economic values for species preservation, and application of econometric methods. Prior to her focus on economic study, Ms. Seidel's work experience included contract management, marketing, sales, technology and operations. She has proven ability to manage detailed and sensitive projects successfully, participate in public forums to address concerns of stakeholders, and generate innovative solutions to complex issues.

Education
- University of Sydney, Australia, Master of Commerce in Economics
- University of Central Florida, Post-graduate studies, Environmental Economics
- University of Tampa, Bachelor of Science, Accounting, Economics

Professional & Civic Affiliations
- Leadership Florida Class XXXI, Graduate
- Member, American Applied Economics Association
- State Board Member, Children's Home Society
- Board President, Art & History Museums - Maitland

SELECTED WORK EXPERIENCE:

Economic Development Study: City of Palm Bay - Project Manager. This project entailed business owner surveys, focus groups and roundtables to identify economic development constraints and opportunities facing the City of Palm Bay. Diversity in growth prospects, location, industry type and size were among factors affecting local economic development actions which the City could undertake to attract and improve business expansion.

Economic Impact Analysis of Avon Park Air Force Range – Project Manager. This project measured the economic impact of the Avon Park Air Force Range (APAFR), including the impact associated with several land and facility development scenarios. The 106,000 acre military facility, split by the border between Polk County and Highlands County and possessing a southeast border with Okeechobee County, was evaluated through quantification of the economic impacts attributable to each of its diverse uses and allocations of land. The APAFR is home to military training and deployment uses one would expect in such a facility, but it also houses a variety of other groups that affect its regional influence. Tenants include the Florida National Guard, State of Florida Juvenile Academy, the Avon Park Correctional Institution, and extensive conservation and agricultural lands. Carefully tracking each source of income generation and economic stimulation arising from the APAFR, the components of economic impact were mapped and traced them back to their sources within the APAFR, producing a valuable cross-section of the facility's effects on the local economy.

Martin County Economic Development Strategy - Conducted extensive interviews with County Department heads and County Commissioners, held several stakeholder focus groups, and managed an online survey of more than 12,000 local businesses to identify economic development strategies for the County. Evaluated Martin County's socio-economic and demographic trends and examined retail behavior for the County's seven community development areas and nearby retail corridors. The project was framed within the county's commitment to manage growth and constrain public investment while adhering to the comprehensive plan and the community's high quality of life. TBG provided the county implementable economic development strategies.

Valerie Seidel
President, Principal Economist

Office of Energy Hybrid Conversion Efficiency Study, FDACS – Project Manager. Oversaw the construction and implementation of a survey of owners of hybrid vehicles who installed conversion kits to allow "plug-in" charging of their hybrid vehicles. The survey was administered electronically and through direct mailing. Responses were collected and compiled for analysis. With funding from the American Recovery and Reinvestment Act, the program provided rebates of up to $5,000 to 68 participants. A requirement of the federal grant was to monitor the outcome of the rebate program and to estimate its impact on fuel use and related emissions of carbon dioxide.

Strategic Plan, City of Pompano Beach – Project Manager. Economic development issues were identified, and specific recommendations were developed, using information from phone interviews, survey data, focus group discussions, and meetings with elected officials. A survey of 1000 local businesses was administered electronically and via mail in order to identify key issues, and opportunities for policy improvements. Ms. Seidel directed three focus group meetings with a range of business leaders from key sectors and locations to develop and refine specific policy proposals. She worked closely with Analytica to link recommendations with broader Strategic Plan objectives, participating in a workshop with elected officials to present and refine plan elements. Sub-consultant to Analytica

Business Resource Inventory, Seminole County – Project Manager for this project which entailed inventorying all Seminole County businesses. Tasks included creating an ArcGIS geodatabase of businesses with 10-99 employees in certain industry clusters for "economic gardening" efforts, as well as those deemed critical to post-disaster redevelopment, and surveying business owners to ascertain business capacity, assets, staffing and critical contact information to meet Department of Homeland Security criteria

Strategic Resource Evaluation Study: Highway Construction Materials, FDOT – Project Manager for this study evaluating the supply outlook for critical construction materials including cement, asphalt and steel, for the Florida Department of Transportation. This project involved forecasting production and supply capacity to support planned infrastructure projects over five years. Natural resource constraints prompted this study, as well as investigation and assessment of regulatory, geopolitical and distributional restrictions which impact adequacy and pricing behavior of material supplies.

Analysis of Source Water Protection Programs, Tampa Bay Water – Project Manager. This project identified the best means to protect Source Waters for Tampa Bay Water from a comprehensive list of options, ranging from land acquisition or protective ordinances to expanded water quality monitoring and public outreach programs. Iterative surveys of expert panels and constituent leaders, detailed econometric modelling, and cost benefit analysis of final alternatives were used to prioritize alternatives that are most feasible and cost effective given financial, political, logistical, and other constraints. Costs and benefits evaluated include staff resources, environmental costs and benefits, social costs and benefits, and engineering/physical costs and benefits. Teamed with Atkins.

Development of a Coordinated Watershed Approach for Linking Compensatory Mitigation and Tampa Bay Habitat Restoration Goal, Tampa Bay Estuary Program –Project Manager for Economic component of this EPA-funded project, which combined biological, hydrologic and economic models to establish a fifty-year plan for wetland mitigation and restoration sites. Employed economic modelling to iteratively forecast land use changes, based on future land values and ecological values, and to determine appropriate targets and locations for sustainable mitigation. Partners from private industry, mitigation banks, government agencies and regulators were engaged to link federal, state and local wetland regulatory requirements to the long-term plan via formal agreement.

Optimizing Capital Needs - The study evaluated the optimal allocation of resources for over 1,000 stormwater management projects in Orange County. Presented with a backlog of approved projects, management faced the daunting task of prioritizing capital projects that had been documented by different engineers using different design specs, approaches, and cost estimate techniques. Using econometric techniques and GIS analysis, engineering aspects of flooding, erosion control, and water quality issues were evaluated against demographics, cost, and physical/topographic features to optimize costs and benefits. The analysis assigned a realistic prioritization methodology for ongoing use by the County, which can be updated as projects are completed or added, or as the relative importance of different project aspects change.

Scrub Jay Habitat Conservation Plan, City of Deltona – Project Manager. This project compiled extensive background information and data, including historical cost data available from existing natural lands management contracts, to evaluate feasibility of a regulatory Memorandum of Understanding under the Threatened & Endangered Species Act. Capital costs, operation and maintenance costs, habitat restoration and enhancement costs, monitoring and adaptive management costs, and administration costs were estimate; GIS analysis of local parcel data was used to calculate adequacy of funding mechanisms and scenarios across several land use and industry mixes. Mapped scrub jay habitat in GIS to show location to high density land uses.

Coastal Resiliency Management Alternatives, Cost-Benefit Analysis, Florida Department of Community Affairs – As Project Manager Ms. Seidel evaluated the costs and benefits of alternative adaptation strategies for coastal resiliency. The project used economic principles to develop pilot policies for managing and mitigating issues related to coastal resiliency that are suitable for Martin and Okaloosa Counties' comprehensive plans. Parcel-level analysis estimates the change in relative benefits from different policy alternatives over time, and calculates the value of incentives necessary to successfully implement specific policies. Factors included in the analysis range from property values, to impacts on public infrastructure and natural resources. Funded by NOAA, the final deliverable is intended to be a template transferrable to all coastal Florida counties.

Preliminary Engineering Study, Gardenia Trail – Project Officer. This project entailed a concept study including environmental & economical screening of potential alignment corridors for 11-mile multi-use recreational trail. Coordinated with two cities, three Counties, local user groups, public stake-holders and environmental, archeological and traffic experts to identify and recommend a preferred alternative.

Florida Motor Gasoline and Diesel Fuel Report (2004-2012), Florida Energy Office – Project Manager for this project, which entailed annually updating all tax revenue and gas consumption data for the State of Florida since 2003. Using data obtained from Florida Department of Revenue, American Petroleum Institute, Oil Price Information Service and other sources, 78 spreadsheets containing data supporting 19 tables of statistics are generated for three fiscal-year reports. Upon completion, the reports are permanently posted for public use on the Florida Department of Environmental Protection website as reference material.

SELECTED PUBLICATIONS & INVITED CONFERENCE PRESENTATIONS:

Rains, M.C., S. Landry, K.C.Rains, V.Seidel and T.I. Crisman. 2013. Usting Net Wetland Loss, Current Wetland Condition, and Planned Future Wetland Condition for Wetland Conservation Planning and Prioritization, Tampa Bay Watershed, Florida. Wetlands 33:949-963.

Seidel, V., H. Richards, O. Beitsch. "Coastal Real Estate: Value vs. Risk in the wake of Sea Level Rise". Journal of Real Estate Issues. Counselors of Real Estate: Chicago IL. October 2013.

Seidel, V. and The Balmoral Group. Development of Parcel-level Urban Water Use estimates for the USGS Peninsular Florida Model for Groundwater Recharge and Water Conservation Potential. Special Publication 2013 – SP5 for the St. Johns River Water Management District, Palatka, FL.

Rains, M., S. Landry, V. Seidel and T. Crisman., 2012. Prioritizing Habitat Restoration Goals in the Tampa Bay Watershed. Technical Publication #10-12 of the Tampa Bay Estuary Program, St. Petersburg, FL. 74 pp.

Invited Presentation, "Sustainable Water Resources at the Local Level: Valuing Ecosystem Services", Seidel, Valerie, NALMS Southeastern Lakes and Watershed Management 22nd Annual Conference and the Florida Lake Management Society's 24th Annual Technical Symposium, Daytona Beach, Florida.

Seidel, V., C de Bodisco, P. Yacobellis. "Effect of Climate Change on Water Demand in Agriculture". Proceedings of the 2011 AWRA Spring Specialty Conference "Managing Climate Change Impacts on Water Resources: Adaptation Issues, Options and Challenges". American Water Resources Association, Middleburg, Virginia, 2011.

Seidel, V., C de Bodisco, P. Yacobellis. "Climate Change and Cross-Region water demand: a time-series GIS Analysis". Proceedings of the 2011 AWRA Spring Specialty Conference "Managing Climate Change Impacts on Water Resources: Adaptation Issues, Options and Challenges". American Water Resources Association, Middleburg, Virginia, 2011. .

Seidel, V., I.Blankenship, C. de Bodisco, D. Robison, T. Singleton, T. Farkas, and P. Yacobellis. "A Case Study of Stakeholder Participation in Source Water Protection." Michael E. Campana, (Editor), 2011. Integrated Water Resources Management: The Emperor's New Clothes or Indispensable Process? (Proceedings). American Water Resources Association, Middleburg, Virginia, TPS-11-2, 185 pp.

The Cost of Water Reuse: An Economic Perspective. 2010. Invited Presentation at University of South Florida Workshop. "Water Reuse: Engineering, Ecosystem Impacts and Financial Considerations". Tampa, Florida.

Seidel, V., C. de Bodisco and P.Yacobellis Using econometrics to forecast temporal sensitivity of critical nutrient loading thresholds. Olivera, Francisco (Editor), 2010 AWRA Spring Specialty Conference "Geographic Information Systems (GIS) and Water Resources VI. American Water Resources Association, Middleburg, Virginia, TPS-10-1, 476 pp.

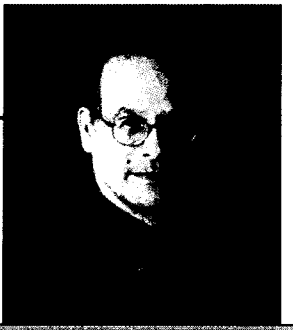
Seidel, V., P. Yacobellis, and C. de Bodisco. Using Econometric Forecasting to Identify Critical Nutrient Loading Thresholds, in Proceedings of the AWRA 2010 Spring Specialty Conference. American Water Resources Association, Middleburg, Virginia, 2010.

Development of a Coordinated Watershed Approach for Linking Compensatory Mitigation and Habitat Restoration Goals. Black, Alan and Brenda Bateman (Editors), 2009. Proceedings of the American Water Resources 2009 Annual Conference. American Water Resources Association, Middleburg, Virginia, TPS-09-3.

Highway Construction materials: 5 year Outlook based on Florida DOT 's 14 year Analysis, with Mark Schneider and Paul Yacobellis, International Conference on Transportation Construction Management, Orlando, 2009.

Using econometric forecasting of individual landowner decisions to identify parcels for ecosystem restoration, land preservation or transportation design, with Mark Schneider and Paul Yacobellis, in Proceedings of the 2007 World Environmental and Water Resources Congress: Restoring our Natural Habitat, Tampa, edited by Karen C. Kabbes (American Society of Civil Engineers, Reston VA, 2007).

Craig Diamond
Regional Manager, Economics



Mr. Diamond has more than 30 years' experience and expertise in the areas of local and state governmental policy; environmental resource economics; environmental, transportation and land use planning; and conservation volunteer engagement. He is an experienced project manager and an academician, both as research faculty and as instructor of undergraduate and graduate classes in environmental science, environmental planning and ecological economics. He has been admitted by the Florida Division of Administrative Hearings as an expert witness in the following areas: environmental planning, comprehensive planning, wetlands science, water resources planning, and water resources science.

As special projects manager for Tallahassee and Leon County, he oversaw transportation planning, urban design and redevelopment, and environmental planning. This work included all aspects of brownfield redevelopment, land acquisition and design for stormwater facilities, bike-ped network implementation, and surface water quality monitoring programs. As Chief of State Planning at DCA he worked with local governments statewide on an array of issues including infrastructure planning in areas of critical state concern, development in the coastal high hazard area, community resiliency, water supply planning, springs protection, and power plant siting, military base compatibility, and the procedures to update local comprehensive plans.

Education
- Master of Science Environmental Engineering Sciences, University of Florida, 1984
- Bachelor of Science, Mathematics, Union College, New York, 1976

Professional Affiliations
- Florida Natural Resources Leadership Institute Alumni Association: Board Member (2011 – 2016)
- Florida Lake Management Society, Northwest Chapter: Vice President (1999 - 2001)
- Florida Association of Environmental Professionals, Northwest Chapter: Treasurer (1995 – 1999); Vice President (2003 – 2004)
- Research Fellow at the Florida Institute of Government at Florida State University, Tallahassee, Florida

SELECTED WORK EXPERIENCE:

Highlands County Economic Development Strategy – Conducted interviews of commissioners, the business community, and institutional stakeholders regarding prospective development opportunities for the County consistent with the operations of the Avon Park Air Force Range.

Economic Impact Analysis of the Avon Park Air Force Range, Highlands County – Reviewed compiled background information, including employment, population, housing, and business data. Contributed to final report's findings and recommendations regarding existing and proposed uses of the Range for the Highlands County Industrial Development Authority.

City of Pompano Beach Strategic Plan - Assembled and reviewed census and other published data to formulate a statistical summary of the City's current and projected demographic and economic status. Contributed to content, design and logistics for survey of business owners and local managers. Evaluated compiled survey results and statistics.

Martin County Economic Development Strategy – Conducted interviews of commissioners, staff and stakeholders regarding prospective growth policies for the County. Prepared survey for distribution to businesses and chambers of commerce. Reviewed census and other published data to formulate a statistical summary of the County's current and projected demographic and economic status. Compiled focus group results for final recommendations.

Craig Diamond
Regional Manager, Economics

Office of Energy Hybrid Conversion Efficiency Study, FDACS – Prepared and managed a mailout survey of owners of hybrid vehicles who installed "plug-in" conversion kits to allow charging of their hybrid vehicles; estimated the effect of the plug-in conversion kit rebate program on fuel use and related emissions of carbon dioxide.

Research, Data Collection and Surveys Regarding Bio-Agriculture, FDACS – Compiled data through site visits, interviews, surveys and literature searches. Contributed to the development the development of a GIS database for crop suitability to support Bio-Agriculture. Evaluated capacity of state resources to expand the industry and better commercialize its agriculturally related resources in the fields of bio-energy, bio-chemicals, biopharma and biocontrols.

Countywide Stormwater Needs Assessment Master Plan, Orange County – Reviewed and prioritized several hundred 1,000 Orange County stormwater management projects using econometrics and GIS analysis, engineering aspects of flooding, erosion control, and water quality issues were evaluated against demographics, cost, and physical/topographic features to optimize costs and benefits.

I-75 Transportation and Growth Management Study, FDOT Central Office – Principal Investigator for an 18-month study for FDOT that examined the energy consumption and development implications of new interchanges on Interstate 75 between Tampa and Naples, FL. The research, conducted at the FAU-FIU Joint Center for Environmental and Urban Problems, was funded by the Governor's Energy Office through FDOT. This project included assessment of existing and future land use, consideration of plans for water and wastewater expansion, and demographic and vehicle use trends. The core component of the study was the development of a regional model that would re-allocate trips based upon the availability of new access to land use via the installation of new highway interchanges.

State Transportation Alternatives for Growth Management, FDOT Central Office – This study identified the potential roles of transportation in guiding development, particularly in existing urban and urbanizing areas. The report helped frame justifications for public transit and transit-oriented development. Prepared in collaboration with William Olsen, transportation planning faculty at Florida State University, and Lance deHaven-Smith, Associate Director of the FAU-FIU Joint Center for Environmental and Urban Problems. The study flagged problems associated with road widening in developed areas, as indicated by congestion measures and explored the issue of minimum residential and commercial densities and intensities to support alternative modes of travel.

Transit Oriented Development, Planning, DCA – As Chief over the Department of Community Affairs transportation section, managed the Department's TOD specialist (under contract with the Treasure Coast Regional Planning Council) and participated in FDOT's TOD workgroup. Responsible for securing two years of funding from FDOT for the next phase of TOD applied research – translating the workgroup's TOD guidelines into site-specific design alternatives that took demographics and land use into account.

Gaines Street (Tallahassee) Corridor Planning, FDOT Central Office – Served as local government planning liaison to the FDOT's PD&E study. Coordinator for planning and redevelopment, and transportation and other improvements in a 1.5 mile long urban corridor. Facilitated the stakeholders working group and all administrative processes for ten years, including conducting three design charrettes; workshopping with elected officials and having the products adopted; amending the local comprehensive plan and land development regulations to implement community vision; securing funding sources for the final roadway design, redevelopment plan, parallel greenways and stormwater management system; and securing designation of the corridor as a National Brownfield Demonstration Pilot and coordinating remediation activities. The administrative processes including working directly

with MPO staff, FDOT right-of-way specialists, review of proposed property takes, and coordination with the Florida Department of Management Services (as administrator for all state-owned property in the corridor), Florida State University, Florida A&M University, and the (then) Capital Center Planning District, a legislatively authorized body. The adopted plans (1) were a financially viable alternative to FDOT's PD&E and conceptual design, (2) better met community needs and local redevelopment constraints, and (3) had stakeholder support, especially that of other state agencies.

Florida Keys Hurricane Evacuation Model, FDOT Central Office – As Chief over the Areas of Critical State Concern Section, uncovered technical issues with FDOT's model, made the necessary revisions with the support of FDOT's consultant, updated the model values and parameters, and coordinated stakeholders in discussion of clearance times in the Keys and implications for new (development) permit authorizations and road widening of US 1. Also administered the transition from the use of FDOT's model to that employed everywhere else in the state.

Efficient Transportation Decision Making (ETDM), DCA – As Chief over the Department of Community Affairs transportation section, managed the Efficient Transportation Decision-Making contract staff (URS housed at DCA). This work included review and sign-off of ETDM staff analyses of projects entered into the system with regard to coordination with applicable local comprehensive plans and MPO Long range Transportation Plans, Transportation Improvement Plans, 5-year Work Plans, as well as assessment of the effects of the proposed projects on natural resources of state or regional significance, cultural resources, and local socio-economic factors.

Long Range Transportation Plan – As Supervisor of the transportation planning unit of the Tallahassee-Leon County Planning Department, responsibilities included oversight of the preparation of the Bike-Ped component of the Long Range Transportation Plan, planning, design, and securing funding for the regional greenways network (featuring bike-ped facilities; and planning and cost estimating for Blueprint 2000, a local capital improvements sales tax initiative for improving both state and local roads. Ongoing role on MPO Multimodal Citizens Advisory Committee.

Miami MetroRail – Transportation planner / systems operations for Schimpeler Corradino, a partner in the Kaiser Transit Group, which had responsibility for planning and designing the Miami Metrorail. Served as lead staff in application of UMTA's UTPS modeling software and the manager of operations for the Dade County On-Board Transit Users Survey, which provided origin and destination data for the model. Part of the OR team responsible for demand forecasting, evaluating the modal split, conducting sensitivity analysis of the model, and developing the model node and link network.

FACULTY EXPERIENCE

University Service in Environmental Science and Policy – Non-Tenured Research and Adjunct Instruction Faculty – Served on FAU's Committee on Environmental Research and Teaching; served as keynote speaker, instructor and judge for FAMU's Environmental Science Summer Programs; taught the following courses within the State University System (FAU, FSU, FAMU) continuously between 1987 and 2009: "Environmental Science," "Environmental Planning," "Environmental Policy," "Water Resources," "Environmental Economics", and "The Everglades." All classes included consideration of physical processes, ecosystem behavior, human impacts, cultural aspects, and, economic outcomes, as well as review of student research.

SELECT PUBLICATIONS & INVITED CONFERENCE PRESENTATIONS:

Diamond, C. An Update to "An Analysis of Subsidies and Externalities Affecting Water Use in South Florida." FSU Institute of Government (Everglades Foundation). 2012

Correia, M., C. Diamond and R. Rhodd. 1997. An Assessment of the Impact of Increased Costs for Water Supply in South Florida. FAU-FIU Joint Center for Environmental and Urban Problems. (The Wilderness Society).

Diamond, C. 1995. "Transportation Improvements and Regional Energy Minimization," in Maximum Power: A Festschrift on Ecology, Energy, and Economy in Honor of Howard T. Odum, C.S. Hall, ed. University Press of Colorado, Niwot, CO.

Correia, M. and C. Diamond. 1995. South Florida Externality Issues and the Role of Economics in the Valuation of Environmental Goods and Services. FAU-FIU Joint Center for Environmental and Urban Problems. (1000 Friends of Florida; Governor's Commission for a Sustainable South Florida)

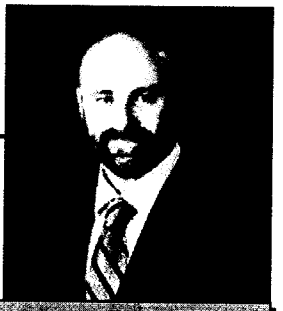
Diamond, C. 1992. "Sustainable Agricultural Yield in the Everglades, Florida" in General Systems Approaches to Alternative Economics and Values, Proceedings of the Thirty-sixth Annual Meeting of the International Society for the Systems Sciences, J. de Raadt, ed.

Diamond, C. 1991. "Water, Energy, and Agriculture in South Florida" in Proceedings for the Environmentally Sound Agriculture Conference, D. Bottcher, ed. Florida Cooperative Extension Service, Univ. of Florida, Gainesville.

Diamond, C. and P. Metzger. 1988. "Transportation and Growth Management." FAU- FIU Joint Center for Environmental and Urban Problems. Boca Raton, FL. (FDOT STAR Grant)

Diamond, C., W. Olsen and L. deHaven-Smith. 1986. "State Transportation Alternatives for Growth Management." FAU-FIU Joint Center for Environmental and Urban Problems and the Florida State University Department of Urban and Regional Planning, Boca Raton, FL. (FDOT STAR Grant)

Thomas Moviel
Lead Economist



Thomas Moviel is Lead Economist at the Balmoral Group. His experience includes international development and consulting, economic research and analysis, econometric modeling, and risk analysis. Mr. Moviel has managed community economic development projects in Romania, including contract management, budget oversight, design, and operations. He has conducted field research on economic development in Europe, South Africa and Bolivia.

Education
- Master of Arts, Economics, Fordham University, Bronx, NY
- Master of Arts, International Political Economy and Development, Fordham University, Bronx, NY
- Bachelor of Business Administration, Finance, Kent State University, Kent, OH

Professional Affiliations
- National Association for Business Economics
- Sigma Iota Rho, Honor Society for International Relations
- Golden Key International Honor Society

Software Proficiency
- MS Office; MATLAB; SAS; Database Management; Social Media; CRMs

SELECTED WORK EXPERIENCE:

Strategic/Marketing Plan for Highlands County Industrial Development Authority – Economist. Performed quality control (QC) analysis for final report submitted to client. Reviewed viability of study recommendations and provided consultation to improve methods of taking full economic advantage of a local military base. Produced a strategic / marketing plan with in-depth analysis and recommendations for officials to implement.

PCID Economic Impact Analysis - Economist. Produced Fiscal Impact and Economic Analysis Impact reports for the Perimeter Community Investment Districts in the Atlanta, Georgia metropolitan area. Collected and analyzed data for commercial real estate values. Edited and finalized submitted report on the fiscal and economic impacts of major infrastructure projects, including revenue generation by corporations, local and state governments, employment, business growth, and detailed analyses industry sectors within the region. Subconsultant to RS&H.

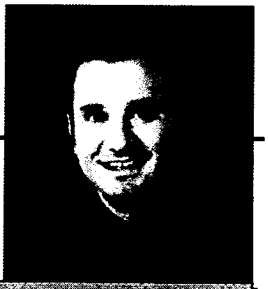
Cost-Benefit Analysis, Office of Environment and Heritage – Economist. The project's purpose was to review applications to two separate pools of grant funding: the Major Resource Recovery Infrastructure Grants Program (MRRI) and the Organics Infrastructure (Large and Small) Grants Program (OILS). The reasonableness of 50 Cost-Benefit Analyses (CBA) was assessed so that the Environmental Trust could make a confident decision on which projects would deliver the greatest net benefits to the NSW community. Reviewed and analyzed applications for grant funding from OEH to promote recycling programs. Performed in-depth review of submitted applications and documentation to review validity and sustainability of major recycling projects in and around Sydney. Analyzed documentation of project proposal, cost estimates, future projections, feasibility, and cost-benefit ratios to determine most viable projects for improving recycling of waste disposal in Australia.

Florida Statewide Irrigation Demand (FSAID), Florida Department of Agriculture and Consumer Services – Economist. Agricultural Irrigation comprises 40% of total water use in Florida. The Florida Department of Agriculture and Consumer Services (FDACS) was charged by the 2012-13 legislature with developing a statewide estimate of agricultural water use for the first time, in light of heightened water scarcity. In fulfilling this mission, a GIS model for estimating current and future water use was been developed, using engineering and econometric models to project water demand under multiple scenarios of crop profitability, climate, development pressures, and conservation measures. Collected pricing data for crops throughout the Southeastern United States. Precise work included analyzing historical and

future pricing trends of various regional crops. Gathered and calculated annual total production and chemical costs to determine estimates of future water consumption of agricultural lands. Ongoing project.

NFSEG, Improvements to Water Use Estimates – Economist. Performed analyses and collected statistical data from numerous water management districts for water reuse service area boundaries for current and future reuse areas with GIS. Gathered data to build database for GIS mapping on water reuse to determine long-term water usage trends. Subconsultant to RS&H

Paul Yacobellis
Research Economist



Mr. Yacobellis is a Research Economist for The Balmoral Group. His experience includes complex econometric modeling, GIS data and map development, assumption validation, and identification of effective project alternatives or approaches. He is a focused and efficient analyst with sophisticated geospatial modeling, statistical analysis, and data mining skills. Mr. Yacobellis also produces weekly "flash report" data highlighting critical economic developments in specific fields of interest to our clients.

Education
- Master of Science, Statistics: Data Mining, 2012
- Bachelor of Science in Business Administration, Economics, University of Central Florida. Minor: Mathematics, 2004
- Certified SAS Base 9.2 Programmer
- Senior Scholar Distinction

Professional Associations
- Economic Society of Australia
- Australian Water Association
  - Water Management, Law, and Policy committee member
  - Environmental Water Managers committee member
- Sydney Users of R
- Central Florida GIS User's Group

SELECTED WORK EXPERIENCE:

Palm Bay Economic Development - Gathered and evaluated Department of Revenue parcel data and U.S. Census census-tract data to assess city of Palm Bay business climate. After running statistical analysis of gathered data, GIS maps were created to give further visual and economic assistance in the assessment of the business environment. Designed survey to gauge business owner statistics and concerns, analyzed results to prepare for city decision makers, developed GIS maps reflecting economic patterns in the city, and facilitated focus groups based on survey results.

Seminole County ESF-18 Critical Business Resource Inventory - Economic Researcher. Reconciled data from four data sources to compile a list of businesses for the County's economic development staff in Microsoft Access. Wrote Access code to eliminate duplicates and near duplicates in data. Created databases for query and results export to statistical, spreadsheet, and GIS software. Performed statistical modeling and economic analysis to support written reports for publication and presentations. Conducted surveys, and managed data sources.

Socio-Economic Regional Profile and Database, Office of Environment and Heritage - *(Project Manager)*. Managed project from beginning of Task 1 to project completion. Create socio-economic databases and developed small-to-large regional profiles for analysis of six socio-economic dimensions – age/sex, income, education, demographics, employment, and indigenous population. An automatic template was designed for quick generation of future profiles and reports complete with data, chart, graph, and table generation at various Australian Bureau of Statistics Census geography levels.

Coastal Resiliency, Department of Community Affairs - Created parcel specific GIS maps and data sets in the analysis of parcels affected by Coastal High Hazard areas along shorelines. Ran parcel selections guided by the effects of economic, social, and spatial impacts including social and racial injustice parameters, proximity to public lands, evacuation routes, and wetland deterioration probabilities. Resulting GIS data sets were further used in analysis of project specific questions such as land use valuation and strategies, environmental impacts, and conservation/rolling easement policies.

Strategic Resources Evaluation Study (SRES) – Highway Construction Materials: GIS data was generated for FDOT reports to identify plant locations and geospatially represent supply constraints. Compiled, managed, validated and

integrated data relating to FDOT historical and future Work Program data, FDEP and Water Management District permitting data, and USGS production data. Designed sophisticated database queries for calculation of historical and future material price and quantities. This data was used to run complex econometric models for construction material price and supply sensitivity.

Mitigation Banking Plan, Tampa Bay Estuary Program - Directly responsible for aggregating and quantifying current GIS wetlands data covering the entire Tampa Bay Watershed area, running Quality Assurance/Quality Control (QA/QC) checks of digitized wetlands features against 1950's aerial maps, and integrating future land use maps with current year land use data. Also created and maintained technical documents, including new metadata, explaining all steps in the wetland layer creation process. An iterative algorithm was developed to identify and capture all adjacent wetland types by hydrologic function. This project involved working with historical and current aerial maps, Land Use/Land Cover layers for the entire Tampa Bay Watershed area, NWI Flowline and NWI Waterbody layers, and analysis of all intersections of wetlands in the Flowline or Waterbody area. Inferential and descriptive statistical techniques were applied to all data sets for accuracy and consistency checks.

PDE Study: Gardenia Trail Phases II & III - Generated GIS maps and shape files to facilitate the analysis of specific parcels and multiple alternative trail alignments. These maps were critical in identifying socioeconomic variables, including preferences for environmental quality, which could impact development or supply alternatives. Other GIS layers were used to analyze Lake County points of interest, roads, bodies of water, and local recreation areas. Alignment files were edited, designed, and implemented into graphic media used in public meetings.

Wekiva River Basin Development Predictors Study - GIS data for utility locations (water and sewerage), land use composition, water quality, habitat fragmentation, and parcel sale map data were used to build a relational database. The data was used for an econometric model evaluating alternative parcel development scenarios. Social impacts of the statistical results were also evaluated. The final model utilized over 40,000 data points and time series data from 10 years of parcel sale transactions. Multiple non-geographic datasets were integrated with GIS data to generate new geodatabases, involving reconciliation of metadata, scale and attribute editing rules.

Calculation of Personal Injury/Wrongful Death Economic Losses - Economic Analyst. This position involved the use of forensic economic models in the calculation of present value economic losses in personal injury and wrongful death cases. Personal Injury losses calculated cost of future medical needs and the loss of future earning capacity in catastrophic injuries. Wrongful Death analysis involved the analysis of decedent tax returns, W-2 forms, and other information to project a loss of future earning capacity and its allocation to decedent's dependents.

Valuation of Central Florida Manufacturing Tax Abatement - Economic Researcher. This study examined the effects of tax abatement for the Central Florida manufacturing industry. The objectives of the study include demonstration of industry expansion in the central Florida region and incentives to bring out-of-state manufacturing firms to the central Florida region.

TEACHING EXPERIENCE:

University of Central Florida, Statistics Dept., Statistical Methods I; Statistics Using Microsoft Excel; 2011-2012.

PUBLICATIONS MONOGRAPHS, AND PRESENTATIONS:

Yacobellis, Paul. Orange County Street Sweeping Optimization. Riverina Eastern Regional Organization of Councils (REROC) 10th Annual Mapped Out GIS Conference. 2014 Wagga Wagga, NSW

Yacobellis, Paul. A Socio-Economic Tool for Policy Response. Australian Water Association New South Wales Regional Conference. 2014. Wagga Wagga, NSW

Seidel, Valerie, Ivana Blankenship, Chris de Bodisco, Doug Robison, Tom Singleton, Thomas A. Farkas, and Paul Yacobellis. Forthcoming. "A Case Study of Stakeholder Participation in Source Water Protection." Michael E. Campana, (Editor), 2011. *Integrated Water Resources Management: The Emperor's New Clothes or Indispensable Process? (Proceedings)*. American Water Resources Association, Middleburg, Virginia, TPS-11-2, 185 pp.

Seidel, Valerie, Chris de Bodisco, and Paul Yacobellis. "Using econometrics to forecast temporal sensitivity of critical nutrient loading thresholds" Olivera, Francisco (Editor), 2010. 2010 AWRA Spring Specialty Conference "Geographic Information Systems (GIS) and Water Resources VI. American Water Resources Association, Middleburg, Virginia, TPS-10-1, 476 pp.

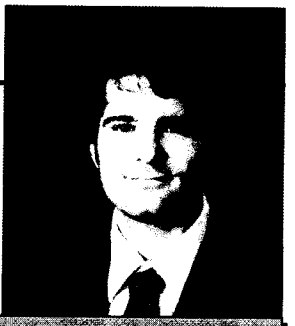
Seidel, Valerie, Chris de Bodisco, and Paul Yacobellis. Forthcoming. "Water demand and climate Change: Cross-Regional Time Series GIS Analysis." 2011 Spring Specialty Conference "Managing Climate Change Impacts on Water Resources: Adaptation Issues, Options, and Challenges." American Water Resource Association.

Seidel, Valerie, Chris de Bodisco, and Paul Yacobellis. Forthcoming. "Effect of Climate Change on Water Demand in Agriculture." 2011 Spring Specialty Conference "Managing Climate Change Impacts on Water Resources: Adaptation Issues, Options, and Challenges." American Water Resource Association.

Seidel, Valerie, Mark Schneider, and Paul Yacobellis. "Using econometric forecasting of individual landowner decisions to identify parcels for ecosystem restoration, land preservation or transportation design." *Proceedings of the 2007 World Environmental and Water Resources Congress: Restoring our Natural Habitat, Tampa,* edited by Karen C. Kabbes (American Society of Civil Engineers, Reston VA, 2007).

Seidel, Valerie, Mark Schneider, Chris DeBodisco, and Paul Yacobellis. "Highway Construction materials: 5 year Outlook based on Florida DOT 's 14 year Analysis", International Conference on Transportation Construction Management, Orlando, 2009.

Hunter Richards
Research Economist



Hunter Richards is a Research Economist at the Balmoral Group. His skills combine econometric analysis with policy design. His interests range from effective management of built and natural resources to energy policy design. He developed excellent issue analysis and policy writing skills while serving as a legislative aide for U.S. Senator Blanche Lincoln and U.S. Congresswoman Gabrielle Giffords. He has published research on policy design in China, and is currently expanding his skills to include spatial analysis using GIS. His Master's thesis analyzed U.S. emissions and regional differences in electricity trade and economic outcomes.

Education

- University of Arizona, Master of Science in Resource Economics
- Washington University in St. Louis, Bachelor of Arts, Economics

Software Proficiency

- SAS, Stata, R, ArcGIS, Excel, PowerPoint, Survey Monkey, Access, Limdep

SELECTED WORK EXPERIENCE:

Economic Impact Analysis of the Avon Park Air Force Range, Highlands County - Research Economist Intern. Collected and validated data for regional economic impact input variables, including employment, population, housing, and business data. Prepared summary tables and drafted report descriptions.

Research, Data Collection and Surveys Regarding Bio-Agriculture, FDACS – Research Economist. This project includes consensus building and stakeholder engagement to illuminate the state of the bio-agriculture industry in Florida. Through structured dialogue with university professors, federal government researchers, energy professionals, and agricultural producers a report was produced which incorporated input from all of these perspectives to serve as a unified industry snapshot that to help guide the Florida Department of Agriculture & Consumer Services (FDACS) in understanding bio-agriculture and encouraging its commercialization.

Scrub Jay Habitat Conservation Plan, City of Deltona - Research Economist Intern. Performed literature review of funding sources and instruments from HCP's throughout the country and drafted summary documents. Compiled capital, operations and maintenance cost data for comparable plans and prepared analysis of alternative approaches for initial review with City.

Stormwater Pond Sustainability Study, Orange County - Research Economist Intern. Project initiated to reduce/eliminate mowers (cost and emissions), and to create several sustainable pond schemes that can be applied County-wide, based on a matrix of criteria. Performed literature review to identify precedents from other communities locally and internationally, and drafted summaries of findings from academic studies and published journals. Identified key variables of successful implementation in other projects.

Strategic Resource Evaluation Study: Highway Construction Materials, FDOT – As a researcher with TBG, Hunter gathered new data and performed quality control on existing data for this project. This study evaluated the supply outlook for critical construction materials including cement, asphalt and steel, for the Florida Department of Transportation. This project involves forecasting production and supply capacity to support planned infrastructure projects over five years. Natural resource constraints prompted this study, as well as investigation and assessment of regulatory, geopolitical and distributional restrictions which impact adequacy and pricing behavior of material supplies.

Florida Motor Gasoline and Diesel Fuel Report (2011), Florida Department of Agricultural and Consumer Services, Office of Energy – Research Economist for this project, updating all tax revenue and gas consumption data for the State of Florida in 2011. Using data obtained from Florida Department of Revenue, American Petroleum Institute, Oil Price Information Service and other sources, 78 spreadsheets containing data supporting 19 tables of statistics are generated. Reports are permanently posted for public use on the Florida Department of Agriculture and Consumer Services website as reference material.

Renewable Portfolio Standards and Hydropower: Specialization on the State Level – Employed econometric methods to evaluate whether or not renewable portfolio standards has had a statistically significant impact on renewable energy generation in the United States. The econometric model accounted for individual differences between each state's natural resource endowments, its economic environment, and its individual policy, including eligibility of hydropower to qualify for goal completion, average streamflow in each state, total windy land area, GDP per capita, and other variables. The study differentiated between hydropower and non-hydropower to investigate how renewable energy specialization might be impacted by the aforementioned variables.

Which Predicts Better: Random Forest or Logistic Regression? – This study was conducted by the University of Arizona's advanced applied econometrics class for American Express in the fall of 2012. A dataset of over seven million UK credit card transactions – along with corresponding customer attributes – was provided, and two statistical methods were investigated to determine which would more closely predict customer default. Hunter worked with a team of students to develop a logistic regression model and compare its prediction strength to the random forest method, observing a variety of metrics. The team also constructed a hybrid model, combining the strengths of both methods.

The Footprint of Growth: A Multi-Faceted Environmental Kuznets Curve Analysis of CO2 Emissions in the U.S. - This Master's thesis project utilized a panel data set with information on emission intensity, electricity trade, energy intensity, and income effects to perform econometric analysis and explain the differences in carbon dioxide emissions between U.S. states. Distinctions are made between consumption- and production-based emissions, investigating the role of electricity trade between states. The study also examined the relationship between economic development (income) and emission intensity, with special attention paid to electricity trade with varying levels of income.

SELECTED PUBLICATIONS

Richards, Hunter. "Considering Family Planning and Development in China: Sociology." 2007. APEX, Washington University's Interdisciplinary Journal of Undergraduate Scholarship.

Richards, Hunter, Gerlak, Andrea, Megdal, Sharon, Varady, Robert. "Groundwater Governance in the U.S., Summary of Initial Survey Results". May, 2013. The University of Arizona.

Seidel, Valerie, Hunter Richards, Owen Beitsch. "Coastal Real Estate: Value vs. Risk in the wake of Sea Level Rise". Journal of Real Estate Issues. Counselors of Real Estate: Chicago IL. (forthcoming).

Alicia Barker
Research Economist



Miss Barker is a Research Economist for The Balmoral Group. Her experience includes econometric modeling, as well as conducting independent research to substantiate variables and assumptions, and identifying effective alternatives or approaches within a project. She has experience with cost-benefit analysis and is an effective database manager. Miss Barker has worked extensively with the geographic information software ArcGIS and the economic modeling software LIMDEP, R, and STATA to perform multivariate regression analysis.

Education

Bachelor of Arts in Economics, University of Central Florida. Minor: Statistics. Summa Cum Laude, 2012.

Associates of Arts in Economics, Valencia Community College. Minor: Statistics. Honors Degree, 2009.

President of Students for Liberty - Economic/Political Student Association

Student Editor of *Phoenix*, Art and Literature Magazine

Professional Certificates

FDOT Environmental Management Office PD&E Training

SELECTED WORK EXPERIENCE:

Martin County Economic Development Strategy - Research Economist/Survey Manager. Assembled and reviewed census and other published data to formulate a statistical summary of the County's current and projected demographic and economic status. Constructed and implemented an economic survey of business owners and County employees, using electronic mailing methods to administer the survey. Compiled and statistically analyzed survey results to compose background information and materials for focus groups.

Office of Energy Hybrid Conversion Efficiency Study, FDACS - Research Economist. Constructed and implemented a survey of owners of hybrid vehicles who installed conversion kits to allow "plug-in" charging of their hybrid vehicles. Administered the survey electronically and through direct mailing. Collected responses and compiled results for analysis. With funding from the American Recovery and Reinvestment Act, the program provided rebates of up to $5,000 to 68 participants. A requirement of the federal grant was to monitor the outcome of the rebate program and to estimate its impact on fuel use and related emissions of carbon dioxide.

City of Pompano Beach Strategic Plan - Research Economist. Assembled and reviewed census and other published data to formulate a statistical summary of the City's current and projected demographic and economic status. Constructed and implemented an economic survey of business owners and local managers, with both electronic and direct mailing methods used to administer the survey. Compiled and statistically analyzed survey results to compose background information and materials for focus groups.

Bio-Agriculture Research, Data Collection, and Survey Project, Florida Department of Agricultural and Consumer Services, Office of Energy - Research Economist/Survey Manager/GIS Analyst. Created database of Florida bio-agriculture related facilities and mapped current and potential bio-agriculture farmlands. Calculated future crop prices for bio-agriculture related products. Constructed and implemented a survey of farmers and trade groups, using electronic mailing methods to administer the survey. Collected responses and compiled results for analysis. Ongoing.

Florida Gulf Coast University Salary Compression Analysis - Research Analyst. Revised and managed salary data compiled by FGCU administration. Compared FGCU faculty compensation data to national compensation data by linking each field of study to the appropriate College and University Professional Association (CUPA) median salary. Assisted in

designing statistical models to identify the sources of salary differences by faculty rank, college, and departments within FGCU. Multiple regression models were used in this project, including a panel model with group effects for FGCU colleges and departments.

Economic Impact Analysis of the Avon Park Air Force Range, Highlands County - Research Economist. Compiled and analyzed background information, including employment, population, housing, and business data. Identified and mapped local businesses within close proximity to the Air Force Range. GIS analysis of land use/land cover data to identify specific environmental land uses within the Air Force Range as a baseline for calculating the economic value of ecosystem services. Assisted in compiling final output and results for the County's use.

Predictive Economic Impact Study for the Mount Dora to Seminole Wekiva Trail - Research Analyst. This study predicted the economic impacts that could reasonably be expected to accrue to the City of Mount Dora, Florida, as a result of a proposed trail running through downtown Mount Dora and connecting to the proposed Wekiva Parkway Trail, the Seminole Wekiva Trail, and eventually the West Orange Trail. Preformed GIS analysis of geographic characteristics and census tract populations in target counties and communities***Strategic Resources Evaluation Study (SRES), FDOT*** - Research Economist. Edited and managed survey data collected from FDOT survey participants in multiple industries. Researched, compiled, and integrated crucial data streams relating to historical and projected FDOT highway construction costs. Assisted in designing production and price forecasts across key industries and ran econometric models for construction material price and supply sensitivity. Created GIS maps to show location specific changes in material production facility output throughout Florida.

Florida Motor Gasoline and Diesel Fuel Report (2011 – 2012), Florida Department of Agricultural and Consumer Services, Office of Energy – Research Economist. Compiled all tax revenue and gas consumption and use data for the State of Florida by county in 2011 and 2012. Using data obtained from Florida Department of Revenue, American Petroleum Institute, Oil Price Information Service and other sources, 78 spreadsheets containing data supporting 19 tables of statistics are generated. Reports are permanently posted for public use on the FDACS website as reference material.

Stormwater Pond Sustainability Study, Orange County - Research Economist. Project initiated to reduce/eliminate mowers (cost and emissions), and to create several sustainable pond schemes that can be applied County-wide, based on a matrix of criteria. Selected representative pond site examples from a GIS database of over 1,500 ponds in order to assess pond vegetation concept scenarios with projected costs. Prepared economic benefits associated with alternative concepts, including avoided costs and community or environmental benefits. Based on the economic analysis of the individual pond scenarios, the cost-benefit was extrapolated on a county-wide basis based on pond feasibility (issues, criteria, constraints). Demographic and site variables that may influence successful implementation were incorporated into the analysis to allow for spatial variability across the County.

Street Sweeping Program Optimization Study, Orange County - Research Economist. Performed GIS spatial analysis of existing Orange County street sweeping programs to optimize sweeping frequency and material collected. Built an econometric matrix of variables to evaluate the cost-effectiveness of potential street sweeping programs, including physical (land use, floodplain, tree canopy, collected material), spatial (drainage basin, geography), technological (type of sweeper, frequency), demographic (median income, average lot size), and regulatory (impaired water body basin) variables, as well as the costs and benefits of alternative sweeping schemes. Created a working GIS database of swept streets for use by the County.

Countywide Stormwater Needs Assessment Master Plan, Orange County - Research Economist. Accessed over 1,000 Orange County stormwater management projects and prioritized the optimal allocation of resources.

Using econometric techniques and GIS analysis, engineering aspects of flooding, erosion control, and water quality issues were evaluated against demographics, cost, and physical/topographic features to optimize costs and benefits. The analysis assigns a realistic prioritization methodology for ongoing use by the County, which can be updated as projects are completed or added, or as the relative importance of different project aspects change.

Scrub Jay Habitat Conservation Plan, City of Deltona - Research Economist. Compiled extensive background information and data, including historical cost data available from existing management contracts, to evaluate correlation of future impacts and funding sources versus historic impacts and funding sources. Estimated capital costs, operation and maintenance costs, habitat restoration and enhancement costs, monitoring and adaptive management costs, and administration costs. GIS analysis of local parcel data to calculate estimates of land values and acreage within the City. Assisted in calculating funding mechanisms and scenarios across several land use and industry mixes. Mapped scrub jay habitat in GIS to show location and proximity to high density land uses.

Coastal Resiliency, Department of Community Affairs - Research Analyst. Created parcel specific GIS maps and datasets in the analysis of parcels affected by Coastal High Hazard areas along shorelines. Ran parcel selections based on the effects of economic and spatial impacts such as proximity to public lands, wetlands, and evacuation routes, and census tract. Resulting GIS datasets were further used to analyze a multitude of factors including, but not limited to, parcel value, environmental impacts, and conservation/rolling easement policies for several land use types.

Tampa Bay Estuary Program – Fifty-year Mitigation and Restoration Plan - Research Analyst. Created multiple GIS maps of the Tampa Bay Watershed to chart changes in land use and density, wetland composition, denitrification rates and the land development intensity index. Change analysis included establishing decision rules to identify anticipated land use changes and, coupled with alterations to wetland composition, to determine their impact on feasible preservation, restoration, and mitigation opportunities. Decision rule calculations were carried out in Access. Calculated the percent change in wetland type and composition between 1950 and 2007 data sets in Excel. Conducted GIS analysis at the watershed, municipality and drainage basin level to determine appropriate targets for sustainable mitigation.

Research Economist - Gathered, validated and compiled data relating to demographics, spatial analysis, real estate and construction related variables, and survey logistics to support various projects. Completed interviews with industry experts, surveys of suppliers and literature reviews. Created databases for query and export to statistical and spreadsheet software. Performed statistical modeling and economic analysis to support written reports for publication and presentations. Generated GIS maps and shapefiles to facilitate analysis of specific parcels and broad corridor areas. Identified socioeconomic variables, including preferences for environmental quality, which could impact development or supply alternatives.

Valencia West Campus Student Survey - Economic Analyst. The purpose of the survey was to gauge the political demographics of Valencia Community Colleges' west campus in order to predict student voting trends. This project required extensive research in order to craft an effective survey instrument. The variables were selected based on the likelihood of impact on the voting decision of college students. This project required tests of variable and model significance, as well as confidence intervals of at least 95%. The survey was randomly administered to over 50 students and the data was compiled using Excel. Responsible for compiling survey data, and interpreting the results.

SOFTWARE PROFICIENCY

ArcGIS, ICPR, LIMDEP, R, JMP, STATA, SAS, Microsoft Excel, Access, Word and PowerPoint.

Cortney Cortez
Research Analyst



Cortney Cortez is a Research Analyst at the Balmoral Group. Her experience includes data management, data collection, quality control, SWOT analysis and sensitivity analysis. She has experience with cost-benefit analysis and is an effective database manager. Miss Cortez has worked extensively with the geographic information software, ArcGIS and the economic modeling software STATA to perform multivariate regression analysis.

Education

- Bachelor of Science in Business Administration, Economics, University of Central Florida, May 2014
- Associate of Arts, General Business, Eastern Florida State College, May 2012

SELECTED WORK EXPERIENCE:

Benefit-Cost Analysis, Coastal Resiliency Cost Benefit Analysis - Old Bar NSW - Research Analyst. Balmoral Group Australia's approach to coastal erosion at Old Bar, a small coastal community on the mid-north coast of New South Wales, was to estimate economic costs and benefits using spacial techniques in GIS. Assessed stamp duty and council rates for properties, as well as net present values over the time period. Rolling easements and Right-of-Way easements were also calculated for shoreline properties. Conducted a sensitivity analysis and updated the Cost-Benefit tool with the appropriate values that assessed the impacts of coastal resiliency strategies. The resultant report provided Governments with guidance for choosing a mitigation strategy that best suits the specific community traits. The full report can be found http://www.environment.nsw.gov.au/resources/coasts/OldBarCBA.pdf.

Florida Statewide Agricultural Irrigation Demand, Florida Department of Agricultural and Consumer Services, Office of Energy – Research Analyst. The Florida Department of Agriculture and Consumer Services (FDACS) was charged by the 2012-13 legislature with developing a statewide estimate of agricultural water use for the first time, in light of heightened water scarcity. In fulfilling this mission, a GIS model for estimating current and future water use has been developed, using engineering and econometric models to project water demand under multiple scenarios of crop profitability, climate, development pressures, and conservation measures. Research was conducted to compile NAIP imagery for individual regression sets. NDVI datasets were created for further mapping and analysis. Facilitated the QC process for the tensioning coefficients used in the model. Created moving average analysis, trends, and projections to 2035 on the acres of Land in Farms and Irrigated Acreage from 1987-2012 Agriculture Censuses for SRWMD and the Suwannee River portion of the North Florida Regional Water Supply Plan. Ongoing.

Improvements to Water Use Estimates, St. Johns River Water Management District – Research Analyst. Performed GIS analysis and data processing to meet project milestones. This project involves the characterization of Agricultural water withdrawals within the 'MegaModel' and NFSEG model domains. Options were explored to determine the best methods for reasonably representing water use regionally as well as at the parcel level, using the best available data. Alternative methodologies to distribute water use were identified and tested. A GIS geodatabase was generated, and a summary display of disaggregated sectors and associated water volumes was produced.

Economic Impact of the St. Johns River and Water Quality on Property Values, St. Johns River Water Management District – Research Analyst. Data collected on properties, demographics, water quality, and public awareness of harmful algal blooms over ten years was used to create an econometric model for estimating the economic value of the Lower St. Johns Basin on property sales. A hedonic pricing model was used to estimate the economic value in which property values and ad valorem taxes reflect upon the public value for aesthetics, access and open space enjoyment of the River. Collected demographics and water quality data to be used within the model. The data collected was further mapped in GIS and a database was created with the available data applied to properties across ten years and for different segments of the River. Properties within the defined 1500m buffer were also given proximity effects.

Cortney Cortez
Research Analyst

Cost-Benefit Analysis Tool, Sydney Catchment Authority – Research Analyst. Contributed to the updating layout for cost-benefit analysis tool and protocol to assess proposed storm water and sewer projects under the Priority Pollutants Infrastructure Grants Program. Assisted with literature review and updating reference values to current year.

Research: Determinates of Firearm Demand, ECO 4934 – Researched and located data that represented demand such as background checks facilitated by the National Instant Criminal Background Checking System (NICS) that tracks when anyone applies for a firearm. Ran a multiple linear regression with cross-section data; 50 states over 14 years with variables such as how many firearms were manufactured, crime rate per capita, income per capita, president, and public panic, or widespread fear. Assessed the threats to validity such as omitted variable bias and functional form.

Strategic Management: Applied Strategy Incorporated, MAN 4720 - Conducted a comprehensive 10-K analysis for Dollar General using a SWOT analysis, PESTEL, and Porter's Five Forces. Conducted an external analysis for the Department Stores and other merchandise industry and an internal analysis that created a strategic initiative for Target Corporation to aide in the growth of the apparel segment.

SOFTWARE PROFICIENCY

ArcGIS, STATA, Microsoft Excel, Access, Word and PowerPoint.

The Balmoral Group understands that this project is intended to assist the City of Cocoa, and specifically its Economic Development arm, in understanding the opportunities, challenges and constraints it faces in generating sound economic growth. Critical to a successful outcome of this project will be a solid understanding of the underlying economic drivers in the City, its workforce and infrastructure capacity to support various industries and economic sectors, and its relative standing to competing or complementary cities and counties in the area.

To achieve these objectives, the City seeks a consultant to:

1. Identify current issues of concern in the City's business community, including the perception of business leaders regarding steps the City could be taking to address these concerns;

2. Identify a stratified sample of businesses within the City which represents a broad and deep representation of the City's business community, and convene this group to compile a thorough SWOTT (Strengths, Weaknesses, Opportunities, Threats, Trends) analysis of the City's business environment.

3. Use the SWOTT analysis group to generate a list of actionable items that the City can undertake, as funds are available, to address business environment challenges that the community will embrace to encourage business expansion or success.

4. Perform an overall analysis of Cocoa's workforce, skilled labor gaps, and local transport corridor.

5. Generate a list of actionable items relative to the business community, which the City may undertake to improve its prospects for growth relative to competing or complementary cities and/ or counties.

A successful outcome of this project will provide the City with a roadmap to an economic development plan that is supported by the City's workforce, infrastructure, education base, and development potential. The plan will include:

- Proposed improvements to the economic climate of the City, including strategies for attracting capital, employment growth, and refining educational needs;

- Proposed marketing and/or promotion efforts, with defined target groups, time frames and message; this could include case studies of successful efforts in other geographical areas, depending on the City's wishes and/or existing arrangements with marketing/public relations firms;

- Prioritization or identification of neighborhoods with greatest potential for improvement given existing or potential facilities, workforce and development patterns; and

- Solid documentation to support each recommended action.

TBG has experience in facilitating groups of stakeholders to develop meaningful action plans for policymakers. In this case, the objective is to engage the business community in a series of discussions which elicit useful insights that are representative of business owners' concerns and aspirations, revealing of trends in business owners' attitudes toward Cocoa opportunities, and improved policies and programs by the City. Gathering potentially sensitive proprietary data from business owners requires several elements:

- Endorsement from a trusted business advocacy leader;
- Adequate (but concise) background information to prepare participants for a meaningful discussion, and assurance of confidential treatment and beneficial use of feedback;
- Timely notice to generate substantial attendance and significant interaction to ensure that the appropriate level of management and/or owner participates.

TBG has ample experience assembling groups of stakeholders to discuss expenditures of public money in a manner that produces meaningful, actionable feedback.

We have found that involving the Chamber of Commerce, Tourism Development Council or another highly regarded leadership body, which will vary by community, greatly enhances participation and feedback. In a recent project with Seminole County, we used an electronic survey to gain sensitive information. By enlisting the local Chamber of Commerce to contribute language to our cover email for particular market segments, participation increased over other market segments.

In the case of meetings, advance notification and timely follow-up is critical. Our internal systems are designed to provide 4-6 weeks' notice of substantial meetings, with follow-up 2 weeks prior and one-on-one confirmation of attendance 48-72 hours prior to the meeting. We find that carefully tracking invitations and responses generates greater certainty, and replacement representation, if a last minute business owner cannot attend.

The Balmoral Group team has developed the Technical Approach outlined below, along with the following milestones. The dates shown assume an estimated project start date of April 14, 2015. A different start date will also be accommodated by our team, if the City is better served by doing so.

The Balmoral Group proposes the following approach

Task 1. Business Survey

We would propose utilizing computer-based survey instruments for the business survey. The electronic survey can be supplemented with telephone or email surveys; these survey instruments tend to have lower response rates and higher costs, given societal shifts in attitude toward these instruments. We anticipate preparing draft survey instruments and methodology for the City's concurrence, incorporating comments and changes, and undertaking the actual survey within 30-60 days from the Project Kickoff Meeting, depending on the City's time table.

One challenge to the survey will be the data available for selecting a representative sample of businesses. TBG has used BTR data in the past, most recently for the Seminole County project. There are some special considerations that must be taken into account when using BTR data for sampling. For example, the BTR data will over-represent certain industries; depending on local licensing requirements, a hair salon that employs 8 hairdressers may have 9 BTR records – one for each hairdresser plus one for the salon itself. The same is often true with certain financial professionals and other practitioners. Hence a stratified sample that does not take this factor into account will poorly represent the actual business community. In addition, depending on the data collection protocol, some industries may be under- or over-represented simply based on the categorization used when recording their initial license; "Miscellaneous" can include a lot of important industries, depending on the data entry operator. Upon a review of the BTR data, we may propose utilizing InfoUSA data as well, which we have incorporated into past projects.

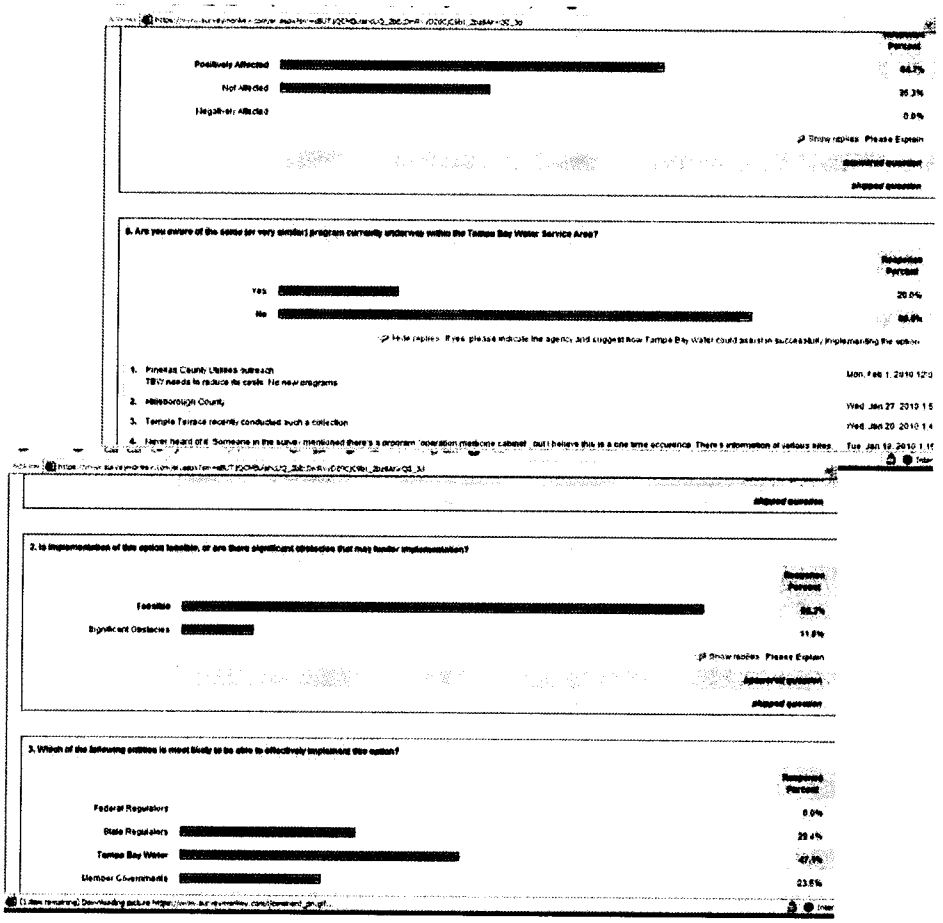
Based on discussions from the kickoff meeting, we will draft proposed survey questions for review by City staff. The questions will be designed to address three fundamental topics:

1. What are the business community's primary concerns about doing business in Cocoa?
2. What are the underlying attributes of the various issues identified; i.e. how can they be addressed?
3. What are the underlying attributes of the firms that raise similar concerns (how are firms with similar issues alike)?

For example, a concern regarding traffic or parking may only affect certain types of business or only businesses in a particular area. Careful survey design is critical to ensuring that the data captured allows policymakers to understand how concerns affect different constituents. Different constituent groups may contribute in different ways to the City's overall economic development goals. Survey questions could include business owners' workforce needs and their' opinions on economic development challenges.

The following screenshots show an example of how questions can be crafted to identify details of constituents' concerns in a straightforward manner.

FIGURE 3. SAMPLE SCREEN SHOTS OF SIMILAR SURVEY ELICITING RESPONSES TO BUSINESS SURVEY WITH DETAILED COMMENTS CAPABILITY



We will prepare reports summarizing survey results including overall conclusions. We can include excerpts of detailed respondent remarks or comments; in the case of an ongoing project with another client, we utilized a "dashboard" approach, which provided samples of comments strongly "for" and strongly "against" particular options, in addition to a summary of the prevailing responses. Management found this extremely helpful in sorting through a large quantity of diverse input; the summary provided a "flavor" of the comments, and comment logs provided the details if they wished to view all of the feedback received. We would review preliminary survey results with City staff prior to drafting the report, and ensure that all City concerns are addressed in the report. We would also thoroughly vet proposed City Council presentations well in advance of scheduled presentation dates.

Based on similar recent projects, we propose the following schedule. This is based on a hypothetical start date of April 14, 2015; we can accommodate other start dates as the City desires.

Task 1	Start	End
Kickoff Meeting	4/15/2015	4/17/2015
Draft Survey and Sample	4/27/2015	5/06/2015
Distribute Survey	5/07/2015	6/08/2015
Prepare and Present Technical Report	6/08/2015	07/01/2015

Task 2. Business Environment Focus Groups

The business survey can be used very successfully to frame the efforts of focus groups. Given the diversity in development patterns among the several commercial corridors in Cocoa, we would propose several meeting alternatives to address the diverse work schedules and locations of a broad group of businesses. Also, different areas are likely to have different concerns and issues. Accordingly, multiple locations, dates and times will be offered for the focus group meetings.

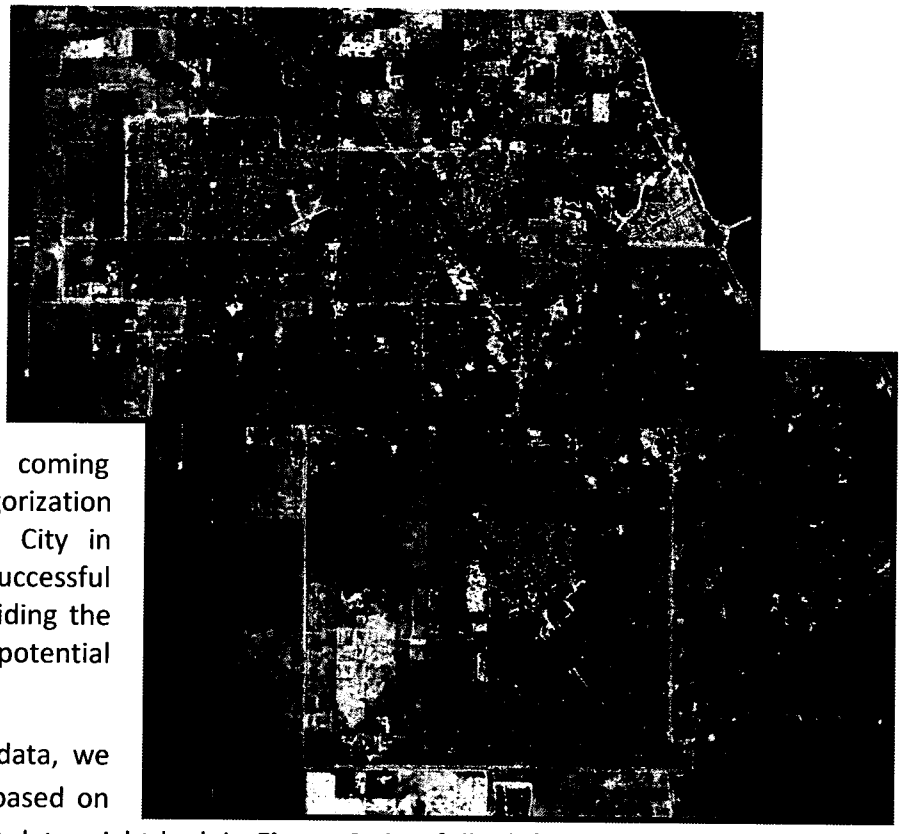
An important component of a successful focus group is providing appropriate preparatory materials, both to the City and to the intended participants. In this case, we have identified a number of industries that are major employers in the Cocoa area, as shown in **Figure 4**. These figures represent the Cocoa area, but by definition will not exactly describe the Cocoa marketplace. However, they provide a framework for discussing the City's objectives for each focus group. Does the City wish to target certain industries or types of industries for growth? Does the City intend for commercial corridors to look substantially different in five years than they do today? If so, how, and how is the business community responding to City policies that would affect future business corridors?

FIGURE 4. EMPLOYMENT BY MAJOR INDUSTRIES IN COCOA

Industry	Total Establishment	Total Employees	Employees Per Establishment
Total Businesses	1184	9833	8
Private Sector	1118	8834	8
Public Administration	29	928	32
Construction	133	546	4
Professional, Scientific, and Technical Services	124	501	4
Manufacturing	45	459	10
Real Estate and Rental and Leasing	57	214	4
Retail Trade	212	1791	9
Healthcare and Social Assistance	93	758	8
Administrative,Support,Waste Mgmt remediation Services	60	254	4

The maps in **Figure 5** offer a birds-eye view of the commercial corridors coded according to their current industry's expected growth over the next five years – with purple segments reflecting lower growth industries, and blue representing higher growth industries. All of the industries are important to the Cocoa revenue base and sustainability, but these groups will have different needs from the City over the coming months and years. This categorization may be more helpful to the City in establishing benchmarks for a successful focus group *outcome* than in aiding the discussion itself, since growth potential could be a sensitive matter.

FIGURE 5. BIRDSEYE VIEW OF CLIENT COMMUNITY COMMERCIAL CORRIDORS



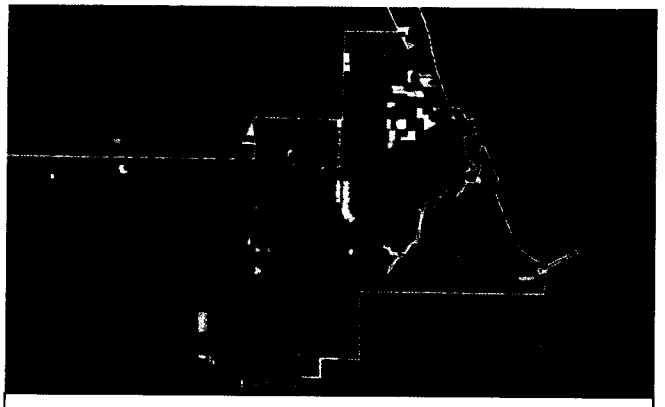
Based on the Brevard County data, we show how a stratified sample based on industry segmentation from BTR data might look in **Figure 6**. Carefully defined parameters for the intended target group will ensure that the chosen sample is representative of the local business community.

FIGURE 6. EXAMPLE OF STRATIFIED SAMPLE FROM BTR DATA, PRORATED BY INDUSTRY MARKET SHARE

NAICS Category	NAME	ADDRESS	PHONE	CITY	ZIP
ACCOMMODATION AND FOOD SERVICES	SONNYS REAL PIT BAR-B-Q	7460 DOVER GARDEN LN	407-660-8888	OVIEDO	32765
ACCOMMODATION AND FOOD SERVICES	TASTE OF CHINA	3801 W LAKE MARY BLVD NO133	407-328-9998	LAKE MARY	32746
ADMINISTRATIVE AND SUPPORT AND WAS	SHANNON SERVICES	445 W CLEMSON DR	407-496-6542	ALTAMONTE SPRINGS	32714
ADMINISTRATIVE AND SUPPORT AND WAS	REGAL NAILS	1241 SR 436	407-671-1143	CASSELBERRY	32707
ADMINISTRATIVE AND SUPPORT AND WAS	USA SERVICES OF FLORIDA	448 SPRING HAMMOCK CT	407-339-1800	LONGWOOD	32750
ADMINISTRATIVE AND SUPPORT AND WAS	BATESON BUSINESS BROKERAGE	445 DOUGLAS AVE STE 1305	407-772-2340	ALTAMONTE SPRINGS	32714
CONSTRUCTION	INTERSTATE INVESTMENT	999 DOUGLAS AVE 2215	407-875-0024	ALTAMONTE SPRINGS	32714
CONSTRUCTION	MILLENNIUM FLOORING	2837 CANDELA CT		APOPKA	32703
CONSTRUCTION	MITCHELLS LTD	1055 REGAL POINTE TERR	407-733-9972	LAKE MARY	32746
FINANCE AND INSURANCE	PRIMERICA FINANCIAL SVC	500 E SR 434 NO B101	407-767-5755	ALTAMONTE SPRINGS	32714
FINANCE AND INSURANCE	AM SOUTH	1230 W MC CULLOCH RD	407-366-2126	OVIEDO	32765
HEALTH CARE AND SOCIAL ASSISTANCE	DAVID R LACH DDS MS PA	4250 ALAFAYA TRAIL	407-359-1960	OVIEDO	32765
HEALTH CARE AND SOCIAL ASSISTANCE	DUKE PHU NGUYEN	809 RINEHART RD	407-323-4649	LAKE MARY	32746
HEALTH CARE AND SOCIAL ASSISTANCE	JOSIE VELASCO OD PA	3661 ORLANDO DR	407-323-4640	SANFORD	32773
MANUFACTURING	CUSTOM CABINETS BY DONALD CRIST II	2496 MILLSCREEK RD	407-366-7929	CHULUOTA	32766
MANUFACTURING	AMERICAN EAGLE SVC UNLTD	331 OLEANDER WAY NO 1011	407-222-8600	CASSELBERRY	32707
OTHER SERVICES (EXCEPT PUBLIC ADMINI	SANFORD MOOSE LODGE NO1851	2660 S PALMETTO AVE	407-322-9758	SANFORD	32773
OTHER SERVICES (EXCEPT PUBLIC ADMINI	PETER DOYLE	2873 N MORNINGSIDE DR	407-981-8785	OVIEDO	32765
OTHER SERVICES (EXCEPT PUBLIC ADMINI	SAFARIS SALON	2636 W SR 434	407-788-8870	LONGWOOD	32779
PROFESSIONAL, SCIENTIFIC, AND TECHNIC	CENTRAL FLORIDA ALL STAR FOOTBALL GAME	781 DOUGLAS AVE	407-862-2529	ALTAMONTE SPRINGS	32714
PROFESSIONAL, SCIENTIFIC, AND TECHNIC	CENTRAL FLORIDA HYPERBARIC	5423 LAKE HOWELL RD	407-671-5055	WINTER PARK	32792
PROFESSIONAL, SCIENTIFIC, AND TECHNIC	CLOSING HOUSE	4008 SAFFLOWER TER	407-977-6874	CHULUOTA	32766
PROFESSIONAL, SCIENTIFIC, AND TECHNIC	ECAP	1535 N MAITLAND AVE	407-260-2220	MAITLAND	32751
REAL ESTATE AND RENTAL AND LEASING	TITLE PROS OF FLORIDA	2981 W SR 434	407-774-4117	LONGWOOD	32779
REAL ESTATE AND RENTAL AND LEASING	U-HAUL CO OF FLORIDA	5750 S HWY 1792	407-339-5000	GENEVA	32732
RETAIL TRADE	PTM EAST COAST	150 NATIONAL PL	407-260-5505	LONGWOOD	32750
RETAIL TRADE	SURMA FOOD MART	2594 AIRPORT BLVD	407-323-6251	SANFORD	32771
RETAIL TRADE	SURETRENDSORPORATED	1621 OAK SPRINGS PL	832-643-4378	LAKE MARY	32746
RETAIL TRADE	THOMAS L CARAWAY	1954 HOWELL BRANCH RD	407-677-9993	WINTER PARK	32792
RETAIL TRADE	SCHWANS HOME SERVICE	120 TECH DR	407-330-2197	SANFORD	32771
WHOLESALE TRADE	ASPEN ASSOCIATES	805 DOUGLAS AVE	407-774-5700	ALTAMONTE SPRINGS	32714
WHOLESALE TRADE	CLASSIC CONSTRUCTION	5450 S BRYANT AVE	407-323-6323	SANFORD	32773

One technique for leading focus groups is the modified Delphi method, which compiles responses to questions from targeted individuals or businesses, generates summaries of the information, and redistributes the responses with anonymous comments to the same group. The group can revise their answers based on review of other respondents' feedback, or leave their responses the same. We have found that a diverse group of people with diverse interests tend to converge in numerous areas when provided with alternative perspectives on an issue; the collective wisdom of a large group can quickly be assimilated into useful policy implications using this information. This can be done in a virtual setting, but it can also be accomplished in person, albeit with a slightly longer time commitment if more than one round of responses is used.

FIGURE 7. COMMERCIAL CORRIDORS SHOWING THE DISTRIBUTION OF BUSINESS TYPES IN THIS AREA OF PALM BAY



Blue = retail, Orange = Professional services, Maroon = Leisure, Gray = Transportation & Utilities and Pink = Construction. Expected growth or redevelopment in various areas of the City will affect the potential customer base and workforce opportunities of these market segments

Traditional focus group methods can also be effective, though proper preparation is key. Announcements of the event must use language that is unbiased and reflects the benefits of participation. Brief opening presentations describing the intention of the workshops can set the tone, rules and goals of the focus groups, and can encourage active, constructive participation. Maintaining objective and useful discussion can be achieved by defining scale, and vetting suggestions vis-a-vis their application to local vs. regional vs. state or national efforts. By introducing a parameter to the discussion that defines ability to effect change at the local level, unproductive discussion can be mitigated and redirected to useful topics. Visual aids can assist in establishing these discussion parameters as well.

Appropriate visual aids assist active discussion. Maps similar to those in **Figure 5** or **Figure 7** may be helpful for prompting discussion of areas where the City can assist, or has particular benefits relative to other business environments. All proposed graphics would be vetted with City staff prior to use.

Regardless of the final method or methods chosen to complete the focus group efforts, we will prepare a detailed meeting plan and schedule for the City's review and concurrence following the kickoff meeting. As with the business survey, we will prepare reports which detail

attendance, feedback, and comments, and summarize conclusions as to City policies or initiatives for which changes may be indicated.

Task 2	Start	End
Kick-off meeting	4/15/2015	4/17/2015
Prepare Focus Group Methodology	7/13/2015	8/14/2015
Conduct Focus Group Meetings	8/17/2015	9/25/2015
Prepare Recommendations and Present	9/28/2015	10/16/2015

Task 3- Final Report and Recommendations

The final Phase of the project will entail generation of the Final Written Report for The City of Coca. We understand the City's critical issues to be addressed are:

1. What is the City's current economic environment, in the eyes of the business community, and what is it expected to be in future?
2. What are the optimal opportunities for the City to encourage and retain private sector investment and job creation?
3. Are there specific policies, rules or laws that, if changed, would improve the answers to the first two questions?

Recommended strategies will be enumerated over short-, medium- and long-term planning horizons. The Balmoral Group adopts realistic and practical assumptions in generating economic development priorities. Short-term goals will consist of economic development steps which can be realized by utilizing current City resources.

Medium-term strategies are those which require more concentrated effort and coordination with outside forces, such as other agencies and communities, or dedicated financial resources that are substantially outside the range of normal budgeted expenditures. Long-term strategies can be loosely described as those which necessitate several fiscal cycles to accomplish, regulatory or legislative evolution, or coordination with multiple parties outside the City's control.

Regardless of the planning horizon under consideration, The Balmoral Group will estimate realistic time frames and budgets from the data captured and validated in the earlier tasks. Action plans delineating responsible departments/agencies, key performance indicators, appropriate funding sources, and achievement milestones will be developed for each priority. This will be accomplished through compilation of individual industry benchmarks and validating this summation against financial analysts' best estimates and trade group estimates for reliability and scale. Risks will be identified and alternative scenarios will be outlined to identify most likely implications in terms of deviation from desired outcomes. Again, data from financial and industry experts will be used to support the reliability of these estimates.

With regard to both economic development priorities, discretion is necessary. Just as speculators tend to buy land in the path of a proposed roadway, so can market players exploit knowledge of internal estimates to their advantage. Additionally, we have previously mentioned the expected difficulty in reconciling the perspectives of parties with potentially differing interests in this marketplace. Consequently, this phase of the project will be closely guarded and treated as confidential information.

Finally, policies, rules, laws or approaches which appear to be exerting significant negative influence over business growth – or, alternatively, are not being fully utilized - will be described. Specific communication strategies, incentive programs, entrepreneurship and retention strategies will be enumerated, and analysis of the intended and unintended consequences that could be expected to accompany such changes will be summarized, as they impact the City, its constituents and its vendors. For example, one pattern anticipated to occur during the project life is a more rapid increase in commercial real estate and housing values in the surrounding area. Private sector investment decisions made this year can be expected to enlighten the City's competitive outlook for several industries. This is an example of a scenario that would be included in this analysis.

Deliverables would include:

- Written report summarizing recommended economic development strategies
  - Identification of challenges and potential solutions
  - Comprehensive and prioritized action plans
  - Comprehensive analysis of expected industry changes and local transport corridor
  - A thorough analysis of the City's Strengths, Weaknesses, Opportunities, Threats and Trends
  - Appendices including detailed descriptions of local economic climate, competitive assessment, real estate marketplace and infrastructure
- GIS Maps and database of pertinent statistics and acquired data
- Excel spreadsheets of quantitative data on city parcels, including existing and planned facilities and capacity
- Detailed interview notes with Industry Key Players

Our Work Plan provides for a review by the City of our Final Report, with a 45 day period for Comments and Revisions, prior to the City's stated Final Due Date of 180 working days from Project Start.

In accordance with RFP requirements, the following Table provides a breakdown of total hours by discipline for each Task. Following the table is our detailed timeline for completion. Our firm fixed price includes all travel costs, materials, and required effort to complete the proposed project.

Role	Hours	Hourly Rate	Total Cost
Project Management	32	$175.00	$5,600
Senior Economist	36	$125.00	$4,500
Lead Economist	56	$125.00	$7,000
Research Economist	104	$110.00	$11,440
GIS Specialist	128	$80.00	$10,240
Economic Analyst	144	$75.00	$10,800
Total	462		$49,580

For purposes of this estimate, we have assumed that hard copy printing of the final report will be in quantities comparable to the proposal. If substantially more hard copy printing is requested, The Balmoral Group will seek reimbursement of printing costs using our State of Florida schedule, which follows.

ITEM	UNITS	COST / UNIT
Reproduction Costs:		
Miscellaneous Copies (8.5"x11" - black & white)	Each	$0.13
Copies of Plans (11"x17" - black & white)	Each	$0.32
Copies (8.5"x11" - color)	Each	$0.69
Copies (11"x17" - color)	Each	$1.90
Package Delivery (FedEx Std up to 1 lb)	Each / Ltr Size	$16.00
Maps (11"x17" - Color)	Each	$1.90
Copies of Maps (11"x17" - black & white)	Sq Ft	$0.32
Public Involvement		
Newspaper Advertisements, if required	Each	AT COST
Postage for Mailing	Each Ltr	$0.49
Foam Core Mounting of Display Graphics	Each	$22.37

REQUEST FOR PROPOSAL #P-15-05-COC
ECONOMIC BASE ANALYSIS

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUE DATE: 01/12/2015

PROPOSALS MUST BE RECEIVED PRIOR TO 4:00 P.M. ON 02/20/2015

PURCHASING CONTACT: H.J. Rowan, Purchasing Manager
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: hrowan@cocoafl.org

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: The Balmoral Group, LLC	Discount for total award of proposal: _____
Address: 165 Lincoln Avenue	Proposals are firm for 90 days
City, State, Zip: Winter Park, FL 32789	Yes ✓ No___ Other_____
	Do you accept Visa? □ YES ✓ NO
Phone Number: 407-629-2185	List of Deviations (if any) attached Yes___ No ✓
Fax Number: 407-629-2183	If submitting a "NO PROPOSAL", state reason: _____
E-Mail Address: vseidel@balmoralgroup.us	
FEIN Number: 03-0546876	_____

Proposal packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining late Proposals.

One (1) original (MARKED "ORIGINAL") and five (5) copies of all Proposal sheets and required attachments must be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP No. P-15-05-COC, "ECONOMIC BASE ANALYSIS" Proposer's name and return address must be clearly identified on the outside of the envelope.

Authorized Signature

Valent Seidel / President
Printed Name & Title

President
Title (typed or printed)

2/19/2015
Date

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
The Balmoral Group, LLC	2/19/2015
Signature of Authorized Certifying Official: 	Title: President

Scrutinized Company Certification
Solicitation No. P-15-05-COC
(Economic Base Analysis)

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

Valerie Seidel, President
(Printed Name and Title)

The Balmoral Group, LLC
(Name of Vendor)

STATE OF FLORIDA, COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of February 20 15, by VALERIE SEIDEL (name of person whose signature is being notarized) as PRESIDENT (title) of THE BALMORAL GROUP (Name of Vendor). known to me to be the person described herein, or who produced _____ (type of identification) as identification. and who did/did not take an oath.

NOTARY PUBLIC:

Evelyn Ruiz Montero State of Florida at Large (Seal)
(Signature)

EVELYN RUIZ MONTERO My commission expires: 4/8/2017
(Print Name)

EVELYN RUIZ MONTERO
Notary Public - State of Florida
My Comm. Expires Apr 8, 2017
Commission # EE 864966

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List;
Or
http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, is received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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 prohibitions.

2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.

6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

AUTHORIZED SIGNATURE

The Balmoral Group, LLC

COMPANY

2/19/2015

DATE

City of Cocoa, Florida Economic Baseline Analysis 2015

Contract # P- 15- 05- COC

Prepared By:
The Balmoral Group
165 Lincoln Avenue
Winter Park, Florida 32789
Contact: Valerie Seidel, President
407-629-2185 x 104

November 14, 2015

Joan Junkala
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Economic Base Analysis

Dear Ms. Junkala:

We are pleased to submit the Economic Base Analysis for the City of Cocoa. The report has been developed in consultation with key stakeholders, and based on substantial research and analysis of the City's strengths, weaknesses, opportunities & threats.

This Report includes identification of the City's local economic characteristics and provides recommended strategies. The recommendations are based on examination of the City's socioeconomic data, industry mix, employment, retail sales, and growth projections. Cocoa is well-positioned to capitalize on its competitive advantages in certain sectors and mitigate barriers to optimal economic development, as described herein.

Over 100 stakeholders contributed generously of their time and input throughout this project. We are particularly appreciative of the thoughtful consideration provided by your business community through focus groups and extensive interviews; an Acknowledgments page is provided at the end of the report, which may allow the city to recognize their willing contributions of time and input. Time is valuable, and their insight and investment warrants recognition.

This strategy provides a framework for the City to refine and define its economic development efforts. Thank you for the opportunity to provide support to the City towards achieving this goal.

Best Regards,



Valerie Seidel
President, The Balmoral Group

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Executive Summary

The City of Cocoa has commissioned an Economic Base Analysis as one of several steps toward advancing Cocoa's economic climate. The analysis is intended to determine the overall current economic climate of the City, identify challenges, and develop a strategy for improvement. In addition, the analysis is intended to identify specific plans and implementation steps for improving the overall economic condition of the City, including strategies for attracting large employers and capital investment, building a skilled workforce, and industry sectors to target for attraction/recruitment efforts

To that end, the Balmoral Group (TBG) has engaged in outreach, interviews, data collection, research, and other tasks to assess the city's economy and how it may be expanded. Recommendations have been developed for a successful local economic development strategy, guided by a formal analysis of Strengths, Weaknesses, Opportunities and Threats (SWOT).

Fundamentally, Local Economic Development refers to the aspects of economic activity that local governments influence. Each community occupies a distinct position on the spectrum of local economic development, which can range from providing information, training, and consulting services to small and medium-sized firms, to programs that target distressed areas, to direct investment in specific infrastructure or specific firm or industry sector expansion plans. The public receives benefits from local economic development if

> *". . . the increased local business activity leads to fiscal benefits or employment benefits. Fiscal benefits occur when the increased business activities, and the spinoff effects of this increased business activity on the local economy, result in tax revenue that exceeds required public expenditure increases. Employment benefits occur when the wages of the newly created local jobs exceed the "opportunity costs" of the non-working time foregone by local residents who obtain jobs because of the newly created jobs."*[1]

A focus of this project was identification of the key merits to doing business in the City, through the eyes of business owners and executives. In the highly competitive Florida market, key strengths recognized by the business community include the legacy workforce of technical workers, particularly in the manufacturing sector, and the location, with proximity to major interstates, ports and metropolitan areas. In terms of attracting employers and investment, supply chain and site selection experts echoed the survey and interview respondents in advising that the City would do well to focus on a few areas – namely, (1) manufacturing, particularly fabrication and precision instrument manufacturing to serve aviation/aerospace industry on the Space Coast; (2) medical manufacturing and support services to address the growing needs of the Florida medical research community and the emerging medical base of metro Orlando, (3) trade, transportation and warehousing/logistics/distribution sectors, specifically that serve the existing manufacturing base (both traditional and evolving), and potentially refrigerated storage. Based on feedback from national supply chain and site selection experts, the City may wish to focus on regional Southeastern U.S. trade conferences and associations within these sectors.

[1] Bartik, Timothy J. 2002. "Evaluating the Impacts of Local Economic Development Policies on Local Economic Outcomes: What Has Been Done and What is Doable?" Upjohn Institute Working Paper No. 03-89. Kalamazoo, MI: W.E. Upjohn Institute for Employment Research.

Continued investment in hard infrastructure – filling gaps in sewer systems, for example, and supplementing district-specific signage – are recommended. Finally, focused effort to raise the incomes at the lowest end of the spectrum should get a boost from the upcoming Community School. This provides an outstanding opportunity for the City to engage businesses in supporting the disadvantaged community, potentially resolving ongoing challenges and removing an obstacle to business recruitment.

This report contains the following elements:

1. Overview of Business Environment
2. Summary of Demographics and Industry Composition
3. Results of Business Owner Surveys, Interviews and Focus Groups
4. Summary of Strengths, Weaknesses, Opportunities Threats & Trends in Key Corridors
5. Description of Recommended Strategies
6. Acknowledgements
7. Works Cited

Business Environment

To assess the current economic climate in the City, data was collected from a variety of public and proprietary sources, and supplemented with interviews, surveys of business owners, and focus group discussions. Electronic versions of data that was compiled to assess employment, industry composition, spending, demographics have been provided to the city concurrent with the delivery of this report. Details are provided throughout this report.

Why Should Businesses Come to Cocoa?

The current economic climate in the City of Cocoa shows strong promise for future growth in business expansion, workforce development, incomes and consumer spending. While barriers to growth exist, proven economic tools exist to alleviate these problems. Over the course of the research, key themes have emerged from consensus among interviewees and focus group participants.

Skilled Workforce and Training Programs

The majority of those providing information for this study have indicated that Cocoa's workforce is a valued asset. Due to its role in the Space Coast legacy and its abundance of manufacturers, Cocoa has an above average supply of qualified technical workers. Local assets such as Eastern Florida State College and the Space Coast Machinist Apprenticeship Program, in addition to broader regional resources like CareerSource Brevard, provide sources for additional training and recruiting support that are perceived to be effective and generally responsive to business needs. Business owners have successfully worked with the local academics to establish custom training programs when needed.

Established Manufacturing Base

Cocoa's S.R. 528 Corridor provides a solid variety of established companies, including a nexus of traditional and innovative manufacturing and fabrication businesses that support a solid base of skilled workers, and specialized equipment and services. The infrastructure for this sector is well-established – many other Florida communities are trying to build, or rebuild, supplier and support service networks in this sector, and Cocoa has a strong head start; access to required raw materials, specialized suppliers and skilled workforce is ranked above average by local industry. The availability of land and water/sewer mains along Grissom Parkway offer an opportunity for businesses to build new facilities. The limited number of pad-ready sites and significant signage denoting the industrial areas is an opportunity, and the City is in process of addressing signage.[2] The significant concentration of industrial and manufacturing operations in the Cidco Road/Industry Road vicinity may warrant consideration for specific signage recognizing the cluster of businesses in the area. Additional signage may help further ingrain this area as a manufacturing/industrial center, generating awareness for site selectors and businesses looking to expand or relocate.

Location

Businesses looking to relocate not only seek skilled labor and incentives, but the ability to easily transport materials and products. Cocoa stands out in the region because it provides excellent road and port access. The S.R. 524 and S.R. 528 Corridors benefit from easy access to Orlando, Jacksonville and Miami via I-95, U.S. 1, S.R. 528 and S.R. 524. Port Canaveral is nearby and attracts tourists to the area;

[2] It should be noted that Grissom Parkway does not offer pad ready sites at this time, which may hinder relocation interest.

the Port's efforts to expand cargo shipments is expected to be a boon to the local economy and generate new support service businesses as cargo movement develops critical mass in the area. One example of potential new services is refrigerated storage. Though substantial investment is required for refrigerated warehouses, refrigerated storage is considered recession proof by nature. Cold storage space is used by various industries, including wholesalers, pharma and floral products, food manufacturing and retailers, and Cocoa could benefit from refrigerated warehouses due to its excellent proximity to major roadways and ports and Foreign Trade Zone (FTZ) incentives.[3]

Business leaders report that per square foot, storage facilities in Cocoa are often $1.50 to $2 cheaper than Orlando, which will often offset the transportation costs to metropolitan cities, and offers less traffic congestion than nearby metro areas. Recent announcements indicate that Port Canaveral is seeking opportunity to attract large users of some of the land it acquired in the area, which may indicate both availability of some larger tracts for other investors, and a delay in seeing some of the planned logistics expansion come to fruition.

Continued Infrastructure Investments

Significant community improvement projects are underway at this writing, and represent outward signs of community investment and enhancements. Examples include designs for a mooring field to better capitalize on Cocoa's waterfront, the Porcher House Centennial Restoration Project, and significant enhancements to water and wastewater infrastructure (and a major reconstruction of U.S.1. The City's water utility is considered superior to surrounding areas for better water pressure and well-maintained facilities. A gap analysis is needed for sewer connections.

Well-Respected and Responsive Law Enforcement

Concerns about Cocoa's crime rates are raised as a perception issue in discussion with business leaders. Crime is not perceived as pervasive by business owners, but as poverty-driven and restricted to specific corridors. Local law enforcement receives nearly universally positive reviews, and crime rates have declined in recent years. Business owners are reassured and receptive to being educated on these aspects. The City may wish to subtly incorporate these issues to offset perception early on, as crime is considered a key factor in site selection discussions.

Proactive efforts to address poverty, education and workforce development

Almost every community has some areas of poverty, and Cocoa has a legacy area of disadvantaged demographics that the City has exerted significant efforts to engage and improve. An important example is the upcoming Community School planned for Cocoa's Endeavour Elementary School (see sidebar). The school will begin a 'Community School' program on January 8, 2016, which will be only the second in Florida and reflects aggressive work to take advantage of this opportunity. Community schools can have dramatic impacts on the larger neighborhood, and the region's ability to improve educational attainment, employment, and workforce development. While the wider community's support is required to make Community Schools a success, the program provides a game-changing opportunity to turn around the neighborhood served by Endeavour. Broad awareness of opportunities for business and state college collaboration should be a high priority as the school moves forward.

[3] IBISWorld

Strategies for addressing specific needs - such as mentoring, sponsorships, training, and supplies - should be well publicized and fully incorporated into the city's economic development priorities.

Regional Transportation and Development Patterns

Cocoa is effectively positioned as a manufacturing and industrial hub near local economic drivers, including Port Canaveral and Interstate 95. The City is situated within an hour drive from Orlando International Airport, Melbourne Regional Airport, and Space Coast Executive Airport. JAXPort is also roughly two hours from Cocoa. The proximity to Port Canaveral and the Kennedy Space Center is likely to serve Cocoa especially well in the coming years; specifically, a recent land acquisition for a port-related logistics center, if successful, will be a boon for jobs in the area. Renewed interest by investors in space-related launch and research activities (Blue Origins, the Jeff Bezos company; and SpaceX, the Elon Musk company) is a truly unique competitive advantage. Site selector professionals confirmed the desirable attributes of Cocoa's S.R. 528 industrial corridor, excellent location for transport (i.e. Port Canaveral, I-95, S.R. 524, U.S. 1), relatively lower land and labor costs, and availability of skilled labor. During the study, incidents of landowners asking unrealistic prices for raw land were raised anecdotally; market effects are expected to normalize the situation, and land costs are still relatively low compared to other metro areas in Florida.

Existing Local Economic Development Programs

Cocoa's Office of Economic Development has been consistently praised by business professionals in the City for providing welcomed support and outreach with what is acknowledged to be limited resources. Connecting businesses with one another and maintaining a link with the community through sponsored events and incentive navigation assistance, the department is consistently fighting for the needs of local employers and has shown commitment to maintaining a business-friendly environment.

Cocoa offers an abundance of incentives to attract businesses. The City's federally designated HUB zone has demonstrated success in attracting and retaining local companies, including small parts component manufacturers and engineering firms. Additional examples include an Economic Development Incentive Fund, Ad Valorem Tax Abatement, Commercial Façade grants, the recently received 4th EPA Brownfields grant, and other programs detailed in the Local Economic Development section herein.

Cocoa currently offers a broad range of local economic development incentive programs, and the City makes admirable efforts to maintain awareness of them; examples of promotion include Annual Economic Development Update (AEDU)[4] reports presented on the City website and other materials. Expedited permitting is considered one of the City's selling points, as permitting in some nearby areas is still perceived as slow. The relative competitiveness of Cocoa's offerings compares favorably to nearby cities, as shown in **Table 1.**

[4] The Annual Economic Development Update attracts 150-200 people each year.

Table 1: Local Incentive Program Comparison

Incentive Type	Cocoa	Rockledge	Titusville	Melbourne
Expedited permitting (S.N.A.P. program)	Yes	Yes	Yes	Yes
Brownfields Grant	Yes	Yes[a]	No	Yes[a]
Ad Valorem Tax Abatement	Yes	Yes	Yes	Yes
Commercial Façade Program	Yes	Yes	Yes	Yes
Economic Development Incentive Fund	Yes	Yes[b]	No	Yes[c]
Workforce Education and Training Programs	Yes	No	Yes	Yes
Incubator Program	No	No	No	No
HUBZone	Yes	No	No	Yes
Infrastructure Grant	Yes	No	No	Yes

Table Notes:

a Per the Florida Dept. of Environmental Protection (DEP), both Rockledge and Melbourne have designated brownfields – "Rockledge Redevelopment District (2010)" and the "Melbourne Economic Enhancement District (2008)." The cities coordinate the various incentives provided by DEP.

b Rockledge does not currently budget an independent Economic Development Incentive Fund; however, the City provides zoning relaxations, expedited permitting, façade improvement (matching) grants, free planning/design services, location/finder services, and reduced wastewater fees within the redevelopment district. To entice redevelopment the CRA looks to create low-interest loan pools from local banks.

c Melbourne cites the Melbourne Economic Enhancement District (Brownfield site) as its locus for economic incentives, for purposes under both DEO / Enterprise FL and DEP programs. The program includes Ad Valorem breaks, job bonuses and sales tax breaks.

The below list provides further description of selected business resources available in Cocoa.

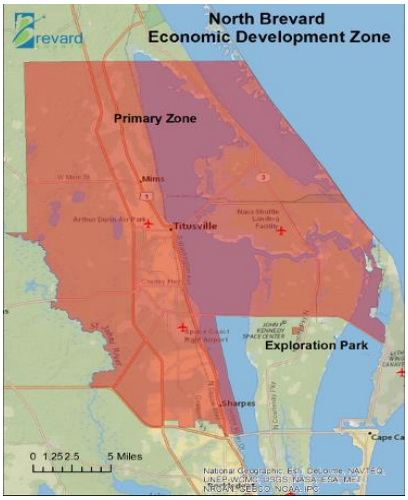
- **P.R.O. Business** – Providing Real Opportunities for Business Growth provides businesses assistance with business retention and expansion tools, including an online directory, a site visitation program, business spotlights, networking, events and business promotions.
- **Ad Valorem Tax Abatement Program** – abatement on tangible personal property which provides for the reduction of, or exemption from, government taxes available to new and expanding businesses within the City. The abatement's purpose is to encourage job creation and capital investment.
- **Economic Development Incentive (EDI) Fund**– A performance-based grant in which qualifying applicants are eligible for grant funding through business development and the creation of new jobs and utility related activities. Eligible businesses can be either new or expanding in which more than 10 jobs are created within the first year, with wage and capital investment thresholds.

- **Small Business Assistance Program** – a matching grant program assisting new and expanding businesses with costs that do not relate to utility-related improvements in the public right-of-way. The program expanded to include workforce skills training.
- **Commercial Façade Program** – The Diamond Square and Cocoa Community Redevelopment Agencies within the City of Cocoa provide individual matching grants for businesses in their respective redevelopment areas. The matching grants, up to $10,000, are to fund exterior improvements.
- **Brownfields Redevelopment Program** – The City of Cocoa is a four time grantee of the U.S. EPA Brownfields Grant. Funded through the Brownfields Assessment Grants by the U.S. EPA, which provides for the Phase I and Phase II Environmental Site Assessments to assess contamination of sites, assist with redevelopment planning, and coordination between intergovernmental agencies.
- **HUBZone Program** – a program which provides federal contracting and sub-contracting opportunities for small businesses located in Cocoa's Historically Underutilized Business Zones. The program helps foster the businesses to help empower communities and create jobs. Businesses are required to maintain a "principal office" in the designated area and 30% of their staff must live within a HUBZone.

North Brevard Economic Development Zone

In the wake of the end of NASA's space shuttle program, significant downsizing of NASA operations included extensive layoffs in northern Brevard County. In response, the North Brevard Economic Development Zone (NBEDZ) or "Zone" was established in 2011 by the Brevard County Board of County Commissioners as a Special Dependent District established under Florida Statute, Chapter 200. Its principal goal is facilitating job growth and economic development in the northern portion of Brevard County. The economic benefits within the Zone may result in positive spillover effects accruing to Cocoa due to its proximity; however, it will also compete with Cocoa in attracting new and expanding businesses, as its boundaries stop just short of including the City. The Zone provides cities within its boundaries some aggressive recruitment opportunities.

Figure 1. Map of the NBEDZ



Source: NBEDZ website; September 2015

The Zone involves four main components: high-wage business attraction and retention; utilizing incentives to encourage public-private partnerships to revitalize blighted commercial and industrial corridors; encouraging development of "pad ready" and/or "spec building" sites; and small business creation, expansion and retention. Though there is a wide array of industries targeted by the Zone, some of the primary target industries, such as defense, homeland security, and life sciences, are not target industry sectors for Cocoa, thus, they should be considered low level threats. One of the Zone's target industries, manufacturing, should be leveraged by Cocoa to create strong, lasting business relationships with the City's manufacturing base.

It should be noted that throughout the interviews, surveys and focus group interactions that were part of the data collection process for this study, no respondent raised the Zone as a primary issue; other

issues were considered higher levels of concern. When asked, respondents acknowledged the Zone as competition. As a competitive move, Cocoa can leverage its proximity to business relocations and growth within the Zone, while maintaining its own distinct offerings. Cocoa can benefit from supporting 'second-tier' companies that provides services and/or products to businesses within the Zone. For example, it may be worthwhile to examine ways in which Cocoa can target current or recently relocated manufacturing businesses within the Zone by providing support to its own manufacturing base. More creative routes may include considering special incentives for Cocoa manufacturing or support businesses that create business partnerships with Zone firms, and serving as a representative for Cocoa businesses by providing introductions, news updates and networking opportunities with Zone businesses; in short, creating stronger ties. Examples of businesses coming to the Zone that may benefit Cocoa's businesses through collaboration include Blue Origin, Embraer's seating facility in Titusville, and Falcon Marine LLC, a catamaran manufacturer also in Titusville.

Community Redevelopment Agencies (CRAs)

Cocoa currently has three CRAs – Cocoa, U.S. 1, and Diamond Square. Services provided by the CRAs can include streetscaping design, engineering and construction, façade grants, drainage improvements and housing developments. CRAs provide opportunities to be creative in attracting businesses, through the use of tax-generated funds; in some communities, free rent, land acquisition, or equipment purchases have been accomplished through CRA funds to entice firms to relocate to or expand in CRAs. The U.S. 1 CRA is intended to sunset in 2023. The Cocoa and Diamond Square CRA continue to be active with projects such as streetscaping on Stone Street (Diamond Square CRA), and the Florida Avenue "Complete Street" project (Cocoa CRA), and streetscaping on Harrison Street (Cocoa CRA).

Cocoa Village

Historic Cocoa Village remains strongly positioned as one of the most visible assets in Cocoa, with broad appeal and recognition. Cocoa Village is marketed to tourists prominently throughout the region and state, and has recognition as an attraction with visitors from outside the City. The Village contains a diverse array of restaurants and shops, and hosts a multitude of events such as car shows and art and craft fairs, providing the City with opportunities to attract nearby visitors and cruise ship passengers.

As with many successful retail village areas, parking availability is considered an issue, and the aging shop structures themselves require continuous maintenance. The City has been working to address parking concerns. Continued efforts to improve signage that identifies parking opportunities, and encourage merchants and their staff to use parking further from shops will continue to be important. In other cities, using a "tag" system that allows parking for merchants' employees in slightly further City lots has been used to free up onsite parking and retail-adjacent lots for customers. Logistics challenges presented by cultural events can also affect access; in interviews, some merchants expressed concern about customers' inability to access shops during special events due to street closure. On the other hand, residents have noted that shops are not always open at opportune times (i.e. after 6pm), making it difficult for customers to purchase from and support these local businesses. A possible consideration is linking the aforementioned "tag" system to commitment to maintaining consistent opening hours.

Another threat to Cocoa Village retailers is a proposed retail center at Port Canaveral that will attract cruise passengers. Retail stores at the port would mean cruise passengers would have little incentive to venture into the Village for shopping; most likely leading to a substantial drop in sales for Cocoa retailers.

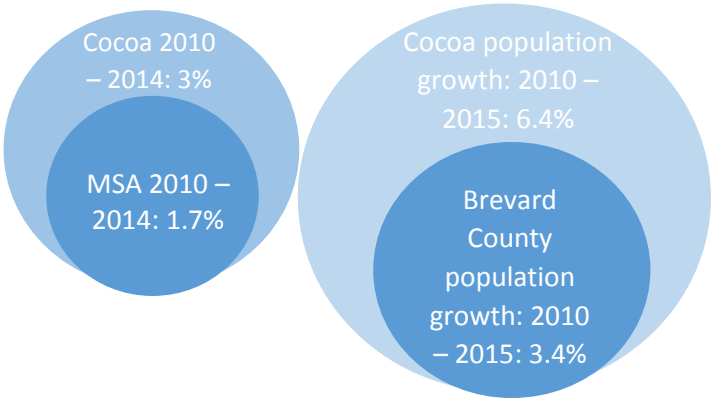
Adding to these obstacles is the clear influence of seasonality in the area; intermittent consumption cycles cause some merchants to question the sustainability of the boutique businesses in the Village. Seasonality will likely continue to define Cocoa Village's retail establishments to some degree in the long term, but efforts to attract less cyclical businesses, such as professional services (i.e. accountants, investment advisors), may help to lessen the severity. An additional focus for Cocoa should be to expand local-oriented activities in and around Cocoa Village, such as bicycle events similar to "Cyclovia" and running events.[5] These types of activities will not only attract locals, but increase patronage at local pubs and restaurants in the Village.

Demographic Trends and Projections

Population Trends

Cocoa's recent population growth has been favorable compared to the surrounding area. From 2010 – 2015 the City's population grew by about 6.4% to an estimated 18,313, which compares favorably to Brevard County's population growth of 3.3% for the same time period. For context, as shown in **Figure 2**, the Palm Bay – Melbourne – Titusville MSA grew by 1.7% between 2010 and 2014 (the most recent estimate available); during that time period, Cocoa's net growth was estimated at 3%.[6] Total population growth in Cocoa from 2000 to 2010 was 1.04%, from 16,412 to 17,140.

Figure 2. Cocoa population growth vs. area



Source: UF BEBR; IEC

Population Projections

Population projections are not prepared by BEBR at the city level; Brevard County's population is projected to grow approximately 4%[7] to 19,056 by 2020.[8] Proprietary estimates from Nielsen project growth of less than 1% at the city level, but use a lower starting point than the most recent BEBR data shows, which may reflect timing differences in the projection period used. The UCF Institute of Economic Competitiveness (IEC) forecasts that much of the growth can be attributed to expanded activity at Port Canaveral, improved tourism, and expansions at Lockheed Martin and Embraer.

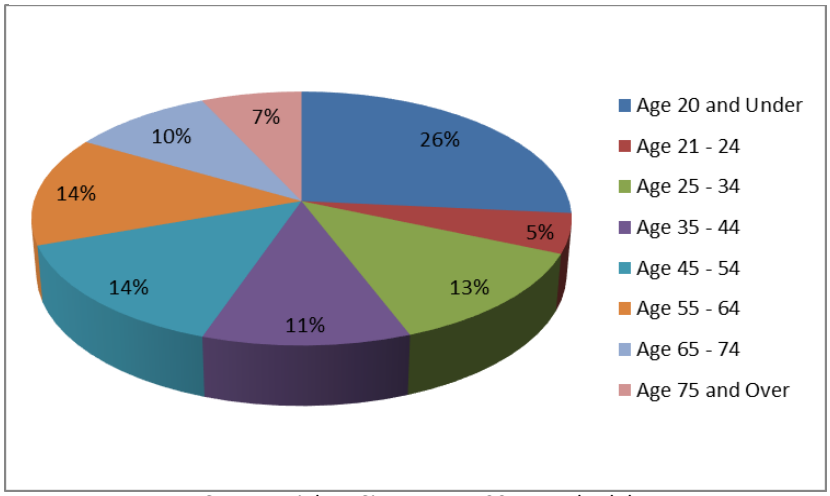
Population by Age

The median age in 2014 in Cocoa was 40.2 years; though projected to slightly increase to 40.8 years by 2019.[9] Cocoa's age cohort analysis shows a population representing a range of age groups in a reasonably equal fashion. Such a breakdown is also positive, as many other communities in Florida are

[5] Cyclovia (also spelled "Ciclovia") is expanding nationally and in Florida, including locations as diverse as Tampa Bay and Immokalee. More information can be obtained at http://cycloviatampabay.com/
[6] University of Florida, Bureau of Economic and Business Research, Florida Estimates of Population, 2015 and 2014.
[7] Because population projections are not made at the city level, Brevard County population growth rate projections were applied to Cocoa.
[8] University of Florida, Bureau of Economic and Business Research, Florida Estimates of Population, 2015
[9] U.S. Census, 2010 Demographic Profile Data

challenged with aging populations, proportions of which are unsustainable for maintaining healthy business (and therefore tax base) growth into the long term future. Brevard County, for example, had a median age of 46.5 years in 2014 but is estimated to increase to 47.4 years by 2019.[10] With roughly 18% of its population in the young professional (21 – 34 years) age range, Cocoa is in a position to retain this segment of the population (avoiding a 'brain drain') and utilize it in the workforce (**Figure 3**).[11] Embracing the young workforce by promoting opportunity and training is important for cultivating a healthy entrepreneurial ecosystem.

Figure 3: Age Demographics



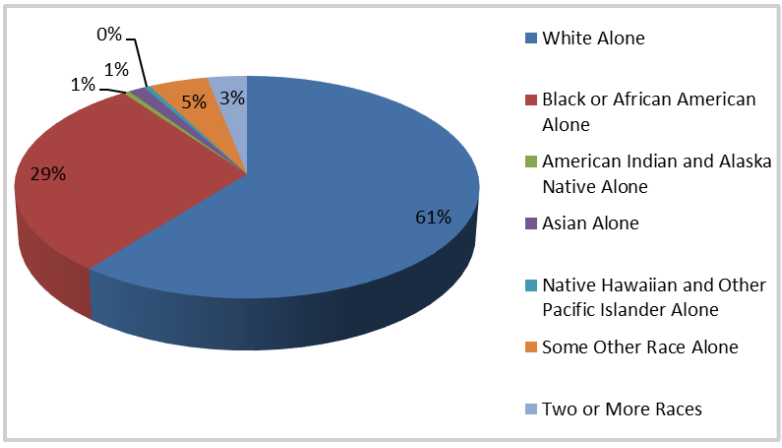
Source: Nielsen SiteReports, 2014 methodology

Racial and Ethnic Composition

As seen in **Figure 4**[12], 2014 data shows Cocoa's racial diversity is relatively higher than Brevard County and Florida, with 61% of the population estimated to be white and 29% of the population comprised of African Americans. The remaining 10% consist of American Indian and Alaska native, Asian, Native Hawaiian and Pacific Islander, and mixed races. Cocoa also has a growing Hispanic / Latino population, which is projected to grow from 11.5% of the total population in 2014 to 13.8% in 2019.[13]

By comparison, in Brevard County, 84% of the population is white, 11% black, and 9% Hispanic or Latino. Florida's population consists of 78% white, 17% black, and 24% Hispanic or Latino.[14]

Figure 4: Racial and Ethnic Composition



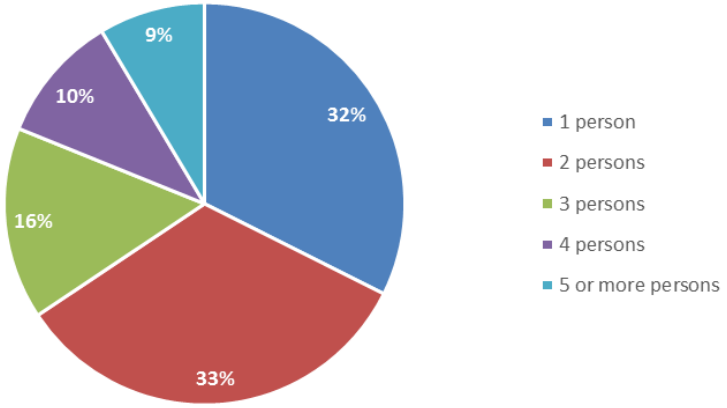
[10] Nielsen SiteReports, 2014 methodology
[11] Nielsen SiteReports, 2014 methodology
[12] Nielsen SiteReports,2014 methodology
[13] Nielsen SiteReports, 2014 methodology
[14] U.S. Census

Household Trends and Projections

The number of households in Cocoa has been steadily, albeit modestly, increasing over the past couple decades. In 2000, there were about 7,100 households, which had grown by just under 1% by 2010. By 2014, total households grew faster, at a rate of 1.6%, to an estimated total of 7,272. The total number of households in Cocoa is projected to grow by another 1.5% to nearly 7,400 by 2019. In 2014, family households comprised about 60% of the total households in Cocoa, while 40% were non-family households. The estimated average household size was about 2.4 persons. Most recently, the majority were one- or two-person households.[15]

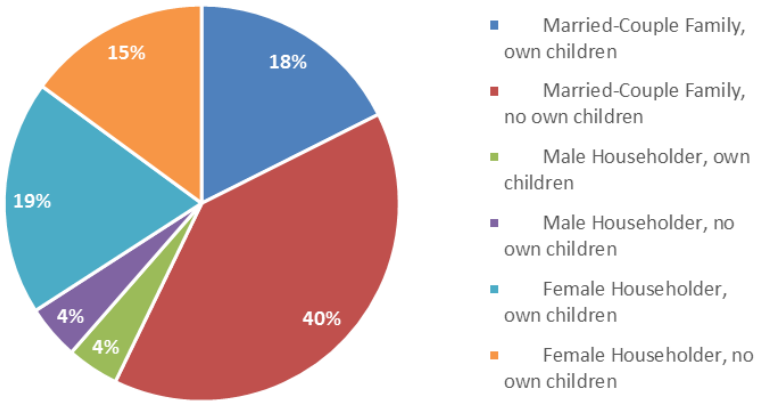
In terms of household composition, Cocoa shows considerable variability, with child-free married couples as the decisive plurality, but nearly even with households containing children when grouping together married couples and single parent households. **Figure 5** and **Figure 6** provide visual breakdowns of household characteristics within the City.

Figure 5: Household Size in Cocoa, 2014



Source: Nielsen SiteReports, 2014 methodology

Figure 6: Household Composition in Cocoa, 2014



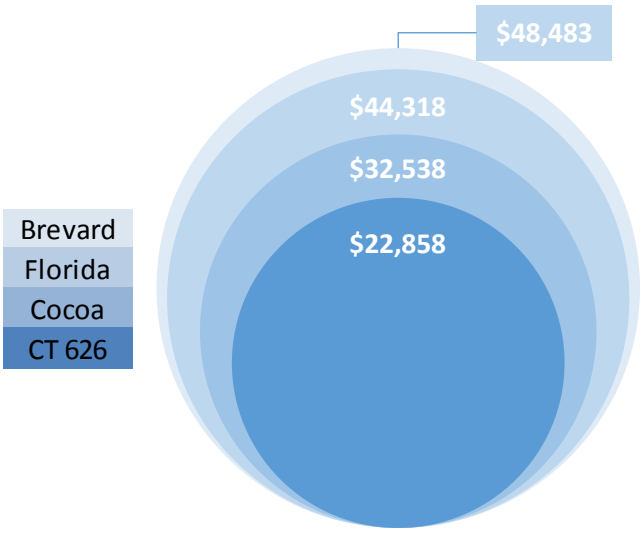
Source: Nielsen SiteReports, 2014 methodology

[15] Nielsen SiteReports, 2014 methodology

Median Household Income

A majority of households in Cocoa has an income lower than the median household income in the state of Florida, as shown in **Figure 7**. According to the U.S. Census Bureau, Florida has a median household income of roughly $47,000 as of 2009-2013. In comparison, Cocoa has an estimated median household income of $32,538 as of 2014, which is 30.8% less than Florida's average.[16] 41% of Cocoa households have an annual income below $25,000, compared to 28% in Florida.

Figure 7: Median Household Comparison, 2014

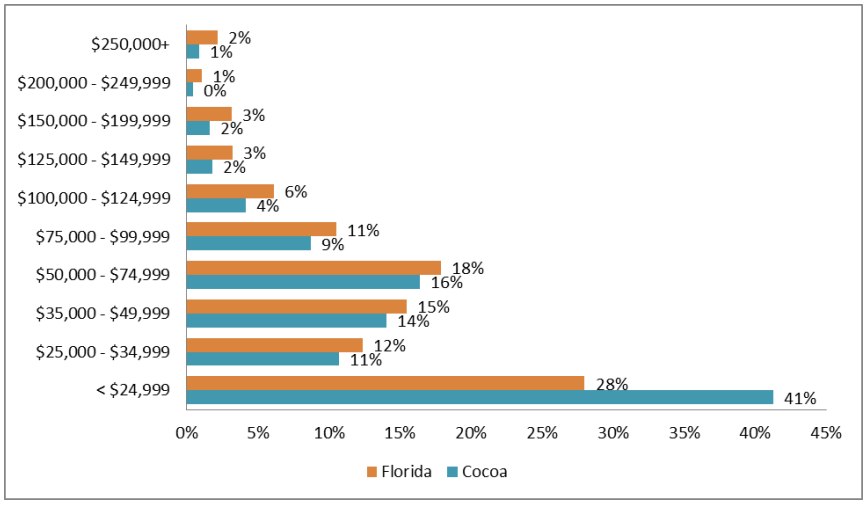


Source: Nielsen SiteReports, 2014 methodology, Florida Office of Economic & Demographic Research

9% of Cocoa households have an annual income of $100,000 or more, compared to 15% for Florida as a whole. The proportion suggests that efforts, which are discussed further in the Disadvantaged Community Support section, targeted at the lowest income may have the highest return when formulating development strategies. Many of the lowest income citizens live in Census Tract 626, as can be seen in **Figure 8.**

Business owners and investors interviewed during the study universally recognized the importance of addressing the socioeconomically disadvantaged population as part of the City's economic development priorities. The City has made concerted efforts in pursuit of grant funding to increase employment opportunities, address workforce development, community redevelopment and investment, brownfield redevelopment in the areas of greatest blight, and various programs to benefit the most impacted areas. The disadvantaged population issues are analyzed in further in the Disadvantaged Community Support section.

Figure 8: Household Income, 2014



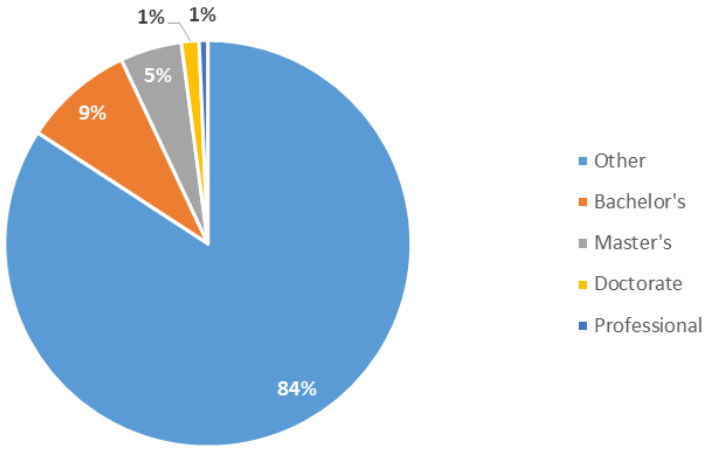
Source: Nielsen SiteReports, 2014 methodology

[16] Nielsen

Education Attainment Levels

The skill base in Cocoa has received reasonably positive reviews from business owners and community stakeholders. Investments in education have been recognized as a priority throughout Florida to improve workforce development and attract higher wage jobs. **Figure 9** shows the levels of education in Cocoa among those 25 years of age and older.

Figure 9: Education Level, 25 Years and Older



Source: Nielsen SiteReports, 2014 methodology

The disadvantaged communities have the most to gain from education, and the city's successful effort to land a new community school (see sidebar). Cocoa's Endeavour Elementary School is located in an area of disadvantaged demographics. The school will begin a 'Community School' program on January 8, 2016, which can have dramatic impacts on the larger neighborhood, and the region's ability to improve educational attainment, employment, and workforce development for this neighborhood. While the wider community's support is required to make Community Schools a success, the program provides a game-changing opportunity to turn around the neighborhood served by Endeavour. Broad awareness of opportunities for business and state college collaboration should be a high priority as the school moves forward. Looking to Evans High in Orlando as a prototype, extensive collaboration between the school board, local government and the private sector (both for-profits and non-profits) has resulted in involvement by Florida Hospital, Rosen Hotels, Northrup Grumman, Pizza Hut, Wellcare, and others. Every occasion should be taken advantage of to make businesses aware of, and streamline lists of specific needs (mentoring, sponsorships, training, supplies, etc.) and how to act on them, to immerse this effort into the city's overall economic development.

Community Schools

The first true Community School in Florida is in operation at Evans High in Orlando. The neighborhood is a high-crime, high unemployment area, and the overcrowded school was consistently rated a D or F school prior to the implementation of the community school concept. Post-Community school operation, the graduation rate is now 78%, 300 students are enrolled in IB programs, the school achieved a B rating for the most recent school year, and the parents have become engaged in their students' achievement to an unprecedented level. The Community School concept provides extensive opportunities for businesses to support mentoring, tutors, and school events – including for parents. The "community school" concept, an example of education empowerment, aims to address barriers to educational attainment by giving students holistic care. Along with extra academic services, the schools have their own wellness center with a physician, dentist, mental health counseling and nurse on staff. The Community School has seen a constant inflow of professionals and funding support from corporate and community interests, in turn generating economic activity.

Employment and Establishment Trends

From 2007 – 2015, job growth in Cocoa averaged about 250 jobs/year, compared to approximately 650 jobs per year for the period 2002-2007. The decline in job growth is mainly due to the reduction in activity at Kennedy Space Center, the national recession and fragmented economic recovery, and a decline in U.S.-based manufacturing activity[17].

Table 2 displays the top five industries in Cocoa by paid employment, and provides the correlating Florida employment share data for comparison. In Cocoa, Retail Trade claims the largest share with 17.2% of total employment, followed by Educational Services consisting of 7.6% of employment[18]. The overall number of employees within the City limit is relatively small, and as such, slight variations can materially change percentage computations. Given the low overall number, Cocoa still shows dramatically higher concentration in Manufacturing than Florida overall, which is a strong competitive strength in recruiting and encouraging industry to expand.

Table 2: Top Five Industries by Employment, City of Cocoa

Industry	Paid Employees - City	Share of Total - City	Paid Employees - FL	Share of Total - FL
Retail Trade	1,608	17.2%	1,042,025	15.5%
Educational Services	712	7.6%	141,831	2.1%
Construction[19]	689	7.4%	396,723	5.9%
Manufacturing	682	7.3%	331,031	4.9%
Healthcare and Social Assistance[20]	677	7.2%	1,002,487	14.9%

Source: Nielsen SiteReports, 2014 methodology

Location Quotient

Local effects that drive employment changes can be teased out of overall employment data by assessing location quotients. Location quotients are calculated by comparing industry-level employment percentages to corresponding percentages within a "base area," and obtaining a ratio from the comparison. The location quotient can be calculated as:

LQ = ((Local employment in industry A in year T / Total local employment in year T) / (Reference economy employment in industry A in year T) / (Total reference employment in year T))

For example, 2014 data shows:

Cocoa employment for Trade, Transportation and Utilities is 2,490

Total Cocoa employment is 9,633

[17] Economic Census of the United States, ECN 00A1 series, for Cocoa city; 2002, 2007, 2012 and QCEW.
[18] Cocoa's main employers in the Educational Services industry are Eastern Florida State College and the University of Central Florida
[19] Construction includes contractors, which may potentially skew
[20] Health Care and Social Assistance includes nonprofit organizations

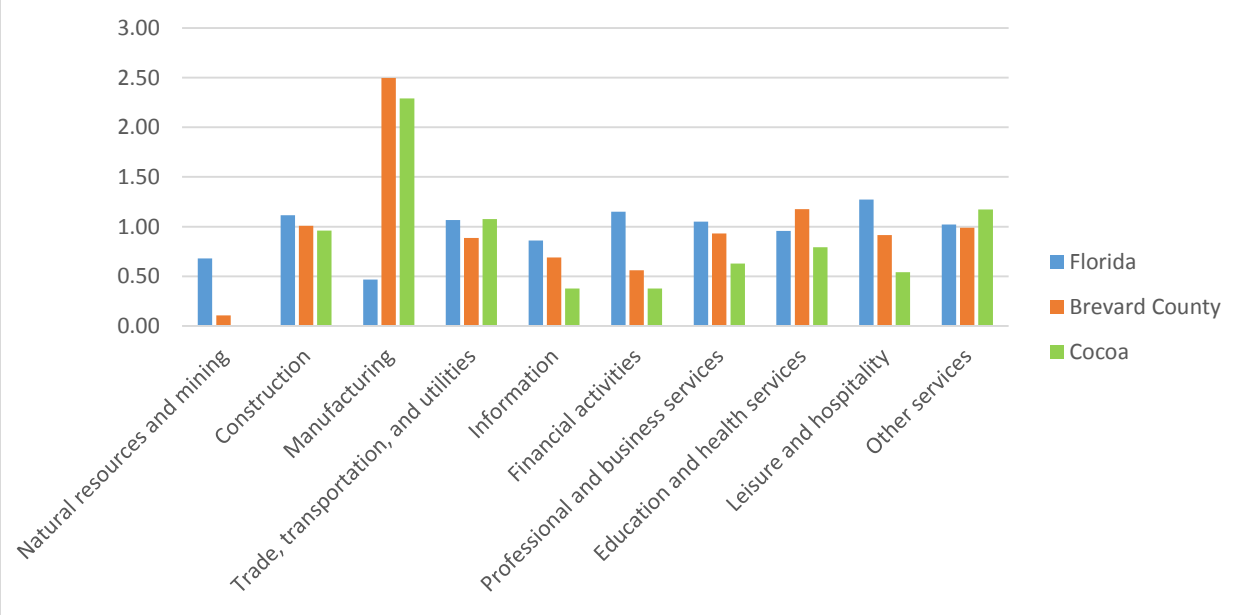
Florida employment for Trade, Transportation and Utilities is 1,618,623

Total Florida employment is 6,731,170

LQ = ((2,490 / 9,633) / (1,618,623 / 6,731,170)) = 1.0748

If an industry location quotient for a particular area is greater than one, the implication is that the industry's presence within that particular area is relatively more concentrated or stronger than the industry's concentration in the base area[21]. **Figure 10** shows a comparison of industry location quotients in Florida, Brevard County, and Cocoa, with Florida total employment as the base area when compared with Brevard County and Cocoa; U.S. total employment is used as the base area when compared with Florida. Particularly striking are the high quotients for the Manufacturing; Trade, Transportation and Utilities; and Education and Health Services sectors in Cocoa.

Figure 10: Location Quotients: Florida, Brevard County, and City of Cocoa, 2014



Source: Bureau of Labor Statistics, Florida Department of Economic Opportunity 2014; Nielsen Site Reports, 2014 Methodology[22]

Shift-Share Analysis

Shift-share analysis is another tool to further understand Cocoa's role within the broader geographic and economic context. This particular analysis shows what portions of Cocoa's employment growth/decline can be directly attributed to the City, versus the State of Florida and Brevard County. **Table 3** shows three variables - trend, mix, and city - for Cocoa as compared to Florida and Brevard County. The 'Trend' column denotes how many jobs Cocoa should have gained or lost if it had followed the same pattern as the State and County. For instance, based on the trend of Florida, Cocoa should have lost 20 manufacturing jobs and 4 wholesale trade jobs between 2007 and 2014. 'Mix' indicates how many jobs should have been gained or lost based on the proportion (mix) of a given sector versus all sectors collectively (i.e., % of manufacturing jobs compared to total jobs). In this instance, Cocoa

[21] Institute for Economic Competitiveness, Florida and Metro Forecast: 2015-2044, June 2015 edition
[22] City of Cocoa is defined by City limits

should have lost nearly 127 manufacturing jobs between 2007 and 2014, because the share of manufacturing jobs to total jobs declined in Florida. 'City' figures are then determined by subtracting the trend and mix from total sector jobs gained or lost. For example, 88 new manufacturing jobs arose in Cocoa from 2007 to 2014; the trend and mix are subtracted from this number to estimate the 'City' figure of 234.31 jobs versus the state overall.[23] Therefore, a positive number in the 'City' column indicates jobs created by Cocoa that were unattributable to larger trends at the State and County level.

Table 3 shows Cocoa's shift-share versus the state and county between 2007 and 2014.

Table 3: Shift-Share Analysis

	City Vs. State Shift-Share			City Vs. County Shift-Share**		
	Trend	**Mix**	**City**	**Trend**	**Mix**	**City**
Manufacturing	-20	-127	234	-73	-86	246
Wholesale trade	-4	-12	175	-14	5	169
Retail trade	-33	88	-107	-122	40	31
Information	-3	-24	-73	-13	-20	-68
Real estate and rental and leasing	-2	0	35	-8	-15	56
Professional, scientific, and technical services	-8	36	-32	-29	8	17
Administrative and support and waste management and remediation services	-5	-58	444	-18	-75	475
Educational services	0	4	800	-1	5	799
Health care and social assistance	-12	110	-246	-46	132	-233
Arts, entertainment, and recreation	-1	8	22	-3	4	28
Accommodation and food services	-12	112	79	-43	125	97

Source: Bureau of Labor Statistics, Florida Department of Economic Opportunity 2014; TBG Work Product

Based on the shift-share analysis, manufacturing, wholesale trade, educational services and administrative, support and waste management and remediation services employment in Cocoa outperformed Florida and Brevard County. Manufacturing, for example, gained 234 more jobs than if it had followed Florida's trend, and 246 more jobs when compared to Brevard County. On the other hand, 106 retail jobs were lost between 2007 and 2014 when compared to the Florida trend, yet nearly 31 jobs were created in the same time period when compared to Brevard County.

Industry sectors that show local competitive advantage are likely to have found ways to address similar needs, including:

- Workforce skill sets
- Critical quality of life factors
- Outside capital
- Transportation networks

[23] 88 manufacturing jobs created (2007-2014) minus -19.52 minus -126.79 equals 234.31 jobs in Cocoa vs. FL; 88 manufacturing jobs created (2007-2014) minus -72.82 minus -85.55 equals 246.37 jobs in Cocoa vs. Brevard County

- Prospects for growth
- Existing industry base, including support industries
- Opportunity to build on regional assets within the county
- Opportunity for cross-pollination
- Emerging technologies or practices that are likely to cause industry shifts

Shared needs among industries may lead to identification of common needs for specific public services, or other common factors among industries. Industry needs for specialized training, workforce skills, materials or equipment that are common among a number of firms can create enough demand to support new products or services not currently offered in the city, and can be an important potential source of growth.

Industry Cluster Analysis

As analysis of potential industry clusters, industry sectors were analyzed to determine sectors which would best suit the City of Cocoa's business environment, workforce capacity and infrastructure. Preliminary research into compatible industries and sectors was conducted to narrow down a list of value chain clusters. Existing employment and industry sector data were crosswalked using the North American Industry Classification System (NAICS). The clusters come from *Benchmark Value Chain Clusters*,[24] generated through an analysis of patterns from the *Benchmark Input-Output Accounts of the United States.*[25] Feser created two sets of clusters - one for all sectors except government in the U.S., and one serving as a reduced set of high-tech clusters. The former was used to select the industries and value chains considered in this analysis.[26]

Manufacturing Network

"I'm trying to do lean manufacturing. I don't need to have a laser in-house; I can go down the street and find somebody who does that. I can outsource it locally. That's one reason we selected Cocoa."

-Manufacturing/Engineering Executive and Small Business Assistance Program Recipient

Potential targeted value chain clusters for Cocoa were identified based on synergy with the current business environment, industry projections, survey responses, focus group responses and employment data. The top clusters and their most suitable sectors were then identified, evaluated based on wages and statistical measures of interconnectedness (Z-scores); a higher Z-score means a more influential sector within a given cluster. For example, the industrial truck, trailer, and stacker manufacturing sector's Z-score of 4.0 suggests its positive spin-off effects to businesses related to the construction machinery and distribution cluster will be greater than those of the packaging machinery manufacturing sector, which has a Z-score of 2.5.

No single metric dictates the selections; selections resulted from examining quantitative metrics combined with qualitative information gathered about the overall business atmosphere of Cocoa. Sectors were also assessed for how much of the City's overall economic activity they currently

[24] Created by Edward Feser of the Regional Economics Applications Laboratory and Department of Urban and Regional Planning at the University of Illinois at Urbana-Champaign
[25] *Benchmark Input-Output Accounts of the United States*[25]*, 1997*
[26] Feser, 2004

represent. Discussion during the focus groups helped to narrow the list to sectors considered most likely to succeed in recruitment and expansion efforts.

The identified top sectors are shown in **Table 4**, and include sheet metal work and plate work manufacturing in the metalworking and fabricated metal products cluster, industrial process variable instruments and automatic environmental control manufacturing in the precision instruments cluster, and conveyor and conveying equipment manufacturing in the construction machinery and distribution equipment cluster. The sectors have the strong potential to be participants in an interrelated industrial supply chain (including both materials and services), bringing new high-wage jobs to Cocoa and capturing related business expenditures locally. Annual mean wages have been included from the most recent data (2014) from the Bureau of Labor Statistics (BLS), as well as six-digit NAICS codes.

Construction machinery and distribution equipment includes five sectors, primarily manufacturing-based, that would complement Cocoa's existing industries, infrastructure and workforce. 2014 annual mean wages range between $45,062 and $61,846, meaning an increase in businesses within these sectors would lead to an overall increase in median incomes.

Metalworking and fabricated metal products includes sheet metal work manufacturing, and plate work manufacturing. Annual mean wage ranges from $36,251 for sheet metal work manufacturing to $53,837 for plate work manufacturing. All sectors within the industry cluster have above average Z-scores of 4.1 and 4.3, and are compatible with the existing industrial park businesses and emerging activities in the region.

The precision instruments industry cluster includes: industrial process variable instruments ($64,081 annual mean salary; 4.4 Z-score), automatic environmental control manufacturing ($46,632 annual mean salary; 4.4 Z-score), and optical instrument and lens manufacturing ($74,281 annual mean salary; 4.0 Z-score).

The pharmaceutical and medicine manufacturing cluster is also a top target. Its high wage of $64,037 and Z-score of 5.3 suggest excellent income and ripple effects. Interviews with local and regional business leaders included comments confirming the viability of the sector within Cocoa. Specifically cited reasons include the proximity to the Orlando market and the willingness to invest in healthcare-related Class A office space, which may be well-situated in the S.R. 524 Corridor. In addition, a Cocoa startup that manufactures medical devices and drug products has indicated its plans to remain and expand in Cocoa while taking advantage of incentives such as ad valorem tax rebates.

Within the management, higher education and hospitals cluster is the warehousing and storage sector that could organically grow in Cocoa's S.R. 524 Corridor due to the land availability and ideal logistic abilities of Cocoa, including ports and major cities and highways. The warehousing and storage sector has an annual mean wage of $46,837 and a 3.0 Z-score. Warehousing and storage includes traditional warehouses, refrigerated storage and farm product storage.

Cocoa should seek to take advantage of local and regional businesses that could potentially establish business relationships with Cocoa businesses in the recommended target sectors. For example, warehousing and storage can service a multitude of companies in the area, including manufacturing /

production firms and Port Canaveral. Pharmaceutical and medicine manufacturing can tap into the Lake Nona medical facilities and growing nucleus of hospitals in Jacksonville and Orlando metro areas. With the large amount of aerospace companies on the Space Coast and manufacturing firms in Titusville, Cocoa firms would be ideally situated to manufacture parts and supplies of industrial process variable instruments (i.e. meters, gauges, loggers, controls, etc.) and sheet metal work and plate work manufacturing to companies in Brevard County. Other companies that may benefit from Cocoa's targeted sectors, which can be found within the region, include companies engaging in aircraft production, plastic injection molding, CNC machining, milling, marine suppliers and storage facilities.

Table 4: Top Cluster Compatibility Sectors

Top Clusters and Compatibility Sectors		
Cluster	**Sector**	**2014 BLS Annual Mean Wage**
Construction machinery & distribution equipment	Industrial truck, trailer, and stacker manufacturing	$ 61,211
	Conveyor and conveying equipment manufacturing	$ 49,490
	Metal cutting machine tool manufacturing	$ 45,062
	Speed changers and mechanical power transmission equipment	$ 59,432
	Packaging machinery manufacturing	$ 61,846
Metalworking & fabricated metal products	Sheet metal work manufacturing	$ 36,251
	Plate work manufacturing	$ 53,837
	Power boiler and heat exchanger manufacturing	$ 46,126
Precision instruments	Industrial process variable instruments	$ 64,081
	Automatic environmental control manufacturing	$ 46,632
	Optical instrument and lens manufacturing	$ 74,281
Pharmaceuticals	Pharmaceutical and medicine manufacturing	$ 64,037
Management, higher education & hospitals	Warehousing and storage	$ 46,837

Source: Feser 2004; U.S. Bureau of Labor Statistics, Quarterly Census of Employment and Wages

Focused efforts to mine existing industrial and manufacturing firms for synergy can include the following:

- Maintaining ongoing contact with Purchasing Managers, to identify common needs for raw materials, specialized equipment, or other supply chain elements.
- Using knowledge of supply chain needs gained through ongoing contact to facilitate information-sharing with small business service and materials providers; hosting annual panels to discuss upcoming opportunities, expected expansion plans or shifting industry needs.
- Utilizing existing industrial and manufacturing business owners as ambassadors either in person or through short video testament at regional trade shows touting the benefits of expanding in or to Cocoa.
- Reaching out to specific out-of-area companies that provide a good or service needed by more than one existing firm to encourage relocation or expansion to take advantage of a built-in buyer base; using assistance of existing firm ambassadors, either through endorsement or direct introduction.

Major Employers

The largest employer in Cocoa is Eastern Florida State College, with the main campus residing in the City. **Table 5** shows the top ten employers in Cocoa.

Table 5: Top Ten Employers

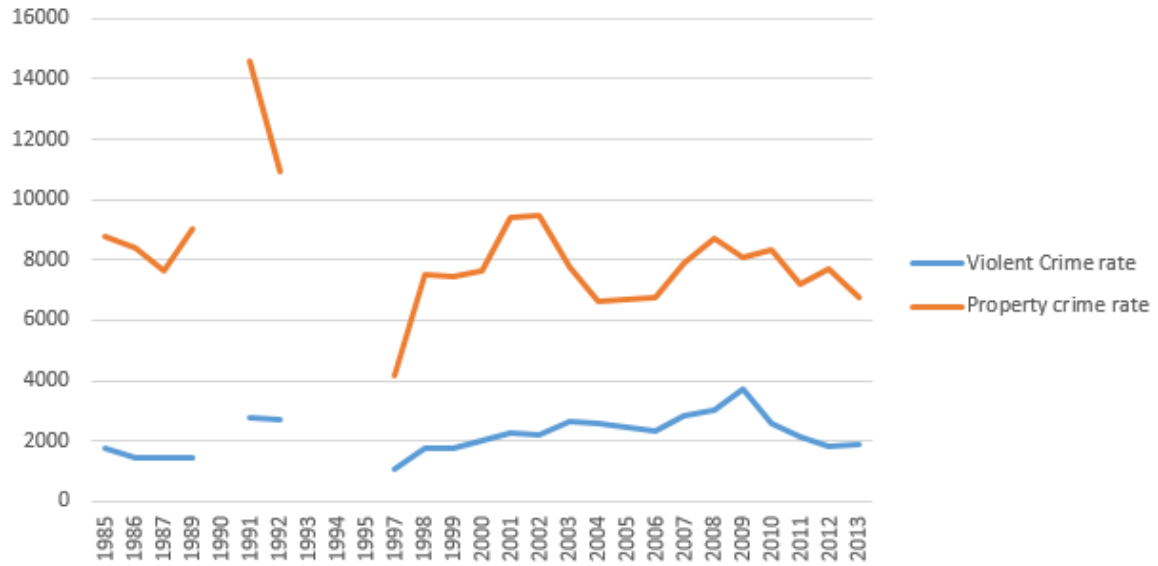
Employer	Industry
Eastern Florida State College	Educational Services
City of Cocoa	Public Administration
Wal-Mart	Retail Trade
Beyel Brothers	Manufacturing
Dept. of Health and Rehab Services	Health Services
Sun and Skin Care Research	Manufacturing
University of Central Florida	Educational Services
Sam's Club	Retail Trade
Brevard Robotics / Kel-Tec	Manufacturing
Publix Super Markets	Retail Trade

Source: U.S. Bureau of Labor Statistics, Quarterly Census of Employment and Wages

Labor Force Participation and Crime

Labor force utilization and participation are defined in part by socioeconomic status and stability. A related matter in Cocoa is the perception of crime; whether Cocoa actually has higher crime than surrounding communities (and, if so, how to alleviate it) is only one side of the issue. Resolving the perception of the problem, in addition to the problem itself, will benefit all aspects of Cocoa's opportunity set – workforce, reputation, real estate, and everything in between. Recognizing the dual, actuality-versus-perception nature of the issue, the solution is two-fold: management of the actual problem (and raising awareness of improvements), and an initiative to improve the perception of the problem. Each of these efforts, when pursued in combination, reinforces the other and improves the likelihood of success. First, an examination of the actual situation is in order. Crime statistics maintained by the FBI Uniform Crime Reporting Statistics offer a glimpse of Cocoa's position relative to other communities in terms of its frequency of crime. Cocoa sits within the top 25% with a value of .0677 offenses per capita. Recognizing the importance of momentum and trends, **Figure 11** depicts crime rates in Cocoa over time.

Figure 11: Crime Rates in Cocoa: Number of Offenses per 100,000 Population



Source: FBI Uniform Crime Reporting Statistics

On a hopeful note, it is apparent that the violent crime rate has been declining since a peak in 2009, with the exception of a small increase from 2012-2013. Perception from stakeholder interviews is that the majority of crime is concentrated, and ongoing efforts to focus resources on improving the lot of the most disadvantaged social sectors in Cocoa support two important initiatives: (1) raising awareness of the isolated nature of Cocoa's crime incidents, and (2) providing alternative activities to crime, through increased resources for the area, which ultimately should lead to reduced crime, heightened stability, human capital improvements, and greater workforce participation.

Unemployment Trends

Cocoa's unemployment rate is higher than surrounding communities. The MSA reports recent unemployment at 5.7% and Brevard county reports 6.2%, in line with the state average of 5.1%. The City of Cocoa contains a disadvantaged, largely minority population, linked to high unemployment and low earnings, which influences the unemployment rate, estimated at 10.7% in 2014. The most vulnerable population in Cocoa is located in Census Tract 626 (which is within the boundaries of the Diamond Square CRA zone). It is bordered by School Street to the north, Pineda Street to the west, the rail line to the east and Rosa L. Jones Boulevard to the south. The 2014 estimated median household income for the area is $22,858 and has a population of approximately 2,260 people, comprised of 881 households. The population consists of 24% Caucasian, 59% African American, and the remaining 17% made up of other races. Approximately 55% of households have an estimated annual income below $25,000. Less than 10% of households earn $75,000 or more annually.[27] The population represents an underutilized segment of the potential workforce, as acknowledged by the City's concentrated efforts in recent years. A number of organizations are involved in these efforts including Dr. Joe Lee Smith Center, Endeavor Community School, Clearlake Education Center, Faith-Based organizations and Non-profits.

[27] Nielsen SiteReports, 2014 methodology

Occupational Skill Levels

Cocoa is strategically positioned to leverage high-quality educational institutions and training programs to enable local workers to obtain training for regional employment opportunities. CareerSource Brevard, for example, offers workforce training programs, and grants. Eastern Florida State College provides career and technical programs, which lead to degrees and certifications desirable to employers. Valuable programs include welding technology, engineering technology, automotive services technology and aerospace. The manufacturing community, EDC, and Brevard Public Schools are also working together with CareerSource and EFSC to address workforce skills. In nearby Melbourne, the Florida Institute of Technology (FIT) provides undergraduate and graduate programs in addition to online learning and off-campus programs. Transport to the Melbourne campus is frequently cited as a concern, and the establishment of a shared ride system may be worthy of serious investigation. In Orange County, economic development officials worked with Lynx to create a specific program for students needing transport to

Another asset is the Space Coast Machinist Apprenticeship program, offering grants for free training for local workers. In addition to full-time employment, apprentices spend classroom time learning additional skills that are relevant to their employers and to the Cocoa workforce overall. Utilizing training programs and other assets, the Cocoa workforce can be educated while staying local and thus reducing human capital outflows ("brain drain") that otherwise harm the local economies of many small Florida communities. In all, Cocoa is well-placed for vocational and educational institutions, and greater coordination with employers in specific sectors – such as manufacturing - could further improve opportunities.

During interviews and focus group discussions, employers in Cocoa provided both positive and negative evaluations of Cocoa's existing workforce and its base of human capital. Leaders at industrial companies and distribution-related businesses praised the skilled labor resources in the City, which is unusual, compared to most Florida communities, and reflects a competitive advantage for the City. Others lamented the apparent dearth of basic skills in other job candidates, though this is a universal challenge for employers. The nuanced mix of sentiments indicates that workforce development in Cocoa warrants additional attention in fundamental skills – basic literacy (reading and writing) and math among the underutilized workforce – for the highest short-term return. While the most sophisticated skill sets tend to be the most high-paying, companies have clearly voiced their needs for more basic job roles to be filled also if they are to succeed in the City. Continued efforts to address the most disadvantaged population segments in the City, through existing and former programs, were recognized by residents as an important and valuable use of resources.

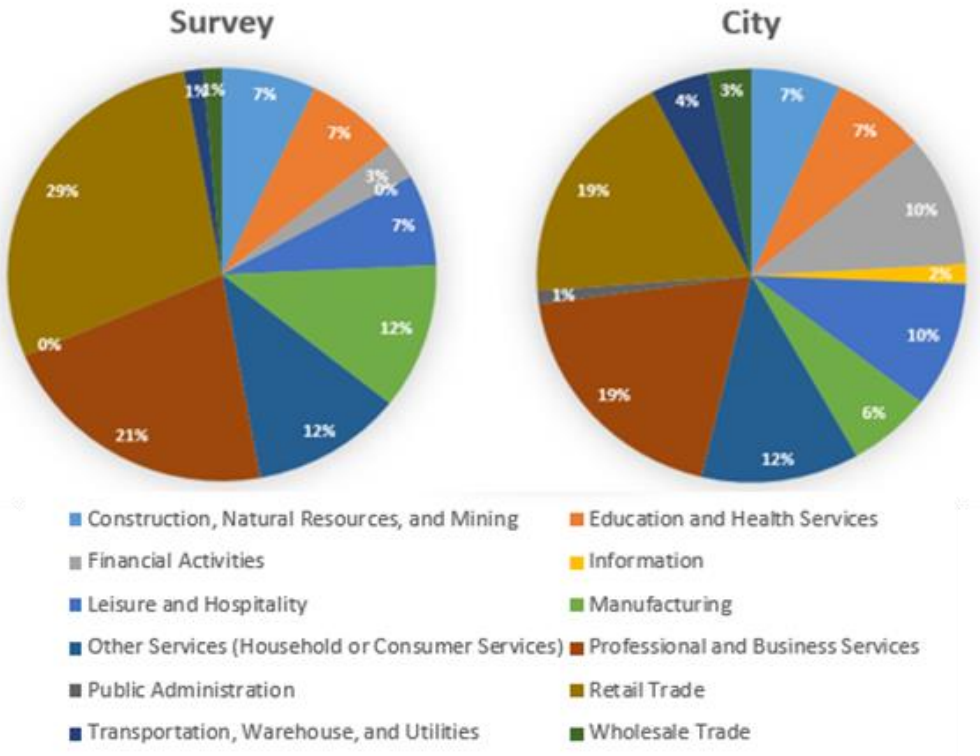
In consideration of skilled talent, Cocoa benefits from legacy populations originating from the space program, among which advanced training and degrees are plentiful. This base of human capital, in combination with the various institutions of learning located in the City; provide Cocoa with solid opportunities to further cultivate a strong workforce.

Survey and Focus Group Results

A survey of business owners was conducted in June 2015. Forty structured interviews were conducted by telephone in June and July, 2015. The results of the survey and data collection were assimilated to prepare discussion topics for focus groups, and three focus group sessions were conducted over a two-day period in August 2015. Each had 8-12 attendees, representing a range of business owners and community stakeholders.

Figure 12 illustrates the composition of Cocoa's business community that participated in the online survey, compared to the city's business composition as a whole. The survey was administered electronically, using databases obtained through the City, and Cocoa Main Street, and local merchants' associations. Of the 71 fully completed responses (out of 83 total overall participants), 29% of respondents were in the retail trade industry, 21% of respondents were from professional and business services, 11% in manufacturing, and another 11% in other services, such as household or consumer services. The remaining 28% is composed of construction, natural resources, and mining (7%); education and health services (7%); financial activities (3%); leisure and hospitality (7%); transportation, warehouse, and utilities (1%); and wholesale trade (1%).[28]

Figure 12: Business Types

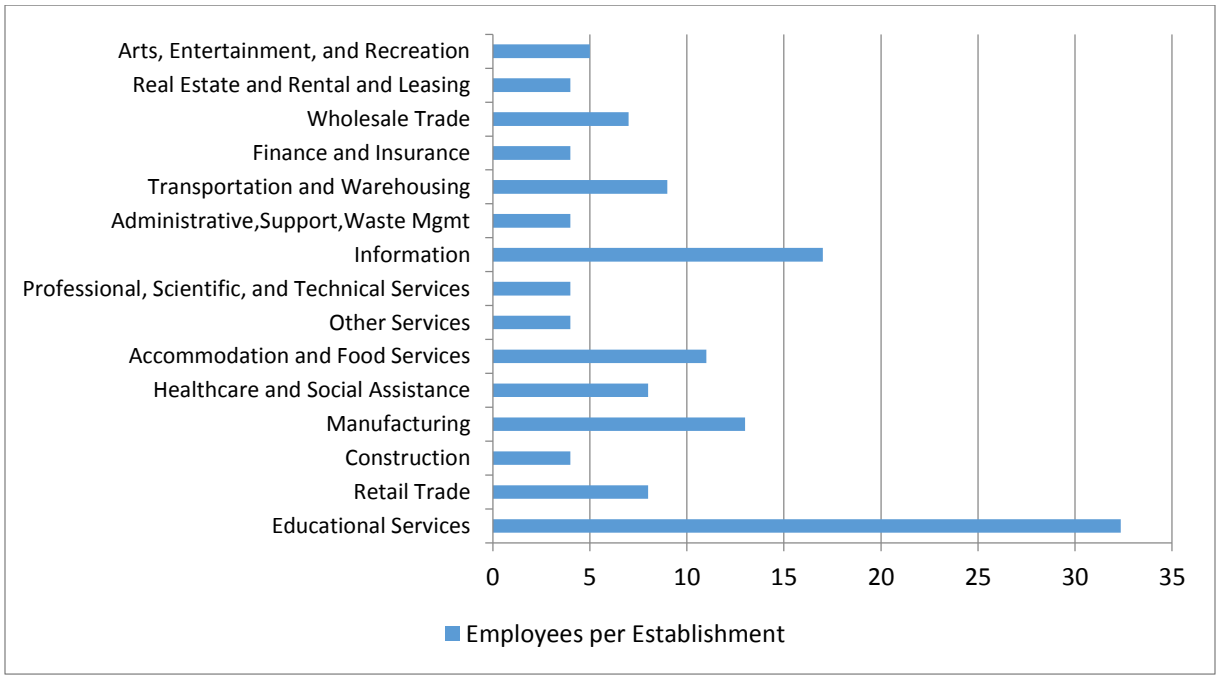


Source: Florida Department of Economic Opportunity 2014; Survey Data 2015; TBG Work Product

[28] As presented herein, percentages may not appear to add up exactly to 100%; this is due to rounding.

Overall, the survey responses represent Cocoa's industry composition reasonably well. **Figure 13** displays the average number of employees per establishment in Cocoa. In aggregate, the average number of employees per establishment is eight persons, which is roughly half the average for Florida as a whole. Employment in Cocoa is heavily concentrated in the education and health services and retail trade sectors, with approximately 700 and 1,600 employees respectively. The sectors of healthcare, manufacturing and accommodation and food services each constitute approximately 10% of the Cocoa labor population, as shown in **Figure 14**. The large share of Cocoa's economy held by the retail sector is likely a factor in the relatively low average employment count. The iconic Cocoa Village is known for local charm provided by its unique concentration of small specialty retailers, which are often characterized by a relatively low employee count.

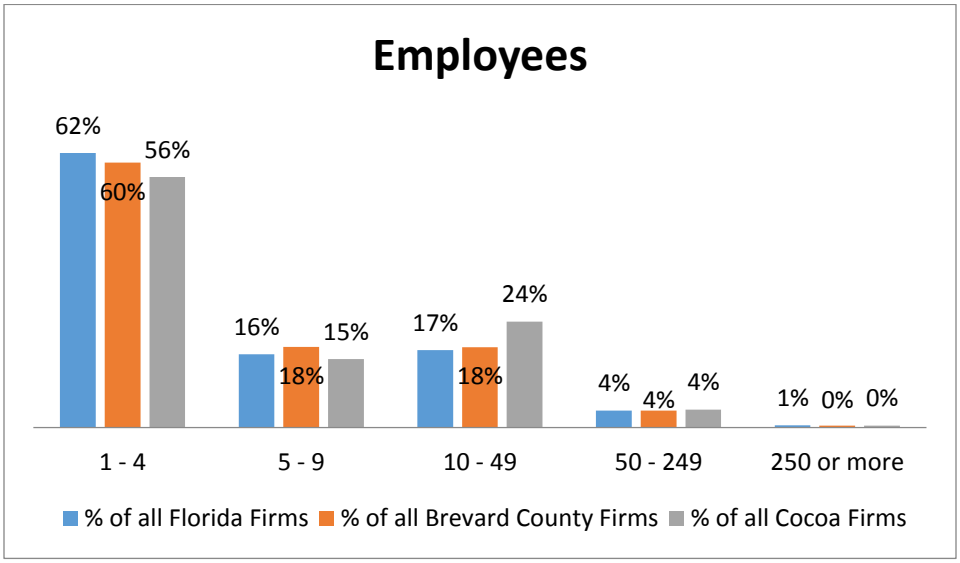
Figure 13: Average Employees per Establishment in Cocoa



Source: Nielsen SiteReports, 2014 methodology

In general, a low average employment count presents both opportunities and threats: while smaller firms may be more vulnerable to economic shocks, they are also known to have characteristics often associated with business "gazelles" – that is, rapidly growing businesses that produce new jobs at a desirable rate. Cocoa's employment data reflects a slightly lower share of firms with 1-4 and 5-9 employees than the County and State, and a slightly higher share of firms in the higher growth range of 10-49 employees (see **Figure 14**). Graduating from the 1-4 to 5-9 range is a critical time in the growth of a new firm, and the support services for young firms is crucial during this stage. The higher share of firms in the 10-49 range represents a positive set of circumstances for small firms, while the lower share of very small firms may reflect the smaller base of large firms and R&D firms that tend to spin off a large number of start-ups.

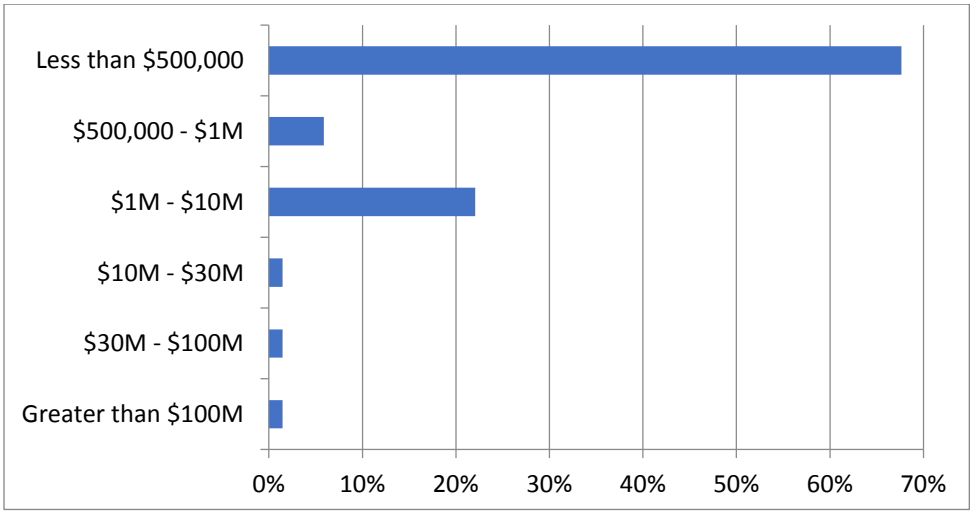
Figure 14: Firm Size by Geography



Source: Florida Department of Economic Opportunity, 2015

Revenue figures among the survey respondents were heavily represented by firms generating less than $500,000 in annual revenues. Approximately 5% of respondents reported a firm size of $500,000-$1,000,000 and 22% of respondents reported between $1-10 million in annual revenues. This is helpful for interpreting survey results, establishing the context in which revenues conform to the same pattern as the employment size breakdown among firms in Cocoa. Results are displayed in **Figure 15.**

Figure 15: Annual Revenue, 2014



Source: TBG work product, from survey data

Interpretation of survey results is assisted by understanding the growth prospects of the respondent's industry. It is important to keep in mind that business owners operating within low-growth sectors may perceive the business environment differently than those operating in high-growth sectors.

The University of Central Florida's Institute for Economic Competitiveness (IEC) prepares projected growth by industry for each metro area in Florida, updated annually. Cocoa is contained within the Palm Bay-Melbourne-Titusville metro area. **Table 6** shows projected growth by industry at the MSA level; by definition, MSA-level estimates are estimates, and will not perfectly match any of the individual cities within the MSA, each of which have their own specific qualities. For example, retail firms in Cocoa hypothetically may expand despite lower growth expectations for the industry as a whole in this region. Such a contrast might represent intrinsic local advantages. Nonetheless, MSA-level projections are considered the best available data and industry standard for comparison of economic results.

For purposes of analysis, sectors growing faster than overall projected employment growth are considered high-growth; those keeping pace with employment growth are considered average; and those growing at a lower rate than overall employment are considered lower-growth. All sectors are important, and will require different services from the City.

Above average growth industries were composed of professional and business services, construction and mining, and wholesale trade. Average growth industries were composed of nonmanufacturing; education and health services; state and local government; transportation, warehousing, and utilities; and information. Below average growth industries were composed of trade, transportation, and utilities; retail trade; leisure and hospitality; manufacturing; other services; financial activities; and federal government.

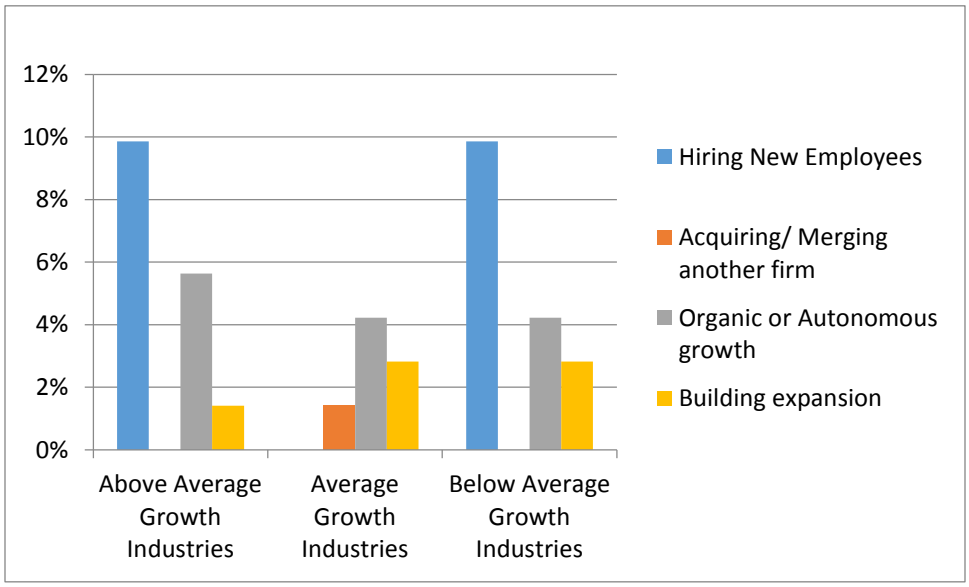
Table 6: Employment Projections by Industry: Palm Bay-Melbourne-Titusville Metro Area

Palm Bay-Melbourne-Titusville Metro Area				
Sector	2015	2024	Difference	% Change
Total Population	563,900	636,700	72,800	11.4%
Total Employment	203,500	232,200	28,700	12.4%
Construction & Mining	10,500	15,300	4,800	31.4%
Prof & Business Services	31,100	42,700	11,600	27.2%
Wholesale Trade	5,600	6,800	1,200	17.6%
Trans, Warehousing, Utilities	3,500	4,100	600	14.6%
Information	1,800	2,100	300	14.3%
Education & Health Services	34,400	39,500	5,100	12.9%
State & Local Government	22,100	25,000	2,900	11.6%
Financial Activities	7,600	8,000	400	5.0%
Manufacturing	20,500	21,500	1,000	4.7%
Other Services	8,300	8,700	400	4.6%
Trade, Trans, Utilities	36,000	37,500	1,500	4.0%
Leisure & Hospitality	25,200	26,100	900	3.4%
Retail Trade	26,900	26,600	-300	-1.1%
Federal Government	6,100	5,800	-300	-5.2%

Source: University of Central Florida, Institute for Economic Competitiveness

Figure 16 shows business expansion plans reported by survey respondents, grouped by industry growth category. These results reveal how industries are planning to expand and where the City can expect future job growth. For example, nearly 10% of Cocoa businesses in above average growth industries plan on expanding by hiring new employees and almost 6% will expand by organic or autonomous growth. Nearly 10% of Cocoa businesses in below average industries also plan on growing through the hiring of employees. As a whole, 20% of survey respondents reported business expansion by hiring new employees, 14% stated they would expand organically or autonomously and 58% of respondents are not currently planning on expanding. This is a positive sign that Cocoa businesses in the below average growth category are likely to expand, despite the expected slower growth for their industries in the larger MSA.

Figure 16: Business Expansion by Industry Growth



Source: TBG work product

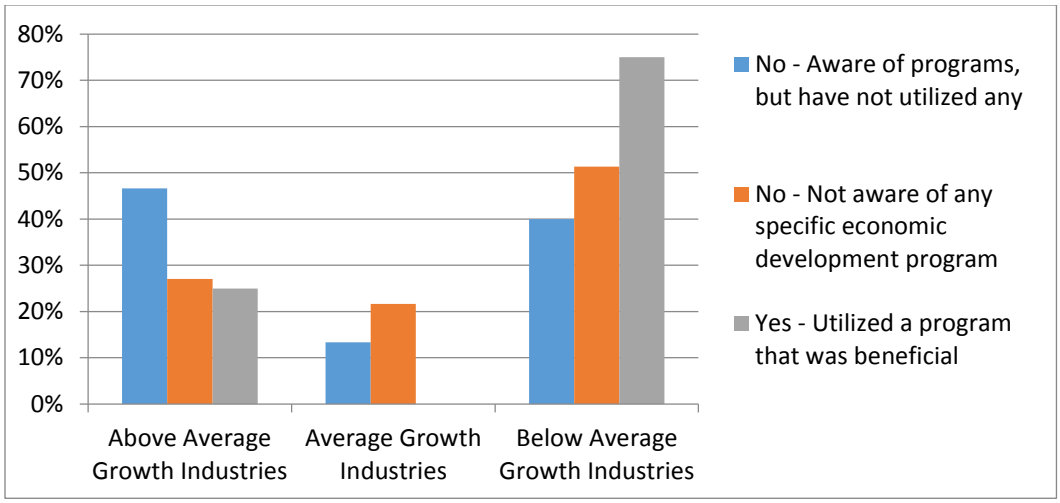
Of interest here, for both above average and below average growth sectors expecting to expand, hiring new employees is the primary path, implying an increase in total workforce in Cocoa. This indicates that favorable business outcomes will likely result in greater numbers of paid employees in the city, through new hires.

Business Community Perceptions

Figure 17 shows survey results of the benefits received by business owners from the various economic development programs offered by the City of Cocoa. Results were grouped by growth categories to allow a better understanding of which types are benefiting from programs, as well as the awareness of programs. Approximately three-quarters of business owners that reported using a development program that was beneficial to their business were in below average growth industries, while the remaining quarter was in above average growth industries. None of the respondents in average growth industries reported using a program that was beneficial to their business. More than 45% of respondents that were aware of economic development programs - but have not utilized any - were from above average growth industries. This could signify that many business owners in above average

growth industries may not need the development programs to grow their business; coupled with the 25% who were simply unaware of the programs, there may be potential to grow the share that are both aware and can benefit from the City's efforts.

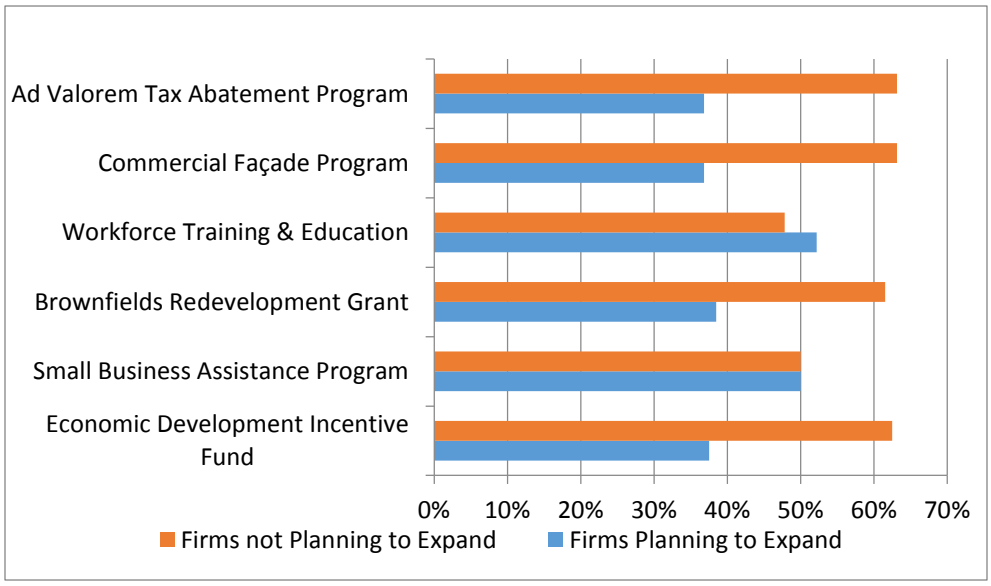
Figure 17: Business Owners' Benefits from Development Programs



Source: TBG work product

For each of the various economic development programs, at least 50% of businesses with a favorable perception currently have no plans to expand. The exception is workforce training and education; this may be explained by the direct relationship between workforce training and business expansion. The prevalence of non-expanding firms in the favorable perception category suggests the possibility that promotion and outreach efforts could be more targeted toward high-growth firms (**Figure 18**).

Figure 18: Favorable Perception of Economic Development Programs

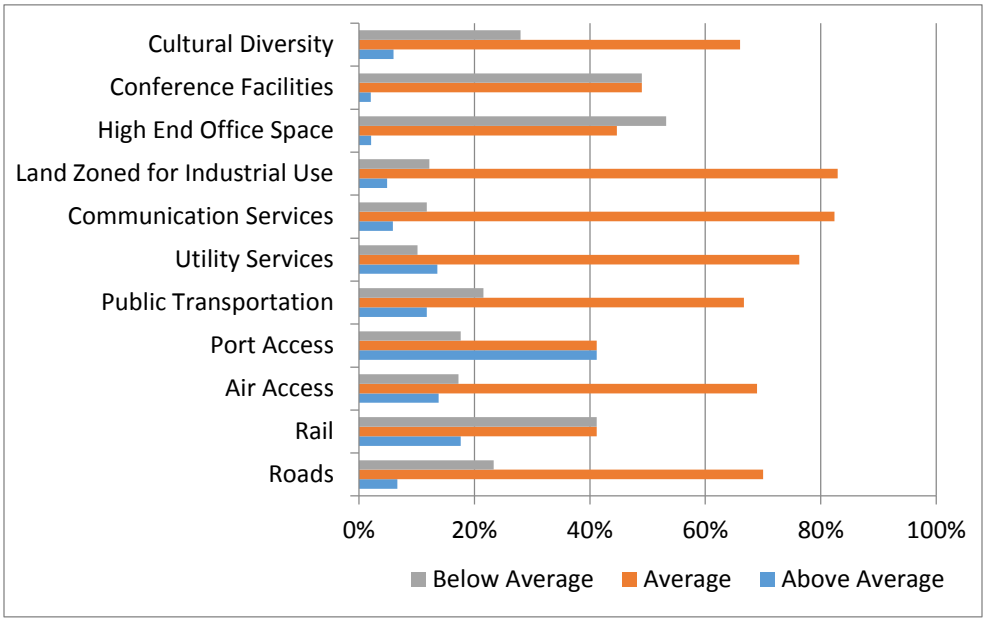


Source: TBG work product

Quality of Life

Quality of life amenities and other local offerings which could be expected to influence business owner decisions were ranked average to above average by at least 65% of business owners with three exceptions: conference facilities (51%), high end office space (47%), and rail (59%), as shown in **Figure 19**. Perception of conference facilities in Cocoa is likely distorted by the outliers of Orlando and Miami; as such, a lackluster perception in this area is not necessarily cause for concern. The issue of high-end office space represents a concern is that existing office capacity is limited and, in some cases, in need of renovation. Finally, the weaker perception of rail can be contrasted with the more favorable perception of port access; 82% viewed it as average to above average.

Figure 19: Quality of Infrastructure Services & Amenities Provided



Source: TBG work product

Disadvantaged Community Support

The most vulnerable communities within a local economy often serve as an upper limit on economic vitality; their limits and constraints limit the overall City's potential. In considering strategies to engage, involve and empower the community, it is worthwhile to reflect on case studies of success. Rick Baker's concept of the "seamless city," which as mayor he successfully used to transform the socioeconomic divide that had formed within St. Petersburg, Florida, is a relevant example.

> ***"In a seamless city, when you go from one part of town to another you never cross a seam – whether a street, interstate overpass, or railroad track – and enter a place where you feel the need to reach over and lock your car door."***
>
> ***– Rick Baker, The Seamless City***

The most disadvantaged areas of Cocoa should be considered in this context for the purposes of planning and goal-setting. In practical terms, each time the City considers an expenditure for economic development, such an action should be evaluated on the basis of whether an equal or greater action can also be taken on behalf of the local disadvantaged community.

Mayor Baker gradually cultivated a new sense of responsibility among the broader community in St. Petersburg for the well-being of the entire city, including its most vulnerable areas, rather than for only those fractions deemed economically desirable. What had been known as St. Petersburg's "challenge area" came to be re-dubbed "Midtown," and a deputy mayor was appointed to oversee economic development specifically for the area. Critical to success of the project was the "City Scorecard," an online system tracking key local statistics and documenting shifts such as the declining crime rates that were resulting from the new policies. Such transparency encouraged more participation and buy-in from the public.

Cocoa may benefit from following similar steps, including the appointment of a new City liaison to represent the concerns of the disadvantaged community; city staff indicate that members of the Diamond Square CRA Board serve as the liaison to and representative of the disadvantaged community. Heightening communication to disadvantaged communities and stimulating more participation within them can ensure that development priorities are realistic and appropriate. Facilitating broader access to critical resources, such as Internet access, may be assisted by the Community School development. Entrenched poverty is a complex, multi-faceted social issue, but intertwined with economic development goals. Providing the community the tools needed to recover from poverty and alienation can be one of the important early goals as the Community School is introduced to the neighborhood.

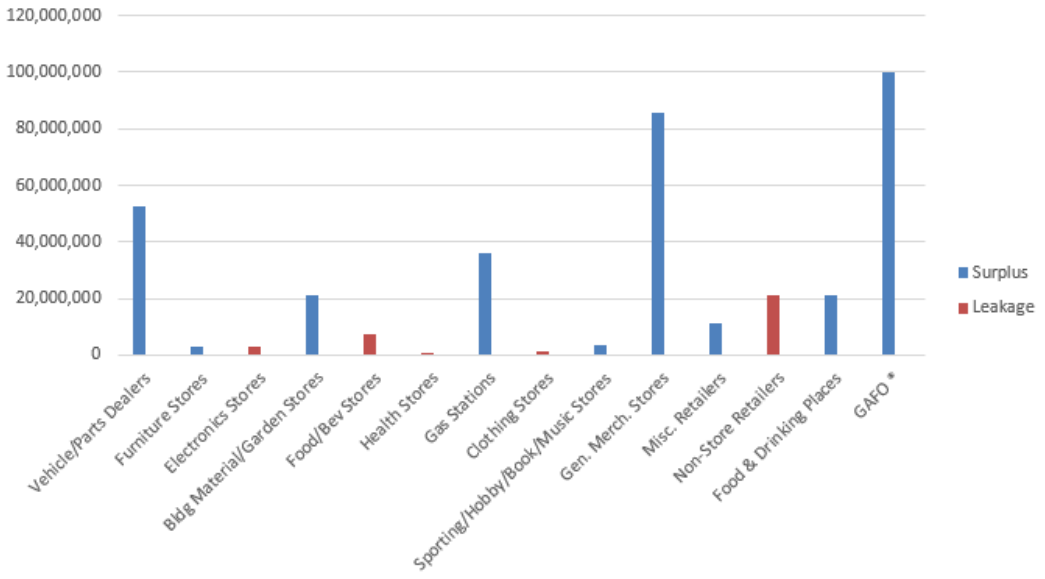
Business owners recognize the need to address poverty to benefit overall economic development. The City has attempted to reach out to its disadvantaged population in the past, and the launching of the Community School may provide a reason for revitalized efforts. To liaise with the disadvantaged community through the community school, it is recommended that a specific Ombudsman be appointed, and/or focused efforts through faith-based organizations be (re-)launched, to maximize opportunities that will arise through the new school, as well as other future prospects such as eventual brownfield redevelopment. A meaningful announcement and launch of concerted efforts to engage with the disadvantaged community, coinciding with the new school, can be a timely and impactful event for economic development.

Strengths, Weaknesses, Opportunities, Threats and Trends of Key Corridors

The scope of work for this economic base analysis of Cocoa required an assessment of Strengths, Weaknesses, Opportunities, Threats and Trends (SWOTT), in addition to corridor studies addressing challenges and opportunities of identified key commercial areas: Clearlake Road, U.S. 1, S.R. 524, and S.R. 520. The summaries and tables in this section present findings informed by the online survey data collection, public database research, stakeholder interviews, focus group discussions, and site visits. Retail leakage and surplus are also discussed for each key area. Examining retail leakage in depth can provide a stronger picture of where unmet demand can be captured. Retail leakage is a phenomenon that occurs when the population of an area focuses spending on retail goods elsewhere, exceeding the total revenue taken in by retail stores located in that area. The opposite effect, in which retail stores capture more than the spending of the local population, occurs when populations from outside the area are drawn in. Known as retail surplus, this phenomenon is desirable because it leads to more money

circulating within the area. Cocoa as a whole displays both leakage and surplus, depending on which type of retail is being discussed. Overall, the city has a retail surplus of just over $200,000,000.

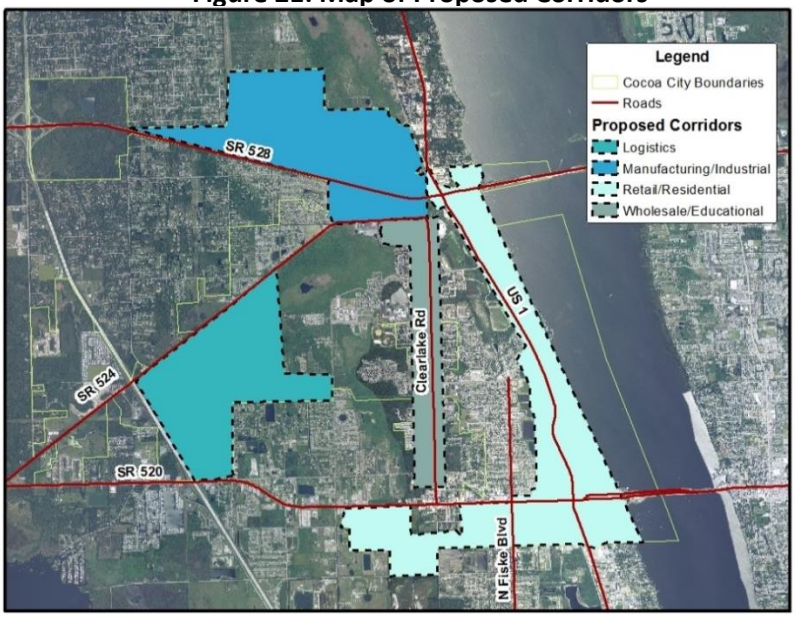
Figure 20: Retail Leakage/Surplus, City of Cocoa



Source: Nielsen SiteReports, 2014 methodology

As the study evolved, consideration of the eastern and western ends of S.R. 520 as extensions of other corridors (U.S. 1 and S.R. 524, respectively) became evident. The blended definition of S.R. 520 is motivated by varying levels of incorporation along S.R. 520 and the interaction with defining characteristics of other corridors. The study also identified S.R. 528 as an additional key commercial corridor of Cocoa, due to the significant development opportunities the area contains and its clear industrial thematic elements. The map below depicts the geographic extents of the identified corridors.

Figure 21: Map of Proposed Corridors



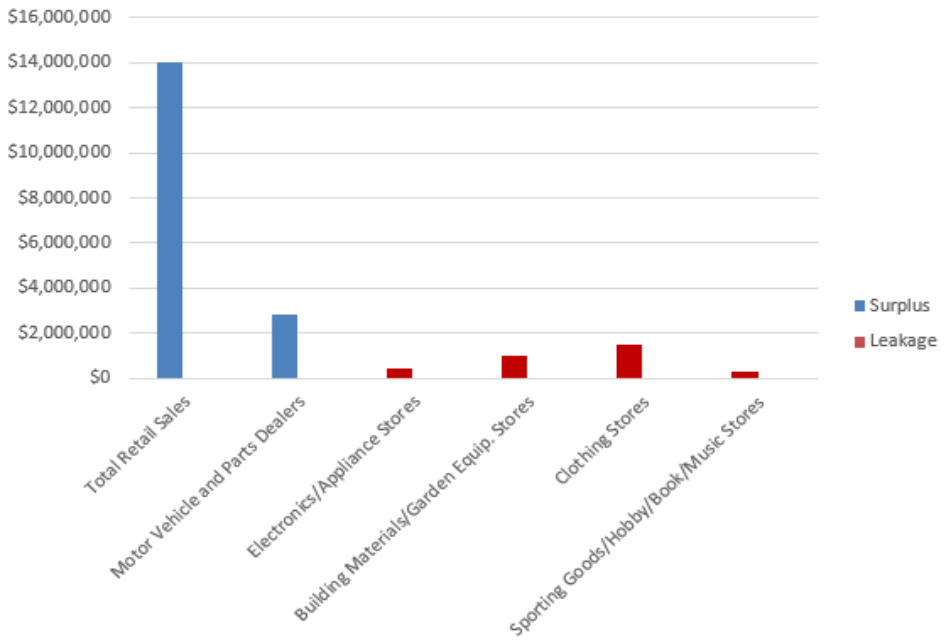
Clearlake Road

There is potential for developing a vibrant corridor along Clearlake Road north of S.R. 520. The corridor is currently anchored by Eastern Florida State College (EFSC), Florida Solar Energy Center (FSEC), and a Coca-Cola Bottling Company distribution center. EFSC is a public state college that was founded in 1960 and recently changed to its current name from Brevard Community College. The college offers Bachelor's degrees, as well as a multitude of other degrees and training and certification programs. EFSC offers more than 100 degrees and certificates. The Cocoa campus is the oldest and largest of EFSC's four campuses (which also include Palm Bay, Melbourne, and Titusville) and has two joint-use facilities with the University of Central Florida (a library and the Clark Maxwell, Jr. Lifelong Learning Center. In addition, the Cocoa campus hosts the Florida Solar Energy Center, the Astronaut Memorial Planetarium, and the Bernard Simpkins Fine Arts Center.

With its central location and convenient access to S.R. 520 to the south and S.R. 528 and S.R. 524 to the north, this corridor serves as a connector between the other major corridors in Cocoa. The future port expansion and continued growth in commerce in the S.R. 524 and S.R. 528 corridors, as well as Clearlake's proximity to Cocoa Village, could make it a competitive location for wholesalers who could benefit from nearby markets in all directions. The low cost of land compared to other cities in the region, along with access to vital corridors and roadways, make this corridor well-suited for warehousing and distribution.

Some retail is present along Clearlake Road, but additional capacity is available to accommodate the students commuting to the EFSC campus. It is likely that the corridor could better capitalize on unmet consumptive demand from students, and given the level of employment in the corridor, opportunities for development are strong, such as restaurants, coffee shops and convenience stores. Examining Clearlake Road's data shows that it has a retail surplus overall, but drilling down into sub-categories can reveal specific types of retail that can be further supported to capture even more spending locally. **Figure 22** provides the output of detailed Nielsen data specifically for the Clearlake Road corridor, and represents the demand for and supply of certain types of goods relative to actual sales. Based on the July 2015 data, Clearlake Road would benefit in targeting electronics, clothing, and other types of retail goods with unmet demand. These are strong candidates for appropriate retailers to be targeted for recruitment to the area.

Figure 22: Retail Leakage/Surplus, Clearlake Corridor



Source: Nielsen SiteReports, 2014 methodology

Though there are hurdles, Clearlake Road holds promise for placemaking. Placemaking refers to the concept of differentiating a particular locale with clear and tangible thematic elements, forming a concrete reputation around those elements. Corridors across the U.S. that are linked to the areas around universities and colleges tend to be successful candidates for placemaking efforts, and Cocoa should consider efforts to turn EFSC into the center of a new and trendy college area. Placing decorative college banners along the road could represent a major step forward in the process of providing a new brand identity to the corridor. This effort could be a joint collaborative effort between the City and EFSC. The defined image and intrinsic value of the corridor as an economically active college town area with desirable job opportunities may encourage investment. The City can encourage, perhaps with incentive programs, new retail stores and unique local restaurants to cater to EFSC and the Florida Solar Energy Center as part of a placemaking effort to improve Clearlake Road's image. **Figure 23** provides an example of college corridor placemaking.

Figure 23: "Blue Sky" Clearlake Road



It is important to note, however, that not all of Clearlake Road is in the City, and promotional efforts could be constrained. Several portions along the corridor are unincorporated Brevard County. This creates a scarcity of vacant incorporated land, which presents development hurdles for the City. Annexation may be a solution, though it is recognized that the City of Cocoa has been working to manage annexation appropriately; many stakeholders were unaware of the patchwork of City versus unincorporated areas, and believed annexation should be a priority for the City. Another challenge is the perception of crime and blight, which is strong in the minds of many in the community and has implications for attracting developers, site selectors and businesses.

Aggressive marketing of the area, including a marketing video, and appropriate incentives may be in order. In addition, media labeling of crime in the corridor within unincorporated Brevard County is often attributed to Cocoa – mistakenly or not - and further instills the perception of crime in Cocoa. Subtle but consistent messaging of declines in Cocoa's crime statistics will be necessary to overcome longstanding

perceptions of crime issues. Upgrades are needed to sewer systems along Clearlake Road that otherwise may serve as a detractor for businesses to relocate in the corridor.

Strengths, Weaknesses, Opportunities, Threats & Trends: Clearlake Road

Strengths/Weaknesses	• Large organizations (e.g. EFSC, Solar Center, Coca-Cola Bottling Facility, Wal-Mart) • Newer infrastructure on north end near S.R. 528 • Perception of crime/blight • Unincorporated areas • Lack of high-wage job opportunities • Low retail presence • Outdated/Absent Utilities (septic, sewer) • Ongoing vacancies (status quo)
Opportunities/Threats	• Proximity to EFSC and students; student appeal / placemaking • Alternate connector besides US1 between 528/524 and 520 • Vacant land for new development and redevelopment • Enhancement of façade programs and other incentives • Retail opportunities • Job training programs with City and County (Space Coast EDC) • Areas of blight • Lack of façade grants • Discontinuation of local training/apprenticeship programs • Lack of sewer infrastructure
Trends	• Placemaking prospects near colleges; distinct local offerings • Jobs and programs leaving EFSC

U.S. 1 / Eastern S.R. 520

U.S. 1 serves as a major transportation corridor for commerce and commuters, connecting S.R. 528 with downtown Cocoa. The thoroughfare is currently home to a wide variety of small businesses, including many used auto lots and repair shops, as well as a flea market. Focus group attendees, as well as survey and interview respondents, have shown strong support for façade improvements to U.S. 1. Stakeholders favor efforts that are likely to attract more professional services businesses and new building development that would equate to a wealthier corridor, and is inviting to visitors and prospective businesses looking to relocate. There is an appreciation for current efforts already underway as part of the initiatives through the U.S. 1 CRA.

Figure 24: Under-utilized area



Figure 25: Sufficient space for desirable future options



Road widening construction will support better flow of traffic and developers are expected to find the infrastructure improvements to be attractive for redevelopment. Additional upgrades, with funding already in place through the U.S. 1 CRA, will enhance the area in the near future. Examples include attractive lighting, texturized median treatments and landscaping to be completed in spring 2016. In the short term, ongoing road construction will continue to hinder efforts to expand commerce – but this activity will pay off in the medium and long terms.

Figure 26: Mixed-Use Developments Along U.S. 1 Corridor



Nearby residents, along the eastern side of the corridor, have relatively higher disposable income, providing strong market demographics. Most of the properties to the east of U.S. 1 are residential and privately owned; while on the west side, many lots are constrained by the railroad and reasonably narrow. Turning over existing properties that support lower-margin businesses to more contemporary offerings is likely to require land use changes over time. While Cocoa's Comprehensive Plan generally requires service extension costs to be borne specifically by the new users, its text also allows the possibility of reduction in costs for these new users if deemed necessary or beneficial by the city for accomplishing specific

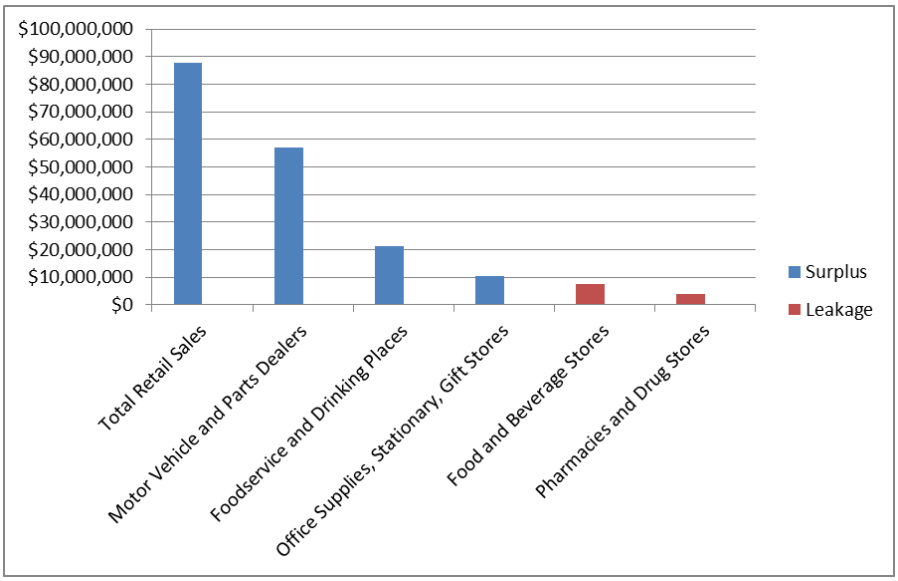
goals, including economic growth.[29] Invoking this text would allow the city to stimulate its economy through utility extension and cost sharing, sending a powerful signal of the City's continued commitment to improve growth prospects to the business community. **Figures 24– 26** provide example concepts for a future corridor.

Expanding the definition of the U.S. 1 corridor to include the eastern portion of S.R. 520 brings additional topics into focus. Cocoa Village is one of the City's proudest assets, and rightly so; nevertheless, improvements can be made to the surrounding area to further distinguish this key part of Cocoa. Furthermore, efforts to improve aesthetics at the marina, including general cleanup and removal of derelict vessels, are currently underway by the City. The City is also working to fund additional boat docks for day boaters to encourage visitors to spend time in Cocoa Village and promoting an increase in overall water-related activity while preserving the environment.

While Cocoa Village represents a relatively affluent population, some nearby areas present the opposite end of the socioeconomic spectrum. For the disadvantaged community near the S.R. 520-Fiske Boulevard intersection, organized resources could heighten community involvement to reduce poverty and crime and invest in the growth of human capital. Cocoa has had positive results in the past with faith-based organizations contributing to façade redevelopment; this disadvantaged area is home to numerous similar institutions. Reaching out to faith-based entities could be an effective instrument for further engagement with this community, and funding outreach events such as skills workshops would assist in increasing the area's employment rate.

U.S. 1, like Clearlake Road, displays an overall retail surplus (**Figure 27**); however, leakage is also occurring in specific retail sectors such as food and beverage stores and drug stores. Should mixed-use development occur along the western side of U.S. 1, these types of retail may be especially poised to thrive.

Figure 27: Retail Leakage/Surplus, U.S. 1 Corridor



Source: Nielsen SiteReports, 2014 methodology

[29] Comprehensive Plan: Goal 1.3: Policy 1.3.1.1. p. I-25

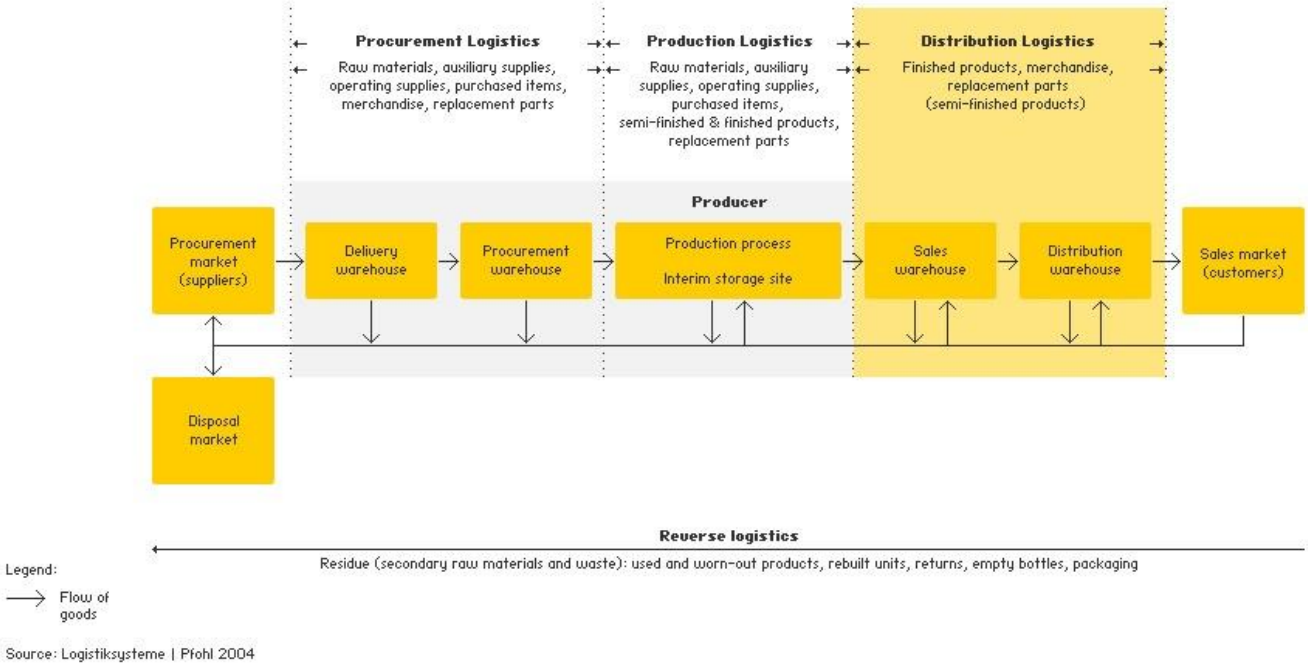
Strengths, Weaknesses, Opportunities, Threats & Trends: U.S. 1 & 520

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

S.R. 524 / Western S.R. 520

The area bounded by S.R. 524 to the north, S.R. 520 to the south, Cox Road to the east and I-95 to the west is characterized by transportation/utilities, warehousing/storage, retail, and manufacturing land use categories, priming the area for robust growth after the proposed Canaveral Port Authority (CPA) logistics site becomes operational. The corridor stands to benefit most directly from the planned Port Canaveral logistics site proposed at I-95 and S.R. 524, and the high-skill, high-wage jobs that it is expected to attract, along with Class A office space. Recognizing that the Port project is conceptual (e.g., there is by definition a possibility it does not unfold as currently envisioned), S.R. 524 nonetheless benefits from quick and easy access to S.R. 528, which is the strongest candidate for industrial development in Cocoa, and I-95. Land availability along S.R. 524 and S.R. 528 create potential to make the western and northern portions of Cocoa strong centers for manufacturing, logistics, and distribution. While distribution centers tend to be perceived as warehouses of finished goods awaiting trucking to stores or households, **Figure 28** provides a graphic of the multiple phases of distribution in the current economy, each of which requires specialized labor to coordinate and administer the myriad stages of logistics coordination. The corridor's proximity to major interchanges and removal from the congestion of metropolitan cities is a competitive advantage.

Figure 28: Stages of Logistics Processing



Source: Logistiksysteme | Pfohl 2004

S.R. 524 has constraints imposed by existing and/or absent sewer infrastructure and traffic capacity. However, these hurdles can be overcome with the right mix of investment in expansions to utility capacity and strategic decisions regarding placement of new facilities. Traffic concerns could be alleviated by widening the road from two lanes to four lanes, and the Port Authority has submitted a

TIGER[30] grant that would expedite the Florida Department of Transportation's (FDOT) approval process. New sewer connections would allow companies to establish or relocate without having to invest in the infrastructure themselves. New sewer infrastructure may prove enticing to businesses looking for close proximity to the proposed logistics park. The S.R. 524 corridor's utilities infrastructure further includes Cox Road, which is home to several manufacturing companies currently on septic systems. The reliance on septic systems is limiting business growth as businesses cannot hire more employees than permit requirements, nor expand their facilities. By connecting to City sewer, local businesses can further expand, providing a boon to Cocoa's overall economic growth. The City offers the EDI Fund for businesses that need assistance with utility expansion.

Promotion and placemaking can also help overcome obstacles and establish S.R. 524 and the surrounding area as the epicenter of logistics investment in Cocoa. New signage can coincide with the opening of the logistics site; placed along I-95 to announce the new logistics hub of Cocoa, this can quickly draw attention from passersby and can begin to redefine this section of Cocoa as one with a coordinated, focused theme of innovation and economic stimulus (**Figure 29**). It is worthwhile to note that prior to the land purchase by CPA and their plans to build a logistics hub, plans were being considered for retail, mixed-use and entertainment in the corridor. Should the Port Authority's logistics hub not materialize, the prior plans could still be implemented.

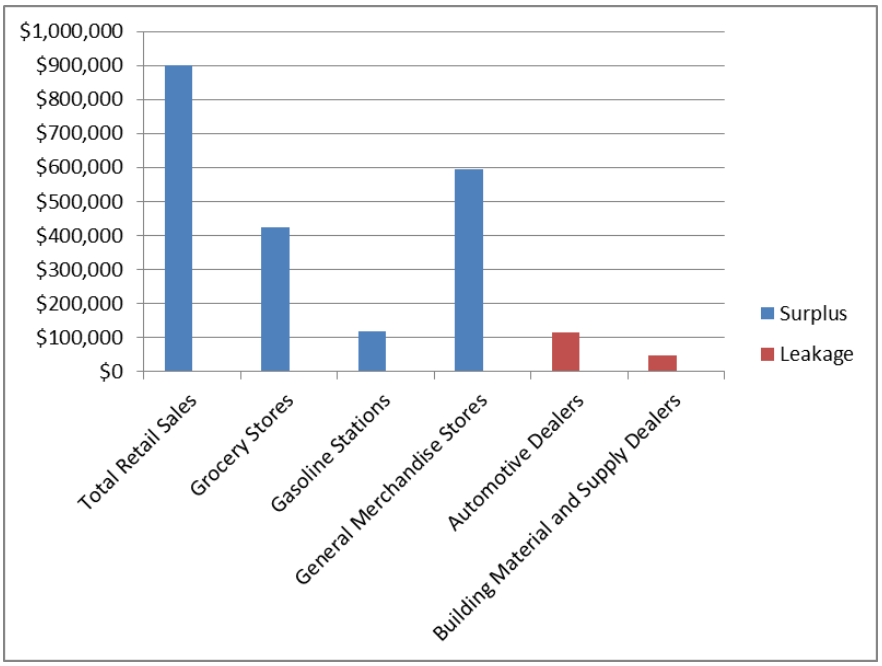
Figure 29: Signage at S.R. 524 Logistics Hub



S.R. 520 West is associated with S.R. 524 and can be considered an extension of that corridor. This part of S.R. 520 includes a pocket of auto dealerships on its south side, an industrial section on the north side between I-95 and Cox Rd, and a small residential area on the north side at S.R. 524. The northern side of S.R. 520, between Friday Road on the west and Cox Road on the east, consists a mix of retail, hospitality and manufacturing. These sectors will be compatible neighbors to the logistics investments taking place in the area. S.R. 524 also displays an overall retail surplus (**Figure 30**), while showing leakage among the automotive and building materials and supply categories. The automotive leakage is not particularly surprising, given the prominence of that category in other areas of Cocoa such as S.R. 520.

[30] TIGER (Transportation Investment Generating Economic Recovery) grants are managed by the U.S. Department of Transportation and disbursed to various states. The discretionary grants provide funding for capital investments on surface transportation infrastructure.

Figure 30: Retail Leakage/Surplus, S.R. 524 Corridor



Source: Nielsen SiteReports, 2014 methodology

Strengths, Weaknesses, Opportunities, Threats & Trends: S.R. 524 & 520

Strengths/Weaknesses	• Proximity to major roadways (S.R. 528, US1, I-95); industrial center and port expansion concept • Capacity for moderate traffic (with plans to widen road) • Available land • Limited sewer utility infrastructure on Cox Rd. • Occupied by residential area on north side of S.R. 524 • Currently low job opportunities with the exception of Cox Rd
Opportunities/Threats	• Proposed Port Authority expansion site and new, high wage jobs including management • Development of logistics clusters • Risk of expansion plans falling through • Competing land uses • Vocational training programs to complement logistics site • Discontinuation of training/apprenticeship programs leading to insufficient qualified workforce
Trends	• Growth in light manufacturing, warehousing, high-skilled labor and professional jobs • Logistics clusters/warehouses and ongoing investment opportunities

Strategic Recommendations

Cocoa is well-placed to capitalize on its location, workforce, and availability of land. The analysis conducted of Cocoa's economic baseline and feedback from the local business community supports focus in three primary areas for future economic development efforts.

1. Focus recruitment and expansion efforts to capitalize on key areas of competitive advantage. The following sectors have been identified as prime target:
    - manufacturing, particularly fabrication and precision instrument manufacturing to serve aviation/aerospace industry on the Space Coast;
    - medical manufacturing and support services to address the growing needs of the Florida medical research community and the emerging medical base of metro Orlando; and
    - trade, transportation and warehousing/logistics/distribution sectors, specifically that serve the existing manufacturing base (both traditional and evolving), and potentially refrigerated storage.

Based on feedback from national supply chain and site selection experts, the City's participation in trade conferences and associations should focus on the regional Southeastern U.S. within these sectors. In particular, focused efforts to mine existing industrial and manufacturing firms for synergy should include the following:

- Maintaining ongoing contact with Purchasing Managers, to identify common needs for raw materials, specialized equipment, or other supply chain elements.
- Using knowledge of supply chain needs gained through ongoing contact to facilitate information-sharing with small business service and materials providers; hosting annual panels to discuss upcoming opportunities, expected expansion plans or shifting industry needs.
- Utilizing existing industrial and manufacturing business owners as ambassadors either in person or through short video testament at regional trade shows touting the benefits of expanding in or to Cocoa.
- Reaching out to specific out-of-area companies that provide a good or service needed by more than one existing firm to encourage relocation or expansion to take advantage of a built-in buyer base; using assistance of existing firm ambassadors, either through endorsement or direct introduction.

Development of stronger links between existing businesses produces outcomes through three basic paths: (a) when multiple firms require similarly skilled employees, larger pools of potentially qualified job-seekers are attracted to the area, which is desirable for the employers and in turn induces additional firms to the area; (b) firms with similar processing or purchasing tend to generate supply chain needs that local firms can fulfill or expand offerings to fulfill; and (c) ties to the community tend to be more entrenched when a cluster of firms with similar offerings work together, resulting in better firm retention on the whole. Total manufacturing and industrial jobs per DEO/QCEW payroll data, after adjusting for the already announced relocation of Sun Skin Care Research, would be an appropriate tracking metric for this outcome.

2. Cocoa should continue investment in “hard” infrastructure along key corridors.
    - In addition to the previously completed wayfinding program, the City has updated signage in process for the industrial and commerce park. It is suggested that the City consider appropriate locations and consistency for additional signage (including banners) to raise awareness of distinct City districts: industry (S.R. 528/Cidco Rd) college (Clearlake Road) and Riverfront (along U.S.1).
    - A gap analysis for sewer infrastructure along key corridors is warranted. By necessity, this will required revisiting the annexation efforts and related costs that have been considered in the past. Business owners interviewed and surveyed see the move toward continuous City limits and utility services as an investment in the future, and a vote of confidence to support future business growth. Interviewees attributed lack of sewer capacity as a direct limit on company growth and hiring, and one business even demonstrated a willingness to share the cost of new sewer investment in order to clear the hurdle.
    - The City should evaluate long-term opportunities for rezoning areas along the western side of the U.S. 1 corridor to incorporate more flexible land uses that will accommodate redevelopment over time. The US 1 corridor may benefit from more mixed used and less pure commercial – especially in the areas where the tracks constrain the space. The changes could become part of a package of policies incorporated into the future Comp Plan.

3. Continued investments in “soft” infrastructure, particularly within the most disadvantaged neighborhoods.
    - Cocoa’s pockets of concentrated poverty also have high unemployment and crime, which work to lower average wages and inhibit optimal economic development. Business owners recognize the need to address poverty to benefit overall economic development. The City has attempted to reach out to its disadvantaged population in the past, and the launching of the Community School may provide a reason for revitalized efforts. Economic efforts to increase investments in growing and underserved portions of the community have been successful in other communities; for example, when funds are expended in one area of the city, comparable investments should be considered in the areas of poverty to show balance.
    - To liaise with the disadvantaged community, Emma Jewel Charter, Cocoa Police Department and the CRU, the new Community School provides a good starting point to relaunch efforts to engage this part of the community. A specific Ombudsman may be appropriate, or focused efforts through faith-based organizations.

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The Balmoral Group would like to acknowledge the generous commitment of time and insight provided by the following individuals and companies:

Interviews	
Alex Shaharom	Karen Gregory
Barry Forbes	Keila Bartley
Ben Malik	Lang Houston
Chantelle Moline	Lewis Marine
Chris Cannon	Liddy Livier
Cynthia Leckey	Lisa Gurri
Dale Ketcham	Llew Ellis
David Trout	Mike Selig
Derek Kellgren	Nick Lepp
Dr. Alice Jones	Oscar Weaver
Dr. Brenda Fettrow	Ralph Perrone
Duane Watson	Rohan Sadhai
Ernie Hardy	Rosamaria Vitoria
Faith Denman	Shane Porter
Fred Williams	Stuart Strauss
Green Apples	Tara Chafin
Jack Whiting	Theresa Mitchell
Jerry Sansom	Tim McLaughlin
John Bailey	Tom Vani
John Walsh	Tracy Moore
Judy Blanchard	Win Everett

Focus Groups	
Barry Forbes	Keila Bartley
Brad Whitmore	Lang Houston
Canaveral Port Authority	Lisa Gurri
Chantelle Moline	Mike Selig
Chris Cannon	Mike Spencer
Dale Coxwell	Robyn Greene
David Lightholder	Robyn Killary-Greene
Deb French	Rosamaria Vitoria
Dr. Alice Jones	Scott Jackson
Hernan Garcia	Shane Porter
Joe Kovac	Stuart Jackson
John Bailey	Terry Black
Joseph Kovac	Theresa
Judy Blanchard	Theresa Mitchell
Karen Gregory	Tom Vani
Kat Davis	Tracy Moore

Additional Assistance
Ken Wilshire

City staff should also be acknowledged:

John A. Titkanich, Jr., AICP, City Manager

Steven P. Belden, AICP, Community Services Director

Nancy A. Dresser, Deputy Community Services Director

Joan A. Junkala, Economic Development Manager

Susan D. McGrady, CRA Program Manager

Legislation Details (With Text)

File #:	16-78	**Version:**	1	**Name:**	Tank of the Year Presentation
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/24/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	Tank of the Year Presentation by Tnemec Company. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	16-84	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	3/2/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	To Authorize the City Manager to Sign Amendment #2 to Task Order 2013-43 with CH2M Hill for Engineer of Record Services for the Claude H. Dyal Water Treatment Plant Liquid Oxygen (LOX) Conversion, Project No. WS1113; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders to the Primary Construction Contract and any Additional Service Contracts Related to the Completion of the Project Regarding the Claude H. Dyal WTP Liquid Oxygen (LOX) Conversion Project . (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CH2M Hill-2013-43.2-2-29-16-$24,963.41 T.O. 2013-43 Amendment #2 - Proposal Resolution No. 2016-18.pdf Project Contingency History Res 2014-072 amending Res 2013-116 increasing contract price				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 2, 2016
Agenda Date: March 22, 2016
Prepared By: Cassandra McCall, E.I. Associate Engineer
Through: John A. Walsh, P.E. Utilities Director
Requested Action:
To Authorize the City Manager to Sign Amendment #2 to Task Order 2013-43 with CH2M Hill for Engineer of Record Services for the Claude H. Dyal Water Treatment Plant Liquid Oxygen (LOX) Conversion, Project No. WS1113; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders to the Primary Construction Contract and any Additional Service Contracts Related to the Completion of the Project Regarding the Claude H. Dyal WTP Liquid Oxygen (LOX) Conversion Project

BACKGROUND:

During the 1999 expansion of the Claude H. Dyal Water Treatment Plant, the City of Cocoa installed an ozonation system that used compressed air for oxygen fee. Due to the limits of the existing air-prep system, the City of Cocoa requested CH2M Hill to design the conversion from the ozone generator's air feed system to a liquid oxygen (LOX) feed system.

On July 23, 2013, City Council approved Task Order 2013-43 with CH2M- Hill to provide Engineer of

Record (EOR) services during the bid and construction phases of the Liquid Oxygen (LOX) Conversion project under an assumed 224-day construction period. The 224-day duration was reached in September 2014. CH2M Hill was able to provide continued EOR services until March of 2015.

On June 23, 2015, City Council approved Amendment #1 to Task Order 2013-43 to add more funds for CH2M Hill to continue providing EOR services until February 2016.

Additional project delays have been encountered since June 2015 such as unanticipated repairs to the ozone generators and ancillary equipment, unforeseen conditions, and scope of work additions. Amendment #2 to Task Order 2013-43 will provide continued Engineer of Record (EOR) Services during the construction phase, perform reviews of shop drawings Operations and Maintenance (O&M) Manuals, perform one final site visit upon substantial completion, create punch list, prepare the paperwork and documents to close-out the Florida Department of Environmental Protection (FDEP) and St. Johns River Water Management District (SJRWMD) permits, and provide record drawings.

The funding for this amendment is within the original Liquid Oxygen project (WS1113) contingency budget previously approved by Council. Staff recommends approval of Amendment #2 to Task Order 2013-43.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$24,963.41
Account Number	421-4055-536.63-00, WS1113
Account Name	Infrastructure
Source of Funds	Project Contingency
Change Order Amount	$24,963.41
Original Purchase Order	67451
Original P.O. Amount	$3,655.52
Total number of change orders to date:	2
Total amount in change orders to date:	$109,642.68

PREVIOUS ACTION:

On July 23, 2013, City Council approved Task Order 2013-43 with CH2M Hill to provide Engineer of

Record Services for bidding and construction phases of the Liquid Oxygen (LOX) Upgrade project at the Dyal Water Treatment Plant ($162,121).

On July 8, 2014, City Council approved Resolution 2014-072 amending the City Manager's authority to approve and execute change orders increasing the total construction contract price to $2,377,268.96, inclusive of both the prior approved contingency of $194,910 and the latest change order amount approved by City Council on June 24, 2014 in the amount of $233,258.96.

On October 28, 2014, City Council approved the continuation of work under this task order.

On June 23, 2015, City Council approved for the City Manager to Sign Change Order No. 1 to P.O. 64878 (Amendment #1 Task Order 2013-43) with CH2M Hill for Engineer of Record Services for the Dyal Liquid Oxygen Upgrade, Project No. WS1113 ($84,679.27).

On December 8, 2015, City Council approved continuation of work under this task order.

RECOMMENDED MOTION:

To Authorize the City Manager to Sign Amendment #2 to Task Order 2013-43 with CH2M Hill for Engineer of Record Services for the Claude H. Dyal Water Treatment Plant Liquid Oxygen (LOX) Conversion, Project No. WS1113; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders to the Primary Construction Contract and any Additional Service Contracts Related to the Completion of the Project Regarding the Claude H. Dyal WTP Liquid Oxygen (LOX) Conversion Project.

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Task Order Request Form

Engineering Services for Water Supply, Treatment, Transmission and Distribution

Name of CSA (Continuing Service Agreement)

City Bid Number: Q-08-27-COC **Vendor:** CH2M Hill

Dept./Division Name: Utilities/Engineering **Requestor:** Cassandra McCall Digitally signed by Cassandra McCall DN: dc=org, dc=cocoafl, ou=Utilities, cn=Cassandra McCall, email=cmccall@cocoafl.org Date: 2016.03.01 14:11:25 -05'00' **Date:** 3/1/16

Project Number: T.O. 2013-43.2 **Title:** Associate Engineer

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

AMENDMENT

Amendment to Original Task Order No. 2 **Requested Amendment Amount:** $ 24,963.41

Original Task Order Amount: $ 162,121.00 **Total Revised Amount including all Amendments:** $ 271,763.68

Total number of Amendments including this one: 2

Quote/Proposal #: 2013-43.2 **Dated:** 2/19/16 **Amount:** $ 24,963.41

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.03.01 15:14:33 -05'00'

Director's Signature

Scope of Services / Justification for Amendment

The original Task Order 2013-42 provided Engineer of Record (EOR) services during the bid and construction phases of the Liquid Oxygen (LOX) Conversion project under an assumed 224 day construction period. The 224 day duration was reached in September 2014. CH2M HILL was able to provide continued EOR until March of 2015. Amendment #1 was approved by City Council in June 2015 which provided funds for CH2M to continue providing EOR until February 2016. Additional project delays have been encountered since June 2015 such as, unanticipated repairs to the ozone generators and ancillary equipment, unforeseen conditions, and scope of work additions. This amendment will provide funds for continued EOR services through the completion of the project. With this amendment CH2M will provide continued Engineer of Record (EOR) Services during the construction phase, perform reviews of shop drawings Operations and Maintenance (O&M) Manuals, perform one final site visit upon substantial completion/create punchlist, prepare the paperwork and documents to closeout the FDEP and SJRWMD permits, and provide record drawings.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2013-43.2

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 3/2/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.03.02 09:14:16 -05'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

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

John A. Titkanich, Jr., AICP

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

City of Cocoa
Task Order 2013-43 - Amendment #2
Dyal WTP – Liquid Oxygen System Addition to the Ozonation System

Bidding Services and Services During Construction

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

Background

The original Task Order 2013-43 provided for Engineer of Record (EOR) services during the bid and construction phases of the Liquid Oxygen (LOX) Conversion project under an assumed 224 day construction period. The 224 day construction duration was reached in September 2014, and the project team was able to provide continued EOR services within the original budget from October 2014 to March 2015. Amendment #1 to Task Order 2013-43 was approved by the City of Cocoa in June 2015, and provided for continued EOR services through February 2016. Additional project delays have been encountered since June 2015, resulting from numerous sources including unanticipated repairs of the ozone generators and ancillary equipment and components, unforeseen conditions, and scope of work additions. The need for continued EOR services to complete the project has been identified, and are outlined below under Task 6. The budget for the Task Order 2013-43, Amendment #1, will be exhausted in February 2016. The base assumptions of the original Task Order remain in effect unless modified herein.

Task 6 – Extended EOR Services during the Construction Phase

CH2M HILL will provide continued Engineer of Record (EOR) services during the construction phase, as outlined below.

6.1 Submittal and O&M Manual Review

CH2M HILL will perform reviews of shop drawings, Operations and Maintenance (O&M) Manuals, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data the Contractor is required to submit. CH2M HILL will log and track all shop drawings, samples and submittals.

CH2M HILL's review of shop drawings, samples and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the construction contract, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

6.2 Substantial and Final Completion, Certifications, and Closure of Permits

CH2M HILL design personnel will perform one final site visit upon the project reaching substantial completion, in accordance with the contract documents. CH2M HILL will prepare one punch list of items for each site discipline requiring completion and/or correction. The City of Cocoa will verify that the punch list items are completed by the Contractor at final completion. Once substantial and final completions are reached, in accordance with the contract documents, CH2M HILL's engineers of record will execute documentation and certifications to regulatory authorities regarding the completion of the project.

CH2M HILL personnel will prepare the paperwork and documents to complete and close-out the FDEP and SJRWMD permits. They will also schedule an inspection by the Orange County Fire Marshall inspector to resolve the code deficiencies identified in the initial inspection.

6.3 Record Drawings

CH2M HILL will revise original drawings and submit two (2) sets of signed and sealed record drawings. Drawings will also be provided in electronic format (PDFs) and two (2) sets of full size drawings will be provided to the City upon completion of the work. Record drawings will be developed using CAD/CAE equipment and techniques, from information supplied by the Contractor and CH2M HILL onsite personnel.

Deliverables

1. Submittal and O&M Manual review comments
2. Preparation of RFQ's
3. Contract closeout paperwork including completed performance testing reports
4. Paperwork to close out permits and the Fire Marshall inspection deficiencies
5. Record Drawings upon completion of Construction Phase

Schedule

The general contractor is scheduled to achieve substantial completion in February 2016. It is anticipated these EOR services during construction will conclude in April 2016.

Assumptions

The assumptions of the original Task Order remain in effect unless modified herein.

Compensation

CH2M HILL proposes to perform the work described herein on a Time and Material basis with budgets between the subtasks being interchangeable as needed. The estimated total engineering fee including labor and expenses associated with this Task Order Amendment is not to exceed $24,963.41 as presented in the Exhibit A, below.

EXHIBIT A
Fee Estimate

Task Descriptions	Labor Hours	Total
Task 6.1 - Submittal/O&M Manual Reviews	8	$934.68
Task 6.2 – Substantial & Final Completion/Certifications and Closure of Permits	22	$3,907.98
Task 6.3 – Record Drawings	139	$19,570.75
Labor Total	169	$24,413.41
Expenses		$550.00
	Total	**$24,963.41**

Acceptance

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

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for CH2M HILL Engineers, Inc.



By: ____Francois Didier Menard___

Title: _____Vice President_____

Date: _____February 19, 2016_____

Task Order 2013-43 - Amendment #2
LOX Conversion - EOR Services During Construction
2/15/2016

JOB TITLE		HOURS	BILL RATE	SUBTOTAL
Task 6.1 Submittals/O&Ms				
Sr. Professional Engineer/Scientist/Consultant		2	$ 188.40	$ 376.80
Professional Engineer/Scientist/Consultant		2	$ 138.96	$ 277.92
Office		4	$ 69.99	$ 279.96
	SUBTOTAL	**8**		**$ 934.68**
Task 6.2 Site Visits/Substantial & Final Completion				
Sr. Professional Engineer/Scientist/Consultant		20	$ 188.40	$ 3,768.00
Office		2	$ 69.99	$ 139.98
	SUBTOTAL	**22**		**$ 3,907.98**
Task 6.3 Record Drawings				
Sr. Project Manager		20	$ 199.17	$ 3,983.40
Mid-Level Professional Engineer/Scientist/Consulta		12	$ 166.44	$ 1,997.28
Professional Engineer/Scientist/Consultant		16	$ 138.96	$ 2,223.36
Jr. Professional Engineer/Scientist/Consultant		10	$ 120.84	$ 1,208.40
Sr. Construction Manager/Sr. Designer		44	$ 155.59	$ 6,845.96
Sr. Construction Inspector/ Mid-Level Technician		12	$ 111.34	$ 1,336.08
Construction Inspector/Technician		14	$ 86.17	$ 1,206.38
Office		11	$ 69.99	$ 769.89
	SUBTOTAL	**139**		**$ 19,570.75**
	LABOR SUBTOTAL	**169**		**$ 24,413.41**
	EXPENSES			**$ 550.00**
TOTAL				**$ 24,963.41**

Notes
1. Funds for record drawings was exhausted under original task order, as well as Amendment #1

RESOLUTION NO. 2016-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE CLAUDE H. DYAL WTP LIQUID OXYGEN (LOX) CONVERSION, PROJECT NO. WS1113, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10% CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on October 22, 2013, the City Council authorized the City Manager to proceed with the Claude H. Dyal WTP Liquid Oxygen (LOX) Conversion, Project No. WS1113, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Claude H. Dyal WTP Liquid Oxygen (LOX) Conversion, Project No. WS1113, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $2,377,268.96 budgeted by the City Council for the project inclusive of the 10% contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 22nd day of March, 2016.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

Liquid Oxygen Conversion Contingency Report		Date
Original Contract Amount	$1,949,100.00	
C.O. #1 to Brandes FY14 P.O. 62619*	($233,258.96)	6/24/2014
New Contract Amount	**$2,182,358.96**	
Approved Contingency (10% of original contract amount)*	**$194,910.00**	
C.O. #1 to Brandes FY15 P.O. 64854	($19,072.05)	12/2/2014
C.O. #2 to Brandes FY15 P.O. 64854	($53,673.83)	1/22/2015
C.O. #3 to Brandes FY15 P.O. 64854	($8,986.45)	8/12/2015
Amendment #2 to CHM Hill T.O. 2013-43	($24,963.41)	3/22/2016
C.O. #1 to Brandes FY16 P.O. 67458	($14,731.00)	Pending Approval
Remaining Contingency	**$73,483.26**	

* Change order No. 1 to add $233,258.96 to P.O. 62619 was approved by Council on 6-24-14; Item V.2 and contingency remained the same

Note: no contingency was used for Amendment #1

RESOLUTION NO. 2014-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AMENDING THE CITY MANAGER'S AUTHORITY TO APPROVE AND EXECUTE CHANGE ORDERS REGARDING THE CLAUDE H. DYAL WTP LOX CONVERSION, PROJECT NO. WS1113, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMENDED AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE APROXIMATE 8.2% CONTINGENCY SET ASIDE FOR THE PROJECT AND THE PREVIOUSLY APPROVED CHANGE ORDER; PROVIDING FOR THE REPEAL OF RESOLUTION 2013-116; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on October 22, 2013, the City Council authorized the City Manager to proceed with the Claude H. Dyal WTP LOX Conversion, Project No. WS1113, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, on October 22, 2013, City Council approved Resolution No. 2013-116 authorizing the City Manager to approve any change orders for the Claude H. Dyal WTP LOX Conversion, Project No. WS1113 that did not exceed the total budgeted amount; and

WHEREAS, on June 24, 2014, the City Council authorized the City Manager to approve a change order in the amount of $233,258.96 for the Claude H. Dyal WTP LOX Conversion, Project No. WS1113, for an increase in project scope which resulted in an increase in the base construction contract amount that was previously approved by the City Council; and

WHEREAS, the City Council now desires to amend Resolution No. 2013-116 to increase the total construction contract price to $2,377,268.96, inclusive of both the prior approved contingency of $194,910 and the latest change order amount approved by the City Council on June 24, 2014, in the amount of $233,258.96; and

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

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

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

SECTION 1.

(A) Pursuant to section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders for the Claude H. Dyal WTP LOX Conversion, Project No. WS1113, provided the total amount of approved change orders do not cause the construction contract to exceed the revised total of $2,377,268.96 budgeted by the City Council for the project.

The construction contract budget of $2,377,268.96 is inclusive of the original contingency amount of $194,910 set aside for the project (which contingency amount is approximately 8.2% of the revised total construction contract budget) and inclusive of the change order in the amount of $233,258.96 that was approved by the City Council on June 24, 2014.

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

SECTION 2. Resolution 2013-116 is hereby repealed and no longer in effect.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 8th day of July, 2014.

Henry U. Parrish, III, Mayor

ATTEST:

John Clark, City Clerk

Legislation Details (With Text)

File #:	16-99	**Version:** 1	**Name:**	US 1 RDA rezoning 2nd reading 3/22	
Type:	Ordinance		**Status:**	Public Hearing	
File created:	3/14/2016		**In control:**	City Council	
On agenda:	3/22/2016		**Final action:**		
Title:	Ordinance 04-2016/2nd & Final Reading: Changing the zoning map designation of one (1) parcel of property containing ± 1.77 acres from RU-2-15 (Multiple Family Residential) to C-G (General Commercial). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-2016 Rezoning Ordinance - Clearlake.pdf Lot 1 Sketch & Legal Description.pdf Proposed Zoning Map.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2016
Agenda Date: March 22, 2016
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the Second Reading of Ordinance 04-2016, changing the zoning map designation of one (1) parcel of property containing ± 1.77 acres from RU-2-15 (Multiple Family Residential) to C-G (General Commercial).

BACKGROUND:

Applicant/Owner: US 1 Corridor Community Redevelopment Agency
65 Stone Street
Cocoa, FL 32922

Project Location: The subject parcel is located on the east side of Clearlake Road, approximately 250 feet south of the Clearlake Rd./University Blvd. intersection.

Requested Action: ZONING MAP AMENDMENT consistent with Appendix A Zoning, Article XXII, to rezone one (1) parcel totaling ±1.77 acres from RU-2-15 (Multiple Family Residential) to C-G (General Commercial).

Future Land Use: Commercial

Current Use: Vacant land

The applicant is requesting to amend the Zoning Map designation of the subject parcel from RU-2-15 (Multiple Family Dwelling) to C-G (General Commercial). The current Future Land Use Map (FLUM) designation is “Commercial” and would be consistent with the proposed C-G rezoning request.

This request is in conjunction with the proposed Clearlake Isles subdivision and proposed site plan for Clearlake Isles Apartments. The preliminary subdivision plat was reviewed by the P&Z Board on October 14, 2015, and the Board recommended approval to City Council. The final subdivision plat was approved City Council on February 9, 2016.

Currently, the entire 9.64 parcel is owned by the US 1 Corridor Redevelopment Agency (US 1 CRA). If the proposed subdivision is approved by City Council, the US 1 CRA will own Lot 1 (1.77 acres) and Lot 2 (7.87 acres). Upon completion of the sale of the 2 lots by the US 1 CRA, DFP Enterprises, LLC will take ownership of Lot 1 (proposed commercial uses) and Clearlake Isles, LP will take ownership of Lot 2 (proposed Clearlake Isles Apartments).

The subject lot (Lot 1) of this rezoning request would have approximately 233 feet of frontage along Clearlake Road. Access to Lot 1 would be from Lot 2 by way of an access agreement granted by the US 1 CRA in accordance with an executed Declaration of Easement.

The intent of this rezoning request is to be able to provide commercial and retail services to the proposed Clearlake Isles Apartments as well as the surrounding area.

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXII, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Applicant Response: The rezoning will allow the property to be zoned in conformance with the Future Land Use designation.

Staff Response: The established land use pattern along the portion of Clearlake Road that would be most likely affected by the rezoning request is a mix of residential, commercial/retail, and institutional uses. Clearlake Road is classified as an arterial road with a Level of Service designation of “C” (City of Cocoa Comprehensive Plan, Map M-II-2 and Map M-II-3).

Staff believes the proposed rezoning would not be contrary to the established land use patterns and would be consistent with the future land use designation of “Commercial’.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Applicant Response: There is consistent General Commercial use along Clearlake Road.

Staff Response: The properties immediately to the north, south, and east are zoned RU-2-15. The property immediately to the west (across Clearlake Road) is zoned RU-1-7 and is the site of Eastern

Florida State College. Furthermore, properties within a mile of the subject property are zoned C-N (Neighborhood Commercial) and C-R (Restricted Commercial). In addition, there are properties located within the County with commercial and residential zoning designations.

Staff believes the proposed rezoning to C-G would not create an isolated district unrelated to adjacent and nearby zoning districts. It should be noted that the C-G zoning district allows for many of the uses permitted in the P-S (Professional Services) and C-N zoning districts.

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.

Applicant Response: The proposed change is from residential to general commercial. This change would lower the population density along with an increase in the City tax base. Clearlake Road is existing and other than a driveway, no additional public roads are planned. The City has in place the means to adequately handle this change of use.

Staff Response: The land use pattern along Clearlake Road is a mix of commercial/retail, residential, and institutional uses. The proposed rezoning would have no impact on population density patterns as there would be no residential use on Lot 1.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Applicant Response: The boundaries are drawn logically with the use of the property.

Staff Response: Staff believes the boundaries are logically drawn in relation to the existing commercial/retail and residential uses.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Applicant Response: The rezoning from RU-2-15 to C-G is consistent with the Future Land Use.

Staff Response: The FLUM designation for the subject lot is “Commercial”. The current FLUM designation is consistent with the proposed rezoning to C-G and would not have an adverse effect on the Comprehensive Plan. The proposed rezoning would be consistent with the following Future Land Use Element of the Comprehensive Plan:

Policy 1.1.2.9: Commercial (COMM). The intent of the “Commercial” future land use designation is for areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses.
A. Commercial areas shall have direct access from a four-lane collector or two-lane arterial.
B. New commercial uses shall be discouraged from linear development and shall be encouraged to develop in clusters, with coordinated parking facilities, and with frontage roads where practical.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Applicant Response: There is a need on the corridor for more businesses in order to accommodate new residential uses.

Staff Response: The intent of the rezoning request is to be able to provide services to the surrounding residential uses, including the proposed Clearlake Isles Apartments, as well as the college.

g. The proposed change will adversely influence living conditions in the neighborhood.

Applicant Response: The site is less than 2 acres in size. The site will be improved to accommodate the surrounding residential area by providing necessary space for commercial use.

Staff Response: As there is already a mix of residential and commercial uses in the area, the proposed rezoning would not adversely influence living conditions in the immediate area. The potential commercial development would be an asset to the neighborhood.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Applicant Response: The proposed change will not create or excessively increase traffic congestion.

Staff Response: It is not anticipated that the proposed change would create or excessively increase traffic congestions or otherwise affect public safety. As noted above, Clearlake Road has a Level of Service designation of “C”. A traffic study has been submitted to FDOT to analyze the potential impacts to address impacts to Clearlake Road. The study will determine most appropriate driveway access and traffic signalization with Eastern Florida State College whose entrance would be directly across from the entrance into the new development.

i. The proposed change will create a drainage problem.

Applicant Response: All necessary drainage permits will be obtained from the City and State agencies.

Staff Response: No drainage problems are anticipated as a result of the change. Any new development would be required to comply with all applicable regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Applicant Response: Any future development on the site will be required to adhere to all City Building Codes and light and air requirements.

Staff Response: Any proposed use associated with the proposed rezoning would be required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced.

k. The proposed change will adversely affect property values in the adjacent areas.

Applicant Response: A commercial use for the property will add to the quality of life for the area and thus increase property values.

Staff Response: It is not anticipated that property values would be affected by the proposed rezoning.

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l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Applicant Response: The change is consistent with adjacent properties.

Staff Response: As the subject property is one of the few remaining vacant properties in the immediate area, staff believes the proposed rezoning would not be a deterrent to the improvement or development of adjacent property.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Applicant Response: No variances are being requested with the zoning change.

Staff Response: The proposed change will not constitute a grant of special privilege to the property owner of the subject property as contrasted with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Applicant Response: There are none.

Staff Response: With the addition of the proposed Clearlake Isles Apartments on Lot 2, the proposed rezoning to C-G on Lot 1, would provide a balance between the addition of residential uses and commercial/retail uses as well as providing additional commercial/retail uses for the surrounding area as a whole.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Applicant Response: The proposed change would provide needed business services to the area.

Staff Response: The proposed rezoning is not out of scale with the needs of the neighborhood and would provide needed commercial/retail uses to the surrounding residential uses.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Applicant Response: The property was acquired by the US 1 CRA with the intent of developing this specific site as commercial.

Staff Response: When the US 1 CRA acquired the property in 2003, the Request for Proposal indicated the front portion of the property would be developed for commercial uses.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-G zoning designation is consistent with the allowable uses under the “Commercial” Future Land Use per the City of Cocoa Comprehensive Plan. Concurrency Management/Adequate Public Facilities

Section 15-22, Code of the City of Cocoa, 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.

STRATEGIC PLAN CONNECTION:

Economic development is impacted by this zoning action by providing additional developable commercial land on a major transportation corridor in the City.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning and Zoning Board unanimously recommended approval at its February 10, 2016, meeting.

City Council approved the First reading of Ordinance 04-2016, at its March 8, 2016, meeting.

RECOMMENDED MOTION:

Approve the Second Reading of Ordinance 04-2016, changing the zoning map designation of one (1) parcel of property containing ± 1.77 acres from RU-2-15 (Multiple Family Residential) to C-G (General Commercial).

ORDINANCE NO. 04-2016

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

WHEREAS, the City Council is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa recommended approval of this Ordinance on February 10, 2016; and

WHEREAS, the City Council of the City of Cocoa held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data 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 hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa, Florida.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of

Cocoa, as described in City of Cocoa Code, Appendix A, Article VIII, Section 1, is hereby amended to include a change of classification from "RU-2-15 (Multiple Family Dwelling) to C-G (General Commercial)," for the real property depicted and legally 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.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2016.

_____

Henry U. Parrish, III, Mayor

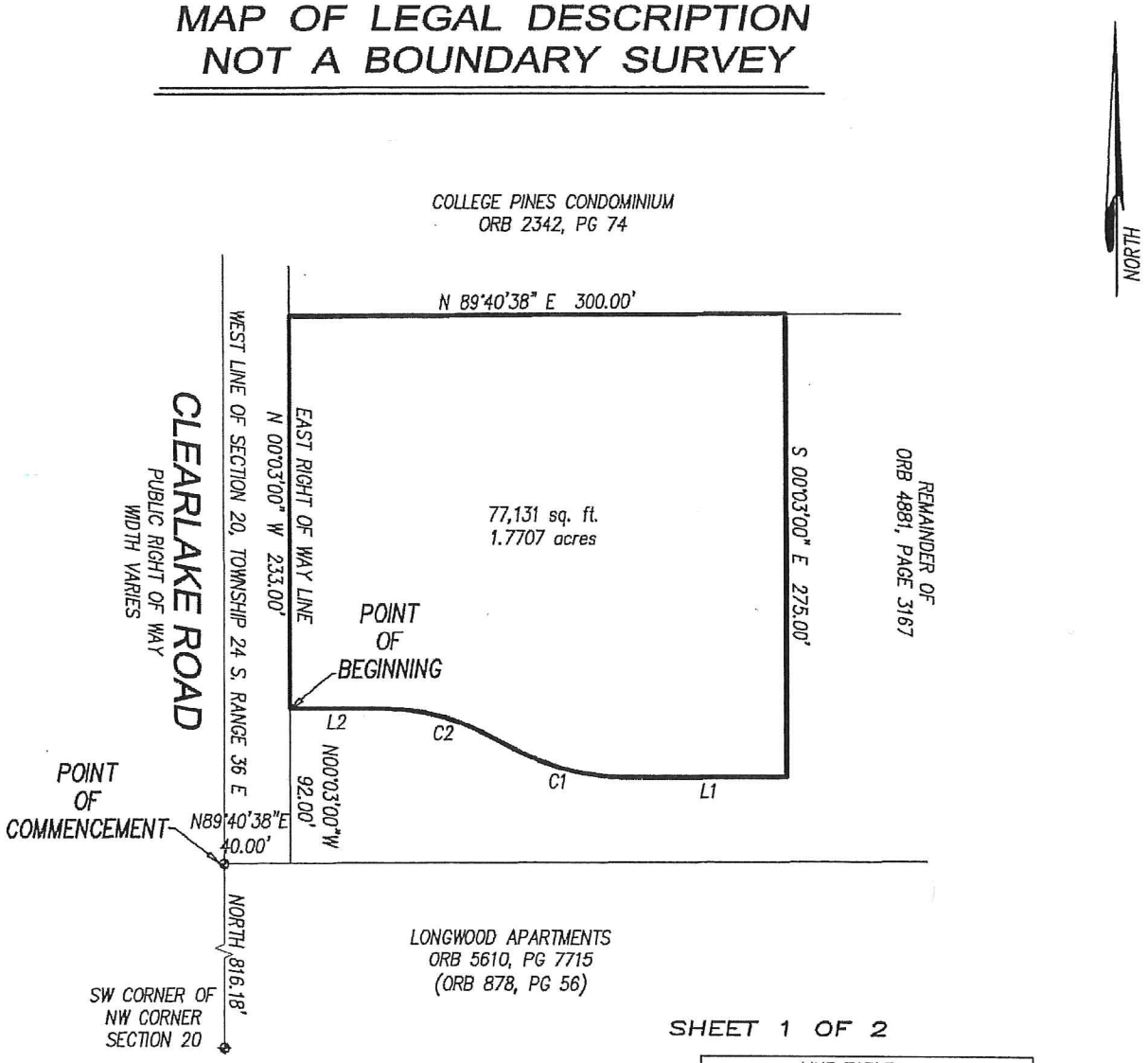
ATTEST:

_____

Carie Shealy, City Clerk

Exhibit "A"

MAP OF LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY



SHEET 1 OF 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°40'38"W	95.58'
L2	S89°57'00"W	55.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	150.00'	31°07'16"	81.47'	80.48'	N74°45'44"W
C2	140.00'	30°50'54"	75.38'	74.47'	N74°37'33"W

NOTE:
ORB= OFFICIAL RECORDS BOOK

CERTIFIED TO:
ROYAL AMERICAN DEVELOPMENT

DESCRIPTION	DATE: 13 DEC 15	

CERTIFICATION:
I HEREBY CERTIFY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Earl K. Gordon

EARL K. GORDON PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA NO. LS 5363

DRAWN BY: AEG | SCALE 1 INCH = 100 FEET

GAI Surveyors
L.B. No. 7928
A. EARL GORDON, JR, PSM No. LS 2866
EARL K. GORDON, PSM No. LS 5363
450 Barnes Blvd, Rockledge, FL 32955
(321) 806-3908 GAI@CFL.RR.COM

MAP OF LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION:

A PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4881, PAGE 3167 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE WEST LINE OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, WHICH IS 816.18 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 89° 40' 38" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00° 03' 00" WEST ALONG THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 92.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00° 03' 00" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 233.00 FEET; THENCE NORTH 89° 40' 38" EAST ALONG THE SOUTH LINE OF COLLEGE PINES CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 2342, PAGE 74, A DISTANCE OF 300.00 FEET; THENCE SOUTH 00° 03' 00" EAST AND PARALLEL WITH THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 275.00 FEET; THENCE S89°40'38"W, A DISTANCE OF 95.58 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 31°07'16"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 81.47 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 30°50'54"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 75.38 FEET; THENCE S89°57'00"W, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CERTIFIED TO:
ROYAL AMERICAN DEVELOPMENT

DESCRIPTION	DATE: 13 DEC 15	

CERTIFICATION:

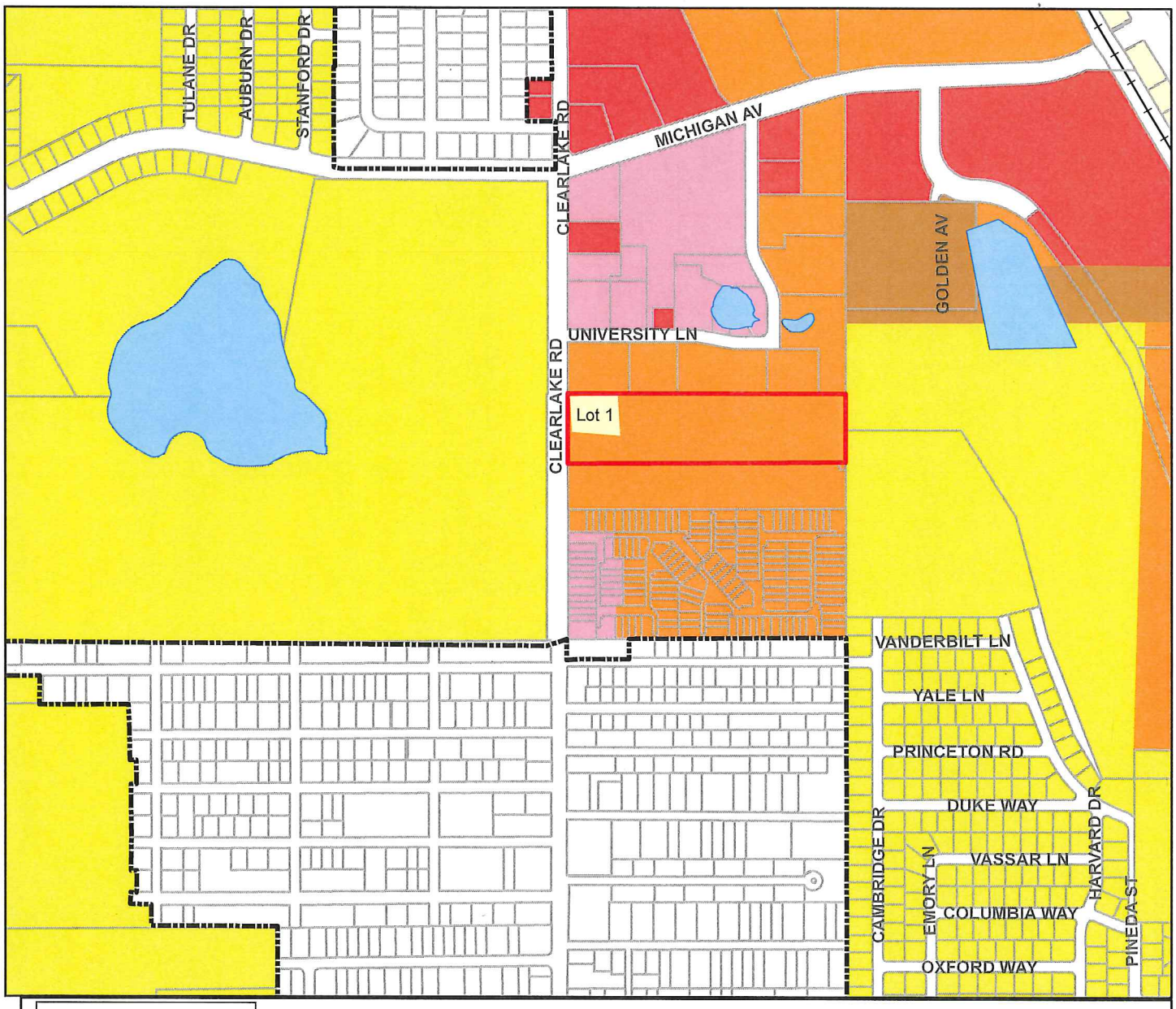
I HEREBY CERTIFY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Earl K. Gordon

EARL K. GORDON PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA NO. LS 5363

GAI Surveyors
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A. EARL GORDON, JR, PSM No. LS 2866
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450 Barnes Blvd, Rockledge, FL 32955
(321) 806-3908 GAI@CFL.RR.COM

Propose Zoning
US 1 CRA - Lot 1



Legend

- Publish.GISDL.CenterlineCocoa
- Subject Property
- Publish.GISDL.CityBoundary
- Water Bodies
- Parcels
- Publish.GISDL.Railroads

Publish.DBO.ZoningCity

Zoning

- C-G
- C-N
- C-R
- PUD
- RU-1-7
- RU-2-15
- RU-2-25

N
W E
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0 0.1 0.2 Miles

Disclaimer: Maps are for reference purposes only and do not replace official documents.

City of Cocoa GIS - 2016

Legislation Details (With Text)

File #:	16-100	**Version:** 1	**Name:**	Craft Breweries 2nd reading 3/22
Type:	Ordinance		**Status:**	Public Hearing
File created:	3/14/2016		**In control:**	City Council
On agenda:	3/22/2016		**Final action:**	
Title:	Ordinance No. 03-2016/2nd & Final Reading: Amending Appendix A, Zoning, to define craft breweries and to allow craft breweries with a bar/lounge area as an accessory use in the C-C (Core Commercial) zoning district. (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	03-2016 Craft breweries (CORRECTED - FINAL).pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2016
Agenda Date: March 22, 2016
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the Second Reading of Ordinance 03-2016, amending Appendix A, Zoning, to define craft breweries and to allow craft breweries with a bar/lounge area as an accessory use in the C-C (Core Commercial) zoning district.

BACKGROUND:

Applicant: Dirty Oar Beer Company, LLC
Christopher Hughes
2310 Papaya Place
Merritt Island, FL 32952

Requested Action: ZONING TEXT AMENDMENT consistent with Appendix A, Zoning, Article XXII, Section 1(b), amending Appendix A, Zoning, of the City Code to allow craft breweries by Special Exception, with a bar and/or lounge area as an accessory use, in the C-C (Core Commercial) Zoning District.

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change:

Applicant Response: Dirty Oar Beer Company, LLC has signed a lease at 331 King Street. This property is zoned as Core Commercial. Dirty Oar Beer Company will provide Cocoa Village with Cocoa's first craft brewery at the entrance to the Village on King St. Not only will we have fine craft beer from throughout Florida, we will specialize in brewing our own craft beer on site that our customers can enjoy in the tap room or take home in their own regulated containers. Our future business plans call for us to produce bottles of beer that can be purchased throughout Florida and would place Cocoa Village on many grocery store shelves. To meet this objective, we require a special exception written into the C-C zoning text that allows for bar/lounge or brewery/taproom.

Staff Response: The City has been approached by Dirty Oar Beer Company, LLC as to establishing a craft brewery at 331 King Street. As the applicant has noted above, the proposed business would provide local citizens and tourists a destination to sample artisan craft beers brewed on location as well as a selection of other beers from Florida microbreweries. The proposed location is located in the C-C zoning district, in Cocoa Village.

Currently, City Code contains no provisions for the production of beer or the consumption of alcohol in a lounge or bar in the C-C Zoning District. Bars and lounges are permitted only as an accessory use to a restaurant. The C-C Zoning District specifically prohibits manufacturing uses, which the proposed brewery would fall under.

The applicant has informed staff that due to a Florida distribution law, in order for a craft brewery to distribute beer outside of their facility, such as bars or local retail shops, the preparation of food is not permitted on site. The applicant plans to provide fresh sandwiches by agreement with Merri Cakes located on Merritt Island as well as prepared foods from other food vendors.

Breweries in Florida produce a wide range of beer styles that are marketed locally, regionally, nationally, and which are exported. In 2012, Florida's 72 breweries employed more than 1,300 people directly in brewing activities and another 75,000 in related jobs such as wholesaling and retailing ("The Economic Impact of the Beer Industry - 2012 Data, Florida". The Beer Institute).

Craft breweries are a growing trend in Florida, as well as across the country, and staff believes Cocoa Village is poised to benefit from the experiences associated with a local craft brewery. It should be noted that that applicant has indicated the proposed craft brewery would offer self-guided tours of the brewing process in addition to selling promotional items such as t-shirts.

The proposed ordinance would allow for the production of craft beer only and for associated bar and lounge areas provided that these associated areas do not exceed 50 percent of the total square footage of the operation. The associated bar and lounge areas would be able to serve beer and wine only.

The Board of Adjustment would hold a public hearing for any applications that fall under the proposed

ordinance and would potentially receive input from citizens. The Board of Adjustment could impose conditions as it sees appropriate.

Relationship and consistency with Comprehensive Plan Policies and Objectives:

Applicant Response: As Cocoa Village becomes an even larger destination for both tourists and locals, businesses that cater to these individuals are finding themselves with locations further from the CBD zoning district. We believe that bringing a craft brewery to Cocoa Village will contribute to the wealth of culture that the area already has to offer and ultimately attract more people to the Village. It is for the this reason that we are requesting the additional special exception use of a bar/lounge or brewery/taproom usage in the C-C district, just as they are in the CBD district, while still allowing these businesses to become part of the Cocoa Village culture.

Staff Response: The following Comprehensive Plan policies support the applicant's request:

- Future Land Use Element Goal 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

- Future Land Use Element Goal 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable business opportunities and jobs.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board unanimously recommended approval at its February 10, 2015 meeting.

City Council approved the First reading of Ordinance 03-2016, at its March 8, 2016 meeting.

RECOMMENDED MOTION:

Approve the Second Reading of Ordinance 03-2016, amending Appendix A, Zoning, to define craft breweries and to allow craft breweries with a bar/lounge area as an accessory use in the C-C (Core Commercial) zoning district.

ORDINANCE NO. 03-2016

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

WHEREAS, the City of Cocoa is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City anticipates that craft beer breweries will increase in popularity in the future and recognizes that the use is not yet explicitly addressed in the City's Code; and

WHEREAS, the City Council of the City of Cocoa finds that in order to encourage the location of these facilities, the City Code must be amended to provide for appropriate zoning categories for craft breweries; and

WHEREAS, the Planning and Zoning Board has reviewed these proposed amendments at a duly noticed public hearing held on February 10, 2016, and said Board has recommended approval of the amendment to the City Code; and

WHEREAS, the City Council of the City of Cocoa, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cape Canaveral.

NOW, THEREFORE, THE CITY OF COCOA HEREBY ORDAINS AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Amendment to Appendix A, Zoning.** Appendix A, Zoning, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from this Ordinance of text existing in Appendix A, Zoning. It is intended that the text in Appendix A Zoning, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

Appendix A - Zoning

*** * ***

Article V. – Definitions

*** * ***

For the purpose of this ordinance, certain terms or words used herein shall be interpreted as follows:

*** * ***

CRAFT BREWERIES are entities that utilize the fermentation process to produce beer beverages.

*** * ***

Article XI. – Schedule of District Regulations

*** * ***

Sec. 18. – District and Intent – C-C, Core Commercial District.

*** * ***

(C) SPECIAL EXCEPTIONS.

*** * ***

(10) Craft breweries, with a bar and/or lounge area as an accessory use, subject to the following:

a. Onsite production shall be limited to beer only; and
b. Bar and lounge areas associated with the brewery shall be permitted but shall not exceed 50 percent of the total square footage of the operation; and
c. Bar and lounge areas associated with the brewery may serve beer and wine, only; and
d. No alcohol consumption, other than that associated with the bar and lounge area, shall be permitted on-site; and
e. All materials and supplies related to the brewery operation shall be stored in an enclosed structure.

*** * ***

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the Cocoa City Code and any section or paragraph number or letter and any heading may be changed or

modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED, by the City Council of the City of Cocoa, Florida, this ____ day of _____, 2016.

_____
Henry U. Parrish, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-85	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	3/4/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	2016 Road Closures Request. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Copy of Street Closures.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2016
Agenda Date: March 22, 2016
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the requested 2016 street closures in association with the proposed Special Events.

BACKGROUND:

During any given calendar year, the number of street closure approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 01-2016.

Since the adoption of the ordinance, three events constituting three and one-half (3 ½) approved street closure days have taken place:

Cocoa Mardi Gras Celebration on February 20, 2016 (one day);

St. Mark's Episcopal Academy Lions on the Run 5K on March 5, 2016 (one day);

HCVA Spring Fine Art and Craft Fair on March 5-6, 2016 (two days).

The following organizations are requesting street closures for their special events for the remaining 2016 calendar year. If all are approved, the total street closures to date would equal fifteen (15) days.

Events:

Village Idiot 5K Village Lost Their Idiot, Friday, April 1, 2016
Church Street: between Riverfront Park and Riverside Dr.
Riverside Drive: between Church St. and Oak St.
Oak Street: between Riverside Dr. and Brevard Ave.
Brevard Avenue: between Oak St. and Harrison St.
Harrison Street: between Brevard Ave. and Riveredge Blvd.
Total Closure- One Day

HCVA Car Show, Saturday, April 16, 2016
10:00 am - 5:00 pm.
Brevard Ave: between SR 520 and Church St.
Harrison St: between Delannoy Ave. and Brevard Ave.
Oleander St: between Brevard Ave. and public restrooms
Total Closure- One Day

HCVA Summer Craft Fair, Friday, May14 and Saturday, May15, 2016-
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and municipal parking lot
Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and Harrison St.
Total Closure- Two Days

Cocoa Village Triathlon, Sunday, May 22, 2016 - Multi Race Bike Course
Harrison St: between Riveredge Blvd. and Brevard Ave.
Delannoy Ave: between Harrison St. and SR 520

SR 520 crossing at Delannoy Ave. and Brevard Ave: Cocoa PD will be positioned on all four corners of SR 520.The bike segment will commence north on Indian River Drive to Black's Road to the course turn around.

Multi Race Run Course:
Church St: between Brevard Ave. and Delannoy Ave. and Riverside Dr.

The run segment of the race will commence south on Riverside Dr. through Rockledge to the turnaround point at Barton Avenue in Rockledge and return on the same route.
Total Closure- Half Day

HCVA Car Show and Sidewalk Sale, Saturday, September 17, 2016 - Requesting from 10:00 am - 5:00 pm.
Brevard Ave: between SR 520 and Church St.
Harrison St: between Delannoy Ave. and Brevard Ave.
Oleander St: between Brevard Ave. and public restrooms.
Total Closure- One Day

HCVA Fall Craft Fair, October 15-16, 2016

Brevard Ave: between King St and Orange Ave.

Oleander St: between Brevard Ave. and the municipal parking lot
Delannoy Ave: between Church St. and Harrison St.
Harrison St: between Delannoy Ave. and Brevard Ave.
Total Closure- Two Days

CMS Run for Your Lives Zombie Fun Run, Friday, October 28, 2016

Church St: between Riverfront Park and Riverside Dr.
Riverside Dr: between Church St. and Oak St.
Oak St: between Riverside Dr. and Brevard Ave.
Brevard Ave: between Oak St. and Harrison St.
Harrison St: between Brevard Ave. and Riveredge Blvd.
Total Closure- One Day

STEP Up for Down Syndrome Walk, Saturday, November 5, 2016 - FEDS of Brevard:
7:00 am - 10:00 am
Church St: between Riverfront Park and Riverside Dr.
Riverside Dr: between Church St. and the Rockledge City limits.
Streets will re-open as soon as the last walkers are cleared.
Total Closure- Half Day

Space Coast Marathon, Sunday, November 27, 2 016 - Running Zone Foundation:
6:00 am-10:00 am
Brevard Ave. to Orange St., then to Florida Ave. (6:20 am-6:40 am), then to SR 520 (beginning of race- full marathon runners will be crossing over with Police assistance and half marathon runners will be heading south and crossing over to Delannoy Ave. and then into Rockledge) and Indian River Drive to Belmont Ave. Then from 6:00 am-10:00 am, Brevard Ave. to Church St., North side of Church St. only (to allow Church access) from Brevard Ave. to Riverside Dr. and Riverside Dr. from Church St. into Rockledge. They are renting barricades and traffic signals from Traffic Control Products of Orlando. There will be variable message boards placed at least three days prior to the race notifying drivers of the closures. As soon as roads are clear of runners, the roads open back up to traffic. **Total Closure- Half Day**

HCVA Holiday Craft Fair, December 3-4, 2016-
Brevard Ave: between King St. and Orange St.
Oleander St.: between Brevard Ave. and the municipal parking lot
Delannoy Ave: between Church St. and Harrison St.
Harrison St.: between Delannoy Ave. and Brevard Ave.
Total Closure- Two Days

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for Visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

These are all events that have previously taken place in the City of Cocoa. A list of all street closures is attached to this agenda item.

RECOMMENDED MOTION:

Approve the requested 2016 street closures in association with the proposed Special Events.

Date	Event	Expected Attendance	Location	Time	Street Closures	Council Approval
1/29/2011	HCVA Classic Car Show	200	Cocoa Village	2-8pm	Brevard from Harrison to Church, Delannoy From Church to Harrison and Harrison from Delannoy to Brevard.	1/11/2011
2/25-2/27/11	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Ordinance
3/5-3/6/11	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
4/3/2011	FIT for L.I.F.E. - Overland Missions	300	Riverfront Park	5:30-8pm	Church from Riverfront Park to Riverside Dr. and Riverside Dr. into Rockledge	2/22/2011
4/30/2011	Relay for Life - American Cancer Society	300-500	Riverfront Park	2pm-9am	Harrison from Riveredge to Delannoy	7/13/2010
5/21-5/22/11	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
6/10-6/11/11	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	10am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	1/11/2011
7/4/2011	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	Ordinance
9/17/2011	HCVA Classic Car Show and Sidewalk Sale	500	Cocoa Village	11am-6pm	Brevard from Harrison to Church, Delannoy From Church to Harrison and Harrison from Delannoy to Brevard.	8/9/2011
10/8/11 moved to 10/22/11	Oktoberfest - Brevard Productions, Inc.	3,500	Cocoa Village	5pm-12:30am	Brevard Ave. from Oleander to Orange, Harrison from Brevard to Delannoy on Saturday from 3pm-12:30am	4/12/2011
10/15-10/16/11	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
10/22/2011	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	9/13/2011
10/28/2011	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	4/12/2011
10/29-10/30/11	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	6am-6pm	Delannoy & Harrison	9/13/2011
10/30/2011	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	8/9/2011
11/27/2011	Space Coast Marathon - Running Zone Foundation	3,500	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	7/26/2011
12/3-12/4/11	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
12/17/2011	YMCA - Candy Cane Run	150	YMCA area	8am-10am	Rosentine, Range, Michigan, Clearlake	12/13/2011

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	Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval
1	1/16/2012	Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	12/13/2011
2	2/24-2/26/12	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Ordinance
3	3/3-3/4/12	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
4	3/17/2012	Spring Praise Fest - Riverside Presbyterian	5,000	Riverfront Park	10am-10pm	Porcher House Loop	7/26/2011
5	3/25/2012	Gran Fondo Brevard - Infinity Racing Organization	300	Riverfront Park	7am-7:30am	Delannoy Ave. from Church St. to SR 520 and Harrison from Riveredge to Delannoy Ave.	
6	4/21/2012	HCVA - Car Show and Antiques Walk	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/10/2012
7	4/22/2012	FIT for L.I.F.E. - Overland Missions	500	Riverfront Park	5:30-7:30pm	Church from Riverfront Park to Riverside Dr. and Riverside Dr. into Rockledge	8/9/2011
8	4/28-29/2012	Relay for Life - American Cancer Society	300-500	Riverfront Park	11pm-5am	Harrison from Riveredge to Delannoy	1/10/2012
9	5/19-5/20/12	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
10	6/8-6/9/12	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	7am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	7/26/2011
11	6/16/2012	2012 Juneteenth Festival	500	Valencia & Mango	10am-6pm	Valencia Ave & Mango Ave from Stone St. to Barbara Jenkins St., Stone St. from Fiske to Mango, Pineapple from Stone to Barbara Jenkins	4/10/2012
12	7/4/2012	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	Ordinance
13		Grand Re-opening of the Cocoa Village Playhouse	600	Cocoa Village	2-8pm	Brevard Ave. from Oleander to Harrison	6/12/2012
14	9/22/2012	HCVA - Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/10/2012
15	10/13/2012	Cocoa Village Oktoberfest - Cocoa Village Bar & Restaurant Association	5,000	Cocoa Village	3pm-12:30am	Brevard Ave. from Oleander to Orange, Harrison from Brevard to Delannoy	1/10/2012
16	10/20-10/21/12	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
17	10/26/2012	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	1/10/2012
18	10/28/2012	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:30-8:30am	Delannoy & Harrison	1/10/2012
19	10/28/2012	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	1/10/2012
20	11/3/2012	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	1/10/2012
21	11/25/2012	Space Coast Marathon - Running Zone Foundation	4,000	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	1/10/2012
22	12/1-12/2/12	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
23	12/15/2012	YMCA - Candy Cane Run	150	YMCA area	8am-10am	Rosentine, Range, Michigan, Clearlake	1/10/2012

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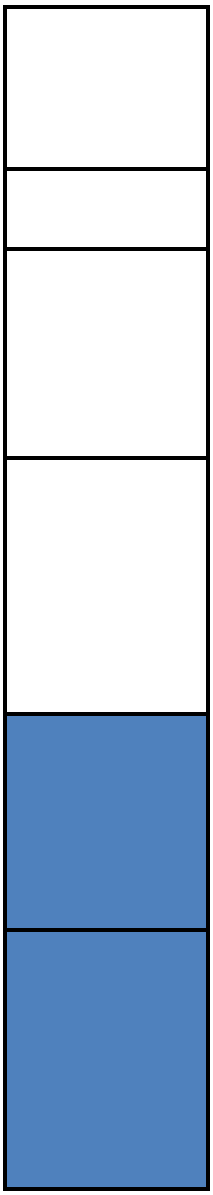
	Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval
1	1/21/2013	Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	1/8/2013
2	2/9/2013	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	ordinance
3	3/2-3/3/13	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
4	4/20/2013	HCVA - Car Show and Antiques Walk	500	Cocoa Village	12-7pm	Brevard, Delannoy, Harrison	1/8/2013
5	4/27-4/28/13	Relay for Life - American Cancer Society	300-500	Riverfront Park	11pm-5am	Harrison from Riveredge to Delannoy	1/8/2013
6	5/18-5/19/13	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
7	5/18/2013	Seaside Scurry 3k run/walk	150	Cocoa Village	7:30-8:30am	Riverside, Oak, Derby, Rosa L Jones, John Garren, Hughlett, Stone, Brevard Ct., Orange, Church	4/23/2013
8	5/25/2013	Miracle 5k Run	500	Cocoa Village/Riverfront Park	7:30-10am	Delannoy, Derby, Brevard, Oak, Riverside, Harrison	4/9/2013
9	6/7-6/8/13	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	7am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	1/8/2013
10	6/15/2013	2012 Juneteenth Festival	500	Valencia & Mango	9:30am-6pm	Valencia Ave & Mango Ave from Stone St. to Barbara Jenkins St., Stone St. from Fiske to Mango, Pineapple from Stone to Barbara Jenkins; Fiske from Dixon to Barbara Jenkins.	1/8/2013
11	7/4/2013	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	ordinance
12	9/14/2013	Central Florida Music Festival	2,500	Cocoa Village and Riverfront Park	5pm-12am	Brevard from Oleander to Church, Church from Brevard to Delannoy, Delannoy From Church to Harrison, Harrison from Riveredge to Brevard.	
13	9/21/2013	Anniversary for Jesus March/Community Fellowship Church	50	Fiske Blvd.	10am-10:30am	Fiske from Dixon to Provost Park	
14	9/21/2013	HCVA - Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/8/2013
15	10/5/2013	Cocoa Village Oktoberfest - Cocoa Village Bar & Restaurant Association	5,000	Riverfront Park	3pm-12:30am	Harrison Street from Riveredge to Delannoy	1/8/2013
16	10/19-10/20/13	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
17	10/25/2013	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	1/8/2013
18	10/27/2013	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:30-8:30am	Delannoy & Harrison	1/8/2013
	10/27/2013	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	1/8/2013
19	11/2/2013	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	1/8/2013
20	12/1/2013	Space Coast Marathon - Running Zone Foundation	4,000	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	1/8/2013
21	12/7-12/8/13	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
22							

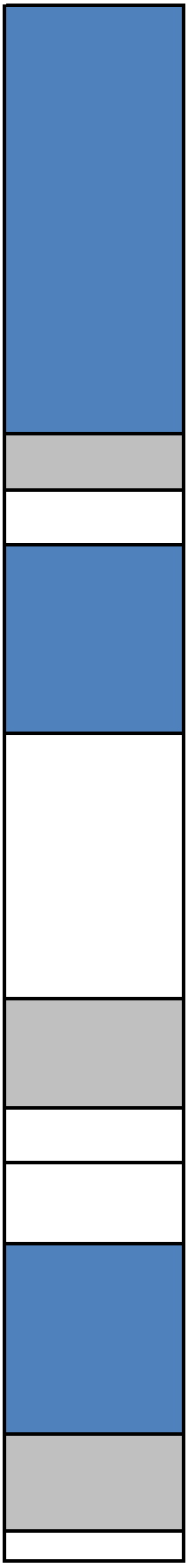
=City sponsored function

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
1/18/2016	Parade: Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	City Manager Approval Per Sec. 2-403 Article XI Special Events and Parades	0.00
2/20/2016	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Council approval on 10/4/2015	1.00
3/5/2016	St. Marks Episopal Academy Lions on the Run 5K	100	St. Marks Academy	7am-12pm	Riverside Dr., Oak Street, Brevard Ave, John Garren Ln, Factory st. Brevard Ave, Delannoy Ave, Church	Approved 2/23/2016	0.50
3/5-3/6/2016	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave from King St to Factory St, Oleander St from Brevard to Municipal Parking, Orange Ave from Brevard Place, Church St from Brevard to Delannoy Ave, Delannooy Ave from Church to Harrison St Harrison St. from Brevard to Park washrooms.	Approved 2/23/2016	2.00
4/1/2016	Village Idiot 5K Village Lost Their Idiot	500	Cocoa Vilalge	6:30pm-10:00pm	Church Street: Between Riverfront Park and Riverside Drive. Riverside Drive: Between Church Street and Oak Street. Oak Street: Between Riverside Drive and Brevard Avenue Brevard Avenue: Between Oak Street and Harrison Street.Harrison Street: Between Brevard Avenue and Riveredge Boulevard		1.00
4/16/2016	HCVA - Car Show	500	Cocoa Village	10am-5pm	HCVA Car Show, Saturday, April 16, 2016 –Requesting from 10:00 am – 5:00 pm. Brevard Ave.: Between SR 520 and Church St. Harrison St.: Between Delannoy Ave. and Brevard Ave. Oleander St.: Between Brevard Ave. to public restrooms.		1.00
05/14-05/15 2016	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between SR520 and Factory St. Oleander St.: Between Brevard up to the Municipal Parking Harrison: Between Riveredge and Brevard Church St.: Between Brevard and Delannoy Delannoy St.: Between Church and Harrison.		2.00

5/22/2016	Cocoa Village Triathlon Multi Race	300	Cocoa, Cocoa Village, Rockledge, Brevard County	7am-9am	Multi Race Bike Course: Harrison Street: Between Riveredge and Brevard Ave. Delannoy Street: Between Harrison and 520 SR 520 crossing at Delannoy and Brevard: Cocoa PD will be positioned on all four corners of 520.The bike segment will commence north on Indian River Drive to Black's Road to the course turn around. Multi Race Run Course: Church Street: Between Brevard and Delannoy and Riverside Dr. The run segment of the race will commence south on Riverside Drive through Rockledge to the turnaround point at Barton Avenue in Rockledge and return on the same route.		0.50
7/4/2016	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy		**
9/17/2016	HCVA Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard Ave., Church St., Harrsion St., Oleander St.		1.00
10/15-10/16/2016	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between King and Orange Ave, Oleander St.: Between Brevard up to the Municipal Parking Delannoy Ave: Between Church and Harrison Harrison St.: Between Delannoy Ave and Brevard Ave.		2.00
10/28/2016	CMS Run for Your Lives Zombie Fun Run	500	Cocoa Village	Harrison Street between Delannoy and Riveredge 3:00pm-10:00pm. Course closure 6:30-8:30	Church Street: Between Riverfront Park and Riverside Drive Riverside Drive: Between Church Street and Oak Street Oak Street: Between Riverside Drive and Brevard Avenue Brevard Avenue: Between Oak Street and Harrison Street Harrison Street: Between Brevard Avenue and Riveredge Boulevard		1.00
10/30/2016	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Harrison Street: Riveredge to Brevard Ave., Brevard Ave to Church Street, Church Street to Delannoy Street, Delannoy to Harrison		**
11/5/2016	FEDS Step up for Down Syndrome	500	Riverfront Park	7am-10am	Riverside and Church		0.50
11/27/2016	Space Coast Marathon - Running Zone Foundation	5,000	Riverfront Park	6am-11am	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside		0.50
12/3-12/4/2016	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between King and Orange Ave, Oleander St.: Between Brevard up to the Municipal Parking Delannoy Ave: Between Church and Harrison Harrison St.: Between Delannoy Ave and Brevard Ave.		2.00
12/10/2016	Cocoa/Rockledge Holiday Parade and Tree Lighting	500	Rockledge/Cocoa Village	4pm-9pm	Florida Ave., Brevard Ave., Maryland St., Delannoy Ave., Harrsion St., Riveredge Blvd		**
	****City sponsored function**					Total	15.00

Notes





Legislation Details (With Text)

File #:	16-88	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	3/7/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	Approve a Resolution adjusting the FY2016 Budget and approve the participation in a Cooperative Purchasing Agreement with The Florida Sheriffs Association & Florida Association of Counties contract #15-13-0904 for the purchase of unbudgeted capital. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	VACCON BODY.pdf MACK -CC.pdf 2016 CAB-CHASS FSA CONTRACTpage.pdf 2015 -2016 15-13-0904 VEBA Bid Listing Report 9-9-15.pdf 2015-16 T_C_Vehicle - 7_28_15.pdf 201603081352-1.pdf 201603081550.pdf Budget Resolution No. 2016-19.pdf Budget Amendment Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2016
Agenda Date: March 22, 2016
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif P.E., Public Works Director
Requested Action:
Approve a Resolution adjusting the FY2016 Budget and approve the participation in a Cooperative Purchasing Agreement with The Florida Sheriffs Association & Florida Association of Counties contract #15-13-0904 for the purchase of unbudgeted capital.

BACKGROUND:

During the annual inspection of vehicle #41, 2008 Mack GU813 / Vac-con Sewer Jet Rod Vacuum Truck, rust intrusion was found on the trucks main frame and body cross bracing. The rust was obscured by the frame coating during prior inspections; during further inspection the rust had perforated the frame in several key cross bracing frame areas. The rust was hidden by the Vac-con body and did not show any signs until it perforated the outer frame and coating. At that point the truck was sent to Nextran of Orlando for further evaluation of the damage and it was found that the Vac-con body would need to be removed to get a better look at the damage. The cost of removing the

body and replacing the truck frame and bracing was over half the purchase price of a new cab, chassis and Vac-con unit. It would not be cost effective to attempt a repair due to the age and operational wear and tear with over 10,000 operational hours of the Vac-con unit. The rust was caused by a number of factors; the highly caustic environment of sewer maintenance operations, no access points or drain rails on the cross bracing and the use of a single frame rail and cross bracing instead of a double frame rail system.

The equipment is the primary unit for day to day sewer maintenance operations and is in the current FY-2016 Vehicle CIP. In addition it is used in stand-by afterhours sewer lift station and sewer main break operations. Staff recommends replacing the unit now due to the frame issues. A smaller unit would better suit Sewer Field Operation's needs; it would have the same water, vacuum capacity but a smaller debris tank and this configuration would work better in the operational areas of the Cocoa sewer systems. Purchasing the unit now would be less expensive due to the projected 5-8% 2017 price increase of the cab & chassis and Vac-con as well as taking advantage of the of Tier-3 emission package pony engines that are still available. The Tier-4 engines would add an additional $14,494 to the cost as well as higher operational expenses over the Tier-3 engine. The vehicle will be purchased off of the Florida Sherriff Association contract #15-13-0904; the cab & chassis from Mack Nextran and the Vac-con body & equipment from Southern Sewer, the local Vac-con dealer.

STRATEGIC PLAN CONNECTION:

NONE

BUDGETARY IMPACT:

Budget Transfer of $408,464.15
From: 421-4010-536.3900, Utilities Contingency
To: 421-4125-536.6400 Sewer, Field Operations Capital Equipment
For purchase of
- 2016 Mack GU Cab & chasse single axle
- 2016 Vac-Con Sewer Combination Cleaner V311HN/1000

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approve a Resolution adjusting the FY2016 Budget and approve the participation in a Cooperative Purchasing Agreement with The Florida Sheriffs Association & Florida Association of Counties contract #15-13-0904 for the purchase of unbudgeted capital.

SOUTHERN SEWER EQUIPMENT SALES

3409 Industrial 27th St. • Ft. Pierce, FL 34946

(772) 595-9171 FAX • 1-800-782-4134 • (772) 595-6940

"A Certified MBE Woman Owned Business"

Mr. Gary Parker
City of Cocoa
375 N. Cocoa Blvd.
Cocoa, FL 32922
Via email: gparker@cocoafl.org
Copy: Mr. Tony Jones, email: tjones@cocoafl.org

January 25, 2016

Dear Mr. Parker,

Please note: The Florida Sheriffs Contract has separate specifications for the Sewer Cleaner Body and Chassis. This proposal does not include the cost for the chassis.

Southern Sewer Equipment Sales is pleased to announce the opportunity for the City of Cocoa to purchase a new Vac-Con Sewer Combination Cleaner Body from the Florida Sheriff's Contract No. 15-13-0904, Specification #49.

The base Vac-Con model on Specification #49 includes the following items:

New Vac-Con Sewer Combination Cleaner Model V311HN/1000
11 Yard Debris Tank
80 GPM @ 2500 PSI Water System
3 Stage Centrifugal Compressor
1000 Gallon Fresh Water Capacity
Hydraulic Rear Door Locks
Front Mounted Fixed Boom
Front Mounted Fixed Hose Reel
400' of Sewer Hose
20' Aluminum Tubes with Quick Clamps
Sanitary Nozzle, Penetrator Nozzle
Fire Extinguisher
Triangle Kit

Base Bid Price:	$166,670.00

Optional Equipment:

9 Yard Debris Tank to be Mounted on a Single Rear Axle Chassis	($7,594.00)
600' x 1" Hose Reel Capacity	($2,461.00)
50 GPM @ 3,000 PSI Water System with 400' x ¾" Hose	*No Charge*
Articulating Hose Reel (includes Hose Footage Counter)	$13,360.00
824 PD Blower	$22,103.00
Dual Engine Configuration: Gas Auxiliary Engine, Includes High Volume Hydrostatic Pump Upgrade and Auxiliary Engine Remote Oil Drain	$11,249.00
10' Telescoping Boom Assembly with Pendant Control Station	$12,967.00

Lighting Package: Boom Mounted Flood Lights, Rear Mounted Flood Lights, Front & Rear Mounted Strobe Lights with Limb Guards, Arrowstick & Hand Held Spot Light	$4,312.00
LED Lighting Package Upgrade: ICC LED Lights, Upgrade to LED Front & Rear Strobe Lights, Upgrade to LED Boom Mounted Flood Lights, Upgrade to LED Rear Mounted Flood Lights, Upgrade to LED Arrowstick, LED 4 Corner Strobe System – Bumper Mount	$4,764.00
Municipal Performance Package #1: Storage Box Behind Cab, Debris Body Power Flush System, 50' Capacity Hand Gun Hose Reel, Low Water Alarm, Body Load Limit Alarm, Back Up Alarm, 2.5" Water Drain Valve, 6" Knife Valve	$8,399.00
Remote Grease Zerk Assembly Package: Boom, Debris Tank & Articulating Hose Reel	$5,743.00
Heavy Reinforced Elbow	$1,048.00
Flat Style Rear Door with Hydraulic Rear Door Opener, in lieu of Dome Style Rear Door	$5,136.00
600' x ¾" Hose in lieu of 400' *(unpublished option, includes 3.5% discount)*	$807.71
Aluminum Storage Box in lieu of Steel *(unpublished option, includes 3.5% discount)*	$2,481.02
2) Roll Out Shelves for Storage Box *(unpublished option, includes 3.5% discount)*	$1,446.54
Splash Guard 2-10 o'clock Position *(unpublished option, includes 3.5% discount)*	$2,394.17
2) Folding Pipe Racks, Tank Mounted Each Side *(unpublished option, includes 3.5% discount)*	$5,266.97
Cone Storage Rack *(unpublished option, includes 3.5% discount)*	$377.32
Upgrade to WANCO DOT LED Arrowboard *(unpublished option, includes 3.5% discount)*	$3,660.25
Clear Coat for Body *(unpublished option, includes 3.5% discount)*	$3,860.00
SEC Nozzle Package: Standard Nozzle, Ultimate Chisel Nozzle, Triple Star Nozzle, Superior Penetrator Nozzle, Grand Slam, Rotor and Nozzle Case	$4,604.02
*John Deere Tier 3 Diesel Auxiliary Engine in lieu of Gas *(unpublished option, includes 3.5% discount)*	$14,448.95

Final Model After Options: VPD3690LHA/1000

TOTAL PRICE FOR VAC-CON BODY: $285,042.95

*John Deere **Tier 3** Diesel Auxiliary Engine is in limited supply and subject to availability when the order is received. John Deere **Tier 4** Diesel Engine will be an additional $14,494.30 (total price for John Deere **Tier 4** diesel engine $28,943.25).

The body price includes mounting the Vac-Con body to the chassis. Please review the Florida Sheriffs Contract for chassis options. The chassis supplier should drop ship the chassis to Vac-Con in Green Cove Springs, FL. The specifications should be approved by Vac-Con before ordering the chassis.

We appreciate the opportunity to provide this equipment to the City of Cocoa. Please feel free to contact Joey Westberry at (772) 834-8201, if you have any questions.

Sincerely,

Jenny Mitchem

Jenny Mitchem
Sales Coordinator

BUYER'S ORDER

NEXTRAN™ TRUCK CENTER

Sold to: City of Cocoa
301 SHEAER BLVD
COCOA, FL. 32922

Invoice Number: JD012516CC VT
Date: January 25, 2016
PO #:
Salesman: Juan De Oliveira

Make	Year	Model	Type	VIN NUMBER	Amount
MACK	2017	GU	NEW	STOCK	$ 123,659.00
				Total Selling Price:	$ 123,659.00

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. 15-13-0904
SPECIFICATION # 14 , TANDEM AXLE TRUCK

FSA TRUCK SPECIFICATION

ORDER CODE	OPTION	PRICE
BASE TRUCK	G SERIES	$ 109,300.00
1001646	405 HP	$ 575.00
1364540	4500 RDS ALLISON	$ 14,542.00
2401501	FRONT AXLE 20 K LB	$ 4,100.00
DEDUCT	SINGLE AXLE DEDUCT	$ (6,800.00)
2710208	DOUBLE FRAME	$ 1,942.00
TOTAL	PRICE	$ 123,659.00

Sub Total:	$	123,659.00
Insta Tag Fee:	$	-
Disposal Fee:	$	14.50
Tire Tax Credit	$	(252.30)
Sub Total:	$	**123,421.20**
P.O. AMOUNT DUE:	$	**123,421.20**
P.O. #		

Salesman Signature

Customer Signature

MV Registration#: MV12152

Our Service Manager is Joe Ponder
Our Parts Manager is Matt Lenhart
Our Sales Manager is Barry Sessions
Feel free to call if you need any assistance!

2200 W. Landstreet Rd., Orlando, FL 32809
Phone: 800-800-6225 Fax: 407-398-0297

BID AWARD ANNOUNCEMENT

15-13-0904

Effective Dates:
October 1, 2015– September 30, 2016

Cab & Chassis Trucks & Other Fleet Equipment

Participating Sheriffs Offices & Local Governmental Agencies of the State of Florida

Coordinated By

The
Florida Sheriffs Association
& Florida Association of Counties

MEMO

FLORIDA SHERIFFS ASSOCIATION
P. O. Box 12519 • Tallahassee, FL 32317-2519
PHONE (850) 877-2165 • FAX (850) 878-8665
WEB SITE: www.flsheriffs.org

DATE: October 3, 2015

TO: **ALL PROSPECTIVE PARTICIPANTS**

FROM:	Steve Casey	Peggy Goff	Drew Terpak	Annette Grissom
	Executive Director	Deputy Executive Director	Business Operations Manager	Cooperative Bid Coordinator

RE: Cab & Chassis Trucks & Other Fleet Equipment **Bid Number:15-13-0904**

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 13th statewide competitive bid for vehicles which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. **This contract is effective beginning October 1, 2015 through September 30, 2016, as long as vehicles are available through fleet.**

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

ORDERING INSTRUCTIONS

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. 15-13-0904**. They will assist you with the placement of your order and answer any questions you may have regarding the

vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers
Ford	FIN Code	QE065	1-800-34-FLEET (1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP (1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET (1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798

2. **You must send a copy of the original purchase order (including FSA's Contract No. 15-13-0904) submitted to the participating dealer electronically to: COOP@flsheriffs.org**

3. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

4. All Cooperative Contracts include an administratrive fee of .0075 or three quarters of one percent. The base price and all add options are inclusive of the administrative fee.

   - **Cab & Chassis Trucks & Other Fleet Equipment** – Dealers have included a three-quarter of one percent (.0075) administrative fee in the base price and all add options that are listed. The three quarters of one percent (.0075) will also be included in any additional equipment (add options) the dealers quote to the governmental agencies.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at FLEET@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific dealer. Superscripts will be a number between 1 and 4, and will correspond as follows:

   1 = Western zone dealer
   2 = Northern zone dealer
   3 = Central zone dealer
   4 = Southern zone dealer

If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numerical number that applies to their awarded zones. For example, if a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a “2” superscript.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer’s model with a slightly different engine size or horsepower, and as such, will not be made available for purchase separate from the base vehicle.

Florida Sheriffs Association's 15-13-0904 Original Bid Listing

Dealer	Western	Northern	Central	Southern
#1. OFF-ROAD ALL TERRAIN VEHICLES - 4 WHEEL DRIVE				
Honda Four Trax Foreman 500 (TRX500FA5G)				
Ameri-Recreational Sports, LLC	$8,150.00	$7,940.00	$7,748.00	$7,748.00
GHC Motorsports	$7,815.00	$7,828.00	$7,938.00	$8,001.00
Polaris Sportsman 570 EFI (A15MH57AA)				
GHC Motorsports	$6,482.00	$6,352.00	$6,202.00	$6,262.00
Suzuki King Quad (LT500AXI)				
Ameri-Recreational Sports, LLC	$7,090.00	$6,890.00	$6,690.00	$6,690.00
Sarasota Fun Machines Inc.	$7,059.00	$6,959.00	$6,759.00	$6,759.00
Yamaha Kodiac 700 (YFM70KDXGG)				
Ameri-Recreational Sports, LLC	$6,870.00	$6,670.00	$6,470.00	$6,470.00
GHC Motorsports	$6,745.00	$6,635.00	$6,530.00	$6,535.00
Kymco MXU 500i				
Sarasota Fun Machines Inc.	$7,149.00	$7,049.00	$6,849.00	$6,849.00
#2. OFF-ROAD UTILITY VEHICLES - 4 WHEEL DRIVE				
Kymco UXV 500i				
Sarasota Fun Machines Inc.	$8,999.00	$8,849.00	$8,649.00	$8,649.00
Intimidator Classic Series A7BCG34G 750 Gas EFI				
Sarasota Fun Machines Inc.	$10,839.00	$10,739.00	$10,439.00	$10,439.00
Intimidator Truck Series A7BTT34G 750 GAS EFI				
Sarasota Fun Machines Inc.	$13,399.00	$13,299.00	$12,999.00	$12,999.00
Gravely JSV3000				
Futch's Tractor Depot	$10,200.00	$9,999.00	$9,999.00	$10,200.00
Ocala Tractor, LLC	$11,299.20	$11,049.20	$11,049.20	$11,299.20
American Sportsworks Landmaster 650				
Golf and Electric Vehicles	$8,004.50	$7,604.50	$7,604.50	$7,604.50
Bobcat (3400)				
Bobcat Company	$9,999.00	$9,999.00	$9,999.00	$9,999.00
Honda Pioneer 700 (SXS700M2G)				
Ameri-Recreational Sports, LLC	$10,114.00	$9,914.00	$9,714.00	$9,714.00
GHC Motorsports	$10,398.00	$10,298.00	$10,198.00	$10,243.00
John Deere Gator HPX				
Ag-Pro	$8,965.00	$8,965.00	*-- No bid --*	*-- No bid --*
Everglades Farm Equipment	*-- No bid --*	*-- No bid --*	$9,250.00	$9,250.00

Kawasaki (Mule 4010 4x4)

Ameri-Recreational Sports, LLC	$9,490.00	$9,050.00	$8,748.00	$8,748.00

Kubota Diesel (RTVX900)

Coastal Machinery	$10,402.00	$10,702.00	$10,802.00	$10,902.00
Creel Tractor	*-- No bid --*	$10,845.00	$10,692.00	$10,388.00
Florida Coast Equipment, Inc.	$11,268.00	$10,680.00	$10,600.00	$10,300.00
Futch's Tractor Depot	$9,770.00	$9,770.00	$9,770.00	$9,770.00
Ridge Equipment Company, Inc.	*-- No bid --*	$9,550.00	$9,365.00	$9,689.00
Triple D Equipment, Inc.	$10,677.00	$10,177.00	$10,177.00	$10,477.00

Polaris Brutus Diesel

GHC Motorsports	$17,998.00	$17,899.00	$17,599.00	$17,699.00

Polaris Ranger 570 EFI (R15RH57AA)

GHC Motorsports	$9,595.00	$9,485.00	$9,345.00	$9,375.00

Yamaha Viking (YXM700DGG)

Ameri-Recreational Sports, LLC	$11,350.00	$11,150.00	$10,988.00	$10,988.00
GHC Motorsports	$11,344.00	$11,194.00	$10,949.00	$10,955.00

#3. ELECTRIC UTILITY VEHICLE

Columbia SU5-L

Federal Contracts Corp	$11,122.00	$11,122.00	$11,122.00	$11,122.00

Intimidator A7BCE55G

Sarasota Fun Machines Inc.	$13,299.00	$13,199.00	$12,999.00	$12,999.00

GEM eM1400

Beck Auto Sales	$10,099.00	$10,099.00	$10,099.00	$10,099.00

STARev K Series AK48-2-AC-UB (D)

Golf and Electric Vehicles	$14,849.33	$14,449.33	$14,449.33	$14,449.33

#4. 1 TON CAB & CHASSIS (Dual Rear Wheel) - 4x2

Chevrolet Silverado 3500 HD (CC36003)

Alan Jay Chevrolet, Buick, GMC, Cadillac	$23,944.00	$23,444.00	$22,944.00	$23,944.00
Rountree-Moore Chevrolet, Cadillac, Nissan	$24,013.00	$23,563.00	$23,863.00	*-- No bid --*

Ram 3500 (DD3L63)

Alan Jay Chrysler, Jeep, Dodge, Ram	$25,245.00	$25,145.00	$24,945.00	$25,145.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	$25,149.00	$25,074.00	$25,114.00	$25,124.00

Ford F-350 (F3G)

Alan Jay Ford	$21,757.00	$21,757.00	$21,457.00	$21,457.00
Duval Ford	$21,500.00	$21,500.00	$21,500.00	$21,500.00
Hub City Ford	$23,233.00	$23,233.00	$23,433.00	$23,633.00
Mullinax Ford of Osceola County	$23,675.00	$23,575.00	$23,575.00	$23,575.00

Freightliner Sprinter (F3CC144)

Orlando Freightliner	$32,631.00	$32,631.00	$32,631.00	$32,631.00

Tampa Truck Center,LLC	$34,085.00	$34,085.00	$34,085.00	$34,085.00

GMC Sierra 3500 HD (TC36003)

Alan Jay Chevrolet, Buick, GMC, Cadillac	$24,582.00	$24,082.00	$23,582.00	$24,582.00

#5. 1 TON CAB & CHASSIS (Dual Rear Wheel) - 4x4

Chevrolet Silverado 3500 HD (CK36003)

Alan Jay Chevrolet, Buick, GMC, Cadillac	$26,292.00	$25,792.00	$25,292.00	$26,292.00
Rountree-Moore Chevrolet, Cadillac, Nissan	$25,023.00	$24,573.00	$24,873.00	*-- No bid --*

Ram 3500 (DD8L63)

Alan Jay Chrysler, Jeep, Dodge, Ram	$26,822.00	$26,722.00	$26,522.00	$26,722.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	$26,322.00	$26,247.00	$26,287.00	$26,297.00

Ford F-350 (F3H)

Alan Jay Ford	$25,288.00	$25,288.00	$24,988.00	$24,988.00
Duval Ford	$24,829.00	$24,829.00	$24,829.00	$24,829.00
Hub City Ford	$26,536.00	$26,536.00	$26,736.00	$26,936.00
Mullinax Ford of Osceola County	$27,027.00	$26,997.00	$26,947.00	$26,947.00

GMC Sierra 3500 HD (TK36003)

Alan Jay Chevrolet, Buick, GMC, Cadillac	$26,932.00	$26,432.00	$25,932.00	$26,932.00

#6. TILT CAB & CHASSIS (Dual Rear Wheel) - 4x2

Isuzu NF154

Deland Truck Center	$37,621.00	$37,621.00	$37,621.00	$37,621.00
Isuzu Truck of Ocala	$37,638.00	$37,638.00	$37,638.00	$37,638.00
NEXTRAN TRUCK CENTERS	$37,817.00	$37,817.00	$37,817.00	$37,817.00
Rush Truck Center of Tampa	$33,024.00	$33,024.00	$33,024.00	$33,024.00
Stingray Isuzu Trucks	$43,096.00	$43,096.00	$43,096.00	$43,096.00

Kenworth K270

Kenworth of Central Florida	*-- No bid --*	*-- No bid --*	$69,969.00	*-- No bid --*
Kenworth of Jacksonville	$67,306.00	$67,056.00	*-- No bid --*	*-- No bid --*
Kenworth of South Florida	*-- No bid --*	*-- No bid --*	*-- No bid --*	$69,415.00

Mitsubishi FE130

Messina Truck Center	$35,940.00	$35,940.00	$35,940.00	$35,940.00
NEXTRAN TRUCK CENTERS	$36,620.00	$36,620.00	$36,620.00	$36,620.00

Peterbilt 220

Palm Peterbilt Truck Centers	*-- No bid --*	*-- No bid --*	*-- No bid --*	$71,837.00
Rush Truck Center of Tampa	*-- No bid --*	$71,585.00	$71,585.00	*-- No bid --*

#7. 15,000 lb. GVWR CAB & CHASSIS (Dual Rear Wheel) - 4x2

Ram 4500 (DP4L63)

Alan Jay Chrysler, Jeep, Dodge, Ram	$38,132.00	$38,032.00	$37,832.00	$38,032.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	$37,884.00	$37,819.00	$37,859.00	$37,869.00

Ford F-450 (F4G)

Alan Jay Ford	$33,856.00	$33,856.00	$33,556.00	$33,956.00
Duval Ford	$33,490.00	$33,490.00	$33,490.00	$33,490.00
Hub City Ford	$35,133.00	$35,133.00	$35,333.00	$23,633.00
Mullinax Ford of Osceola County	$35,660.00	$35,560.00	$35,560.00	$35,560.00

International Terrastar

Maudlin International Trucks, LLC	$49,045.00	$48,045.00	$48,045.00	*-- No bid --*
Sun State International Trucks	*-- No bid --*	*-- No bid --*	$45,105.00	*-- No bid --*
Rechtien International Trucks, Inc	*-- No bid --*	*-- No bid --*	*-- No bid --*	$48,347.00

#8. 15,000 lb. GVWR CAB & CHASSIS (Dual Rear Wheel) - 4x4

Ram 4500 (DP9L63)

Alan Jay Chrysler, Jeep, Dodge, Ram	$40,917.00	$40,817.00	$40,617.00	$40,817.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	$40,653.00	$40,578.00	$40,618.00	$40,628.00

Ford F-450 (F4H)

Alan Jay Ford	$36,697.00	$36,697.00	$36,397.00	$36,797.00
Duval Ford	$36,322.00	$36,322.00	$36,322.00	$36,322.00
Hub City Ford	$37,944.00	$37,944.00	$38,144.00	$38,444.00
Mullinax Ford of Osceola County	$38,493.00	$38,393.00	$38,393.00	$38,393.00

International Terrastar

Maudlin International Trucks, LLC	$57,180.00	$56,180.00	$56,180.00	*-- No bid --*
Sun State International Trucks	*-- No bid --*	*-- No bid --*	$53,234.00	*-- No bid --*
Rechtien International Trucks, Inc	*-- No bid --*	*-- No bid --*	*-- No bid --*	$56,481.00

#9. 17,501 lb. GVWR CAB & CHASSIS (Dual Rear Wheel) - 4x2

Ram 5500 (DP5L63)

Alan Jay Chrysler, Jeep, Dodge, Ram	$38,833.00	$38,733.00	$38,533.00	$38,733.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	$38,584.00	$38,509.00	$38,549.00	$38,559.00

Ford F-550 (F5G)

Alan Jay Ford	$34,926.00	$34,926.00	$34,626.00	$35,026.00
Duval Ford	$34,654.00	$34,654.00	$34,654.00	$34,654.00
Hub City Ford	$37,290.00	$37,290.00	$37,490.00	$37,690.00
Mullinax Ford of Osceola County	$36,931.00	$36,831.00	$36,831.00	$36,831.00

Freightliner M2

Tampa Truck Center,LLC	$56,281.00	$56,281.00	$56,281.00	$56,281.00

International Terrastar

Maudlin International Trucks, LLC	$49,166.00	$48,166.00	$48,166.00	*-- No bid --*
Sun State International Trucks	*-- No bid --*	*-- No bid --*	$45,145.00	*-- No bid --*
Rechtien International Trucks, Inc	*-- No bid --*	*-- No bid --*	*-- No bid --*	$48,505.00

Kenworth T170

Kenworth of Central Florida	*-- No bid --*	*-- No bid --*	$67,950.00	*-- No bid --*

Kenworth of Jacksonville	$65,664.00	$65,414.00	-- No bid --	-- No bid --
Kenworth of South Florida	-- No bid --	-- No bid --	-- No bid --	$65,979.00

Peterbilt 325

Palm Peterbilt Truck Centers	-- No bid --	-- No bid --	-- No bid --	$63,816.00
Rush Truck Center of Tampa	-- No bid --	$65,262.00	$65,262.00	-- No bid --

#10. 17,501 lb. GVWR CAB & CHASSIS (Dual Rear Wheel) - 4x4

Ram 5500 (DP0L63)

Alan Jay Chrysler, Jeep, Dodge, Ram	$42,022.00	$41,922.00	$41,722.00	$41,922.00
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	$41,774.00	$41,699.00	$41,738.00	$41,749.00

Ford F-550 (F5H)

Alan Jay Ford	$37,665.00	$37,665.00	$37,365.00	$37,765.00
Duval Ford	$37,287.00	$37,287.00	$37,287.00	$37,287.00
Hub City Ford	$39,901.00	$39,901.00	$40,201.00	$40,401.00
Mullinax Ford of Osceola County	$39,507.00	$39,407.00	$39,407.00	$39,407.00

Freightliner M2

Orlando Freightliner	$50,740.00	$50,740.00	$50,740.00	$50,740.00

International Terrastar

Maudlin International Trucks, LLC	$57,140.00	$56,140.00	$56,140.00	-- No bid --
Sun State International Trucks	-- No bid --	-- No bid --	$53,160.00	-- No bid --
Rechtien International Trucks, Inc	-- No bid --	-- No bid --	-- No bid --	$56,543.00

#11. 25,500 lb. GVWR CAB & CHASSIS (Dual Rear Wheel) - 4x2

Hino 268A

Kenworth of Central Florida	-- No bid --	-- No bid --	$61,400.00	-- No bid --
Rush Truck Center of Tampa	$58,705.00	$58,705.00	$58,705.00	$58,705.00

Ford F-650 (F6D)

Duval Ford	$47,978.00	$49,978.00	$49,978.00	$49,978.00
Gator Ford Truck Sales	-- No bid --	-- No bid --	$57,882.00	-- No bid --
Hub City Ford	$51,560.00	$51,560.00	$51,760.00	$51,960.00
Palmetto Ford Truck Sales	$48,383.00	$47,833.00	$47,383.00	$46,833.00

Freightliner M2

Lou Bachrodt Freightliner	$53,890.00	$53,890.00	$53,890.00	$53,890.00
Tampa Truck Center,LLC	$56,588.00	$56,588.00	$56,588.00	$56,588.00

International Durastar

Maudlin International Trucks, LLC	$60,947.00	$59,947.00	$59,947.00	-- No bid --
Sun State International Trucks	-- No bid --	-- No bid --	$58,330.00	-- No bid --
Rechtien International Trucks, Inc	-- No bid --	-- No bid --	-- No bid --	$58,223.00

Kenworth T270

Kenworth of Central Florida	-- No bid --	-- No bid --	$68,680.00	-- No bid --
Kenworth of Jacksonville	$67,422.00	$67,172.00	-- No bid --	-- No bid --

Kenworth of South Florida	-- No bid --	-- No bid --	-- No bid --	$68,912.00

Peterbilt 330

Palm Peterbilt Truck Centers	-- No bid --	-- No bid --	-- No bid --	$70,773.00
Rush Truck Center of Tampa	-- No bid --	$70,997.00	$70,997.00	-- No bid --

#12. 30,000 lb. GVWR CAB & CHASSIS (Dual Rear Wheel) - 4x2

Hino 338

Kenworth of Central Florida	-- No bid --	-- No bid --	$62,840.00	-- No bid --
Rush Truck Center of Tampa	$60,546.00	$60,546.00	$60,546.00	$60,546.00

Ford F-750 (F7D)

Duval Ford	$48,734.00	$50,734.00	$49,234.00	$50,734.00
Hub City Ford	$51,310.00	$51,310.00	$51,510.00	$51,710.00
Palmetto Ford Truck Sales	$48,854.00	$48,354.00	$47,854.00	$47,354.00

Freightliner M2

Lou Bachrodt Freightliner	$40,931.00	$40,931.00	$40,931.00	$40,931.00
Orlando Freightliner	$44,363.00	$44,363.00	$44,363.00	$44,363.00
Tampa Truck Center,LLC	$54,477.00	$54,477.00	$54,477.00	$54,477.00

International Durastar

Maudlin International Trucks, LLC	$62,200.00	$61,200.00	$61,200.00	-- No bid --
Sun State International Trucks	-- No bid --	-- No bid --	$58,782.00	-- No bid --
Rechtien International Trucks, Inc	-- No bid --	-- No bid --	-- No bid --	$58,783.00

Kenworth T370

Kenworth of Central Florida	-- No bid --	-- No bid --	$67,715.00	-- No bid --
Kenworth of Jacksonville	$67,802.00	$67,552.00	-- No bid --	-- No bid --
Kenworth of South Florida	-- No bid --	-- No bid --	-- No bid --	$68,643.00

Peterbilt 337

Palm Peterbilt Truck Centers	-- No bid --	-- No bid --	-- No bid --	$70,809.00
Rush Truck Center of Tampa	-- No bid --	$69,980.00	$69,980.00	-- No bid --

Western Star 4700

Tampa Truck Center,LLC	$75,229.00	$75,229.00	$75,229.00	$75,229.00

#13. 52,000 lb. GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRACTOR (Only)

Caterpillar CT660

Pantropic Power	-- No bid --	-- No bid --	-- No bid --	$114,250.00
Ring Power Corporation	$110,570.00	$110,570.00	$110,570.00	-- No bid --

Freightliner M2-112

Lou Bachrodt Freightliner	$78,935.00	$78,935.00	$78,935.00	$78,935.00
Tampa Truck Center,LLC	$82,789.00	$82,789.00	$82,789.00	$82,789.00

International Workstar

Maudlin International Trucks, LLC	$90,195.00	$89,195.00	$89,195.00	-- No bid --
Sun State International Trucks	-- No bid --	-- No bid --	$89,135.00	-- No bid --
Rechtien International Trucks, Inc	-- No bid --	-- No bid --	-- No bid --	$87,882.00

Kenworth T880

Kenworth of Central Florida	-- No bid --	-- No bid --	$103,989.00	-- No bid --
Kenworth of Jacksonville	$102,760.00	$102,510.00	-- No bid --	-- No bid --
Kenworth of South Florida	-- No bid --	-- No bid --	-- No bid --	$103,795.00

Mack C or G Series

NEXTRAN TRUCK CENTERS	$99,050.00	$99,050.00	$99,050.00	$99,050.00

Peterbilt 567

Palm Peterbilt Truck Centers	-- No bid --	-- No bid --	-- No bid --	$111,494.00
Rush Truck Center of Tampa	-- No bid --	$109,605.50	$109,605.50	-- No bid --

Volvo V Series

NEXTRAN TRUCK CENTERS	$93,410.00	$93,410.00	$93,410.00	$93,410.00

Western Star 4800

Tampa Truck Center,LLC	$95,955.00	$95,955.00	$95,955.00	$95,955.00

#14. 52,000 lb. GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

Caterpillar CT660

Pantropic Power	-- No bid --	-- No bid --	-- No bid --	$113,790.00
Ring Power Corporation	$109,726.00	$109,726.00	$109,726.00	-- No bid --

Freightliner M2-112

Lou Bachrodt Freightliner	$61,935.00	$61,935.00	$61,935.00	$61,935.00
Tampa Truck Center,LLC	$78,252.00	$78,252.00	$78,252.00	$78,252.00

International Workstar

Maudlin International Trucks, LLC	$90,975.00	$89,975.00	$89,975.00	-- No bid --
Sun State International Trucks	-- No bid --	-- No bid --	$89,150.00	-- No bid --
Rechtien International Trucks, Inc	-- No bid --	-- No bid --	-- No bid --	$88,136.00

Kenworth T880

Kenworth of Central Florida	-- No bid --	-- No bid --	$102,280.00	-- No bid --
Kenworth of Jacksonville	$101,482.00	$101,232.00	-- No bid --	-- No bid --
Kenworth of South Florida	-- No bid --	-- No bid --	-- No bid --	$102,985.00

Mack C or G Series

NEXTRAN TRUCK CENTERS	$109,300.00	$109,300.00	$109,300.00	$109,300.00

Peterbilt 567

Palm Peterbilt Truck Centers	-- No bid --	-- No bid --	-- No bid --	$110,544.00
Rush Truck Center of Tampa	-- No bid --	$108,362.50	$108,362.50	-- No bid --

Volvo V Series

NEXTRAN TRUCK CENTERS	$91,540.00	$91,540.00	$91,540.00	$91,540.00

Western Star 4700

Tampa Truck Center,LLC	$87,116.00	$87,116.00	$87,116.00	$87,116.00

#15. 60,000 lb. GVWR CAB & CHASSIS - 4x6 TANDEM AXLE REFUSE TRUCK (Only)

Autocar ACX64

General GMC Trucks	$147,405.00	$147,405.00	-- *No bid* --	$146,905.00
Kenworth of Central Florida	$154,291.00	$154,191.00	$153,989.00	-- *No bid* --
Palmetto Ford Truck Sales	$144,500.00	$143,500.00	-- *No bid* --	$141,500.00

Crane Carrier LET2

Container Systems and Equipment	$181,692.00	$181,692.00	$181,692.00	$181,692.00

Mack MR Series

NEXTRAN TRUCK CENTERS	$138,997.00	$138,997.00	$138,997.00	$138,997.00

Peterbilt 320

Palm Peterbilt Truck Centers	-- *No bid* --	-- *No bid* --	-- *No bid* --	$130,280.00
Rush Truck Center of Tampa	-- *No bid* --	$132,852.00	$132,852.00	-- *No bid* --

#16. 15 ft. FLEX WING ROTARY MOWER - PTO DRIVEN

Alamo Eagle 15

Alamo Group (TX) Inc.	$17,440.00	$17,440.00	$17,440.00	$17,440.00

Bush Hog 3815

Ag-Pro	$15,637.05	$15,637.05	-- *No bid* --	-- *No bid* --
Creel Tractor	-- *No bid* --	$16,540.00	$15,990.00	$15,874.00
Everglades Farm Equipment	-- *No bid* --	-- *No bid* --	$15,230.00	$15,230.00
Florida Coast Equipment, Inc.	$16,698.00	$16,110.00	$16,030.00	$15,730.00

John Deere HX15

Ag-Pro	$15,900.00	$15,900.00	-- *No bid* --	-- *No bid* --
Everglades Farm Equipment	-- *No bid* --	-- *No bid* --	$15,150.00	$15,150.00

Landpride Batwing (RC5615)

Creel Tractor	-- *No bid* --	$14,910.00	$14,640.00	$14,275.00
Florida Coast Equipment, Inc.	$15,311.00	$14,723.00	$14,643.00	$14,343.00
Futch's Tractor Depot	$13,400.00	$13,400.00	$13,400.00	$13,400.00
Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$14,777.00
Ring Power Corporation	$16,354.00	$16,354.00	$16,354.00	-- *No bid* --

Rhino 4150

Everglades Farm Equipment	-- *No bid* --	-- *No bid* --	$13,930.00	$13,930.00
Glade and Grove Supply Co., LLC	-- *No bid* --	-- *No bid* --	$14,915.00	$14,915.00
Ocala Tractor, LLC	$16,500.00	$16,250.00	$16,250.00	$16,500.00

Schulte FX-1800

Everglades Farm Equipment	-- *No bid* --	-- *No bid* --	$15,270.00	$15,270.00
Glade and Grove Supply Co., LLC	$17,850.00	$17,500.00	$16,490.00	$16,490.00

Woods BW180XHD

Ocala Tractor, LLC	$15,900.00	$15,650.00	$15,650.00	$15,900.00

#17. ZERO TURN RADIUS COMMERCIAL GRADE MOWER

Kubota Z725KH-60

Coastal Machinery	$6,870.00	$7,170.00	$7,270.00	$7,370.00
Creel Tractor	-- *No bid* --	$7,390.00	$7,140.00	$6,850.00

Florida Coast Equipment, Inc.	$7,776.00	$7,188.00	$7,108.00	$6,808.00
Futch's Tractor Depot	$6,550.00	$6,550.00	$6,550.00	$6,550.00
Ridge Equipment Company, Inc.	*-- No bid --*	$6,836.00	$6,655.00	$6,836.00
Triple D Equipment, Inc.	$7,256.00	$6,756.00	$6,756.00	$7,056.00
Scag Cheetah SCZ61V-27FX61				
Futch's Tractor Depot	$9,698.00	$9,698.00	$9,698.00	$9,698.00
Jacobsen 2760 EFI				
Jacobsen, A Textron Company	$8,284.00	$8,284.00	$8,284.00	$8,284.00
Bad Boy Outlaw 6100				
Bad Boy Mowers	$7,512.00	$7,512.00	$7,512.00	$7,512.00
Bush Hog PZ2761KH5				
Creel Tractor	*-- No bid --*	$8,488.00	$8,188.00	$7,988.00
Gravely Proturn 260				
Futch's Tractor Depot	$7,835.20	$7,835.20	$7,835.20	$7,835.20
Ocala Tractor, LLC	$8,089.20	$7,839.20	$7,839.20	$8,089.20
John Deere Z930M				
Ag-Pro	$7,900.00	$7,900.00	*-- No bid --*	*-- No bid --*
Everglades Farm Equipment	*-- No bid --*	*-- No bid --*	$8,325.00	$8,325.00
#18. 15 FT. DECK, LARGE DIESEL RIDE-ON INDUSTRIAL WIDE AREA MOWER				
MowerMax 15.0' Wide Area Mower				
ATMAX Equipment	$122,500.00	$122,500.00	$122,500.00	$122,500.00
Jacobsen HR-9016				
Jacobsen, A Textron Company	$81,535.00	$81,535.00	$81,535.00	$81,535.00
#19. SMALL AGRICULTURE TYPE TRACTOR (4 Wheel Drive)				
Case IH Farmall 35C				
Glade and Grove Supply Co., LLC	$17,730.00	$17,430.00	$17,180.00	$17,180.00
John Deere 4105				
Ag-Pro	$19,650.00	$19,650.00	*-- No bid --*	*-- No bid --*
Everglades Farm Equipment	*-- No bid --*	*-- No bid --*	$20,225.00	$20,225.00
Kubota L3901 DT				
Coastal Machinery	$15,696.96	$15,996.96	$16,096.96	$16,196.96
Creel Tractor	*-- No bid --*	$16,700.00	$16,350.00	$15,950.00
Florida Coast Equipment, Inc.	$16,716.00	$16,128.00	$16,048.00	$15,748.00
Futch's Tractor Depot	$15,675.00	$15,475.00	$15,475.00	$15,675.00
Growers Equipment	*-- No bid --*	*-- No bid --*	$15,857.00	$15,657.00
Ridge Equipment Company, Inc.	*-- No bid --*	$15,379.00	$15,290.00	$15,562.00
Triple D Equipment, Inc.	$16,337.00	$15,837.00	$15,837.00	$16,137.00
Mahindra 1538				
Ocala Tractor, LLC	$17,650.00	$17,400.00	$17,400.00	$17,650.00
Massey Ferguson 1742				

Kelly Tractor	*-- No bid --*	*-- No bid --*	$20,830.00	$20,830.00

New Holland Boomer 37

Creel Tractor	*-- No bid --*	$18,388.00	$17,988.00	$17,588.00
Ocala Tractor, LLC	$17,600.00	$17,350.00	$17,350.00	$17,600.00

#20. AGRICULTURE TYPE TRACTOR (2 Wheel Drive)

Case IH Farmall 100C

Glade and Grove Supply Co., LLC	$39,150.00	$38,850.00	$38,600.00	$38,600.00

Challenger MT455

Kelly Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$81,479.00
Ring Power Corporation	$87,477.00	$87,477.00	$87,477.00	*-- No bid --*

John Deere 5100M

Ag-Pro	$38,500.00	$38,500.00	*-- No bid --*	*-- No bid --*
Everglades Farm Equipment	*-- No bid --*	*-- No bid --*	$41,900.00	$41,900.00

Kubota M5-091

Creel Tractor	*-- No bid --*	*-- No bid --*	$41,995.00	$41,559.00
Florida Coast Equipment, Inc.	$33,418.00	$32,830.00	$32,750.00	$32,450.00
Futch's Tractor Depot	$30,750.00	$30,550.00	$30,550.00	$30,750.00
Growers Equipment	*-- No bid --*	*-- No bid --*	$24,757.00	$24,557.00
Ridge Equipment Company, Inc.	*-- No bid --*	$31,850.00	$31,650.00	$31,850.00
Triple D Equipment, Inc.	$31,936.00	$31,436.00	$31,436.00	$31,736.00

Massey Ferguson 4610-M

Kelly Tractor	*-- No bid --*	*-- No bid --*	$37,195.00	$37,195.00

New Holland T4.100

Creel Tractor	$40,791.00	$40,091.00	$39,661.00	$39,261.00
Ocala Tractor, LLC	$50,850.00	$50,550.00	$50,550.00	$50,850.00

#21. AGRICULTURE TYPE TRACTOR WITH BOOM MOWER (4 Wheel Drive)

Case IH Maxxum 115 with Motrim Boom Mower

Glade and Grove Supply Co., LLC	$106,300.00	$106,100.00	$105,500.00	$105,500.00

Challenger MT465 with Diamond Boom Mower

Kelly Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$136,761.00
Ring Power Corporation	$138,622.00	$138,622.00	$138,622.00	*-- No bid --*

John Deere 6120M with Samurai Boom Mower

Alamo Group (TX) Inc.	$126,213.00	$126,213.00	$126,213.00	$126,213.00

John Deere 6120M with Tiger Bengal Boom Mower

Nortrax, Inc.	$131,225.00	$131,225.00	$131,225.00	$131,225.00

Kubota M110GX with Terrain King Boom Mower

Terrain King Corporation	$118,296.00	$118,296.00	$118,296.00	$118,296.00

Massey Ferguson 5613 with Diamond Boom Mower

Kelly Tractor	*-- No bid --*	*-- No bid --*	$129,218.00	$129,218.00

New Holland TS6.120 with Samurai Boom Mower

Alamo Group (TX) Inc.	$111,771.00	$111,771.00	$111,771.00	$111,771.00

#22. LARGE, DIESEL RIDE-ON INDUSTRIAL TOOL CARRIER

MaxAttach Industrial Tool Carrier

ATMAX Equipment	$104,900.00	$104,900.00	$104,900.00	$104,900.00

#23. 4X4 LOADER BACKHOE WITH CANOPY (STANDARD STICK)

Caterpillar 416

Kelly Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$66,315.00
Ring Power Corporation	$65,829.00	$65,829.00	$65,829.00	*-- No bid --*

John Deere 310SL

Nortrax, Inc.	$64,690.00	$64,690.00	$64,690.00	$64,690.00

New Holland B95C

Growers Equipment	$68,797.00	$68,397.00	$67,997.00	$67,597.00

Case 580 N

Trekker Tractor, LLC	*-- No bid --*	$68,000.00	$68,000.00	$68,000.00

#24. SKID STEER LOADER - 1850 LB OPERATING CAPACITY WHEELED ONLY

Bobcat S570

Bobcat Company	$28,289.00	$28,289.00	$28,289.00	$28,289.00

Caterpillar 236D

Kelly Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$31,516.00
Ring Power Corporation	$32,389.00	$32,389.00	$32,389.00	*-- No bid --*

John Deere 318E

Nortrax, Inc.	$29,125.00	$29,125.00	$29,125.00	$29,125.00

New Holland L220

Growers Equipment	$32,547.00	$32,047.00	$31,747.00	$31,347.00

Takeuchi TS60V

Cowin Equipment	$33,360.00	*-- No bid --*	*-- No bid --*	*-- No bid --*
Flagler Construction Equipment, LLC	*-- No bid --*	$33,400.00	$33,400.00	$33,400.00

Terex V230S

Coastal Machinery	$35,274.37	$35,674.37	$35,774.37	$35,874.37

Volvo MC95C

Flagler Construction Equipment, LLC	*-- No bid --*	$27,700.00	$27,700.00	$27,700.00

Case SV185

Trekker Tractor, LLC	*-- No bid --*	$30,300.00	$30,300.00	$30,300.00

Kubota SSV65

Creel Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$35,288.00

Wacker Neuson SW24

Wacker neuson Sales Americas, LLC	$37,548.00	$37,548.00	$37,548.00	$37,548.00

#25. SKID STEER LOADER - 2800 LBS OPERATING CAPACITY WHEELED ONLY

Bobcat S750

Bobcat Company	$40,142.00	$40,142.00	$40,142.00	$40,142.00

Case SV300

Trekker Tractor, LLC	-- *No bid* --	$50,100.00	$50,100.00	$50,100.00

Caterpillar 272D

Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$45,044.00
Ring Power Corporation	$45,668.00	$45,668.00	$45,668.00	-- *No bid* --

John Deere 328E

Nortrax, Inc.	$39,560.00	$39,560.00	$39,560.00	$39,560.00

New Holland L230

Growers Equipment	$42,778.00	$42,478.00	$42,178.00	$41,878.00

Takeuchi TS70V

Cowin Equipment	$41,477.00	-- *No bid* --	-- *No bid* --	-- *No bid* --

Wacker Neuson SW28

Wacker neuson Sales Americas, LLC	$39,895.00	$39,895.00	$39,895.00	$39,895.00

#26. SKID STEER LOADER - 3100 LBS. OPERATING CAPACITY TRACKED ONLY

Bobcat T750

Bobcat Company	$51,036.00	$51,036.00	$51,036.00	$51,036.00

Caterpillar 279D

Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$50,801.00
Ring Power Corporation	$51,107.00	$51,107.00	$51,107.00	-- *No bid* --

John Deere 329E

Nortrax, Inc.	$53,050.00	$53,050.00	$53,050.00	$53,050.00

Kubota SVL75-2

Coastal Machinery	$42,853.77	$43,153.77	$43,253.77	$43,353.77
Creel Tractor	-- *No bid* --	-- *No bid* --	$42,250.00	$41,649.00
Florida Coast Equipment, Inc.	$42,474.00	$41,886.00	$41,806.00	$41,506.00
Futch's Tractor Depot	$41,500.00	$40,950.00	$41,250.00	$41,500.00
Growers Equipment	-- *No bid* --	-- *No bid* --	$41,937.00	$41,637.00
Triple D Equipment, Inc.	$42,264.00	$41,764.00	$41,764.00	$42,064.00

Takeuchi TL12

Cowin Equipment	$64,803.00	-- *No bid* --	-- *No bid* --	-- *No bid* --
Flagler Construction Equipment, LLC	-- *No bid* --	$64,700.00	$64,700.00	$64,700.00

New Holland C232

Growers Equipment	$47,537.00	$47,337.00	$47,037.00	$46,737.00

Volvo MCT135C

Flagler Construction Equipment, LLC	-- *No bid* --	$49,500.00	$49,500.00	$49,500.00

Case TR310

Trekker Tractor, LLC	-- *No bid* --	$42,500.00	$42,500.00	$42,500.00

Wacker Neuson ST35

Wacker neuson Sales Americas, LLC	$50,310.00	$50,310.00	$50,310.00	$50,310.00

#27. "THE ROOK" TACTICAL VEHICLE

Caterpillar 287C with Rook Option

Ring Power Corporation	$275,000.00	$275,000.00	$275,000.00	$275,000.00

#28. 1.5 CU. YD. WHEEL LOADER (Z-BAR LINKAGE BUCKET - PARALLEL ARM OPTION)

Caterpillar 908M

Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$81,314.00
Ring Power Corporation	$81,655.00	$81,655.00	$81,655.00	-- *No bid* --

John Deere 324K

Everglades Farm Equipment	$88,275.00	$88,275.00	$88,275.00	$88,275.00

Kawasaki 60Z

Cowin Equipment	$99,965.00	-- *No bid* --	-- *No bid* --	-- *No bid* --
G S Equipment, Inc.	-- *No bid* --	$99,905.00	$99,905.00	$99,905.00

Volvo L45G

Flagler Construction Equipment, LLC	-- *No bid* --	$97,950.00	$97,950.00	$97,950.00

Takeuchi TW80

Cowin Equipment	$81,021.00	-- *No bid* --	-- *No bid* --	-- *No bid* --
Flagler Construction Equipment, LLC	-- *No bid* --	$79,700.00	$79,700.00	$79,700.00

Wacker Neuson WL60

Wacker neuson Sales Americas, LLC	$85,990.00	$85,990.00	$85,990.00	$85,990.00

#29. 3.0 CU. YD. WHEEL LOADER (Z-BAR LINKAGE BUCKET - PARALLEL ARM OPTION)

Caterpillar 926 M

Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$128,092.00
Ring Power Corporation	$126,816.00	$126,816.00	$126,816.00	-- *No bid* --

Doosan DL250-5

Doosan Infracore Construction Equipment	$128,015.25	$128,015.25	$128,015.25	$128,015.25

John Deere 544K

Nortrax, Inc.	$127,460.00	$127,460.00	$127,460.00	$127,460.00

Kawasaki 70Z7

Cowin Equipment	$151,730.00	-- *No bid* --	-- *No bid* --	-- *No bid* --
G S Equipment, Inc.	-- *No bid* --	$149,128.00	$149,128.00	$149,128.00

Volvo L60H

Flagler Construction Equipment, LLC	-- *No bid* --	$124,000.00	$124,000.00	$124,000.00

Case 621F

Trekker Tractor, LLC	-- *No bid* --	$127,000.00	$127,000.00	$127,000.00

Hyundai HL940

Lyle Machinery Company	$107,670.00	-- No bid --	-- No bid --	-- No bid --
Trekker Tractor, LLC	-- No bid --	$108,000.00	$108,000.00	$108,000.00

#30. 5.75 CU. YD. WHEEL LOADER (Z-BAR LINKAGE BUCKET)

Caterpillar 972M

Kelly Tractor	-- No bid --	-- No bid --	-- No bid --	$383,742.00
Ring Power Corporation	$383,373.00	$383,373.00	$383,373.00	-- No bid --

John Deere 744K

Nortrax, Inc.	$299,495.00	$299,495.00	$299,495.00	$299,495.00

Kawasaki 92Z7

Cowin Equipment	$304,017.00	-- No bid --	-- No bid --	-- No bid --
G S Equipment, Inc.	-- No bid --	$303,791.00	$303,791.00	$303,791.00

Volvo L150H

Flagler Construction Equipment, LLC	-- No bid --	$313,000.00	$313,000.00	$313,000.00

Case 1021 F

Trekker Tractor, LLC	-- No bid --	$247,000.00	$247,000.00	$247,000.00

Doosan 420-5

Doosan Infracore Construction Equipment	$216,748.25	$216,748.25	$216,748.25	$216,748.25

#31. MOTOR GRADER - SMALL

Lee Boy 685B

Ring Power Corporation	$150,629.00	$150,629.00	$150,629.00	-- No bid --

Mauldin MG618

Kelly Tractor	-- No bid --	-- No bid --	$143,086.00	$143,086.00

Noram 65E Grader

Nortrax, Inc.	$152,283.00	$152,283.00	$152,283.00	$152,283.00

LBP G-700

Cowin Equipment	$160,200.00	-- No bid --	-- No bid --	-- No bid --
Flagler Construction Equipment, LLC	-- No bid --	$165,000.00	$165,000.00	$165,000.00

#32. MOTORGRADER

Komatsu GD655

Linder	-- No bid --	$227,054.00	$227,054.00	$227,054.00

Case 845B

Trekker Tractor, LLC	-- No bid --	$180,000.00	$180,000.00	$180,000.00

Caterpillar 120M

Kelly Tractor	-- No bid --	-- No bid --	-- No bid --	$185,938.00
Ring Power Corporation	$179,715.00	$179,715.00	$179,715.00	-- No bid --

John Deere 670G

Nortrax, Inc.	$192,311.00	$192,311.00	$192,311.00	$192,311.00

#33. 70 HP BULLDOZER CANOPY TRACTOR (Standard Track - Wide Track Optional)

Case 650L

Trekker Tractor, LLC	*-- No bid --*	$73,600.00	$73,600.00	$73,600.00

Caterpillar D3

Kelly Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$76,693.00
Ring Power Corporation	$77,457.00	$77,457.00	$77,457.00	*-- No bid --*

John Deere 450J

Nortrax, Inc.	$70,000.00	$70,000.00	$70,000.00	$70,000.00

#34. 90 HP BULLDOZER CANOPY TRACTOR (Standard Track - Wide Track Optional)

Komatsu D39

Linder	*-- No bid --*	$117,643.00	$117,643.00	$117,643.00

Case 850M

Trekker Tractor, LLC	*-- No bid --*	$102,600.00	$102,600.00	$102,600.00

Caterpillar D4

Kelly Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$91,338.00
Ring Power Corporation	$93,066.00	$93,066.00	$93,066.00	*-- No bid --*

John Deere 650K

Nortrax, Inc.	$106,340.00	$106,340.00	$106,340.00	$106,340.00

#35. 180 HP BULLDOZER CANOPY TRACTOR

Caterpillar D6T

Kelly Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$297,046.00
Ring Power Corporation	$322,592.00	$322,592.00	$322,592.00	*-- No bid --*

Case 2050M

Trekker Tractor, LLC	*-- No bid --*	$289,000.00	$289,000.00	$289,000.00

John Deere 850K

Nortrax, Inc.	$273,000.00	$273,000.00	$273,000.00	$273,000.00

Komatsu D65

Linder	*-- No bid --*	$268,052.00	$268,052.00	$268,052.00

#36. ALL TERRAIN WALKING EXCAVATOR

Kaiser S10

G S Equipment, Inc.	$300,917.00	$300,917.00	$300,917.00	$300,917.00

Menzi Muck M3

Menzi USA Sales, Inc.	$254,235.00	$254,235.00	$254,235.00	$254,235.00

#37. HYDRAULIC MINI EXCAVATOR - 7,105 lb. OPERATING WEIGHT

Bobcat E32

Bobcat Company	$34,798.00	$34,798.00	$34,798.00	$34,798.00

Caterpillar 303E CR

Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$35,037.00
Ring Power Corporation	$35,788.00	$35,788.00	$35,788.00	-- *No bid* --

Hitachi ZX35-U-5

Nortrax, Inc.	$38,300.00	$38,300.00	$38,300.00	$38,300.00

John Deere 35G

Everglades Farm Equipment	$39,990.00	$39,990.00	$39,990.00	$39,990.00

Kobelco SK35SR

Cowin Equipment	$39,654.00	-- *No bid* --	-- *No bid* --	-- *No bid* --
G S Equipment, Inc.	-- *No bid* --	$40,084.00	$40,084.00	$40,084.00

Kubota KX91-3

Coastal Machinery	$31,883.00	$32,083.00	$32,183.00	$32,283.00
Creel Tractor	-- *No bid* --	-- *No bid* --	$31,290.00	$30,749.00
Florida Coast Equipment, Inc.	$31,849.00	$31,261.00	$31,181.00	$30,881.00
Futch's Tractor Depot	$31,500.00	$30,700.00	$30,700.00	$30,750.00
Growers Equipment	$31,759.00	$31,259.00	$30,959.00	$30,759.00
Ridge Equipment Company, Inc.	-- *No bid* --	$31,153.00	$30,975.00	$31,153.00
Triple D Equipment, Inc.	$31,855.00	$31,355.00	$31,355.00	$31,655.00

Takeuchi TB240

Cowin Equipment	$42,763.00	-- *No bid* --	-- *No bid* --	-- *No bid* --
Flagler Construction Equipment, LLC	-- *No bid* --	$42,500.00	$42,500.00	$42,500.00

Volvo ECR 38

Flagler Construction Equipment, LLC	-- *No bid* --	$39,500.00	$39,500.00	$39,500.00

Komatsu PC35MR-5

Linder	-- *No bid* --	$45,647.00	$45,647.00	$45,647.00

Wacker Neuson 3503

Wacker neuson Sales Americas, LLC	$40,695.00	$40,695.00	$40,695.00	$40,695.00

Case CX36B

Trekker Tractor, LLC	-- *No bid* --	$37,000.00	$37,000.00	$37,000.00

Hyundai R35Z-9A

Lyle Machinery Company	$31,530.00	-- *No bid* --	-- *No bid* --	-- *No bid* --
Trekker Tractor, LLC	-- *No bid* --	$31,870.00	$31,870.00	$31,870.00

New Holland E30-B

Growers Equipment	$35,525.00	$35,225.00	$34,925.00	$34,725.00

#38. HYDRAULIC EXCAVATOR - 15,590 lb. OPERATING WEIGHT

Volvo ECR88D

Flagler Construction Equipment, LLC	-- *No bid* --	$84,000.00	$84,000.00	$84,000.00

Caterpillar 308E2

Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$89,345.00
Ring Power Corporation	$90,141.00	$90,141.00	$90,141.00	-- *No bid* --

Hitachi ZX75US-5

Nortrax, Inc.	$84,250.00	$84,250.00	$84,250.00	$84,250.00

John Deere 75G

Nortrax, Inc.	$84,250.00	$84,250.00	$84,250.00	$84,250.00

Kobelco SK-75SR-3E

Cowin Equipment	$95,320.00	*-- No bid --*	*-- No bid --*	*-- No bid --*
G S Equipment, Inc.	*-- No bid --*	$95,584.00	$95,584.00	$95,584.00

Link-Belt 75MSR

G S Equipment, Inc.	$79,125.00	$79,125.00	$79,125.00	$79,125.00

Kubota KX080-4

Coastal Machinery	$78,923.00	$79,123.00	$79,223.00	$79,323.00
Creel Tractor	*-- No bid --*	*-- No bid --*	$76,350.00	$75,888.00
Florida Coast Equipment, Inc.	$79,190.00	$78,602.00	$78,522.00	$78,222.00
Futch's Tractor Depot	$76,500.00	$75,100.00	$75,100.00	$76,500.00
Growers Equipment	$76,750.00	$76,250.00	$75,950.00	$75,750.00
Ridge Equipment Company, Inc.	$77,690.00	$75,968.00	$75,790.00	$75,968.00
Triple D Equipment, Inc.	$78,272.00	$77,772.00	$77,772.00	$78,072.00

Komatsu PC78US-8

Linder	*-- No bid --*	$92,656.00	$92,656.00	$92,656.00

Bobcat E85

Bobcat Company	$78,985.00	$78,985.00	$78,985.00	$78,985.00

Doosan DX85R-3

Doosan Infracore Construction Equipment	$79,911.00	$79,911.00	$79,911.00	$79,911.00

Takeuchi TB290

Cowin Equipment	$88,318.00	*-- No bid --*	*-- No bid --*	*-- No bid --*
Flagler Construction Equipment, LLC	*-- No bid --*	$87,000.00	$87,000.00	$87,000.00

Case CX75C

Trekker Tractor, LLC	*-- No bid --*	$83,500.00	$83,500.00	$83,500.00

Hyundai R80CR-9A

Lyle Machinery Company	$78,430.00	*-- No bid --*	*-- No bid --*	*-- No bid --*
Trekker Tractor, LLC	*-- No bid --*	$76,000.00	$76,000.00	$76,000.00

#39. HYDRAULIC EXCAVATOR - 38,000 LB OPERATING WEIGHT

Caterpillar 316F

Kelly Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$149,174.00
Ring Power Corporation	$146,119.00	$146,119.00	$146,119.00	*-- No bid --*

Doosan DX180LC-5

Doosan Infracore Construction Equipment	$124,732.00	$124,732.00	$124,732.00	$124,732.00

Hitachi ZX160LC-5

Nortrax, Inc.	$139,650.00	$139,650.00	$139,650.00	$139,650.00

John Deere 160GLC

Nortrax, Inc.	$139,650.00	$139,650.00	$139,650.00	$139,650.00

Kobelco SK170LC

Cowin Equipment	$142,986.00	*-- No bid --*	*-- No bid --*	*-- No bid --*
G S Equipment, Inc.	*-- No bid --*	$143,161.00	$143,161.00	$143,161.00

Link-Belt 160X3

G S Equipment, Inc.	$125,817.00	$125,817.00	$125,817.00	$125,817.00

Volvo EC160EL

Flagler Construction Equipment, LLC	*-- No bid --*	$140,000.00	$140,000.00	$140,000.00

Komatsu PC170LC-11

Linder	*-- No bid --*	$142,034.00	$142,034.00	$142,034.00

Case CX160D

Trekker Tractor, LLC	*-- No bid --*	$134,000.00	$134,000.00	$134,000.00

Hyundai HX160LC

Lyle Machinery Company	$113,640.00	*-- No bid --*	*-- No bid --*	*-- No bid --*
Trekker Tractor, LLC	*-- No bid --*	$115,000.00	$115,000.00	$115,000.00

#40. HYDRAULIC EXCAVATOR - 76,550 LB OPERATING WEIGHT

Komatsu PC360LC-11

Linder	*-- No bid --*	$303,713.00	$303,713.00	$303,713.00

Link-Belt 350X3

G S Equipment, Inc.	$258,985.00	$258,985.00	$258,985.00	$258,985.00

Case CX350D

Trekker Tractor, LLC	*-- No bid --*	$262,000.00	$262,000.00	$262,000.00

Caterpillar 336F L

Kelly Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$284,820.00
Ring Power Corporation	$282,152.00	$282,152.00	$282,152.00	*-- No bid --*

Doosan DX420LC-5

Doosan Infracore Construction Equipment	$261,513.25	$261,513.25	$261,513.25	$261,513.25

Hitachi ZX350LC-5

Nortrax, Inc.	$272,100.00	$272,100.00	$272,100.00	$272,100.00

John Deere 350GLC

Nortrax, Inc.	$272,100.00	$272,100.00	$272,100.00	$272,100.00

Kobelco SK 350 LC-9

Cowin Equipment	$257,402.00	*-- No bid --*	*-- No bid --*	*-- No bid --*
G S Equipment, Inc.	*-- No bid --*	$258,065.00	$258,065.00	$258,065.00

Volvo EC350 E

Flagler Construction Equipment, LLC	*-- No bid --*	$265,000.00	$265,000.00	$265,000.00

#41. HYDRAULIC EXCAVATOR, WHEELED TYPE - 42,000 lb. OPERATING WEIGHT

John Deere 190 GW

Nortrax, Inc.	$176,566.00	$176,566.00	$176,566.00	$176,566.00
Hyundai R210W-9A				
Lyle Machinery Company	$168,910.00	-- No bid --	-- No bid --	-- No bid --
Trekker Tractor, LLC	-- No bid --	$173,300.00	$173,300.00	$173,300.00
Caterpillar M318				
Kelly Tractor	-- No bid --	-- No bid --	-- No bid --	$189,169.00
Ring Power Corporation	$183,351.00	$183,351.00	$183,351.00	-- No bid --
Doosan DX210WE-5				
Doosan Infracore Construction Equipment	$172,933.75	$172,933.75	$172,933.75	$172,933.75
Volvo EW180E				
Flagler Construction Equipment, LLC	-- No bid --	$186,000.00	$186,000.00	$186,000.00

#42. TELESCOPIC EXCAVATOR, TRACK TYPE - 45,000 lb. OPERATING WEIGHT

Gradall 4200 III				
G S Equipment, Inc.	$261,821.00	$261,821.00	$261,821.00	$261,821.00

#43. TELESCOPIC EXCAVATOR, WHEELED 6x6 - 47,000 lb. OPERATING WEIGHT

Gradall XL 4100 IV				
G S Equipment, Inc.	$380,813.00	$380,813.00	$380,813.00	$380,813.00

#44. COMPACTION VIBRATORY ROLLER (SINGLE DRUM) 30,000 LBS

Bomag BW177D-5				
Nortrax, Inc.	$87,700.00	$87,700.00	$87,700.00	$87,700.00
Hamm H11i				
Linder	-- No bid --	$94,170.00	$94,170.00	$94,170.00
Caterpillar CS44				
Kelly Tractor	-- No bid --	-- No bid --	-- No bid --	$98,146.00
Ring Power Corporation	$99,978.00	$99,978.00	$99,978.00	-- No bid --
Sakai SV540				
Coastal Machinery	$116,578.00	-- No bid --	-- No bid --	-- No bid --
G S Equipment, Inc.	-- No bid --	$116,516.00	$116,516.00	$116,516.00
Volvo SD-75				
Flagler Construction Equipment, LLC	-- No bid --	$76,100.00	$76,100.00	$76,100.00
Case SV208				
Trekker Tractor, LLC	-- No bid --	$70,000.00	$70,000.00	$70,000.00
Hyundai HR140C-9				
Lyle Machinery Company	$94,720.00	-- No bid --	-- No bid --	-- No bid --
Trekker Tractor, LLC	-- No bid --	$93,100.00	$93,100.00	$93,100.00

#45. 47" SMALL DOUBLE DRUM ROLLER - 5,400 LBS

Caterpillar CB24B				
Kelly Tractor	-- No bid --	-- No bid --	-- No bid --	$41,495.00
Ring Power Corporation	$38,611.00	$38,611.00	$38,611.00	-- No bid --

Bomag BW120SL-5

Nortrax, Inc.	$35,150.00	$35,150.00	$35,150.00	$35,150.00

Wacker Neuson RD 27-120

Federal Contracts Corp	$49,311.00	$49,311.00	$49,311.00	$49,311.00
Wacker neuson Sales Americas, LLC	$42,620.00	$42,620.00	$42,620.00	$42,620.00

Hamm HD 12 VV

Linder	*-- No bid --*	$37,122.00	$37,122.00	$37,122.00

Volvo DD25B

Flagler Construction Equipment, LLC	*-- No bid --*	$34,800.00	$34,800.00	$34,800.00

Hyundai HR30T-9

Lyle Machinery Company	$37,380.00	*-- No bid --*	*-- No bid --*	*-- No bid --*
Trekker Tractor, LLC	*-- No bid --*	$35,600.00	$35,600.00	$35,600.00

Case DV26

Trekker Tractor, LLC	*-- No bid --*	$33,000.00	$33,000.00	$30,000.00

#46. 70" LARGE DOUBLE DRUM ROLLER - 22,000 LBS.

Bomag BW190AD-5

Nortrax, Inc.	$126,630.00	$126,630.00	$126,630.00	$126,630.00

Caterpillar CB54XW

Kelly Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$124,652.00
Ring Power Corporation	$126,514.00	$126,514.00	$126,514.00	*-- No bid --*

Sakai SW880

G S Equipment, Inc.	*-- No bid --*	$137,506.00	$137,506.00	$137,506.00

Volvo DD120B

Flagler Construction Equipment, LLC	*-- No bid --*	$121,000.00	$121,000.00	$121,000.00

Hamm HD120I

Linder	*-- No bid --*	$134,693.00	$134,693.00	$134,693.00

#47. TRAILER MOUNTED SEWER CLEANER

Pipe Hunter 76418

Southern Sewer Equipment Sales	$45,592.00	$45,592.00	$45,592.00	$45,592.00

Obrien 7018-SC

Pat's Pump & Blower	$52,785.00	$52,785.00	$52,785.00	$52,785.00

#48. VACUUM EXCAVATOR, TRAILER MOUNTED - 14,000 lb. GVWR

Pipe Hunter (Vac Hunter)

Southern Sewer Equipment Sales	$78,339.00	$78,339.00	$78,339.00	$78,339.00

Vermeer LP 833XDT

Vermeer Southeast	$59,455.00	$59,455.00	$59,455.00	$59,455.00

X-Vac X800

Pat's Pump & Blower	$92,735.00	$92,735.00	$92,735.00	$92,735.00

#49. 10 CUBIC YARD COMBINATION SEWER CLEANING/VACUUMING MACHINE

Aquatech B-10

Pat's Pump & Blower	$183,450.00	$183,450.00	$183,450.00	$183,450.00

Vacall AJV 1010

G S Equipment, Inc.	$169,000.00	$169,000.00	$169,000.00	$169,000.00

Vac-Con 11 Yard

Southern Sewer Equipment Sales	$166,670.00	$166,670.00	$166,670.00	$166,670.00

Vactor 2100 Plus

Environmental Products of Florida	$201,546.00	$201,546.00	$201,546.00	$201,546.00

#50. 3 WHEEL MECHANICAL BROOM STREET SWEEPER

Elgin Pelican

Environmental Products of Florida	$189,520.00	$189,520.00	$189,520.00	$189,520.00

Global M3

Southern Sewer Equipment Sales	$171,869.00	$171,869.00	$171,869.00	$171,869.00

#51. CABOVER MECHANICAL BROOM STREET SWEEPER

Elgin Eagle

Environmental Products of Florida	$270,816.00	$270,816.00	$270,816.00	$270,816.00

Global Python 2500

Southern Sewer Equipment Sales	$288,071.00	$288,071.00	$288,071.00	$288,071.00

Schwarze M6 Avalanche

Southern Sewer Equipment Sales	$269,889.00	$269,889.00	$269,889.00	$269,889.00

Stewart-Amos Starfire S-5

G S Equipment, Inc.	$263,125.00	$263,125.00	$263,125.00	$263,125.00

Wayne Gladiator

Pat's Pump & Blower	$261,546.00	$261,546.00	$261,546.00	$261,546.00

#52. COMPACT SWEEPER - 4 CUBIC YARD AIR SWEEPER

Nitehawk Raptor Edge

Pat's Pump & Blower	$86,600.00	$86,600.00	$86,600.00	$86,600.00

#53. REGENERATIVE AIR STREET SWEEPER

Elgin Crosswind (J Plus)

Environmental Products of Florida	$222,835.00	$222,835.00	$222,835.00	$222,835.00

Johnston RT655

Pat's Pump & Blower	$222,478.00	$222,478.00	$222,478.00	$222,478.00

Schwarze A7 Tornado

Southern Sewer Equipment Sales	$226,747.00	$226,747.00	$226,747.00	$226,747.00

Stewart-Amos Galaxy R-8

G S Equipment, Inc.	$324,700.00	$324,700.00	$324,700.00	$324,700.00

Tymco 600

Container Systems and Equipment	$213,975.00	$213,975.00	$213,975.00	$213,975.00

#54. SELF PROPELLED HYDROSTATIC BROOM - CENTER SLUNG

Superior Broom DT80J

Linder	-- *No bid* --	$46,850.00	$46,850.00	$46,850.00

Road Tec FB-100

Roadtec	$69,160.00	$69,160.00	$69,160.00	$69,160.00

Blaw-Knox CB-90

Flagler Construction Equipment, LLC	-- *No bid* --	$60,750.00	$60,750.00	$60,750.00

Broce 350

Cowin Equipment	$45,720.00	$45,720.00	$45,720.00	-- *No bid* --
Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$40,084.00

#55. 7' x 16' ENCLOSED CARGO TRAILER - 7,000 lb. GVWR

United U-71LTA35-8.5

Federal Contracts Corp	$7,430.00	$7,430.00	$7,430.00	$7,430.00

Wells Cargo CW1622-102

Texas Trailer Sales and Services	$7,870.00	$7,470.00	$7,640.00	$7,870.00

#56. 8'6" X 25' DECK OVER FLATBED TRAILER - 16,000 lb. GVWR

All Steel TA8258T

General Truck Equipment and Trailer Sales	$7,890.00	$7,590.00	$7,690.00	$7,990.00

Big Tex 22PH255

Texas Trailer Sales and Services	$8,840.00	$8,490.00	$8,590.00	$8,890.00

Eager Beaver B8-DOW

Nortrax, Inc.	$11,790.00	$11,790.00	$11,790.00	$11,790.00

Econoline DP1025DE Tag Trailer

Deland Truck Center	$8,745.00	$8,710.00	$8,710.00	$8,745.00

Felling Trailers FT-16-2

Federal Contracts Corp	$11,892.00	$11,892.00	$11,892.00	-- *No bid* --
Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$11,870.00

Interstate 16BST

Kelly Tractor	-- *No bid* --	-- *No bid* --	$10,565.00	$10,565.00
Nortrax, Inc.	$11,645.00	$11,645.00	$11,645.00	$11,645.00

Texas Trailer TX85258T

Texas Trailer Sales and Services	$8,790.00	$8,340.00	$8,440.00	$8,840.00

Towmaster TC-16

Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$12,750.00
Ring Power Corporation	$14,467.00	$14,467.00	$14,467.00	-- *No bid* --

Trail King TK20

Flagler Construction Equipment, LLC	-- *No bid* --	$14,000.00	$14,000.00	$14,000.00

#57. 14,000 lb. GVWR PULL BEHIND DUMP TRAILER

All Steel DT7147T-24

General Truck Equipment and Trailer Sales	$8,360.00	$8,110.00	$8,210.00	$8,460.00

Big Tex 14LX

Texas Trailer Sales and Services	$7,420.00	$6,990.00	$7,160.00	$7,410.00

Felling FT-12DT-HD

Federal Contracts Corp	$11,415.00	$11,415.00	$11,415.00	-- *No bid* --
Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$10,850.00

Towmaster T-HD12

Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$11,450.00

#58. 48' WASTE TRAILER WITH WALKING FLOOR

East Manufacture East Transfer Trailer

Hale Trailer Brake and Wheel, Inc.	$70,245.00	$70,025.00	$70,325.00	$70,725.00

Travis Classic Walking Floor Trailer

General Truck Equipment and Trailer Sales	$66,765.00	$68,465.00	$68,665.00	$69,165.00

Mac Trailer TNSP48MF

Truck & Parts of Tampa, Inc.	$67,895.00	$67,895.00	$67,895.00	$67,895.00

#59. ARTICULATED OFF ROAD DUMP TRUCK - 50,000 lb. PAYLOAD CAPACITY

Komatsu HM300-5

Linder	-- *No bid* --	$382,787.00	$382,787.00	$382,787.00

Caterpillar 725

Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$305,290.00
Ring Power Corporation	$316,013.00	$316,013.00	$316,013.00	-- *No bid* --

John Deere 250D II

Nortrax, Inc.	$306,900.00	$306,900.00	$306,900.00	$306,900.00

Terex TA250

Trekker Tractor, LLC	-- *No bid* --	$349,245.00	$349,245.00	$349,245.00

Volvo A25G

Flagler Construction Equipment, LLC	-- *No bid* --	$329,850.00	$329,850.00	$329,850.00

#60. 80,000 lb. LANDFILL COMPACTOR

Al-Jon Advantage 500

Linder	-- *No bid* --	$544,315.00	$544,315.00	$544,315.00

Bomag BC772RB-2

Nortrax, Inc.	$519,000.00	$519,000.00	$51,900.00	$51,900.00

Caterpillar 826

Kelly Tractor	-- *No bid* --	-- *No bid* --	-- *No bid* --	$540,165.00
Ring Power Corporation	$540,260.00	$540,260.00	$540,260.00	-- *No bid* --

#61. BRUSH CHIPPER - TRAILER MOUNTED

Morbark M15R

Morbark	$37,634.25	$37,634.25	$37,634.25	$37,634.25
Vermeer BC1500				
Vermeer Southeast	$54,350.00	$54,350.00	$54,350.00	$54,350.00

#62. SELF PROPELLED STUMP CUTTER

Vermeer SC362				
Vermeer Southeast	$18,708.00	$18,708.00	$18,708.00	$18,708.00
Toro STX 38EFI				
Flagler Construction Equipment, LLC	*-- No bid --*	$24,400.00	$24,400.00	$24,400.00

#63. WALK BEHIND TRENCHER

Vermeer RTX250				
Vermeer Southeast	$15,776.00	$15,776.00	$15,776.00	$15,776.00

#64. CUSHION TIRE LIFT TRUCK - 4,000 lb. CAPACITY

Toyota 8FGCU20				
Southern States Toyota Lift	$21,518.00	$21,518.00	$21,518.00	$21,518.00
Mitsubishi FG20				
Ring Power Corporation	$25,735.00	$25,735.00	$25,735.00	*-- No bid --*
Caterpillar 2CC4000				
Kelly Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$23,500.00
Ring Power Corporation	$26,432.00	$26,432.00	$26,432.00	*-- No bid --*

#65. SCISSOR LIFT - SELF PROPELLED

Genie GS-1930				
Kelly Tractor	*-- No bid --*	*-- No bid --*	*-- No bid --*	$11,610.00
Ring Power Corporation	$13,438.00	$13,438.00	$13,438.00	*-- No bid --*
JLG 1930 ES				
Coastal Machinery	$11,584.00	$11,884.00	$11,984.00	$12,084.00
Kelly Tractor	*-- No bid --*	*-- No bid --*	$13,588.00	$13,588.00
Haulotte Optimum 1930 E				
Federal Contracts Corp	$11,339.00	$11,339.00	$11,339.00	$11,339.00

#66. LIGHT TOWER - TRAILER MOUNTED

Wacker Neuson LTN 6L				
Federal Contracts Corp	$8,866.00	$8,866.00	$8,866.00	*-- No bid --*
Kelly Tractor	*-- No bid --*	*-- No bid --*	$8,796.00	$8,796.00
Wacker neuson Sales Americas, LLC	$8,799.00	$8,799.00	*-- No bid --*	*-- No bid --*
Multiquip MLTDA72				
Federal Contracts Corp	$13,476.00	$13,476.00	$13,476.00	$13,476.00
Generac MLT3060				
ACF Standby Systems	$8,385.00	$8,385.00	$8,385.00	$8,385.00

#67. PORTABLE SECURITY TOWER

Stamm ST-21

Stamm Manufacturing	$57,143.00	$57,143.00	$57,143.00	$57,143.00

#68. 125KW GENERATOR PACKAGE

AKSA ULJ-125

Zabatt Power Systems	$30,870.00	$30,870.00	$30,870.00	$30,870.00

Generac SD130

ACF Standby Systems	$32,933.00	$32,933.00	$32,933.00	$32,933.00

Doosan G150 WCU-3A-T4F

Flagler Construction Equipment, LLC	*-- No bid --*	$75,500.00	$75,500.00	$75,500.00

Blue Star Power Systems JD125-02

Mid Florida Diesel, Inc	$32,820.00	$32,820.00	$32,820.00	$32,820.00

Caterpillar D125

Pantropic Power	*-- No bid --*	*-- No bid --*	*-- No bid --*	$41,000.00
Ring Power Corporation	$40,086.00	$40,086.00	$40,086.00	*-- No bid --*

Tradewinds TP125

Tradewinds Power Corp	$35,192.00	$35,192.00	$35,192.00	$35,192.00

Wacker G150

Kelly Tractor	*-- No bid --*	*-- No bid --*	$83,278.00	$83,278.00
Wacker neuson Sales Americas, LLC	$87,810.00	$87,810.00	*-- No bid --*	*-- No bid --*

#69. 150KW MOBILE GENERATOR PACKAGE

Multiquip DCA 220SSCU

Federal Contracts Corp	$112,407.00	$112,407.00	$112,407.00	$112,407.00

AKSA AT150

Zabatt Power Systems	$48,450.00	$48,450.00	$48,450.00	$48,450.00

Generac MMG 175

ACF Standby Systems	$73,791.00	$73,791.00	$73,791.00	$73,791.00

Magnum MMG175

ACF Standby Systems	$73,791.00	$73,791.00	$73,791.00	$73,791.00

Doosan G190 WCU-34-T4F

Flagler Construction Equipment, LLC	*-- No bid --*	$88,900.00	$88,900.00	$88,900.00

Blue Star Power Systems JD150-01 Trailer

Mid Florida Diesel, Inc	$60,562.00	$60,562.00	$60,562.00	$60,562.00

Tradewinds TP150

Tradewinds Power Corp	$56,856.00	$56,856.00	$56,856.00	$56,856.00

Wacker G180

Kelly Tractor	*-- No bid --*	*-- No bid --*	$100,490.00	$100,490.00
Wacker neuson Sales Americas, LLC	$95,275.00	$95,275.00	*-- No bid --*	*-- No bid --*

#70. 600 AMP AUTOMATIC TRANSFER SWITCH

ASCO Series 300

Mid Florida Diesel, Inc	$4,400.00	$4,400.00	$4,400.00	$4,400.00
Ring Power Corporation	$4,345.00	$4,345.00	$4,345.00	-- *No bid* --

AKSA 300 Series

Zabatt Power Systems	$4,940.00	$4,940.00	$4,940.00	$4,940.00

Caterpillar CTG Series

Pantropic Power	-- *No bid* --	-- *No bid* --	-- *No bid* --	$5,420.00
Ring Power Corporation	$5,100.00	$5,100.00	$5,100.00	-- *No bid* --

GE Zenith ZTG600

ACF Standby Systems	$6,163.00	$6,163.00	$6,163.00	$6,163.00

Generac GTS600

ACF Standby Systems	$6,920.00	$6,920.00	$6,920.00	$6,920.00

Tradewinds TT600

Tradewinds Power Corp	$4,962.00	$4,962.00	$4,962.00	$4,962.00

#71. 6 INCH MOBILE PUMP PACKAGE

Godwin CD150M

Goodwin Pumps of America, Inc.	$37,650.00	$37,650.00	$37,650.00	$37,650.00

Thompson 6JSCEN-DJDST-45T-M

Thompsom Pump & Mfg. Co. Inc.	$37,750.00	$37,750.00	$37,750.00	$37,750.00

Tradewinds TPK064750

Tradewinds Power Corp	$31,850.00	$31,850.00	$31,850.00	$31,850.00

FLORIDA SHERIFFS ASSOCIATION

Contract Terms and Conditions Rev 07/27/15

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GENERAL CONDITIONS – 1.0

1.1 SEALED BIDS

An Original and one (1) copy of the Bid as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Special Conditions, Specifications and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Florida Sheriffs Association, 1st Floor, 2617 Mahan Drive, Tallahassee FL 32308. Facsimile, electronic, or faxed bids will not be accepted.

1.2 EXECUTION OF BID

Bid must contain a manual signature of an authorized representative in the space provided on the Bid signature page. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

1.3 LATE BIDS

At time, date and place above, bids will be opened. Any bid or bids received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The FSA is not responsible for delays caused by mail, courier service, including U.S. Mail or any other occurrence. Any reference to time will be based on Eastern Standard Time (EST)

1.4 NO BID

If not submitting a bid, respond by returning the enclosed “NO BID” form questionnaire, and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list.

1.5 PRICES QUOTED

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications.

In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). The dealer has the authority to offer discounts for prompt payment.

Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

1.6 TAXES

The FSA is a 501c3 Organization and exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 59-0708112. Customers making purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Contractor to verify that the Customer is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number

1.7 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.8 CONDITION AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

1.9 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.10 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any irregularity, technicality or omission if the FSA determines that doing so will serve in the FSA's best interest. The FSA may also reject any Response not submitted in the manner specified by the solicitation documents.

1.11 EQUIVALENTS Rev 6/14

The term "Approved Equivalent" is used to allow a bidder to bid components or equipment that are equal to the components or equipment described in the detailed specifications. The FSA Contract Administrator shall have the sole authority to determine approved equivalents.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

If bidder offers a make or model of equipment or supplies other than those specified in the following, it must so indicate in the bid submittal.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and MUST BE INCLUDED WITH THE BID. Specific article(s) of equipment/supplies shall

conform in quality, design and construction with all published claims of the manufacturer. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.
Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

Dealers offering alternate makes, manufacturers of vehicles or equipment not specifically identified in the bid cannot utilize or publish the offering as an "OPTION" within the bid specification and detail. Offerings of this nature will cause the bid to be rejected.

1.12 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the vendor list.
- All FSA departments and Customers being advised not to do business with vendor.

1.13 SAMPLES

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Florida Sheriffs Association, Attention: Cooperative Bid Coordinator, 1st Floor, 2617 Mahan Drive, Tallahassee FL 32308.

1.14 DELIVERY

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided.

Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

1.15 INTERPRETATIONS

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the FSA Contract Bid Coordinator at 2617 Mahan Drive, Tallahassee, FL 32308 or by e-mail to: Fleet@flsheriffs.org

1.16 BID OPENING

Bids shall be opened and publicly read on the date, time and place specified on the Bid Form. All bids received after the date, time, and place shall be returned, unopened.

1.17 INSPECTION, ACCEPTANCE & TITLE

Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer.

If the materials or services supplied to the FSA are found to be defective or not conform to specifications, the FSA reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.18 PAYMENT

Invoices for payment will be submitted to the FSA or Customer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

Invoices for payment as repairs/replacements will be submitted to the FSA or Customer and paid for the duration of the contract. Invoices will be subject to verification and approval by the ordering FSA department or Customer designated representative.

1.19 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the FSA shall be final and binding on both parties. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

Any agreement resulting from the award of this Bid (if applicable); then Addenda released for this Bid, with the latest
Addendum taking precedence;

- then The Bid;
- Then Awardee's Bid.

1.20 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

1.21 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and save harmless the FSA and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The FSA or Customer.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, 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.

1.22 OSHA

The bidder warrants that the product supplied to the FSA or Customer shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.23 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.24 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by State Law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.25 AMERICAN WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any FSA-sponsored proceeding, please contact FSA HR Director at 850-877-2165 (voice), 850-878-8665 (fax) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

1.26 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association Policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in competitive bids. Such process would be for supplying goods and services to FSA and Customers.

1.27 QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

1.28 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto FSA or Customer property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable County code requirements as well as the Florida Building Code. The bidder shall be liable for any damages or loss to the FSA or Customer occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

1.29 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. After acceptance of bid, the FSA will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions

1.30 DEFAULT

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to liquidated damages incurred by the FSA thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the bidder's list.

1.31 CANCELLATION

In the event any of the provisions of this bid are violated by the contractor, the Contract Manager shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) business days, recommendation will be made to the FSA for immediate cancellation. The FSA reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

1.32 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.33 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated in these Contract Term and Conditions, must show purchase order numbers and shall be submitted to the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, FL 32808 or P.O. Box 12519 Tallahassee, FL 32317-2519

1.34 NOTES TO VENDORS DELIVERING TO THE FSA

Receiving hours are Monday through Friday, excluding holidays, from 8:30 a.m. to 4:00 p.m.

1.35 SUBSTITUTIONS

The FSA WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.36 FACILITIES

The FSA reserves the right to inspect the bidder's facilities at any time with prior notice.

1.37 BID TABULATIONS

Bidders desiring a copy of the bid tabulation may request same by enclosing a self- addressed stamped envelope with the bid.

1.38 AUTHORITY TO RESOLVE PROTESTED BIDS AND PROPOSED AWARDS

(a) Right to protest. Any actual bidder, qualified proposer, or interested parties (hereinafter collectively referred to as the "bidder) who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of, a request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI) or invitation to bid for goods and/or services ("herein after collectively referred to as the bid") may protest to the contract administrator or his or her designee. Protest arising from the decisions and votes of any evaluation or selection committee shall be limited to protest based upon deviation(s) from established purchasing procedures set forth by FSA policy and procedures and specification, requirements and/or terms set forth in any bid.

(1) Any protest concerning the bid specifications, requirements, and/or terms must be made within three (3) business days (for the purpose of this section "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least two (2) business days prior to the opening of the bid. Such protest must be made in writing to the contract administrator or his or her designee and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements and /or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

(2) Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection (a) above shall be submitted in writing to the contract administrator, or his or her designee. FSA will allow such bid protest to be submitted anytime until two (2) business days following the release of the contract administrator's written recommendation to the FSA for award of the bid in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based, and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. All actual bidders shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the contract administrators written recommendation to the FSA.

(b) Any bidder who is aggrieved in connection with the solicitation or proposed award of a purchase order based on an oral or written quotation may protest to the FSA Contract Administrator or his or her designee anytime during the procurement process, up to the time of the award of the purchase order, but not after such time, Such protest shall be made in writing and state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section.

(c) The FSA may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include , but not limited to staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out of pocket expenses.

(d) Authority to resolve protest. The contract administrator or his or her designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the bid.

(e) Responsiveness. Prior to any decision being rendered under this section with respect to a bid protest, the contract administrator and the FSA legal counsel, or their respective designees, shall certify whether the submission of their bidder to the bid in question is responsive. The parties to the protest shall be bound by the determination of the contract administrator and the FSA legal counsel with regard to the issue of responsiveness.

(f) Decision and appeal procedures. If the bid protest is not resolved by mutual agreement, the contract administrator and FSA Legal counsel, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision.

(g) Any person aggrieved by any action or decision of the contract manager, FSA legal counsel, or their respective designees, with regard to any decision rendered under this section may file an appeal. See 1.38(h).

(h) All appeals arising under or relating to this Agreement are to be settled by binding arbitration in the State of Florida. Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within 72 hours of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within 10 days of the FSA bid protest decision.

Any person who files for arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to $5,000.00. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA bear the cost of their own attorney fees. For the purpose of arbitration, the filing party shall not stay the implementation of the bid award by the Florida Sheriffs Association.

(i) The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of cost and expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the industry and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity.

Any action not brought in good faith shall be subject to sanction's including damages suffered by the FSA and the legal counsel's fees incurred by the FSA in defense of such wrongful action.

(j) Distribution. A copy of each decision by the contract administrator and the FSA Legal counsels shall be mailed or otherwise furnished immediately to the protestor.

(k) Stay of procurements during protest. In the event of a timely protest under this section, the contract administrator shall not proceed further with the solicitation or with the award pursuant to such bid

unless a written determination is made by the FSA Executive Director or his or her designee, that the award must be made without delay in order to protect a substantial interest of the FSA.

(l) The institution and filing of a protest under this article is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the FSA concerning the subject matter of protest.

(m) Protest not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

(n) At the time of the contract administrator's recommendation for award a bid is presented at a meeting with the FSA Executive Director, or his or her designee shall report any legal issues relative to any bid protest filed in connection with the bid in question.

(o) The determination of the contract administrator and the FSA legal counsel with regards to all procedural and technical matters shall be final.

1.39 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the FSA Contract Specialist at least ten (10) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the FSA. The FSA shall issue an Informational Addendum if clarification or minimal changes are required.

The FSA shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided on the Bid Form. Failure to acknowledge Addendum shall deem its Bid non-responsive; provided, however, that the FSA may waive this requirement in its best interest. The FSA will not be responsible for any other explanation or interpretation made verbally or in writing by any other FSA representative.

1.40 DEMONSTRATION OF COMPETENCY

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid.

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the FSA in making the award in the best interest of the FSA.

The FSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the FSA through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Bid may render the Bid non-responsive.

The FSA may, during the period that the Contract between the FSA and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the FSA, the FSA may place said contracts on probationary status and implement termination procedures.

If the FSA determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

1.41 DETERMINATION OF AWARD

The FSA shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- The ability, capacity and skill of the bidder to perform the Contract.
- Whether the bidder can perform the Contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts.
- The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

1.42 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the FSA.

1.43 LAWS, PERMITS AND REGULATIONS

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

1.44 ELIMINATION FROM CONSIDERATION

This bid solicitation shall not be awarded to any person or *dealer* who is in arrears to the FSA upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the FSA. REV 6/14

1.45 WAIVER OF INFORMALITIES

The FSA reserves the right to waive any informalities or irregularities in this bid solicitation.

1.46 ESTIMATED QUANTITIES

Estimated quantities or estimated dollars, if provided, are for FSA guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The FSA is not obligated to place any order for a given amount subsequent to the award of this bid solicitation.

Estimates are based upon the FSA's actual needs and/or usage during a previous contract period. The FSA for purposes of determining the low bidder meeting specifications may use said estimates.

1.47 COLLUSION

Bids from related parties: Where two (2) or more related parties each submit a bid or bid for any contract, such bids or bids shall be presumed to be collusive**.**

The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or bids.

Related parties mean bidders or proposers or the principals thereof which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract. Bids or bids found to be collusive shall be rejected.

Bidders or Proposers who have been found to have engaged in collusion will be considered non-responsible, and will be suspended or barred, and any contract resulting from collusive bidding may be terminated for default.

1.48 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165

1.49 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.50 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder or contractor, after such acceptance, the FSA may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

1.51 BID CLARIFICATION

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Florida Sheriffs Association, Cooperative Bid Coordinator 1st Floor, 2617 Mahan Drive, Tallahassee FL 32308 a copy to dterpak@flsheriffs.org with the bid title/number shall be referenced on all correspondence. All questions must be received no later than ten (10) calendar days prior to the scheduled bid opening date.

All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

1.52 TIE BIDS

Please be advised that in accordance with Florida Statues Section 287.087, regarding identical tie bids, preference will be given to vendors certifying that they have implemented a drug free work place program. A certification form will be required at the time of Bid submission.

1.53 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act (Section 287.133) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.54 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, your bid must conform in all material respects to the requirements stated in their Bid.

1.55 DELIVERY TIME

Vendors shall specify on the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges will be accepted, i.e.; 12-14 days.

1.56 CONE OF SILENCE

This invitation to bid is subject to the "Cone of Silence" in accordance with FSA policy. During this period all questions / communication will only be accepted in writing directly to the contract administrator. All questions and communication and their associated responses will be posted to the VEBA website.

1.57 RIGHT TO AUDIT

Contractor shall establish and maintain a reasonable accounting system that enables Florida Sheriffs Association (hereafter known as 'FSA') to readily identify Contractor's Sales.

FSA and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract or Agreement and all government sales and eligible users info for review and kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; memoranda; and correspondence.

Contractor shall, at all times during the term of this Contract or Agreement and for a period of Three (3) years after the completion of this Contract or Agreement, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by FSA, whether during or after completion of this Contract or Agreement, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by FSA. Such records shall be made available to FSA (subject to a three day written notice) during normal business hours.

FSA at their option may select the Contractor's office, place of business or offsite location for the audit; and/or option to have the contractor provide financial records, together with the supporting or underlying documents and records, via e-mail or phone for audit at a time and location that is convenient for FSA.

Contractor shall ensure FSA has these rights with Contractor's employees, agents, assigns, successors, and subcontractors and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to FSA.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by FSA unless certain exemption criteria are met. If the audit identifies under reporting, overpricing or overcharges (of any nature) by the Contractor to FSA in excess of three (3) percent (3%) of the total contract billings, the Contractor shall reimburse FSA for the total costs of the audit not to exceed $5,000.00. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Contractor.

Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of FSA's findings to Contractor.

1.58 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the FSA shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful bidder of such termination which shall become effective upon receipt by the successful bidder of the written termination notice.

In that event, the FSA shall compensate the successful bidder in accordance with the Agreement for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the Agreement by the bidder, and the FSA may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the FSA from the successful bidder is determined.

1.59 TERMINATION FOR CONVENIENCE OF FSA

The FSA, for its convenience, can terminate the contract in whole or part without cause by giving written notice to the contractor of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The contractor shall not be entitled to recover any lost profits that the contractor expected to earn on the balanced of the Agreement or cancellation charges.

Any payments to the contractor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.60 INSURANCE AND INDEMNIFICATION: (See Check List for applicability to this contract)

Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or subcontractors; provided, however, that the bidder shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Florida Sheriffs Association, and participating agencies.

Contractor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association, participating agencies giving the bidder (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Contractor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies in any legal action without bidder's prior written consent, which shall not be unreasonably withheld.

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. The contractor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the contractor is acting as an independent contractor.

The contractor, at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the following requirements:

Maintain Automobile Liability Insurance including Property Damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the FSA Contract Manager.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance, evidencing such coverage's and endorsements as required herein shall be filed with and approved by the FSA Contract Manager before work is started.

The certificate must state Bid Number and Title. Upon expiration of the required insurance, the contractor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the contractor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA's Contract Manager.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The contractor hereby agrees to indemnify and hold harmless the FSA, a 501c3, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of $1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of $1,000,000.00 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract".

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the FSA upon demand. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any Section or Provisions of this contract. Contractor shall be as fully responsible to the FSA for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements of the specifications; alternate insurance coverage, satisfactory to the FSA Contract Manager, may be considered.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insured's hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

1.61 MODIFICATION/WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time.

Modifications received after the bid due date and time will not be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of Bids without a contract award.

Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

1.62 EXCEPTIONS TO BID:

Bidders are strongly encouraged to thoroughly review the qualification requirements set forth in this ITB, specifically the minimum specifications found in Section 3, identified by the words "must", "shall", and "will". Bidders who fail to satisfy the requirements set forth, may be deemed nonresponsive and receive no further consideration.

Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this ITB and you are proposing alternatives to said requirements, you must notify the FSA Cooperative Bid Coordinator's Office in writing at least five (5) days prior to the deadline for submission of bids. The FSA reserves the right to revise the scope of services via addendum prior to the deadline for receipt of bids.

1.63 WARRANTY OF AUTHORITY:

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

1.64 WARRANTY OF ABILITY TO PERFORM:

The Contractor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. See 1.53. The Contractor shall immediately notify the FSA and Customer in writing if its ability to perform is compromised in any manner during the term of the contract.

FSA

SPECIAL CONDITIONS – 2.0

2.0 Purpose
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FSA

2.0 PURPOSE

The Florida Sheriffs Association and the Florida Association of Counties invite interested vendors, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The Florida Sheriffs Association will serve as the "Contract Administrator" in the solicitation process and the administration of the resulting contract. The purpose of this bid is to establish a twelve (12) month contract, beginning October 1, 2015 and ending September 30, , with manufacturer's authorized dealers for the purchase of 2015/16 vehicles and equipment on a "no trade-in basis".

Trade-ins are not addressed in this contract. If an agency has a desire to offer vehicles/equipment for trade to the dealer, the agency and dealer may do so at their sole discretion, separate and apart from this contract.

2.1 TERM OF CONTRACT

This contract shall remain in effect for one (1) year from date of contract execution by the FSA Contract Administrator, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, for up to two (2) additional years, on a year to year basis.

Contract extensions will only be executed when conditions indicate it is in the best interest of the FSA and the customers.

In the event that the contract is held beyond the term herein provided it shall only be from a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

2.2 ESTIMATED QUANTITIES (Vehicles and Equipment)

In FY 2014-15 eligible users purchased approximately 5500 vehicles from the vehicle and equipment bid awards. These estimated figures are given only as a guideline for preparing your bid and should not be construed as representing projected figures.

2.3 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER:

The Offices of the Sheriff of the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the Sheriff's Offices from the provisions of the Florida Statute requiring among other things, sealed and competitive bids procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Nothing in this proposal in any way obligates the participating Sheriff's Offices for any payment for any activity or costs incurred by any vendor in responding to this proposal.

2.4 COOPERATIVE PURCHASING

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained in section 2.7 Eligible Customers of Contract.

Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

2.5 FUNDING

Funds expended for the purposes of the contract must be appropriated by the individual participating agency for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination of costs if such funds are not appropriated.

2.6 DEFINITIONS

The following terms are defined as the following

(a) "Contract Administrator" means the Florida Sheriffs Association in its role in administering the solicitation and contract administration process for the Florida Sheriffs Association and the Florida Association of Counties.

(b) "Fleet Management Advisory Committee (FMAC)" means an employee of Sheriffs Offices and other local governmental agencies in the State of Florida and/or any other person who FSA identifies as subject matter expert who will assist with the development of bid specifications and evaluation of bid responses.

(c) "Contractor" means the bidder that has been awarded and agrees to sell vehicles, trucks, or equipment, as contained in these specifications, which meet the requirements, specifications, terms and conditions of this agreement, to eligible customers, as defined herein.

(d) "Customer" means an eligible customer as defined in 2.7

(e) "VEBA" means the Florida Sheriffs Association's Vehicle Equipment Bid Award System located at http://veba.flsheriffs.org, which is the online system created for the submission of electronic bids and tabulation of bid results for the specifications contained herein. See 3.0 VEBA.

(f) "Bid" shall mean a competitive bid procedure established through the issuance of an invitation to bid. The term "bid" as used herein, shall not include request for proposals, request for qualifications, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

(g) "Bidder" means the entity that submits documentation to the FSA Contract Administrator in accordance with these instructions.

(h) "Factory" refers to the manufacturer; the assembly line.

(i) "Dealer Option" a product or service provided by the dealer or other third party; not the factory.

(j) "Up fitter" An individual or business who installs non-factory options on a vehicle or equipment; not the factory.

(k) "Sub-contractor or 3rd party" Refers to an individual or business firm contracting to perform part or another's entire contract.

(l) "MSRP(s)" means the Manufacturer's Suggested Retail Price, which represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:

1. Manufacturer's Computer Printouts; Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent)
2. Chrome Systems, Inc.'s PC Carbook (e.g., PC Carbook Plus and PC Carbook Fleet Edition)
3. Manufacturer's Annual U.S. Price Book
4. Manufacturer's official website
5. Edmunds (No subscription req'd)

Note: Some of above resources above require a paid subscription.

(m) "Recognized MSRP" recognized MSRP occurs when an FSA requested option does not exist to the base vehicle model as a free flow option contained in the manufacturer's order guide. This MSRP is generated by the creation of a new model that includes the requested FSA option content.

(n) "Balanced Out" a term used by manufacturers to notify dealers the factory has reached maximum capacity for orders. Vehicle manufacturer's use this term when referring to any given model year for production.

2.7 ELIGIBLE CUSTOMERS OF CONTRACT REV 8/14

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. See also 2.5 Funding.

The State of Florida, Department of Management Services, Division of State Purchasing administers statewide contracts and agreements for use by Florida State agencies, local governments, educational institutions, and other entities as defined in 60A-1.005, Florida Administrative Code. If you go to the Florida Department of State's website and look up Florida Administrative Code 60A-1.005 it states the following:

60A-1.005 Eligible Users.
The following entities are eligible users:
(1) All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
(2) Any independent, nonprofit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools. Specific Authority 287.042(12) FS. Law Implemented 287.012(12) FS. History–New 8-24-04.

2.8 METHOD OF AWARD

Award of this contract will be made to a primary bidder. FSA will also identify the second lowest and best bidder per specification and zone to be utilized in the event the primary bidder is unable to fulfill their obligations as defined in General Conditions 1.30 and 1.31.

The FSA reserves the right to make multiple awards if deemed in the best interest of the FSA. **See 3.11 Basis for Award which is specific to vehicles and equipment.**

2.9 WORKSHOPS – VEHICLE CONTRACT/SPECIFICATIONS Rev 6/14

ALL prospective bidders are required to attend the MANDATORY* vehicle workshop(s). At this time prospective bidders will have the opportunity to offer input and recommendations regarding the content of the bid specification and to meet with committee members to answer any questions relative to this invitation to bid. Any suggested modifications may be presented in writing or discussed with the advisory committee at this meeting and may be considered in formulating the Bid.

ALL addendums to the contract initiated by the FSA will be posted on the Florida Sheriffs Association Vehicle Bid Award System (VEBA) at http://veba.flsheriffs.org. Prospective bidders should check the website periodically for any addendums to the solicitation documents.

**FSA reserves the right to grant exceptions based on the dealer/bidder has met all requirements as an approved vendor and agrees to sign a memo of understanding (MOU) that they understand all of the terms and conditions of the bid and agree to meet all of the terms and conditions without exception and further waive their right to protest any portion of the bid process.*

2.10 PRE-BID CONFERENCE Rev 6/14

ALL prospective bidders are required to attend the MANDATORY* Pre-Bid conference. At this meeting the bid specifications will be discussed and it is the final opportunity for prospective bidders to make any last request for modification, corrections, or addressing other concerns relating to the bid or the process.

**FSA reserves the right to grant exceptions based on the dealer/bidder has met all requirements as an approved vendor and agrees to sign a memo of understanding (MOU) that they understand all of the terms and conditions of the bid and agree to meet all of the terms and conditions without exception and further waive their right to protest any portion of the bid process.*

2.11 CONTACT PERSON Rev 6/14

The contact person for this Invitation to Bid is

FSA Cooperative Bid Coordinator	FSA Business Operation Manager
E-mail: COOP@flsheriffs.org	E-mail: dterpak@flsheriffs.org
Phone: 850-877-2165 ext. 231	Phone: 850-877-2165 ext. 227
Fax: 850-878-8665	Fax: 850-878-5115

2.12 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA is limited to matters of process or procedure. Requests for additional information or clarifications must be made in writing to the FSA Contract Administrator no later than Ten (10) calendar days prior to the scheduled Bid opening date.

The FSA will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the Bid.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid. Bidders should verify with the FSA Contract Administrator prior to submitting a bid that all addenda have been received. See General Condition 1.56 entitled “Cone of Silence” which sets forth the policies and procedures relative to oral and written communications.

2.13 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Forms shall remain fixed and firm during the initial term of this contract.

2.14 OPTION TO RENEW WITH PRICE ADJUSTMENT

The contract could be extended for an additional two (2) years, on a year to year basis, if mutually agreed by upon both parties. Prior to completion of each exercised contract term, the FSA may consider an adjustment to price due to increases or decreases on the Consumer Price Index; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the Nationally published Consumer Price Index-Goods and Services, computed 60 days prior to the anniversary date of the contract.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request or adjustment should be submitted 60 days prior to expiration of the then current contract term.

The vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the FSA.

2.15 REFERENCES

Bidders shall furnish the names, addresses, telephone numbers, and address of a minimum of five (5) firms or government organizations for which the Contractor is currently providing or has provided similar services on company letterhead. Two (2) of the references must be government related. A dealer participating for the first time in government fleet sales/bidding may be considered exempt if they can demonstrate they have the appropriate facility, staffing and financial resources to support the contract should they receive an award. See 2.16 Bidder Qualifications.

2.16 BIDDER QUALIFICATIONS

In order for bids to be considered, new bidders to the Florida Sheriffs Cooperative Contract must submit with their bid, evidence that they are qualified to satisfactorily perform the specified service. Evidence shall include all information necessary to certify that the bidder maintains a permanent place of business; is an authorized distributor of the items specified in their proposal; has not had just or proper claims pending against him or his firm; and has provided similar type products. The evidence will consist of listing of contracts for similar services that have been provided to public and private sector clients, within the last three (3) years, and letter from the manufacturer that bidder is an authorized distributor for the proposed manufacturer. See 3.8 Submittal of Bid.

2.17 LATE BIDS

At time, date, and place indicated in the published bid schedule, the bids will be opened. Any bid(s) received after time and date specified will be rejected by the FSA and VEBA System and all documentation will be returned to the bidder unopened.

The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The FSA is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

2.18 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

2.19 COMPLETE INFORMATION REQUIRED ON BID FORM

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, the ORIGINAL AND ONE (1) COPY of the Bid Form pages and all required submittal information must be returned, properly completed and sealed envelope as outlined in the first paragraph of General Conditions.

2.20 CUSTOMER SERVICE

Excellent customer service is the standard of the FSA. As contractors of the FSA, all employees will be required to adhere to the FSA's "Service Excellence" standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations.

The successful bidder's employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the FSA will be conducted with honesty, integrity, and dedication.

SPECIAL CONDITIONS – 3.0

3.0 VEBA
3.1 Amendments to Solicitation Documents
3.2 Additions and Deletions
3.3 Specification Exceptions, Omissions or Errors
3.4 Option Pricing REV 6/15
3.5 Requests for Additional Information or Clarification
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3.21 Non-performance REV 6/14
3.22 – 3.50 Intentionally left Blank
3.51 Factory Installed
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3.53 Pre-Delivery services
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3.55 Quantity Discounts REV 8/14
3.56 Acceptance
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3.60 FSA Administrative Fees for All Specifications REV 8/14
3.61 Contracting Dealers' Activity Reports and Schedule and Fee Deposit Requirements REV 07/14

FSA

3.0 VEBA

VEBA is Florida Sheriffs Association's Vehicle Bid Award System. Access to the system requires a Login and User Password. To obtain a Login and password, dealers must complete the annual registration form provided on the FSA website. Once approved, the dealer will receive their Login and a Temporary Password. Dealers are required to change their initial password at the time of their first login.

ALL prospective bidders are encouraged to download and review the instructions located on the home page of the VEBA website each year to obtain the most current terms and conditions of the contract as well as instructions for entering bid specifications and pricing.

Questions regarding the use of the VEBA website should be addressed to the FSA Cooperative Bid Coordinator. Login and password questions should be addressed to support@liquifusion.com

3.1 AMENDMENTS TO SOLICITATION DOCUMENTS

The Contract Administrator retains the right to issue amendments to the solicitation as appropriate and necessary. Notice of any amendment will be posted on the VEBA website. Bidders are responsible for monitoring the VEBA website for new or updated information concerning the bid.

3.2 ADDITIONS AND DELETIONS to the Bid Award

The FSA reserves the right to add or delete any items from this bid or resulting contract(s) when deemed to be in the best interest of FSA and the participating eligible users.

The FSA reserves the right to add additional manufacturer lines and brands to the bid award as they become available and are not in conflict with any already awarded dealer representing or competing with the same manufacturer and brands. These Manufacturers/Dealers may be considered as additional providers of good and/or services to the contract after having met all of the criteria necessary to be an approved vendor and their product or service meets the minimum specifications of the original bid.

If an FSA awarded dealer terminates a product line (Manufacturer or Brand), the dealer is required to notify the FSA Cooperative Bid Coordinator within ten (10) business days of the decision not to retain the Manufacturer or Brand.

In the event a manufacturer reassigns the product line to an alternate dealer, the manufacturer and the dealer is required immediately to notify the FSA in writing of the change within ten (10) business days confirming the reassignment. If the vendor/dealer is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor PRIOR to conducting any qualified sales. The dealer and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

3.3 SPECIFICATION EXCEPTIONS, OMISSIONS OR ERRORS

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the Contract Administrator of any defects in the specifications or required submittal documents. All notifications of defect must be in writing and timely submitted.
Bidders are required to indicate in their bid submissions those options which “require” additional equipment or model upgrade to obtain the original option. Bidder must also identify those options that

are available as a part of a package or group. The factory codes listed in the "Prices" section of the Special conditions must be used.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all cost required to bring the vehicle into compliance with the contract specifications.

3.4 OPTION PRICING REV 6/15

Prices for options submitted by the dealer, for Emergency Vehicle Lighting, shall include all applicable fees and charges not including installation. Motorcycle pricing will include installation. No additional charges or fees are admissible.

The bidder shall offer a discount which shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published catalog price for any factory add options included in the bid submission and in resulting customer orders, if awarded. The amounts of discounts for each particular add option shall be decided by the bidder.

When calculating upgrades, the total recognized MSRP (see definitions 2.6) for an item (that is not a manufacturer's free flow option for the base specification) is calculated as the differential between the dealer costs on the representative base vehicle versus total MSRP of the requested FSA option modifying the vehicle.

When add options listed are included in the base vehicle, bidder must submit options as "Included" or "STD". Bidder must use proper factory codes for all factory add options. Options available through the factory MUST be bid and supplied to Customer as "factory" options unless requested otherwise in writing by the Customer.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer's model with a slightly different engine size or horsepower, and as such, should not be made available for purchase separate from the base vehicle. Bidders shall NOT use add or delete options to create a piece of equipment that is entirely different than the base unit called for in the specification, or any other options that do not meet the intention of options as stated above.

Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part of another option.

The codes listed in the "Prices" section of the Special Conditions must be used. Any dealer found requiring a buyer to purchase an "upgrade package" in order to purchase an available stand-alone item will be in violation of this contract and required to make a reimbursement to the agency of the cost between the option and the upgrade package.

The use of "Options" to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the written base specification will be construed as non-compliant and their bid will be rejected, in whole or part by the FSA Bid Coordinator.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a contractor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

3.5 REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION

Bidders are encouraged to examine the specifications carefully. In case doubt should arise as to the meaning or intent of any items contained in the specifications, inquiry should be made to the FSA Contract Administrator prior to the Pre-Bid Conference via e-mail or at the pre-bid conference in person. Telephone clarifications will not be accepted, and no clarification will be accepted after the date listed in the Bid Calendar. ALL request for information from bidders and FSA responses will be will be posted on the VEBA website by the date listed on the Bid Calendar.

The submission of a bid shall indicate that the bidder thoroughly understands the terms of the specifications.

3.6 FINANCIAL RESPONSIBILITY

Bidder affirms by his or her signature on the contract signature page that he or she:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;

- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.

- In assessing financial responsibility, contractor shall consider items such as the specifications bid, the zones bid, and the quantity of specifications bid, as well as timing of payment from customers, which can be 45 days from receipt of invoice;

- Assumes full responsibility that all vehicles delivered to the customer are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

3.7 COLLUSION

Dealerships and their representatives may submit multiple bids without conflict of "Collusion" as long as the bid submitted is not from the same manufacture and product line. Dealerships which share the same ownership may submit multiple bids also without conflict of collusion as long as the bidders are not in the same region, with the same manufacturer and product line. See 1.47 Collusion.

3.8 SUBMITTAL OF BID

Bidders must submit their bid electronically via the Florida Sheriffs Association Vehicle Bid Award System (VEBA), located at http://veba.flsheriffs.org without exception. See 3.0

In addition to their submission of specifications through the VEBA website, bidders who intend to bid on police units (specifications 1-9) are also required to submit their light bar package pricing through a separate document housed on the VEBA website.

Bidders not placing a bid on the police units may also bid any part of the light bar package (such as "Al Carte" items and "Corner Strobes') to be used for other specifications. Pricing submitted in this document

will be entered one time, and such pricing will apply to the entire bid specifications for which these items are sold as add options. Bids submitted for the above referenced specifications for police units that do not submit light bar package pricing will be rejected as non-responsive.

Any bidder who offers emergency lighting and equipment (red, blue or any combination) to be installed on any vehicle or equipment, must provide evidence of EVT certification for installation. This includes any third party up fitting. Example: a truck that may be used in the fire department to support the operation that requires public safety lighting and equipment.

Bidders must bid a requested FSA option first by offering the requested item if available from the factory. If this option is satisfied by the addition of a manufacturer's package that contains other items then it must be indicated in the comments and verifiable via audit. Furthermore, if the package offered to satisfy the request requires another factory option then that also must be indicated and referenced in the available optional equipment spaces. If the item is a package and available as a free flowing option to the base vehicle then the manufacturer's MSRP governs and by definition becomes the ceiling price. If the item is a package that changes the manufacturer's model number then the recognized MSRP computation will govern and define the ceiling price.

Prices are to be rounded to the nearest dollar. Bids can be entered more than once; however, only the last bid entered into the system will be considered in the award process. Bids not submitted within the system will be rejected.

Each bidder is responsible for ensuring that his bid is submitted before the deadline outlined in the Bid Calendar. Late bids will not be considered and the system will not accept bids after the due date and time specified in the Bid Calendar. See 2.17 Late Bids.

In addition to submitting the bid via the VEBA system, one original and one (1) exact copy (includes divider tabs) of the bid package in separate 3-ring VIEW binders (not report folders) must be delivered or mailed to the attention of:

FSA Cooperative Bid Coordinator
Florida Sheriffs Association
2617 Mahan Drive
Tallahassee, Florida 32308
COOP@flsheriffs.org

The electronic cover sheet must be completed with dealership name, contact person, telephone number and mobile phone number, and bidder shall check the appropriate box indicating whether the submittal is an Original or Copy. The cover sheet must be placed in the front cover of the view binder.

Separate bid packages must be submitted for each individual dealership for which a bid was submitted through VEBA. The bid package must include:

- A printed copy of the submitted bid (printed after final bid submission takes place)
- Manufacturer's print-out (Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent) for each vehicle on which a bid is submitted. The Manufacturer's print-out shall indicate an order code for the Manufacturer's base model, all standard equipment, and any optional components required to provide the base vehicle as outlined in the bid solicitation. Dealer installed aftermarket components are required to meet the base vehicle specified must be identified, in writing, on the printout.

- For specifications or units that do not produce a manufacturer's print-out, bid package must include manufacturer's documentation that includes standard equipment and such other information that provides verification that such item meets the base specification.

- Pricing Sheet for Emergency Vehicle Lighting (if applicable)

- Contract Signature page. Bidder must complete the Signature Page in its entirety, and must indicate by signature on the form that bidder has read and understands the provisions contained in this Invitation to Bid.

- Bidder will check the appropriate box indicating whether the submittal is an Original or Copy. All bids must show the company name and be manually signed (no rubber stamps, facsimile signatures, etc.) in ink by a dealer principal and an employee who has the authority for bid submission if such employee is not a dealer principal. Unsigned bids will be rejected.

- The bid package must be received at the Florida Sheriffs Association according to the date and time specified in the Bid Calendar. Failure to meet all submission requirements by the dates indicated in the Bid Calendar will result in rejection of the bid. See 2.17 Late Bids.

- By virtue of its bid submission, Contractor acknowledges its obligation to sell vehicles in all zones for which it is awarded.

3.9 BID OPENING AND ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD

Bids will be opened on the date and time indicated in the Bid Calendar and will be evaluated thereafter. Although prices will not be read, bidders may attend, but it is not a requirement.

The FSA Cooperative Bid Coordinator will electronically post the initial bid tabulation results and any and all awards on the VEBA website according to the time outlined in the Bid Calendar.

If the posting of the initial bid tabulation results is delayed, in lieu of posting the notice on the date indicated on the Bid Calendar, the FSA Cooperative Bid Coordinator will post a notice of the delay and a revised date for posting of results.

3.10 BID EVALUATION CRITERIA

Eligible responsive bids will be evaluated to determine if all contract bid requirements are met. Bids that do not meet all contract requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as nonresponsive.

Bidder must have the necessary facilities, personnel and expertise, and must be prepared, if requested by the FSA Contract Administrator, to present evidence of such experience, including evidence of EVT certified technicians to perform installation of emergency lighting for applicable specifications.

The FSA Contract Administrator reserves the right to investigate or inspect at any time during the bid award process and the contract period as to, whether the product, qualifications, or facilities offered by Bidder meet the contract requirements.

Bidders whose bids, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. In determining past performance, the FSA Contract Administrator will give strong consideration to the nature and number of complaints received from Customers regarding a previously awarded dealer. The FSA Contract Administrator may use discretion in determining which bids meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

The FSA Contract Administrator may use discretion in accepting or rejecting any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if determined that doing so will serve the best interest of the local government agencies of the State of Florida. The FSA Contract Administrator may reject any responses not submitted in the manner specified by solicitation documents

3.11 BASIS FOR AWARD

The FSA Contract Administrator shall award the bid to the lowest and best responsive bidder by specification, by manufacturer and by zone to bidders who have met the qualifications based on facilities, financial resources, and can demonstrate their ability to perform the work in a satisfactory manner.

Bidders, who routinely demonstrate significant deficiencies in providing excellent customer service during the contract period prior to the issuance of this bid, may have their bid rejected or limited to the number of regions they can be awarded in this bid cycle. For purpose of this contract the term “significant” as determined by the Florida Sheriffs Association. In cases where the manufacturer is the core of the issue then the dealer must provide evidence of timely communication to the complainant and the FSA.

Bidders are hereby advised that the FSA Contract Administrator may use discretion in rejecting any bid proposal not considered to be competitive in nature based on the best pricing information available.

The FSA Contract Administrator may use discretion in rejecting any or all bids, in whole or in part, and/or make or limit awards either as individual items or as a total combined bid, whichever they consider to be in the best interest of the local governmental agencies of the State of Florida, and to waive any informality in any proposal.

The add options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. See 3.4 Option Pricing for additional criteria.

3.12 BID WITHDRAWAL

Bidder warrants by virtue of bidding the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening unless otherwise stated. Bidders will only be allowed to withdraw their bids after the opening time and date at the discretion of the FSA Contract Administrator and in the best interest of FSA.

3.13 ZONE BIDDING

Bidders are allowed to condition their bid for award in one or more geographic zones depicted on the zone map included. A Space is provided for bidder to indicate zone bidding. Absence of any indication to the contrary, ALL bids will be considered statewide.

3.14 APPROVED EQUIVALENTS REV 6/14

The term "Approved Equivalent" is used to allow a bidder to bid components or equipment that are equal to the components or equipment described in the detailed specifications. The FSA Contract Administrator shall have the sole authority to determine approved equivalents.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

If bidder offers a make or model of equipment or supplies other than those specified in the following, it must so indicate in the bid submittal.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and MUST BE INCLUDED WITH THE BID. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

Dealers offering alternate makes, manufacturers of vehicles or equipment not specifically identified in the bid cannot utilize or publish the offering as an "OPTION" within the bid specification and detail.

3.15 IDENTICAL TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual services preference shall be given to businesses with qualifying drug-free workplace programs. Refer to 1.52 Tie Bids.

In case of tie bids and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within (A SPECIFIC ZONE)
- Bidder Within the (STATE of FLORIDA)
- Dealers track record with Customer Service

3.16 TAX EXEMPTIONS

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Customers shall comply with all federal, state and local tax requirements.

3.17 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

3.18 DELIVERY

All fees must be included in base price and prices shall be firm and are to be F.O.B. Destination, delivered to the individual participating user agency. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. All items delivered or installed at any location of the participating agencies must include all manufacturer's standard equipment and warranties.

3.19 PROTESTS AND ARBITRATION

Any person who proposes to file an action protesting a decision or intended decision pertaining to this bid or the resulting contract should refer to 1.38 Authority to Resolve Protested Bids and Proposed Awards.

Additionally, the person or entity filing such protest shall post with the Florida Sheriffs Association at the time of filing the formal written protest or within the 10 business day period allowed for filing the formal written protest, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to $5,000.00, which bond or security will be conditioned upon the payment of all cost which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. For the purpose of bid protests, the filing party shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within 72 hours of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within 10 business days of the FSA bid protest decision. Any person who files for arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to $5,000.00. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA bear the cost of their own attorney fees.

For the purpose of arbitration, the filing party shall not stay the implementation of the bid award by the Florida Sheriffs Association.

3.20 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealers License in order to bid and all bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

FSA Contract Administrator reserves the right to periodically request additional or updated information from a dealer regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA Contract Administrator may also exercise discretion in examining such facility as deemed necessary.

3.21 NON-PERFORMANCE

Contractor shall at all times during the contract term remain responsive and responsible. In determining Contractor's responsibility as a vendor, the FSA Contract Administrator shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.

Contractors that are not in compliance with any of the provisions of this contract may be fined (see schedule of fines below), suspended and or terminated from the contract and future competitive bid solicitations at the discretion of the FSA Contract Administrator.

In some instances, contractors may be required to develop corrective action plans to address contract compliance. In situations where there is evidence the dealer, contractor, fleet sales manager or other representative has demonstrated egregious breaches of the contract or trust to both with the FSA and the customer, the contract will automatically be terminated and the dealer and their representative will be removed from future solicitations for a period up to three (3) years.

Failure to abide by corrective action plans will result in the dealer and the dealer representative to be terminated from the contract and future competitive bid solicitations at the discretion of the FSA Contract Administrator.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year and/or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the Customer, any misrepresentation of optional equipment or service as being "factory" that fails to meet the definition as described in this document, and any other practice deemed to be outside of the intent of the contract.

Any contractor, who is presented with a valid purchase order as a result of a bid award for this contract, is required and bound by this contract to accept such purchase order(s) and deliver the product(s); regardless if the vehicle(s) or equipment is a base model or includes options at a higher cost. The contractor must deliver this vehicle regardless of profit or loss based on their respective bid. Failure to deliver said vehicles or equipment will result in the ordering agency and the FSA seeking damages for the difference of cost to issue the exact same order with another contractor plus any legal fees and damages that may be incurred in the process to facilitate a completed order.

All terms and conditions are applicable throughout the term of the contract and not any given "Year, Make or Model".

Schedule of Fines – The list of fines are a minimum result of non-compliance.
Failure to submit monthly report on time…… $25.00 per day
Lost Purchase Order* (PO) – 1st Offense …….. $100.00
Lost Purchase Order* (PO) – 2rd Offense …….. $250.00 per Vehicle
Lost Purchase Order* (PO) – 3rd Offense will result in removal from the contract.
Failure to place order within ten (10) business days……..$100.00 per day
Failure to issue acknowledgment of Purchase Order to Agency and/or FSA within the 14 calendar days as per 3.54 of the terms and conditions…… $100.00 per P.O.
Failure to Report Sales …… .0075 plus 1.5% each month following the delivery date.
*Each report of a lost purchase order will be handled on a case by case basis. REV 6/14

→ *Line Item 3.22 to 3.50 Not Assigned* ←

3.51 FACTORY INSTALLED

Aftermarket parts, modifications and factory produced parts and components ordered as parts and installed by the dealer, or a Contractor, do not meet the requirements of "Factory Installed" components, and will be rejected for noncompliance with the requirements of the specification.

In the event a component(s) that does not meet the specifications is found to be installed on a vehicle before or after the vehicle has been accepted by the customer, the Contractor shall be required to replace the vehicle with a vehicle that meets the required specifications, INCLUDING ALL FACTORY INSTALLED COMPONENTS. In the alternative, the customer shall decide whether they will accept dealer installed components.

3.52 EQUITABLE ADJUSTMENT

The Contract Administrator may make an equitable adjustment in the contract terms or pricing in the contract at its discretion. Adjustments to pricing may occur for various reasons, such as pricing or availability of supply (i.e. material surcharge) is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the contractor's control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the contractor that continued performance of the contract would result in a substantial loss.

When requesting an adjustment, including but not limited to price increases, the following must be submitted to the Contract Administrator:

- A letter of request from the contractor, including the specification number and model listed in the contract, along with the requested changes;
- When requested adjustment is based on production cutoff of a currently listed model, a letter of affirmation from the manufacturer;
- When requested adjustment includes model changes, manufacturer's documentation of items included in the proposed model in order to determine that the proposed model meets the base specification;
- Currently published MSRP Listing

3.53 PRE-DELIVERY SERVICES

Bidder's attention is directed to the pre-delivery service requirements as detailed. To assure proper pre-delivery service, the contractor shall provide, at time of delivery, a completed copy of the manufacturer's standard retail sale pre-delivery inspection form (examples are listed below).

- CHRYSLER NEW PREPARATION, INSPECTION AND ROAD TEST
- FORD PRE-DELIVERY SERVICE RECORD
- GM NEW VEHICLE INSPECTION PROCEDURE
  (Or manufacturer's latest pre-delivery form)

3.54 ORDER, DELIVERY AND LIQUIDATED DAMAGES REV 6/14

A. Order

1) Eligible customers shall issue a purchase order to the contractor, and such purchase order shall bear the contract or bid number, specification number, customer's federal identification number and contact information (phone number and email address) shall be placed by the customer directly with the contractor, and shall be deemed to incorporate the contract solicitation terms and conditions. Required delivery or due dates should be discussed with the dealer at the time of the quote. It is important to note that dealers do not have ANY control over production delays in schedules from the manufacturer.

   While it is recommended that the agency purchase from the "region" which is closest to their location, it is not mandatory to do so, however, ordering from outside the local region may result in additional cost for delivery.

2) Purchasing agency is required to forward an executed copy of the purchase order to the Florida Sheriffs Association Cooperative Bid Coordinator (by email, fax or hard copy) at the same time the purchase order is released to the contractor.

3) If a contractor receives a purchase order for a specification for which they were not awarded, the contractor must notify the customer and return the purchase order to the customer within three (3) business days.

4) Contractor shall state in space provided on each price sheet the approximate time required for delivery after receipt of purchase order. See contractor limitations noted in 3.54 A.1.

5) All vehicles ordered prior to manufacturer's close of production and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

6) Contractor shall place order with manufacturer within ten (10) business days after receipt of purchase order. Contractor shall assure that all orders are placed in full compliance with the specifications and purchase order.

7) It is the contractor's responsibility to insure that the vehicle ordered by the customer is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The contractor's acceptance of a customer's order will

indicate that the contractor agrees to deliver a vehicle that will be fully compatible with all of its options.

8) Any changes that are required to bring a vehicle into compliance with its various options due to an incorrect order will be accomplished at the contractor's expense.

9) A "Confirmation of Order" form shall be completed and returned to the customer placing order(s) against this contract, (a sample copy of the confirmation form is included) within fourteen (14) calendar days after receipt of purchase order without prompting or notification by the customer.

Any additional information needed to complete this form should be obtained by contacting the customer. The form may be modified to accommodate each customer individually as necessary.

B. Delivery

1) Contractor shall complete delivery of the vehicle to the customer within fourteen (14) calendar days after receipt of the vehicle(s) from the manufacturer or equipment supplier. Vehicles originating as an incomplete vehicle would be exempt.

2) Receipt of a vehicle by the contractor is defined as acceptance of the vehicle(s) from a common carrier at the contractor's place of business or any third party's place of business.

3) Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws and ordinances. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars. All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. Incomplete vehicles would be exempt.

4) At the purchaser's option, a vehicle with more than 350 odometer miles may be rejected or $0.51 cents per mile in excess of 350 miles may be deducted from the invoice, unless previously approved by the purchasing agency. This requirement also applies to redelivery of vehicles which were rejected upon delivery. In any event, all warranties shall begin at the time of delivery and final acceptance by the purchaser.

5) Warranty Start Date - If the purchaser needs to reset the warranty start date because of an extended delivery date, they must do so by contacting the dealer in writing. Incomplete vehicles or vehicles delivered to an up fitter would not qualify for a revised start date unless the vehicle is in the control of the dealer during the up fit.

6) All bids are FOB to the agency within their respective awarded region. Any agency purchasing vehicles and equipment from a region outside their perspective area may incur additional delivery expense. If the dealer, at the request of the purchasing agency delivers vehicles or equipment to an alternate location other than home base and is outside the scope of the purchase order, this will conclude the dealer's responsibility for delivery. Any exception is invalid unless the agreement (quote, purchase order, or other written document states otherwise.

7) Contractor shall notify agency personnel designated on purchase order no less than 24 hours prior to delivery. Deliveries will be accepted only between 8:00 A.M. and 3:30 P.M. on agency's normal work days. Transport deliveries must be unloaded and ready for inspection prior to 3:00

P.M. Deliveries not complying with these requirements may be rejected and will have to be redelivered at contractor's expense.

8) All vehicles must contain no less than 1/4 tank of fuel as indicated by fuel gauge at time of delivery, except for vehicles and equipment with tanks over thirty five (35) gallons in capacity, which must contain a minimum of ten (10) gallons of fuel.

C. Liquidated Damages

1) Should the contractor fail to comply with the requirements in Section 3.54.B.6 above, the agency may invoke liquidated damages of $20.00 per day per unit for each day beyond the specified delivery requirements.

2) Forced Majeure. Liquidated damages shall not be assessed for a delay resulting from the contractor's failure to comply with delivery requirements if neither the fault nor the negligence of the contractor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the contractor's control, or for any of the foregoing that subcontractors or suppliers if no alternate source of supply is available to the contractor. In case of any delay the contractor believes is excusable, they shall notify the customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose,

if the vendor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the vendor first had reason to believe that a delay could result. The foregoing shall constitute the contractor's sole remedy or excuse with respect to delay.

3.55 QUANTITY DISCOUNTS – The dealer has the authority to offer additional discounts based on quantity.

3.56 ACCEPTANCE

It is the purchaser's responsibility to thoroughly inspect each vehicle prior to acceptance. Copies of the bid specifications and purchase order for the vehicle will be delivered with the vehicle. Purchasers are to inspect the vehicle and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle meets or exceeds the requirements of the technical bid specifications and purchase order. Purchasers are to inspect the vehicle for physical damage.

Delivery of a vehicle to a customer does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle meets contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment will be withheld until such time as the contractor completes the necessary corrective action. Units shall be delivered with each of the following documents completed/included:

a. Copy of "Customer's Purchase Order"
b. Copy of the applicable "Vehicle Specification"
c. Copy of "Manufacturer's Invoice" or "Window Sticker". Copy of manufacturer's invoice if vehicle model is not delivered with a window sticker. Prices may be deleted from manufacturer's invoice.

d. Copy of "Pre-Delivery Service Report"
e. "Warranty Certification"
f. Owner's manual
g. DHSMV 82040, "Application for Certificate of Title and/or Vehicle Registration" (for signature of authorized representative). This document will not be included if the contractor/dealer is providing the tag and title.

Deliveries that do not include the above forms and publications will be considered and incomplete and will be refused.

3.57 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the contractor and customer placing orders against this contract. Contractors must invoice each customer independently from the Florida Sheriffs Association and the Florida Association of Counties for vehicle(s) purchased from this contract.

The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods. Upon receipt of goods, a customer has three (3) working days to inspect and approve the goods and services. The Local Government Prompt Payment Act (as stated in Sections 218.70–218.80, Florida Statutes); will apply to ensure timely payment of contractor invoices.

The invoice(s) shall indicate the following but is not limited to these requirements:

Shipping location, purchase order number, contract number, quantity shipped, price, date, make, model and serial number of vehicle(s).

3.58 INADEQUATE SERVICE

When equipment requires service or adjustments upon delivery, the contractor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer, or others, to remedy the defect. Such service or adjustments shall be initiated by the contractor within forty-eight (48) hours (not including weekends and holidays) after notification by a customer. Delivery will not be considered complete until all service and/or adjustments are satisfactory and the equipment redelivered.

The provisions of the delivery paragraph shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the contractor until the equipment is satisfactory and accepted by the customer.

3.59 WARRANTY, REPAIRS AND SERVICE

Failure by any manufacturer's authorized representative to render proper warranty service/ adjustments, including providing a copy of the warranty work order to the customer, shall subject that representative and the contractor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the Contract Administrator.

3.60 FSA ADMINISTRATIVE FEES FOR ALL SPECIFICATIONS rev 6/14

Dealers ARE to include a three quarters of one percent (.0075) administrative fee in their base bid prices and their quotes and pricing for all additional equipment items (add options), excluding any state regulated fees including tags.

The three quarters of one percent (.0075) will be incorporated into and made a part of the total invoice amount and shall not be treated or added as a separate line item. Fees are based on the total invoice cost of the new vehicle or equipment and excluding trade-ins. Trade-ins and other exchanges will not reduce or impact the fee calculation. No Other administrative fee(s) will be applicable to any transaction relative to the contract.

3.61 CONTRACTING DEALERS' ACTIVITY REPORTS and SCHEDULE AND FEE DEPOSIT REQUIREMENTS REV 07/14

Purchase order copies to FSA:

- Are due **upon receipt** by the dealer. They are considered late within five (5) business days.
- Please scan a complete copy of the PO and forward by email to COOP@flsheriffs.org .
- Place the following in the subject line. PO (dealer's name). Example: PO Spoton Motor Sports

Administrative fees to FSA:

- Activity Reports are due **quarterly** (see schedule below) no later than the 15th of the month following the end of the quarter and should be sent by email to COOP@flsheriffs.org .
- **ALL awarded contractors MUST file a signed and dated quarterly report with their deposit**. Should there be no activity during a given quarter, Contractor is required to submit a report, and must indicate "NO SALES THIS QUARTER" on the report.

October 1 – December 31	January 1 – March 31
April 1 – June 30	July 1 – September 30

- No copies of purchase orders are necessary for the quarterly report. They should already be on file pursuant to Purchase order copies to FSA: section above.
- Activity Report must be complete with the name of the dealer and the date: Example October 2014. It is no longer necessary to indicate the quarter on the top of the report.
- Check should be received by the FSA no later than the 20th of the month following the closing of the quarter.
- Activity Reports which do not adhere to the required format and/or not supported by complete, legible copies of all purchase orders in their entirety previously submitted pursuant to Purchase order copies to FSA: section above will be returned to the reporting dealership for correction of cited deficiencies.

After receipt of payment from contract purchases, all administrative fees shall be payable by the Contractor to the Contract Administrator no later than 15 days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a detailed Quarterly Activity Report as defined in 3.61 "Summary of Total Sales" of the contract. By submission of these Quarterly Activity Reports and corresponding fee deposits, the Contractor is certifying the accuracy of such reports and deposits. All reports and fee deposits shall be subject to audit by the FSA or their designee. Copies of customers' original purchase orders will be used by the FSA as a check and balance measure.

Contractors that fail to submit fees and Quarterly Activity Reports will incur a $25 per day late fee for every day that fees and reports are past due, beginning on the eleventh (21st) day of the month following the end of the quarter.

Such fees are to be included in contractor's fee submission; however, any applicable late fees that are not included in the fee submission will be returned to the contractor as an incomplete report. Late fees which are outstanding more than 45 days can result in disqualification as a bidder in future year's solicitation.

All notices for quarterly reports will be sent via e-mail – there will be no faxed reminders for contractors to submit quarterly reports. All participating contractors will be responsible for making sure that the Contract Administrator has the correct e-mail address for the person responsible for all quarterly reports. This information must be submitted to the FSA Bid Coordinator at Fleet@flsheriffs.org .

Failure to submit fees with accompanying Activity Reports, even if there are no sales, within 30 calendar days following the end of each quarter will result in the dealer being found in default. All re-procurement cost may be charged against the defaulting dealer and may result in immediate cancellation of your contract and removal from its bidder's list.

FSA

SPECIAL CONDITIONS – 4.0

4.0 General Requirements for all Vehicles
4.0.1 HYBRIDS and other ALTERNATIVE FUELED VEHICLES (previously 3.63)
4.1 Specifications
4.2 Police Rated Vehicles
4.3 Special Service Vehicles (SSV)
4.4 Spare Tires
4.6 Cab and Chassis Purchases
4.6 Factory Ordered Options
4.7 Federal and State Vehicle Manufacturing Standards
4.8 Vehicle Delivery
4.9 Dealer/Contractor Installed Equipment
4.10 Production Cutoff

FSA

SPECIAL CONDITIONS – 4.0

4.0 GENERAL REQUIREMENTS FOR ALL VEHICLES

The requirements specified herein apply to ALL vehicles purchased under the terms and conditions of this contract. This specification is not complete without the specific requirements described in the detailed specifications for the particular vehicle to be purchased. In the event there is a conflict between the requirements of this specification and those of the enclosed detailed specifications, the requirements as stated in the detailed specifications over and above the vehicle standard equipment for the vehicle to be purchased shall apply.

4.0.1 HYBRIDS and other ALTERNATIVE FUELED VEHICLES Moved from 3.63

The Florida Sheriffs Association and the Florida Association of Counties encourage the purchase of alternative fueled vehicles. Bidders shall provide prices for any standard production, special productions, limited production or experimental vehicles available from the vehicle manufacturer for any of the classes of vehicles specified in this bid. State the production status of the vehicle and enclose any and all available literature and information for each specification bid.

4.1 SPECIFICATIONS

All units covered by this specification and the detailed specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with ALL standard factory equipment in accordance with the manufacturer's latest literature. Bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

All bidders will be required to bid on the models listed in each designated specification.

All bidders will be required to provide any information requested on the price sheets, such as manufacturer and model number of various components, or may have their bid rejected.

All equipment, options, and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

4.2 POLICE RATED VEHICLES/MOTORCYCLES (PPV):

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles were historically referred to as "Pursuit Rated".

These evaluations are not designed to recommend a particular product but to serve as a resource of information on vehicles which are currently being offered for police service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid specification the following recognized authorities are as follows;

STATE OF MICHIGAN Department of State Police and
Department of Technology, Management and Budget
Police Vehicle Evaluation Program
http://michigan.gov/documents/msp/VehicleTestBook2013-sm_406312_7.pdf

Excerpt from the State of Michigan General introduction.
"We recommend you review the information contained in this report and then apply it to the needs of your agency.
This report is not an endorsement of products, but a means of learning what's available for your officers so they can do their job effectively and safely. If anything in this report requires further explanation or clarification, please call or write."

LAPD LAW ENFORCEMENT VEHICLE TEST AND EVALUATION PROGRAM http://www.lasdhq.org/sites/car-test/2013.pdf

Preface from LAPD Evaluation Report
"The Los Angeles County Sheriff's Department first implemented its police vehicle testing program in 1974. Since that time, our department has become nationally recognized as a major source of information relative to police vehicles and their use. It is our goal to provide law enforcement agencies with the information they require to successfully evaluate those vehicles currently being offered for police service.

The Los Angeles County Sheriff's Department is proud to publish this information, via the internet, to all law enforcement agencies. Since the inception of our vehicle testing program in 1974, we have continually refined our efforts in this area in order to provide the law enforcement community with the most current information available. During the 1997 model year testing, the Sheriff's department expanded its existing criteria to include an urban or "city street" pursuit course. This course consists of multiple city block distances punctuated by the various types of turns normally found in most inner city environments. The "city street" course is designed to simulate the conditions encountered by most officers working in typical urban communities. The test is only conducted on vehicles offered with a factory "Police Package".

Since many law enforcement agencies buy "non-pursuit" vehicles, we also test vehicles offered in a "Special Service" configuration when offered by the Manufacturers. These vehicles are tested in a similar fashion as "Police Package" vehicles however we do not subject them to the city street pursuit course. The booklet is not intended as a recommendation for any specific vehicle contained within.

The Sheriff's Department conducts the vehicle testing program in order to accomplish two primary goals. To provide law enforcement agencies with the data necessary to assist those in the vehicle selection process, and to provide the various vehicle manufacturers with the input necessary to better meet the needs of law enforcement.

We recognize the fact that individual agency needs can be influenced by cost, operational considerations and other factors.

Our testing process is designed to address the law enforcement officer's operational requirements in terms of vehicle performance, vehicle safety, and comfort. The fleet maintenance interest is addressed by performing an extensive mechanical evaluation on each vehicle submitted. Each test is designed and executed to simulate actual field conditions as closely as possible.

The vehicles being tested are driven on city streets and interstates, as well as the performance track, by law enforcement personnel. The maneuvers duplicated during the electronic test procedures are those encountered in actual patrol and emergency operations which the law enforcement officer may encounter in the field. Interpretation of test results is the responsibility of each agency. The importance with which each individual phase is weighted is a subjective decision which should be made by each agency based upon that agency's needs."

4.3 SPECIAL SERVICE VEHICLES (SSV):

Vehicles in this category, in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation (see 4.2). These vehicles are often referred to as "Special Service Vehicle" and often used in Public Safety applications and other areas of government. Please refer to manufactures published information for detailed information regarding these vehicles.

4.4 SPARE TIRES

It is important to note "Full Size" spare tires are not standard with all vehicles regardless of Manufacturer, Make or Model. It is the end users responsibility to ensure your vehicle order meets your agencies specifications.

4.5 Cab and Chassis Purchases

Cab and Chassis can be purchased from the dealer without any required additional fitting by the dealer. However, the dealer upon sale of an incomplete chassis is not required to register/title the incomplete vehicle unless the up fitting is completed by the dealer or the dealers licensed and certified up fitter. If an agency chooses to up fit the chassis utilizing a 3rd party vendor and the work is outside of the scope of the purchase order issued to the dealer by the agency, then the 3rd party vendor is liable to perform all the prerequisites of the state and issue the appropriate registration/title to the agency upon completion of the work.

It is highly recommended that all up fitting of cab and chassis be performed by vendors who are licensed/certified to perform such work to avoid unnecessary exposure to any possible future liability as a result of the up fitting.

4.6 FACTORY ORDERED OPTIONS:

ALL factory ordered options are to be "OEM and factory installed" unless otherwise noted by the dealer and acknowledged in writing by both the dealer and the customer. Verbal agreements will not be recognized; if any exception to the delivered product is taken be the dealer or the customer.

4.7 FEDERAL AND STATE VEHICLE MANUFACTURING STANDARDS:

In addition to equipment specified by these specifications and by the applicable detailed specifications, vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with all EPA Emission Standards, Federal Motor Vehicle Safety Standards as established by the U.S. Department of Transportation, NHTSA, regarding the manufacture of motor vehicles.

4.8 VEHICLE DELIVERY

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- Standard Dealer and Manufacturer protocol for new vehicle delivery plus;
- Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. DO NOT remove window price sticker or supplied line sheet;
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Owner's manual and warranty manual to accompany each vehicle;
- All specified as "factory installed" is to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no dealer installed equipment will be accepted as "factory installed". Vendors found supplying aftermarket or dealer installed equipment where "factory installed" are specified may be required to retrieve all vehicles delivered and reorder new vehicles meeting the specifications.
- Manufacturer's suggested retail price list sheet (window sticker) form MUST be in the vehicle when it is delivered to the purchasing agency. Vehicles that are missing this form, or have forms that have been altered, will not be accepted;

4.9 DEALER/CONTRACTOR INSTALLED EQUIPMENT REV 6/14

All dealer installed accessories (roll bar, trailer hitch, etc.) shall be installed according to the manufacturer's specifications.

All such accessories must be manufactured by a recognized manufacturer of the product provided, unless the accessory is not available from a recognized manufacturer. *Dealer is required to disclose "Make/Model" of product being offered* and the location, design, and model must be approved by the customer prior to installation. Dealer *must also disclose the warranty of any item that less than or exceeds factory vehicle factory warranty coverage.*

An awarded contractor that employs or subcontracts technicians to install emergency equipment on vehicles purchased on this contract are required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The Florida Sheriffs' Association Contract Administrator may at any time during the contract period request proof of the required certification.

Any awarded contractor that violates this provision will be considered in default of the contract. The contract may then be terminated upon ten day written notice of said violation.

4.10 PRODUCTION CUTOFF

Contractor shall notify the Contract Administrator, in writing, no less than sixty (60) calendar days prior to the close of "Fleet Final Order Date".

Purchase Orders received by the contractor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the cutoff date will be subject to availability.

If a purchase order has been timely received by the contractor and the manufacturer and the manufacturer fails to produce/deliver the production year vehicle, the contractor must provide the next year's equivalent model at current contract prices.

Purchase Orders received by the contractor after the cutoff date, the contractor and manufacturer at their sole discretion may choose to provide next year's model at current year's prices until the end of the contract term.

FSA

Contract 15-23-0904 Award Dealers Contact Information

Edited 10/26/2015

Company	First_Name	Last_Name	Email_Address	Address	City_State-Zip	Phone	Mobile	Fax
Alan Jay Chevrolet, Buick, GMC, Cadillac	Chris	Wilson	chris.wilson@alanjay.com	441 US Hwy 27 North	Sebring, FL 33870	863-402-4234	863-381-3411	863-402-4221
Alan Jay Chevrolet, Buick, GMC, Cadillac	Scott	Wilson	scott.wilson@alanjay.com	441 US Hwy 27 North	Sebring, FL 33870	863-402-4234	863-991-4693	863-402-4221
Alan Jay Chrysler, Jeep, Dodge, Ram	Chris	Wilson	chris.wilson@alanjay.com	1405 US HWY 17 South	Wauchula, FL 33873	863-402-4234	863-381-3411	863-402-4221
Alan Jay Chrysler, Jeep, Dodge, Ram	Scott	Wilson	scott.wilson@alanjay.com	1405 US HWY 17 South	Wauchula, FL 33873	863-402-4234	863-991-4693	863-402-4221
Alan Jay Ford	Chris	Wilson	chris.wilson@alanjay.com	3201 US Hwy 27 South	Sebring, FL 33870	863-402-4234	863-381-3411	863-402-4221
Alan Jay Ford	Scott	Wilson	scott.wilson@alanjay.com	3201 US Hwy 27 South	Sebring, FL 33870	863-402-4234	863-991-4693	863-402-4221
Alan Jay Nissan	Chris	Wilson	chris.wilson@alanjay.com	1700 Flare Road	Sebring, FL 33870	863-402-4234	863-381-3411	863-402-4221
Alan Jay Nissan	Scott	Wilson	scott.wilson@alanjay.com	1700 Flare Road	Sebring, FL 33870	863-402-4234	863-991-4693	863-402-4221
Alan Jay Toyota, Scion	Chris	Wilson	chris.wilson@alanjay.com	404 US Hwy 27 North	Sebring, FL 33870	863-402-4234	863-381-3411	863-402-4221
Alan Jay Toyota, Scion	Scott	Wilson	scott.wilson@alanjay.com	404 US Hwy 27 North	Sebring, FL 33870	863-402-4234	863-991-4693	863-402-4221
Auto Nation Chevrolet - Pembroke Pines	David	Fridgant	fridgantd@autonation.com	8600 Pines Boulevard	Pembroke Pines, FL 33024	954-447-2150		
Auto Nation Chrysler Dodge Jeep Ram - Pembroke I	Steve	Henry	schenry1@comcast.net	13601 Pines Boulevard	Pembroke Pines, FL 33027	954-441-2034	954-383-1009	954-441-2004
Beck Auto Sales	Chuck	Boner	chuckboner@checkbeck.com	256 Hwy 17 North	Palatka, FL 32177	386-328-2775	386-546-3034	386-328-0891
Beck Nissan	Chuck	Boner	chuckboner@checkbeck.com	252 Hwy 17 North	Palatka, FL 32177	386-328-2775	386-546-3034	386-328-0891
Daytona Harley-Davidson	Barry	Kuhnly	bkuhnly@brhd.com	1637 North US Highway 1	Ormond Beach, FL 32174-2539	954-257-2073	954-257-2073	386-671-7077
Deland Truck Center	Howard	Williams	howard@delandtruckcenter.com	1208 S Woodland Blvd	Deland, FL 32720	386-734-8740	386-801-4187	
Don Reid Ford	Eric	Jore	elore@aol.com	1875 S. Orlando Ave.	Maitland, FL 32751	407-644-8111	407-234-5116	407-647-4779
Don Reid Ford	Brooke	Heath	brookeh@donreidford.com	1875 S. Orlando Ave.	Maitland, FL 32751	407-644-8111		407-647-4779
Duval Ford	Richard	Tackett	richard.tackett@duvalfleet.com	5203 Waterside Drive	Jacksonville, FL 32210	904-388-2144	904-343-6266	800-766-7027
Duval Ford	Matt	Forte	matt.forte@duvalfleet.com	5203 Waterside Drive	Jacksonville, FL 32210	904-388-2144	904-387-6541	800-766-7027
Duval Ford	Laura	Torbett	laura.torbett@duvalfleet.com	5203 Waterside Drive	Jacksonville, FL 32210	904-388-2144	904-387-6541	800-766-7027
Garber Chevrolet Buick GMC	Ryan	Davis	RDavis@garberautomall.com	3340 Hwy 17	Green Cove Springs, FL 32043	904-264-2442		904-284-0054
Garber Chryler Dodge Jeep Ram Truck	Ryan	Davis	RDavis@garberautomall.com	3408 Hwy 17	Green Cove Springs, FL 32043	904-264-2442		904-284-0054
GHC Motorsports	Cory	Cole	cole.ghcfl@yahoo.com	614 US Hwy 27 South	Lake Placid, FL 33852	863-699-2453		863-699-2639
Golf and Electric Vehicles	Jason	Brownell	jbrownell@gevehicles.com	17051 Jean Street #1	Fort Myers, FL 33967	239-867-8555		239-267-9621
Greentech Automotive	Jim	vanDusen	jim.vandusen@wmgta.com	11926 Glen Hope Ln.	Charlotte, NC 28269	703-666-9001	910-315-2986	704-496-2278
Hub City Ford	Joseph	Windrow	windrow1@windrowfleetsales.com	4060 S Ferndon Blvd.	Crestview, FL 32536	888-721-9513	850-393-4723	
Kelley Buick GMC	Kyle	Davis	kdavis@kelleybuickgmc.com	255 W Van Fleet Dr	Bartow, FL 33830	863-448-9063		
Lou Bachrodt Chevrolet of Coconut Creek	Jack	Mulvihill	jmulvihill@loubachrodt.com	5500 FL-7	Coconut Creek, FL 33073	954-374-7978	954-789-6395	954-247-5218
Moto Electric Vehicles	Ted	Jackrel	tjackrel@motoelectricvehicles.com	58 W 9th St	Atlantic Beach, FL 32233	904-247-1818	904-838-8189	904-247-2229
MV1 of Tampa	Don	Fisch	dfisch@gatorford.com	11780 Tampa Gateway Blvd	Seffner, FL 33584	813 980-3673	813 625-1034	813 980-0678
Orlando Freightliner	Bob	Scharpnick	BScharpnick@orlandofreightliner.com	2455 South Orange Blossom Trail	Apopka, FL 32703	407-295-3846	407-509-6651	407-291-1382
Palmetto Ford Truck Sales	David	Yglesias	david@palmettotruck.com	7245 NW 36th St	Miami, FL 33166	904-608-4240	904-608-4240	877-307-1927
Rountree-Moore Chevrolet, Cadillac, Nissan	Rick	Hoening	Rick.Hoening@rountreemoore.com	4316 US Hwy. 90 W.	Lake City, FL 32055	904-608-4240	904-608-4240	877-307-1927
Rountree-Toyota	Rick	Hoening	Rick.Hoening@rountreemoore.com	1232 W. US Hwy. 90 W.	Lake City, FL 32055	904-608-4240	904-608-4240	877-307-1927
Stingray Chevrolet	Peter	Popiel	MAGICPETERFLEET@GMAIL.COM	2002 N. Frontage Rd.	Plant City, FL 33563	813-473-2001		813-359-5476
WBG Enterprises	Bob	Bachman	Bob@wbgswfl.com	27800 Old 41 Road	Bonita Springs, FL 34135	239-495-9898	239-250-0773	239-947-4414

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Company	First_Name	Last_Name	Email_Address	Address	City_State-Zip	Phone	Mobile	Fax
ACF Standby Systems	Carlos	Aceituno	c.aceituno@acfpower.com	9311 Solar Dr	Tampa, FL 33619	800-282-5359	407-450-5393	866-566-4238
Ag-Pro	James	Strange	JStrange@agprocompanies.com	63rd Street	Ocala, FL 34475	352-817-0445		352-351-2523
Alamo Group (TX), Inc.	Melanie	Deleon	mdeleon@alamo-group.com	1502 E. Walnut	Seguin, TX 78155	830-372-9594		800-242-5266
Alan Jay Chevrolet, Buick, GMC, Cadillac	Chris	Wilson	chris.wilson@alanjay.com	441 US Hwy 27 North	Sebring, FL 33870	863-402-4234	863-991-4693	863-402-4221
Alan Jay Chevrolet, Buick, GMC, Cadillac	Scott	Wilson	scott.wilson@alanjay.com	441 US Hwy 27 North	Sebring, FL 33870	863-402-4234	863-381-3411	863-402-4221
Alan Jay Chrysler, Jeep, Dodge, Ram	Chris	Wilson	chris.wilson@alanjay.com	1405 US HWY 17 South	Wauchula, FL 33873	863-402-4234	863-991-4693	863-402-4221
Alan Jay Chrysler, Jeep, Dodge, Ram	Scott	Wilson	scott.wilson@alanjay.com	1405 US HWY 17 South	Wauchula, FL 33873	863-402-4234	863-381-3411	863-402-4221
Alan Jay Ford	Chris	Wilson	chris.wilson@alanjay.com	201 N US Hwy 27	Sebring, FL 33870	863-402-4234	863-991-4693	863-402-4221
Alan Jay Ford	Scott	Wilson	scott.wilson@alanjay.com	201 N US Hwy 27	Sebring, FL 33870	863-402-4234	863-991-4693	863-402-4221
Ameri-Recreational Sports, LLC	William	Conner	arspower99@yahoo.com	4422 Hwy 441 N	Okeechobee, FL 34972-8639	800-356-8973	561-797-4420	863-467-0820
ATMAX Equipment	David	McGregor	DavidM@atmax.us	3520 County Road 579	Wimauma, FL 33598	813-634-1111	813-781-0100	813-634-1115
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	Steve	Henry	schenry1@comcast.net	13601 Pines Boulevard	Pembroke Pines, FL 33027	954-441-2034	954-383-1009	954-441-2004
Bad Boy Mowers	Paul	Belle	paul.belle@badboymowers.com	137 Palisades Dr.	Davenport, FL 33837	870-613-5148		
Beck Auto Sales	Chuck	Boner	chuckboner@checkbeck.com	256 Hwy 17 North	Palatka, FL 32177	386-328-8863	386-546-3034	386-328-0891
Bobcat Company	Randy	Fuss	randy.fuss@doosan.com	250 East Beaton Drive	West Fargo, ND 58078	701-241-8746		701-280-7860
Coastal Machinery	Chris	Dixon	cdixon@coastalmachinery.com	6701 Mobile Highway	Pensacola, FL 32526	800-476-1130		850-944-7251
Container Systems and Equipment	Bill	Young	byoung@containersys.com	506 Bellevue Ave Daytona	Beach, FL 32114	386-253-5555	386-451-5531	386-253-8537
Cowin Equipment	John	Edwards	JEdwards@cowin.com	7950 Pittman Avenue	Pensacola, FL 32534	850-479-3004	850-685-7055	850-474-1602
Creel Tractor	Brian	Creel	brian@creeltractor.com	3771 Palm Beach Blvd.	Fort Myers, FL 33916	239-694-2185	239-825-0408	239-694-6059
Deland Truck Center	Howard	Williams	howard@delandtruckcenter.com	1208 S Woodland Blvd	DeLand, FL 32720	386-734-8740	386-801-4187	
Doosan Infracore Construction Equipment	Matt	Gansser	matt.gansser@doosan.com	2905 Shawnee Industrial Way	Suwanee, GA 30024	770-831-2213		866-210-4402
Duval Ford	Richard	Tackett	richard.tackett@duvalfleet.com	5203 Waterside Drive	Jacksonville, FL 32210	904-388-2144	904-343-6266	800-766-7027
Duval Ford	Matt	Forte	matt.forte@duvalfleet.com	5203 Waterside Drive	Jacksonville, FL 32210	904-388-2144	904-387-6541	800-766-7027
Duval Ford	Laura	Torbett	laura.torbett@duvalfleet.com	5203 Waterside Drive	Jacksonville, FL 32210	904-388-2144	904-387-6541	800-766-7027
Environmental Products of Florida Corp.	Jim	Schwaller	jschwaller@epofc.com	2525 Clarcona Road	Apopka, FL 32703	407-798-0004	352-427-6605	407-798-0013
Everglades Farm Equipment	Mark	Gulick	mgulick@evergladesfarmequipment.com	906 US Hwy 301 N	Palmetto, FL 34221	941-722-3281	813-478-2145	941-721-9073
Federal Contracts Corp.	Clark	Ricke	clark@federalcontractscorp.com	12918 N Nebraska Ave	Tampa, FL 33612	813-631-0000	813-299-2253	813-631-0008
Flagler Construction Equipment, LLC	William	Cannon	BCannon@flaglerce.com	9601 Boggy Creek Road	Orlando, FL 32824	407-850-9614		407-850-0823
Futch's Tractor Depot	Shawn	Sadler	shawn@futchsdepot.com	8515 State Road 207 North	Hastings, FL 32145	904-692-3673	386-937-4477	904-692-2842
G. S. Equipment	Marc	Young	marc@gsequipment.net	South 50th Street	Tampa, FL 33619	813-248-4971	941-809-8703	775-417-0396
General Truck Equipment and Trailer Sales	Joel	Overfield	joel1general@aol.com	5310 Broadway Ave.	Jacksonville, FL 32254	904-389-5541	904-860-3784	904-388-9270
GHC Motorsports	Cory	Cole	cole.ghcfl@yahoo.com	614 US Hwy 27 South Lake	Placid, FL 33852	863-699-2453		863-699-2639
Glade and Grove Supply Co., LLC	Ken	Holowecky	kenh@gladeandgrove.com	1006 S Main Street	Belle Glade, FL 33430	561-996-3095	561-703-2644	561-996-8513
Godwin Pumps of America, Inc.	Glenda	Young	glenda.young@Xyleminc.com	202 Winston Creek Parkway	Lakeland, FL 33810	863-682-8800	813-355-6042	863-682-5200
Golf and Electric Vehicles	Jason	Brownell	jbrownell@gevehicles.com	17051 Jean Street #1	Fort Myers, FL 33967	239-867-8555		239-267-9621
Growers Equipment	Mark	Anthony	mark@growersequipment.com	2695 Davie Road	Davie, FL 33314	954-916-1020		954-916-0080
Hale Trailer Brake and Wheel, Inc.	Thomas	Weaver	tweaver@haletrailer.com	10688 General Ave	Jacksonville, FL 32220	904-378-1900	904-923-3376	904-378-1901
Jacobsen, A Textron Company	George	Lawson	glawson@textron.com	5101 Gateway Blvd.	Lakeland, FL 33811	704-564-7959	704-564-7959	
Kelly Tractor	Greg	Bennett	greg_bennett@kellytractor.com	8255 NW 58th Street	Miami, FL 33166	305-592-5360	786-229-7037	305-477-2024
Kenworth of Central Florida	Richard	Smith	r.smith@kwcf.net	1800 N. Orange Blossom Trail	Orlando, FL 32804	407-425-3170	407-341-6637	407-648-2786
Kenworth of Jacksonville	Ed	Costello	edcostello@kwjax.com	833 Picketville Road	Jacksonville, FL 32220	386-292-9272		904-730-3461
Kenworth of South Florida	Nelson	Martinez	nmartinez@kenworthsf.com	2909 South Andrews Avenue	Fort Lauderdale, FL 33316	954-523-5484		954-525-2314
Linder	Grant	Adams	grant.adams@linderco.com	1601 S. Frontage Road	Plant City, FL 33563	813-754-2727	904-460-5232	813-754-6090
Lou Bachrodt Freightliner	Drew	Ellison	georgeordrew@aol.com	2840 Center Port Circle	Pompano Beach, FL 33064	407-375-3304	407-375-3304	407-375-3304
Lyle Machinery Company	CJ	Neidlinger	cjneidlinger@lylemachinery.com	564 West Burgess Road	Pensacola, FL 32503	850-483-5868	850-516-5550	850-471-0040
Maudlin International Trucks, LLC	Chuck	Calhoun	ccalhoun@maudlinintl.com	4900 North Orange Blossom Trail	Orlando, FL 32810	407-295-9777	407-466-1074	407-295-9727
Menzi USA Sale, Inc.	Paul	Meadows	sales@menziusa.com	1850 Fairbanks Street	Lakeland, FL 33805	863-603-7979	863-510-8232	863-683-6232
Messina Truck Center	Robin	Morton	robinm@messinatruckcenter.com	4306 E. Columbus Drive	Tampa, FL 33605	813-623-1113		813-628-9702
Mid Florida Diesel, Inc	Joe	Antonini	joe@midfloridadiesel.com	2215 State Road 60 East	Bartow, FL 33830	863-519-0107	863-944-0400	863-519-0109
Morbark	Wayne	Watts	wayne.watts@morbark.com	8507 S. Winn Road	Winn, MI 48896	800-831-0042		989-866-2280
Nextran Corporation - Jacksonville	Michael	Graber	mgraber@nextrancorp.com	1986 W Beaver St	Jacksonville, FL 32209	904-354-3721	904-813-4512	904-354-3809
Nextran Corporation - Orlanda	Michael	Graber	mgraber@nextrancorp.com	2200 W. Landstreet Road	Orlando, FL 32809	904-354-3721	904-813-4512	904-354-3809
Nextran Corporation - Tampa	John	Lower	jlower@nextrancorp.com	7810 Adamo Drive	Tampa, FL 33619	800-932-6225	813-246-6685	813-627-8831

Nortex, Inc.	Dave	Walsh	dave.walsh@nortrax.com	3005 Hanson Street	Fort Myers, FL 33916	813-635-2300	813-323-2149	813-635-2313
Ocala Tractor, LLC	Lacey	Purvis	lacey@ocalatractor.com	5841 N Hwy 441	Ocala, FL 34475	352-732-8585		352-867-8366
Orlando Freightliner	Bob	Scharpnick	BScharpnick@orlandofreightliner.com	2455 South Orange Blossom Trail	Apopka, FL 32703	407-295-3846	407-509-6651	407-291-8408
Palm Peterbilt Truck Centers	Rudy	Mangino, Jr.	rmangino@palmtruck.com	2441 S. State Rd. 7 (441)	Ft. Lauderdale, FL 33317	954-584-3200	954-817-8058	954-584-3228
Palmetto Ford Truck Sales	David	Ygleslas	david@palmettotruck.com	7245 NW 36th St	Miami, FL 33166	305-470-1331	305-562-7051	305-470-1399
Pantropic Power	Greg	Bennett	greg_bennett@kellytractor.com	8205 NW 58th Street	Miami, FL 33166	305-592-5360	786-229-7037	305-477-2024
Pat's Pump & Blower	Steve	Newman	patspump@aol.com	630 West Church Street	Orlando, FL 32805	800-359-7867		407-648-2096
Rechtien International Trucks, Inc.	John	Bradley	bradley@rechtien.com	3787 Interstate Park Road	Riviera Beach, FL 33404	561-882-9545	561-818-4374	561-882-0218
Ridge Equipment Company, Inc.	Scott	Bradley	sbradley@ridge-equipment.com	6820 US Hwy 27 N	Sebring, FL 33870	863-382-4157	863-381-5771	863-382-0659
Ring Power Corporation	Alan	Thomas	alan.thomas@ringpower.com	10421 Fern Hill Drive	Riverview, FL 33578	813-865-2214	352-427-0252	813-672-6680
Rush Truck Center of Tampa	Steve	Bell	bells@rushenterprises.com	8111 East Adamo Drive	Tampa, FL 33619	813-371-2116		813-626-5024
Sarasota Fun Machines Inc.	Jim	Tilton	jimtilton77@gmail.com	4583 Clark Rd.	Sarasota, FL 34233	941-925-0376	941-525-4268	
Southern Sewer Equipment Sales	Mike	Wood	mike@southernsewer.com	3409 Industrial 27th Street	Fort Pierce, FL 34946	800-782-4134	772-201-9839	772-595-9171
Southern States ToyotaLift	Shane	Polson	spolson@sstlift.com	1865 Commerce Pl	Valdosta, GA 31601	904-764-7662	904- 588-8579	904- 764-1079
Stamm Manufacturing	Charlie	Rodgers	stamm-st21@att.net	8350 NW 70 St	Chiefland, FL 32626	305-470-1334	305-972-7133	305-470-1334
Sun State International Trucks	Carlos	Correa	carlos.correa@sunstateintl.com	6020 Adamo Dr.	Tampa, FL 33619	813-621-1331	941-330-7840	813-628-0527
Tampa Truck Center,LLC	Scott	Endris	sendris@tampaftl.com	7528 US Hwy. 301 N	Tampa, FL 33637	813-262-0890	813-293-0866	813-262-0983
Terrain King Corporation	Mellanie	Deleon	mdeleon@alamo-group.com	1502 E. Walnut Street	Seguin, TX 78155	800-882-5756	830-372-9594	800-882-5758
Texas Trailer Sales and Services	Rick	Croft	rick@texastrailersFL.com	5601 NW 13th St	Gainesville, FL 32653	352-378-4756	352-222-8665	352-377-8933
Thompsom Pump & Mfg. Co. Inc.	Joshua	Mackey	jmackey@thompsonpump.com	4620 City Center Drive	Port Orange, FL 32129	386-944-4133		386-236-0824
Tradewinds Power Corp	Merlin	Derr	merlind@tradewindspower.com	600 State Road 66	Sebring, FL 33875	786-402-9994		305-675-3725
Tradewinds Power Corp	Paul	Staples	Pstaples@tradewindspower.com	600 State Road 66	Sebring, FL 33875	786-402-9994	786-402-9994	305-675-3725
Trekker Tractor, LLC	Lance	Boutcher	Lance.Boutcher@TrekkerTractor.com	1504 Tampa E Blvd NE	Tampa, FL 33619	813-341-4646	813-267-4233	813-341-4647
Truck & Parts of Tampa, Inc.	Bruce	Goldenberg	brucegoldenberg@trucks.com	1015 S. 50th Street	Tampa, FL 33619	813-247-6637	813-917-2533	813-247-6637
Vermeer Southeast	Craig	Sunberg	craigsunberg@vermeersoutheast.com	4401 Vineland Rd, Ste A-15	Orlando, FL 32811	407-295-2020	407-496-5056	407-293-8087
Wacker Neuson Sales Americas, LLC	Steve	Gilbert	steve.gilbert@wackerneuson.com	12016 Slough Rim Road	Sarasota, FL 34240	863-559-6160	863-559-6160	262- 502-6224
Zabatt Power Systems	Jeff	Burke	jeff.burke@zabatt.com	4612 Highway Avenue	Jacksonville, FL 32254	904-384-4505	904-838-0449	904-394-7446

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Company	First_Name	Last_Name	Email_Address	Address	City_State-Zip	Phone	Mobile	Fax
ACF Standby Systems	Carlos	Aceituno	c.aceituno@acfpower.com	9311 Solar Dr	Tampa, FL 33619	800-282-5359	407-450-5393	866-566-4238
Ag-Pro	James	Strange	JStrange@agprocompanies.com	63rd Street	Ocala, FL 34475	352-817-0445		352-351-2523
Alamo Group (TX), Inc.	Melanie	Deleon	mdeleon@alamo-group.com	1502 E. Walnut	Seguin, TX 78155	830-372-9594		800-242-5266
Alan Jay Chevrolet, Buick, GMC, Cadillac	Chris	Wilson	chris.wilson@alanjay.com	441 US Hwy 27 North	Sebring, FL 33870	863-402-4234	863-991-4693	863-402-4221
Alan Jay Chevrolet, Buick, GMC, Cadillac	Scott	Wilson	scott.wilson@alanjay.com	441 US Hwy 27 North	Sebring, FL 33870	863-402-4234	863-381-3411	863-402-4221
Alan Jay Chrysler, Jeep, Dodge, Ram	Chris	Wilson	chris.wilson@alanjay.com	1405 US HWY 17 South	Wauchula, FL 33873	863-402-4234	863-991-4693	863-402-4221
Alan Jay Chrysler, Jeep, Dodge, Ram	Scott	Wilson	scott.wilson@alanjay.com	1405 US HWY 17 South	Wauchula, FL 33873	863-402-4234	863-381-3411	863-402-4221
Alan Jay Ford	Chris	Wilson	chris.wilson@alanjay.com	201 N US Hwy 27	Sebring, FL 33870	863-402-4234	863-991-4693	863-402-4221
Alan Jay Ford	Scott	Wilson	scott.wilson@alanjay.com	201 N US Hwy 27	Sebring, FL 33870	863-402-4234	863-991-4693	863-402-4221
Ameri-Recreational Sports, LLC	William	Conner	arspower99@yahoo.com	4422 Hwy 441 N	Okeechobee, FL 34972-8639	800-356-8973	561-797-4420	863-467-0820
ATMAX Equipment	David	McGregor	DavidM@atmax.us	3520 County Road 579	Wimauma, FL 33598	813-634-1111	813-781-0100	813-634-1115
Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines	Steve	Henry	schenry1@comcast.net	13601 Pines Boulevard	Pembroke Pines, FL 33027	954-441-2034	954-383-1009	954-441-2004
Bad Boy Mowers	Paul	Belle	paul.belle@badboymowers.com	137 Palisades Dr.	Davenport, FL 33837	870-613-5148		
Beck Auto Sales	Chuck	Boner	chuckboner@checkbeck.com	256 Hwy 17 North	Palatka, FL 32177	386-328-8863	386-546-3034	386-328-0891
Bobcat Company	Randy	Fuss	randy.fuss@doosan.com	250 East Beaton Drive	West Fargo, ND 58078	701-241-8746		701-280-7860
Coastal Machinery	Chris	Dixon	cdixon@coastalmachinery.com	6701 Mobile Highway	Pensacola, FL 32526	800-476-1130		850-944-7251
Container Systems and Equipment	Bill	Young	byoung@containersys.com	506 Bellevue Ave Daytona	Beach, FL 32114	386-253-5555	386-451-5531	386-253-8537
Cowin Equipment	John	Edwards	JEdwards@cowin.com	7950 Pittman Avenue	Pensacola, FL 32534	850-479-3004	850-685-7055	850-474-1602
Creel Tractor	Brian	Creel	brian@creeltractor.com	3771 Palm Beach Blvd.	Fort Myers, FL 33916	239-694-2185	239-825-0408	239-694-6059
Deland Truck Center	Howard	Williams	howard@delandtruckcenter.com	1208 S Woodland Blvd	DeLand, FL 32720	386-734-8740	386-801-4187	
Doosan Infracore Construction Equipment	Matt	Gansser	matt.gansser@doosan.com	2905 Shawnee Industrial Way	Suwanee, GA 30024	770-831-2213		866-210-4402
Duval Ford	Richard	Tackett	richard.tackett@duvalfleet.com	5203 Waterside Drive	Jacksonville, FL 32210	904-388-2144	904-343-6266	800-766-7027
Duval Ford	Matt	Forte	matt.forte@duvalfleet.com	5203 Waterside Drive	Jacksonville, FL 32210	904-388-2144	904-387-6541	800-766-7027
Duval Ford	Laura	Torbett	laura.torbett@duvalfleet.com	5203 Waterside Drive	Jacksonville, FL 32210	904-388-2144	904-387-6541	800-766-7027
Environmental Products of Florida Corp.	Jim	Schwaller	jschwaller@epofc.com	2525 Clarcona Road	Apopka, FL 32703	407-798-0004	352-427-6605	407-798-0013
Everglades Farm Equipment	Mark	Gulick	mgulick@evergladesfarmequipment.com	906 US Hwy 301 N	Palmetto, FL 34221	941-722-3281	813-478-2145	941-721-9073
Federal Contracts Corp.	Clark	Ricke	clark@federalcontractscorp.com	12918 N Nebraska Ave	Tampa, FL 33612	813-631-0000	813-299-2253	813-631-0008
Flagler Construction Equipment, LLC	William	Cannon	BCannon@flaglerce.com	9601 Boggy Creek Road	Orlando, FL 32824	407-850-9614		407-850-0823
Futch's Tractor Depot	Shawn	Sadler	shawn@futchsdepot.com	8515 State Road 207 North	Hastings, FL 32145	904-692-3673	386-937-4477	904-692-2842
G. S. Equipment	Marc	Young	marc@gsequipment.net	South 50th Street	Tampa, FL 33619	813-248-4971	941-809-8703	775-417-0396
General Truck Equipment and Trailer Sales	Joel	Overfield	joel1general@aol.com	5310 Broadway Ave.	Jacksonville, FL 32254	904-389-5541	904-860-3784	904-388-9270
GHC Motorsports	Cory	Cole	cole.ghcfl@yahoo.com	614 US Hwy 27 South Lake	Placid, FL 33852	863-699-2453		863-699-2639
Glade and Grove Supply Co., LLC	Ken	Holowecky	kenh@gladeandgrove.com	1006 S Main Street	Belle Glade, FL 33430	561-996-3095	561-703-2644	561-996-8513
Godwin Pumps of America, Inc.	Glenda	Young	glenda.young@Xyleminc.com	202 Winston Creek Parkway	Lakeland, FL 33810	863-682-8800	813-355-6042	863-682-5200
Golf and Electric Vehicles	Jason	Brownell	jbrownell@gevehicles.com	17051 Jean Street #1	Fort Myers, FL 33967	239-867-8555		239-267-9621
Growers Equipment	Mark	Anthony	mark@growersequipment.com	2695 Davie Road	Davie, FL 33314	954-916-1020		954-916-0080
Hale Trailer Brake and Wheel, Inc.	Thomas	Weaver	tweaver@haletrailer.com	10688 General Ave	Jacksonville, FL 32220	904-378-1900	904-923-3376	904-378-1901
Jacobsen, A Textron Company	George	Lawson	glawson@textron.com	5101 Gateway Blvd.	Lakeland, FL 33811	704-564-7959	704-564-7959	
Kelly Tractor	Greg	Bennett	greg_bennett@kellytractor.com	8255 NW 58th Street	Miami, FL 33166	305-592-5360	786-229-7037	305-477-2024
Kenworth of Central Florida	Richard	Smith	r.smith@kwcf.net	1800 N. Orange Blossom Trail	Orlando, FL 32804	407-425-3170	407-341-6637	407-648-2786
Kenworth of Jacksonville	Ed	Costello	edcostello@kwjax.com	833 Picketville Road	Jacksonville, FL 32220	386-292-9272		904-730-3461
Kenworth of South Florida	Nelson	Martinez	nmartinez@kenworthsf.com	2909 South Andrews Avenue	Fort Lauderdale, FL 33316	954-523-5484		954-525-2314
Linder	Grant	Adams	grant.adams@linderco.com	1601 S. Frontage Road	Plant City, FL 33563	813-754-2727	904-460-5232	813-754-6090
Lou Bachrodt Freightliner	Drew	Ellison	georgeordrew@aol.com	2840 Center Port Circle	Pompano Beach, FL 33064	407-375-3304	407-375-3304	407-375-3304
Lyle Machinery Company	CJ	Neidlinger	cjneidlinger@lylemachinery.com	564 West Burgess Road	Pensacola, FL 32503	850-483-5868	850-516-5550	850-471-0040
Maudlin International Trucks, LLC	Chuck	Calhoun	ccalhoun@maudlinintl.com	4900 North Orange Blossom Trail	Orlando, FL 32810	407-295-9777	407-466-1074	407-295-9727
Menzi USA Sale, Inc.	Paul	Meadows	sales@menziusa.com	1850 Fairbanks Street	Lakeland, FL 33805	863-603-7979	863-510-8232	863-683-6232
Messina Truck Center	Robin	Morton	robinm@messinatruckcenter.com	4306 E. Columbus Drive	Tampa, FL 33605	813-623-1113		813-628-9702
Mid Florida Diesel, Inc	Joe	Antonini	joe@midfloridadiesel.com	2215 State Road 60 East	Bartow, FL 33830	863-519-0107	863-944-0400	863-519-0109
Morbark	Wayne	Watts	wayne.watts@morbark.com	8507 S. Winn Road	Winn, MI 48896	800-831-0042		989-866-2280
Nextran Corporation - Jacksonville	Michael	Graber	mgraber@nextrancorp.com	1986 W Beaver St	Jacksonville, FL 32209	904-354-3721	904-813-4512	904-354-3809
Nextran Corporation - Orlando	Michael	Graber	mgraber@nextrancorp.com	2200 W. Landstreet Road	Orlando, FL 32809	904-354-3721	904-813-4512	904-354-3809
Nextran Corporation - Tampa	John	Lower	jlower@nextrancorp.com	7810 Adamo Drive	Tampa, FL 33619	800-932-6225	813-246-6685	813-627-8831

Nortax, Inc.	Dave	Walsh	dave.walsh@nortrax.com	3005 Hanson Street	Fort Myers, FL 33916	813-635-2300	813-323-2149	813-635-2313
Ocala Tractor, LLC	Lacey	Purvis	lacey@ocalatractor.com	5841 N Hwy 441	Ocala, FL 34475	352-732-8585		352-867-8366
Orlando Freightliner	Bob	Scharpnick	BScharpnick@orlandofreightliner.com	2455 South Orange Blossom Trail	Apopka, FL 32703	407-295-3846	407-509-6651	407-291-8408
Palm Peterbilt Truck Centers	Rudy	Mangino, Jr.	rmangino@palmtruck.com	2441 S. State Rd. 7 (441)	Ft. Lauderdale, FL 33317	954-584-3200	954-817-8058	954-584-3228
Palmetto Ford Truck Sales	David	Yglesias	david@palmettotruck.com	7245 NW 36th St	Miami, FL 33166	305-470-1331	305-562-7051	305-470-1399
Pantropic Power	Greg	Bennett	greg_bennett@kellytractor.com	8205 NW 58th Street	Miami, FL 33166	305-592-5360	786-229-7037	305-477-2024
Pat's Pump & Blower	Steve	Newman	patspump@aol.com	630 West Church Street	Orlando, FL 32805	800-359-7867		407-648-2096
Rechtien International Trucks, Inc.	John	Bradley	jbradley@rechtien.com	3787 Interstate Park Road	Riviera Beach, FL 33404	561-882-9545	561-818-4374	561-882-0218
Ridge Equipment Company, Inc.	Scott	Bradley	sbradley@ridge-equipment.com	6820 US Hwy 27 N	Sebring, FL 33870	863-382-4157	863-381-5771	863-382-0659
Ring Power Corporation	Alan	Thomas	alan.thomas@ringpower.com	10421 Fern Hill Drive	Riverview, FL 33578	813-865-2214	352-427-0252	813-672-6680
Rush Truck Center of Tampa	Steve	Bell	bells@rushenterprises.com	8111 East Adamo Drive	Tampa, FL 33619	813-371-2116		813-626-5024
Sarasota Fun Machines Inc.	Jim	Tilton	jimtilton77@gmail.com	4583 Clark Rd.	Sarasota, FL 34233	941-925-0376	941-525-4268	
Southern Sewer Equipment Sales	Mike	Wood	mike@southernsewer.com	3409 Industrial 27th Street	Fort Pierce, FL 34946	800-782-4134	772-201-9839	772-595-9171
Southern States ToyotaLift	Shane	Polson	spolson@sstlift.com	1865 Commerce Pl	Valdosta, GA 31601	904-764-7662	904-588-8579	904-764-1079
Stamm Manufacturing	Charlie	Rodgers	stamm-st21@att.net	8350 NW 70 St	Chiefland, FL. 32626	305-470-1334	305-972-7133	305-470-1334
Sun State International Trucks	Carlos	Correa	carlos.correa@sunstateintl.com	6020 Adamo Dr.	Tampa, FL 33619	813-621-1331	941-330-7840	813-628-0527
Tampa Truck Center,LLC	Scott	Endris	sendris@tampafl.com	7528 US Hwy. 301 N	Tampa, FL 33637	813-262-0890	813-293-0866	813-262-0983
Terrain King Corporation	Mellanie	Deleon	mdeleon@alamo-group.com	1502 E. Walnut Street	Seguin, TX 78155	800-882-5756	830-372-9594	800-882-5758
Texas Trailer Sales and Services	Rick	Croft	rick@texastrailersFL.com	5601 NW 13th St	Gainesville, FL 32653	352-378-4756	352-222-8665	352-377-8933
Thompsom Pump & Mfg. Co. Inc.	Joshua	Mackey	jmackey@thompsonpump.com	4620 City Center Drive	Port Orange, FL 32129	386-944-4133		386-236-0824
Tradewinds Power Corp	Merlin	Derr	merlind@tradewindspower.com	600 State Road 66	Sebring, FL 33875	786-402-9994		305-675-3725
Tradewinds Power Corp	Paul	Staples	Pstaples@tradewindspower.com	600 State Road 66	Sebring, FL 33875	786-402-9994	786-402-9994	305-675-3725
Trekker Tractor, LLC	Lance	Boutcher	Lance.Boutcher@TrekkerTractor.com	1504 Tampa E Blvd NE	Tampa, FL 33619	813-341-4646	813-267-4233	813-341-4647
Truck & Parts of Tampa, Inc.	Bruce	Goldenberg	brucegoldenberg@trucks.com	1015 S. 50th Street	Tampa, FL 33619	813-247-6637	813-917-2533	813-247-6637
Vermeer Southeast	Craig	Sunberg	craigsunberg@vermeersoutheast.com	4401 Vineland Rd, Ste A-15	Orlando, FL 32811	407-295-2020	407-496-5056	407-293-8087
Wacker Neuson Sales Americas, LLC	Steve	Gilbert	steve.gilbert@wackerneuson.com	12016 Slough Rim Road	Sarasota, FL 34240	863-559-6160	863-559-6160	262-502-6224
Zabatt Power Systems	Jeff	Burke	jeff.burke@zabatt.com	4612 Highway Avenue	Jacksonville, FL 32254	904-384-4505	904-838-0449	904-384-7446

NEXTRAN TRUCK CENTER

2200 WEST LANDSTREET, ORLANDO, FL 32809 PH: (800) 800-6225/(407) 855-1200 FAX: (407) 826-0914

** DUPLICATE INVOICE REPRINTED **

Order No. BW21551 WORK ORDER INVOICE Page 2
Date 1/11/16 Customer Copy Time 16:45:45
Segment 01 continued

RELAY VALVE ON CROSS MEMBER, AIR LINE , WIRE HARNESS AND OTHER COMPONENTS ON CROSS MEMBER NEED REMOVED BEFORE CUTTING MOUNTING BOLTS OFF. 2)CHECKED FOR AIR LEAKS, PASS THROUGH MANIFOLD ,LEFT HAND FRONT CAB; 3)AIR LEAK, AIR COMPRESSOR GOVERNOR FITTING, AIR DRYER EXHAUST A LOT. 4)INSPECT BELTS/ TENSIONER OK 5)RATTLE NOISE RIGHT HAND ENGINE / METAL GUARD LOOSE 6)BOOST LEAK RIGHT HAND HOT HOSE AT BOND CLAMP.B)E.S.T COOLER CORD SIDE LEAK AT HOSE BOTH SIDES. C) ROAD TEST, CHECK FOR SQUEALING BELT, FOUND NONE WILL SUBLET CROSSMEMBER REPAIRS TO JOSAMS IF THEY CAN DO IT. WILL COMPLETE ESTIMATE LATER ON TODAY
SUPPLIED CUSTOMER ESTIMATE FOR REPAIRS.
SUBLET CROSSMEMBER/FRAME CHECK APPROVED.
REPAIR AIR LEAKS FITTINGS AT AIR COMPRESSOR GOVERNOR APPROVED.
REPLACE PASSTHROUGH MANIFOLD APPROVED.
REPLACE INTAKE PIPE TO CAC CRIMP CLAMPS APPROVED.
REPLACE EGR COOLER HOSE COLD SIDE APPROVED.

LABOR CHARGED:	Labor Amount
	218.00
TOTAL PARTS	.00
SEGMENT SUBTOTAL	218.00

02 QM SUBLET CROSS MEMBER/FRAME CHECK Code: SSV 009 900000
SW# 285 MVAssist

SUBLET VEHICLE OUT TO SIDE VENDER TO CHECK AND ADVISE CROSS MEMBER AND FRAME. FOUND THE CROSS MEMBERS NEEDING REPLACED AND THE RUST IS INTO THE FRAME RAILS AS WELL. THEY ADVISED IN ORDERE TO MAKE AN ACCURATE ESTIMATE FOR REPAIRS, THE BODY WOULD HAVE TO COME OFF. ADVISED CUSTOMER AND CUSTOMER DECLINED ANY FURTHER INSPECTION FOR REPAIR TO FRAME RAILS OR CROSSMEMBERS.

LABOR CHARGED:	Labor Amount
	.00

Miscellaneous Charges

Qty	Keyword/Description		N T & X	Unit Price	Extended Amount
1	COMMENT	PO# 50836 JOSAM	N N	.00	.00
1	SUBLET	FRAME/CROSSMEM CHE	Y N	75.60	75.60

TERMS: Cash and Payable on receipt of goods unless arrangements are made in advance. No discounts allowed. The customer shall pay to: NEXTRAN TRUCK CENTER after default of payment of this sale, reasonable attorney's fees of not less than twenty-five(25%) percent of the total amount of the debt owed heron. Service charges accrue on the account at the rate of 1½% per month(18% per annum) from due date. VENUE for any action herein or in connection herewith shall be in ORANGE COUNTY, FLORIDA. No material can be returned without NEXTRAN TRUCK CENTER permission. Claims and returns must be made within ten (10) days of date of purchase accompanied by this invoice. Returns are subject to a handling charge of not less than twelve (12%)percent of the costs charged for goods to customer. Absolutely no returns on electrical equipment, non-stocked items or special.

RESOLUTION NO. 2016-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

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

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

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

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of March, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 03/02/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 408,464)	421-4010-536.39-00		Contingency	$ 1,170,500	$ 994,008	$ 585,544	$ 585,544
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 408,464)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 408,464	421-4125-536.64-00		Machinery & Equipment	$ 110,000	$ 153,329	$ 561,793	$ 4,236,989
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 408,464	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To cover the unbudgeted capital purchase of a new VacCon Truck for Sewer Field Operations Sewer. On recommendations from the Fleet Manager, the cost to rehabilitate the existing truck and nearly the same cost as a new VacCon. Collections has agreed to downsize the VacCon to save money and maintenance with a smaller, lighter truck. Agenda #16-088

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/22/16 *RESOLUTION #:* 2016-19

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

3/2/16	Norma Hernandez	3/8/16	Lea Taylor		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/2/16	John "Jack" Walsh	3/8/16	Lora Howell		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/18/15 - IT

Legislation Details (With Text)

File #:	16-89	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	3/7/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	To Approve a Resolution adjusting the FY2016 Budget using Contingency to cover the increase payments to the CRA's for the adopted millage of 5.9790. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2016-20.pdf Budget Amendment Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 7, 2016
Agenda Date: March 22, 2016
Prepared By: Lora Howell, Deputy Finance Director
Through: Teri Butler, CGFO, Finance Director
Requested Action:
To Approve a Resolution adjusting the FY2016 Budget using Contingency to cover the increase payments to the CRA's for the adopted millage of 5.9790.

BACKGROUND:

On September 22, 2015, the City Council approved Resolution 2015-063 establishing the final Millage Rate of 5.9790 and approved Resolution 2015-064 adopting the Final FY2016 Budget. The adopted budget included the Tax Increment Funding (TIF) payments to the three CRA's within the City, at the roll back rate of 5.8401. The Final Adopted Millage Rate was 5.9790. This request accounts for the change in the adopted millage rate. The City is required to fund the CRA's at the City's adopted millage rate.

STRATEGIC PLAN CONNECTION:

Funding the CRA's enhances the quality of life for the stakeholders within the designated CRA areas, which ultimately improves the quality of life for all Cocoa residents and business owners.

BUDGETARY IMPACT:

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

Amount Requested	$15,269
Account Number From:	001-1600-513-39-00
Account Name:	Contingency
Account Number To:	001-1600-513-81-00
Account Name:	Aids to Govt. Agency

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution adjusting the FY2016 Budget using Contingency to cover the increase payments to the CRA's for the adopted millage of 5.9790.

RESOLUTION NO. 2016-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

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

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

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

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of March, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/07/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 15,269)	001-1600-513.39-00		CONTINGENCY	$ 191,737	$ 186,737	$ 171,468	$ 171,468
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 15,269)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,269	001-1600-513.81-00		AIDS TO OTHER GOVT AGENCY	$ 642,003	$ 642,003	$ 657,272	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 15,269	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To use Contingency funds to cover the difference of the budget at the rolled-back rate of 5.8401 mills to the adopted rate of 5.9790 mills. Agenda #16-089

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/22/16 *RESOLUTION #:* 2016-20

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

3/8/16	Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.03.08 11:12:32 -05'00')	3/8/16	Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.03.08 11:25:28 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/8/16	Teri Butler (Digitally signed by Teri Butler Date: 2016.03.08 11:22:35 -05'00')	3/8/16	Lora Howell (Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.03.08 11:29:41 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/18/15 - IT

Legislation Details (With Text)

File #:	16-91	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	3/8/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	Ordinance No. 05-2016/1st reading: Final Renewal of the Multi-Year Solid Waste Contract, with Modifications to Terms, with Waste Management for a period of Five (5) Years. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 05-2016 Second Addendum Solid Waste.pdf Exhibit A - Rates.pdf Exhibit B - CPI -Fuel.pdf WM Second Addendum.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 8, 2016
Agenda Date: March 22, 2016
Prepared By: Cheryl Meisenzahl
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Approve First Reading of an Ordinance for Final Renewal of the Multi-Year Solid Waste Contract, with Modifications to Terms, with Waste Management for a period of Five (5) Years

BACKGROUND:

On February 9, 2016, City Council authorized the City Attorney to prepare an agreement to exercise the second and final renewal option and renew the terms of the Agreement, with modifications, for an additional five (5) years with Waste Management. The current contract is due to expire in September, 2016 and the final renewal option will extend the expiration date of the contract to September, 2021. The modifications, which are outlined further in the attached ordinance, include the distribution and implementation of newly manufactured sixty-four (64) gallon recycle carts at no additional cost to the City and changing the month over month calculation of the annual CPI adjustment to April from August.

STRATEGIC PLAN CONNECTION:

Reliable and efficient collection of solid waste, green waste and recycling materials improves the

city's public health and image.

BUDGETARY IMPACT:

There is no budgetary impact at this time. However, the contract allows for rate adjustments in accordance with the annual Consumer Price index starting on October, 1, 2016.

PREVIOUS ACTION:

Renewal of the current contract, with modifications to the terms, with no extension of time past the available 5-year renewal term ending in September 2021 was approved on February 9, 2016.

RECOMMENDED MOTION:

Approve first reading of an Ordinance for final renewal of the Multi-Year Solid Waste Contract, with modifications to terms, with Waste Management for a period of Five (5) Years.

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ORDINANCE 05-2016

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

WHEREAS, the City Council is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Ordinance 39-2006, adopted by the City Council on January 9, 2007, adopted a Solid Waste Agreement ("Agreement") between the City and Contractor and awarded Contractor a franchise to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials; and

WHEREAS, Ordinance 069- 2011, adopted July 26, 2011, approved the First Addendum to the Agreement and also served to expressly adopt the revised rates for solid waste services set forth in said Ordinance; and

WHEREAS, the Contractor and the City have agreed to a Second Addendum to the Agreement to exercise the final five (5) year renewal option under the Agreement and to restate the existing rates for services and modify several terms and conditions under the Agreement regarding recycling containers and the time frame to be used in calculating the CPI rate adjustment; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Approval of Second Addendum.** The Second Addendum to Solid Waste Agreement attached hereto as **Attachment "1"** is hereby approved and fully incorporated herein by this reference.

Section 2. **Code Amendment.** Chapter 9, Health and Sanitation, of the Code of Ordinances, City of Cocoa, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Chapter 9. It is intended that the text in Chapter 9 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

CHAPTER 9. HEALTH AND SANITATION

* * *

ARTICLE II. SOLID WASTE

DIVISION 1. SOLID WASTE FRANCHISE

* * *

Sec. 9-22. Solid waste franchise.

* * *

(b) Definitions. The following words and phrases contained in this agreement shall have the meaning ascribed in this section unless the context clearly indicates otherwise:

* * *

(44) *Recycling container* shall mean a fourteen (14) gallon recycling bin or sixty four (64) gallon or thirty five (35) gallon recycling cart ("Recycling Cart") used by residential customers and one or more ninety six (96) gallon recycling center bins for commercial and multiple dwelling unit customers, or other types of recycling bins approved by the Authorized Representative, to store recyclable materials for collection and disposal service. Recycling Carts shall have a yellow lid. The 14 gallon bins for residential customers shall be discontinued upon distribution of recycling carts.

* * *

(d) *Scope of work.* It is the intent of this franchise to provide for the exclusive collection and disposal service of solid waste within the service area, with the exception of the exclusions specifically set forth in this division. Contractor shall perform the collection and disposal service under the following terms and conditions, all of which shall be a material part of this division:

* * *

(10) *Recycling Container Distribution.* Contractor shall distribute one (1) newly manufactured sixty four (64) gallon Recycling Cart to each residential unit at no charge to the resident. Recycling Carts will be distributed pursuant to a schedule mutually determined by the City and Contractor. Contractor shall maintain, at all times, a sufficient number of carts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled carts to new residential units that are added during the term of this contract. Carts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Residents desiring a recycling cart smaller than the 64 gallon default sized Recycling Cart can request a cart exchange to a 35 gallon cart. Cart exchanges must be made within 60 days of initial distribution. Cart exchanges requested in this 60 day period will be at no charge to the resident. Cart exchanges requested after this 60 day period shall be at a cost to the resident of $25.00. The Contractor shall be responsible for the purchase, distribution and repair of Recycling Carts that have been damaged by Contractor's actions.

* * *

(e) *Rates and charges; contractor compensation; franchise fee billing*.

* * *

(2) *Consumer price index adjustment.* The rates and charges set above in subsection (e) "rates and charges; contractor compensation; franchise fee billing," shall be adjusted annually and computed pursuant to the mathematical formula provided as Exhibit ("B") [which is attached hereto Ordinance No. 39-2006 and fully incorporated herein by this reference].

CPI1: The published CPI for the month of ~~October~~ April of the preceding year.

CPI2: The published CPI for the month of ~~October~~ April for the year in which the rate is being adjusted.

Adjustments to the prices made in accordance with this subsection are intended to reflect changes in the purchasing power of a given amount of money expressed in dollars. If CPI1 and CPI2 are not expressed in relation to the same base period or if a material change is made in the method of establishing CPI, the city and the contractor shall make

an appropriate statistical adjustment or conversion. If the CPI is discontinued, the city and the contractor shall mutually select another index published by the United States Government or by a reputable publisher of financial and economic indices.

* * *

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the Cocoa, City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____day of _____, 2016.

_____
Henry U. Parrish III
Mayor

ATTEST:

_____
Carie Shealy, City Clerk

First Reading: 03/22/2016
Second Reading:
Effective Date:

Exhibit A

City of Cocoa Rates as of OCTOBER 1, 2015

Size	Exhibit A Pick Ups	10/1/2015 Rates
2	1	$ 35.85
2	2	$ 71.70
2	3	$ 107.56
2	4	$ 143.41
2	5	$ 179.26
2	6	$ 215.11
3	1	$ 53.78
3	2	$ 107.56
3	3	$ 161.34
3	4	$ 215.11
3	5	$ 268.89
3	6	$ 322.67
4	1	$ 71.70
4	2	$ 143.41
4	3	$ 215.11
4	4	$ 286.82
4	5	$ 358.52
4	6	$ 430.23
6	1	$ 107.56
6	2	$ 215.11
6	3	$ 322.67
6	4	$ 430.23
6	5	$ 537.79
6	6	$ 645.34
8	1	$ 143.41
8	2	$ 286.82
8	3	$ 430.23
8	4	$ 573.64
8	5	$ 717.05
8	6	$ 860.46

COMMERCIAL CANS				
2 CANS	TWO PICKUPS	$	25.95	
RESIDENTIAL	GARBAGE-CURB	$	7.61	
	RECYCLING	$	1.70	
	GREEN WASTE	$	1.70	
		$	11.01	
	EXTRA DUMP CHARGES	$	8.83	PER YARD
MULTI-FAMILY	GREEN WASTE	$	1.70	
	RECYCLING	$	1.70	
COMMERCIAL	GREEN WASTE	$	12.11	

FREQUENCY

SIZE	1	2	3	4	5	6	XPU
2	35.85	71.70	107.56	143.41	179.26	215.11	18.08
3	53.78	107.56	161.34	215.11	268.89	322.67	27.12
4	71.70	143.41	215.11	286.82	358.52	430.23	36.16
6	107.56	215.11	322.67	430.23	537.79	645.34	54.24
8	143.41	286.82	430.23	573.64	717.05	860.46	72.32

$4.14 Billed Cubic Yard
$9.04 Billed Cubic Yard for extra garbage pick up

Loose/Can Commercial (96 gallon cart, 2x week service)

1	2	3	4
CAN	CANS	CANS	CANS
$25.95	$51.90	$77.85	$103.80

RESIDENTIAL RATES TO WM - WATER BILLED:

	Garbage	*Recycle*	*Yard Trash*	*Total*
Single home per unit	**$7.61**	**$1.70**	**$1.70**	**$11.01**
Multi Family per unit	**$7.61**	**$1.70**	**$1.70**	**$11.01**

Optional Special Vegetative Waste Service for Commercial Customers

Quarter truck load	**$49.81**
Half truck load	**$99.60**
Three Quarter truck load	**$149.39**
Full truck load	**$198.05**

	Ceiling Pull Rate
15 Yard Open Top Per Pu	**$143.59**
20 Yard Open Top Per Pu	**$160.81**
30 Yard Open Top Per Pu	**$172.31**
40 Yard Open Top Per Pu	**$194.94**

ABOVE RATES ARE SUBJECT TO ADDITIONAL LANDFILL FEES

CUSTOMERS NOT RECEIVING A MONTHLY PULL ARE SUBJECT TO $75.00 MONTHLY MAINTENANCE CHARGE OR $2.50 PER DAY CHARGE

	Ceiling Pull Rate	Monthly rental	"Turn around" charges
15 Yard Compactor Per P	**$143.59**	**$112.04**	**$0.00**
20 Yard Compactor Per P	**$160.81**	**$112.04**	**$0.00**
30 Yard Compactor Per P	**$172.31**	**$112.04**	**$0.00**
40 Yard Compactor Per P	**$194.94**	**$112.04**	**$0.00**

"ABOVE RATES ARE BASED ON PULL CHARGES ONLY AND DO NOT INCLUDE DISPOSAL AT THE LANDFILL, TAXES, OR LEASING/MAINTENANCE FEES, ALL OF WHICH WILL BE ADDED TO THE FINAL CHARGE FOR THE ROLLOFF CONTAINER"

Exhibit B

Bureau of Labor Statistics

Consumer Price Index - All Urban Consumers
Original Data Value

For City of Cocoa

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2005 to 2015

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	193.2	197.4
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316					236.265	

Index Change = 0.464

CPI Change = **0.20%**

City of Cocoa CPI calculation effective October 1, 2014

	Weight	% of Index Change	
Other than Fuel & Oil	87.50%	0.195%	0.17%
Fuel & Oil	12.50%	-2.833%	-0.35%
Total Rate Change			**-0.18%**

Source: Bureau of Labor Statistics

Generated on: September 16, 2015 (10:43:26 AM)

Fuel Change for City of Cocoa

Back to Contents **Data 2: M Diesel Prices - All Types**

Sourcekey	EMD_EPD2D_PTE_R1Z_DPG	For City of Cocoa
Date	**Lower Atlantic (PADD 1C) No 2 Diesel Retail Prices (Dollars per Gallon)**	
May-2013	3.803	-2.54%
Jun-2013	3.764	-1.03%
Jul-2013	3.802	1.01%
Aug-2013	3.847	1.18%
Sep-2013	3.902	1.43%
Oct-2013	3.833	-1.77%
Nov-2013	3.797	-0.94%
Dec-2013	3.844	1.24%
Jan-2014	3.840	-0.10%
Feb-2014	3.903	1.64%
Mar-2014	3.965	1.59%
Apr-2014	3.949	-0.40%
For 2014	**Average Mo. Change**	**0.11%**
May-2014	3.926	-0.58%
Jun-2014	3.888	-0.97%
Jul-2014	3.850	-0.98%
Aug-2014	3.794	-1.45%
Sep-2014	3.735	-1.56%
Oct-2014	3.615	-3.21%
Nov-2014	3.485	-3.60%
Dec-2014	3.303	-5.22%
Jan-2015	2.984	-9.66%
Feb-2015	2.836	-4.96%
Mar-2015	2.857	0.74%
Apr-2015	2.784	-2.56%
For 2015	**Average Mo. Change**	**-2.83%**

SECOND ADDENDUM TO
SOLID WASTE AGREEMENT

THIS SECOND ADDENDUM TO SOLID WASTE AGREEMENT, made this _day of _____, 2016, by and between the CITY OF COCOA, FLORIDA, a Florida municipal corporation (hereinafter "City") and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation (hereinafter "Contractor").

WHEREAS, Ordinance 39-2006, adopted by the City Council on January 9, 2007, adopted a Solid Waste Agreement between the City and Contractor and awarded Contractor a franchise to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials ("Agreement"); and

WHEREAS, Ordinance 069- 2011, adopted July 26, 2011, approved the Addendum to the Agreement and also served to expressly adopt the revised rates for solid waste services set forth in said Ordinance; and

WHEREAS, Section 23.3 of the Agreement provides that it may be renewed by mutual agreement of the parties; and

WHEREAS, the parties desire to exercise the second and final renewal option and renew the term of the Agreement for an additional five (5) years and make additional modifications; and

WHEREAS, the City considers the renewal and the modifications to the Agreement set forth herein to be in the best interests of its residents.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and certain other good and valuable considerations, the receipt and sufficiency, all of which is hereby acknowledged, it is agreed as follows:

1. **Recitals**. The foregoing recitals are deemed true and correct and are hereby incorporated herein as a material part of this Second Addendum.

2. **Renewal of Term**. The City and Contractor mutually agree to extend the term of the Agreement for an additional five (5) years, commencing October 1, 2016 and terminating on September 30, 2021.

3. **Rates**. The City and Contractor hereby agree that the existing rates for Contractor's solid waste services are those set forth in Exhibit A, attached hereto and fully incorporated herein by this reference. Any solid waste rates not expressly stated in Exhibit A which were previously approved by the City under the Agreement shall remain unchanged. The rates adopted pursuant to the Agreement shall be adjusted annually consistent with Section 5.2 of the Agreement. The first such adjustment after this Second Addendum is approved and executed by the City and Contractor shall take effect on October 1, 2016.

4. **Franchise Costs**. Pursuant to Section 29 of the Agreement, Contractor agrees to pay the City Two Thousand Five Hundred ($2,500.00) Dollars for the reasonable legal and administrative costs incurred related to the renewal of the Franchise. Payment shall be made to the City no later than thirty (30) days from the effective date of this Second Addendum.

5. **Recycling Container**. The definition of "Recycling Container" in Section 2.32 is modified to read as follows:

"Shall mean a fourteen (14) gallon recycling bin or sixty four (64) gallon or thirty five (35) gallon recycling cart ("Recycling Cart") used by residential customers and one or more ninety six (96) gallon recycling center bins for commercial and multiple dwelling unit customers, or other types of recycling bins approved by the Authorized Representative, to store recyclable materials for collection and disposal service. Recycling Carts shall have a yellow lid. The 14 gallon bins for residential customers shall be discontinued upon distribution of recycling carts."

6. **Recycling Container Distribution**. New Section 4.2 C 7 is added as follows:

> "Contractor shall distribute one (1) newly manufactured sixty four (64) gallon Recycling Cart to each residential unit at no charge to the resident. Recycling Carts will be distributed pursuant to a schedule mutually determined by the City and Contractor. Contractor shall maintain, at all times, a sufficient number of carts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled carts to new residential units that are added during the term of this contract. Carts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Residents desiring a recycling cart smaller than the 64 gallon default sized Recycling Cart can request a cart exchange to a 35 gallon cart. Cart exchanges must be made within 60 days of initial distribution. Cart exchanges requested in this 60 day period will be at no charge to the resident. Cart exchanges requested after this 60 day period shall be at a cost to the resident of $25.00. The Contractor shall be responsible for the purchase, distribution and repair of Recycling Carts that have been damaged by Contractor's actions."

7. **Exhibit B** is modified so that the change in CPI shall be calculated as the percentage change from April of the preceding year to April of the current year.

8. This Second Addendum shall take effective immediately upon the date that the both parties have approved and fully executed this Second Addendum. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as authorized corporate officers and on behalf of the undersigned corporations.

Signed, sealed and witnessed in the presence of:

ATTEST:

CITY OF COCOA
a Florida Municipal Corporation

_____
Carie Shealy, City Clerk

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Ronald Kaplan, Asst. Sec.

WASTE MANAGEMENT INC. OF FLORIDA
a Florida Corporation

_____
Timothy Hawkins, Pres.

State of Florida
County of Broward

The foregoing Second Addendum was acknowledged before me this ____ day of _____ 2016, by Timothy Hawkins, as President of Waste Management Inc. of Florida, a Florida corporation, who is personally known to me or who produced _____ as identification.

_____
Notary Public
Print name:_____
My Commission expires_____

Legislation Details (With Text)

File #:	16-96	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	City Business
File created:	3/11/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	To Approve a Resolution to Amend the FY2016 Budget to transfer funds from Contingency; To Authorize the City Manager to Sign Task Order #2016-11 with Water Resource Associates, Inc. under the Water Resource Consultant Services Agreement Amendment #3 for the review of City of Cocoa Utility Meter and Billing Management. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Mr. Conner's and Heritage Isle Meter Reading Systems and Processes TO-FN-WRA 2016-11 (3-11-16) $93000 PROPOSAL City of Cocoa Water Bill Audit SOLE SOURCE - WATER RESOURCE ASSOC --- Water Resource Consultant Services WRA Certificate of Liability May 2016 Utilites Handbook Rev October 2013 Customer Service Policy Manual Rev October 2013 Rates, Fees, and Charges Resolution 2016-21.pdf BAF-FN-1510 BA for Water Resource Consult (3-22-16)-FY16.pdf BAF-UT-4010 Water Resource Consultant Services (3-22-16)-FY16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2016
Agenda Date: March 22, 2016
Prepared By: John A. Titkanich, Jr., City Manager
Jessica Dovale, Utility Customer Service Manager
Through: Teri Butler, Finance Director
Requested Action:

To Approve a Resolution to Amend the FY2016 Budget to transfer funds from Contingency; To Authorize the City Manager to Sign Task Order #2016-11 with Water Resource Associates, Inc. under the Water Resource Consultant Services Agreement Amendment #3 for the review of City of Cocoa Utility Meter and Billing Management.

BACKGROUND:

City Council directed staff to review concerns related to a utilities customer's high consumption as well as concerns expressed by other customers (Heritage Isle Residents, as well as those posted on our social media accounts) at its February 9, 2016 regular City Council meeting. Attached hereto, please find several documents, of which the first two provide staff's review and findings memorandum to the City Manager regarding the requested review of concerns raised by our utility customers. The second document, informational in general, entails an overview of the meter reading systems and processes. The City Manager subsequently consulted with the various utility related consultants contracted by the City on the concerns raised and solicited a proposal (Task Order) to review, evaluate, and audit the meter reading and billing processes and verify/validated meters and meter reading equipment. This independent evaluation/audit will provide City Council, our customers and staff a report related to the aforementioned concerns. The evaluation/audit process will take approximately 4 months to complete and the detailed Scope of Services is attached.

The Utilities Handbook, Customer Service Policy Manual, and Utility Rates, Fees, and Charges, have been before Council for approval of policy revisions since November 10, 1994. The most recent revision published was approved on August 12, 2013 Resolution #2003-100. The most recent Utility Rates were approved on September 8, 2015 Resolution 15-061 as recommended in Burton & Associates Utility Rate FY15 Study.

Under current metering practices, the City of Cocoa attempts to collect actual monthly reads of all 83,700 meters. All of the meters are read and billed each month. The meter reading process takes approximately 18-20 business days, and during this time fourteen Meter Readers and one Manager, each collect approximately 320-360 readings/day. 70% of the meters must be visually read by walking and physically touching the meter while the other 30% of the meters emit a reading through radio frequency when a mobile collector device is within range of transmission through a combination of driving and walking the designated routes.

The Meter Reader secures the current reading and does not calculate monthly consumption as they are not provided any record of the meter reading from the previous month. Water consumption is then calculated within the Utility Customer Information System by determining the difference between the current reading and the previous reading. All customer accounts with anomalies resulting in higher than the expected average consumption are reviewed and the meter is likely visually re-read to determine the authenticity of the original reading or to determine the possibility of a leak as a courtesy to the customer *prior* to the bill being issued.

Of the 83,700 meters there are approximately 550 or 0.006% misread meters per month. These readings, if not identified prior to the bill being issued, are corrected during the next month's reading consumption calculation, if not sooner.

It is important to note, the City of Cocoa contracts with many other surrounding municipalities to provide Billing Services that are included on the City of Cocoa Utility Bill and are calculated in the total amount due to the City of Cocoa. Revenue for those services is remitted monthly to each respective municipality. As our partner, municipalities evaluate and increase their service rates; therefore it has a direct impact on the total billable amount of what is often perceived as the "water bill" by customers outside the City of Cocoa.

Staff is recommending approval by City Council for the joint project to review both Utility Meter Management and Utility Billing Management. This effort will provide the City Staff and Council with a statistically accurate accounting of current City of Cocoa water meter and billing management. At the

core of this evaluation/audit is the City's desire to ensure our customers confidence in our utility meter management and billing processes. This effort will be achieved by contracting the services of Water Resource Associates, Inc. (WRA) through task order #2016-11 under the Water Resource Consultant Services Agreement. WRA will review internal metering and billing policy compliance, conduct verification on meter equipment to determine accuracy, and provide recommendations, if warranted, to strengthen internal controls and safeguard asset resources.

STRATEGIC PLAN CONNECTION:

As part of the strategic planning process, City Council adopted Core Values for the City; to which the City is committed to being accountable, professional and providing "responsive and exceptional service." The results of the evaluation/audit will advance these values.

BUDGETARY IMPACT:

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

Amount Requested:	$93,000
Account Number From:	421-4010-536.39-00
Account Name:	Contingency
Account Number To:	421-4010-581.91-01
Account Name:	Transfer to General Fund 001
Amount Requested	$93,000
Account Number From:	001-0000-381.91-21
Account Name:	Other Sources (Non-Rev)
Account Number To:	001-1510-536.34-00
Account Name:	Contract Services

RECOMMENDED MOTION:

To Approve a Resolution to Amend the FY2016 Budget to transfer funds from Contingency; To Authorize the City Manager to Sign Task Order #2016-11 with Water Resource Associates, Inc. under the Water Resource Consultant Services Agreement Amendment #3 for the review of City of Cocoa Utility Meter and Billing Management.

City of Cocoa Utility Customer Service
Interoffice Memo

TO: John Titkanich, City Manager

THROUGH: Teri Butler, Finance Director

FROM: Jessica Dovale, Utility Customer Service Manager
via Lora Howell, Deputy Finance Director

DATE: February 22, 2016

SUBJECT: Research of Water Customer Service Complaints during Delegations at Feb 10, 2016 City Council Meeting

City Council Meeting February 9, 2016 - Heritage Isle Residents

Routes 426 and 429 combined contain 1825 meters for the subdivisions Fairway Lakes, Wyndam, Waterson, and Heritage Isle being the largest capturing approximately 1400 of the meters in these two routes. All meters in Heritage Isle are radio read with the exception of 6.

In FY15, 999,482 water and re-use meters were read and in 3,685 occurrences those meters were misread providing an error rate of .0036% for the year. Three of those misreads were in routes 426 & 429. The age of meters in routes 426 and 429 combined are as follows.

FY15 Meter Reading			
	Total Meters Read	Total Misreads	Total Misreads 426 & 429
October	82901	256	0
November	82962	226	0
December	83057	377	0
January	83101	335	0
February	83210	229	1
March	83301	257	1
April	83366	299	0
May	83404	295	0
June	83442	302	0
July	83498	349	1
August	83602	423	0
September	83638	337	0
Total	**999,482**	**3,685**	**3**

Meter Install Year	
2016 - 2011	714
2010 - 2006	989
2005 - 2001	122
older than 2000	0
Total	1825

Mr. Eugene Conner * 3124 Savoy Dr. * Melbourne, FL 32940

- I was contacted by Don Downs from Utilities regarding information sought from Wayne Price, Florida Today, reference Mr. Conner's water bill. The specific information I bulleted (attachment A) for Mr. Downs was not provided in totality to Mr. Price to be included in the FL Today article (attachment B). Below summarizes our actions with Mr. Conner. It is important to note the unexplained water loss occurred over 13 days, not 2 as Mr. Conner stated; and, we provided Mr. Conner with a high consumption credit removing two-thirds of his bill, not one-third as FL Today stated in their video.
    - After we read the meter we went out to check for a leak and to be sure we read the meter correctly. We did read the meter correctly and there wasn't evidence of a leak at the meter.
    - We stopped Mr. Conner's bank draft and contacted him about the high consumption of 90,000 gallons.
    - Upon learning Mr. Conner was out of town we went out and turned off his water temporarily.
    - Mr. Conner has a digital meter that is capable of provided a report of exactly what date and time the water went through his meter. We provided a copy of the report to him (attachment C). The report goes back to the end of July and indicates 13 days of consumption September 16th through September 28th.
    - 90,000 gallons of water over 13 days is approximately 6900 gallons a day or 288 gallons an hour or just under 4.8 gallons a minute. To put that in perspective the average garden hose flow is approximately 9-10 gallons a minute. Your average household appliance (washing machine, dish washer, shower head, toilet, etc.) can range between 2 and 7 gallons depending on the age and conservation design of the equipment. (I found these examples on the internet)
    - We offered to perform a calibration test on Mr. Conner's meter and have him present for the test if he believe it is not working. Calibration will test the accuracy of the meter. Mr. Conner has not requested us to perform this test.
    - Mr. Conner's bill was $923.90 for sewer and water and we provided a high consumption credit in the amount of $606.94. His bill for this consumption is $325.34

- Mr. Conner, during the 2/9 city council meeting delegations, raised comments that were posted on the FL Today article (attachment D). Upon research of the comments I learned the following.
    - **CarolinaBilly Cree (aka Billy Creech 380343-87982)**
        - Sent stuck meter letter in Feb 2015 for zero consumption for an entire year. Customer contacted us and disputed anything being wrong with meter and stated they use very little water for 2 people living in the home. We entered a work order to check for a stuck meter. WFO confirmed stuck meter; digital meter installed Feb 2015. Customer back billed for 12 months, 1,000 gallon consumption per month (total of 12, 000 gallons for year). Customer voiced discontent over matter.
        - Nov 2015 high consumption of 15,000 gallons 11/2015 (average is 3); customer contacted us about high consumption and we pulled data log report and checked for leak at meter. Report shows continuous unexplained water usage 10/1/2015 through 12/1/2015 (attachment E). Report mailed to customer. Explained and offered calibration testing; customer declined. Bill was $123.23; customer not eligible for high consumption credit but we did adjust the late fee. Customer voiced discontent over unexplained water loss.

- **Tracy Howard (aka Daniel Howard 41551-39112)**
  - High consumption reading Jan 2016 for 12,000 gallons (average is 5); customer initiated re-read request. Correct read was for 6,000 gallons (meter reader read 559 instead of 553; sent customer new bill for corrected amount.
  - High consumption reading Nov 2014 for 15,000 gallons (average is 5); customer initiated re-read request. Correct read was for 6,000 gallons (meter reader read 499 instead of 490; sent customer new bill for corrected amount.
  - Processed for non-payment eight times since 1998.
- **Ted Lund (aka Theodore Karl Lund III 362885-79278)**
  - June 2015 high consumption 13,000 gallons (average is 5); customer called with complaint about not being able to read meter. Issued work order for maintenance read; changed out register due to condensation. Customer not eligible for high consumption credit; customer requested to see register. Had the register sent to customer service and invited customer in to see it. Customer voiced discontent over unexplained water loss.
  - Processed for non-payment twice since 2011; customer consistently carries balance on account and pays late fees frequently in 2015.
- **Karen Berman (209975-133190)**
  - High consumption Sept 2014 and billed for 12,000 gallons (average is 7); customer called and inquired about high bill. Misread previous month's Aug bill for 1,000 gallons, then Sept bill reflected both month's consumption with correct reading.
  - High consumption reading Nov 2014 for 17,000 gallons (average is 6); customer called about high bill and provided correct reading. Correct read was for 7,000 gallons (meter reader read 439 instead of 429; sent customer new bill for corrected amount.
- **Faye and Fred Eichholzer (234377-154720)**
  - Comments on FL Today article and at 2/9 council meeting on behalf of Mr. Conner, her neighbor. Mr. & Ms. Eichholzer believes the length of time Mr. Conner's water was used was over a period of two days. Customers went to great lengths to display impossibilities of 90,000 gallon water loss over 2 days. The data logger report indicates it was over 13 days.
  - High consumption for Sept 2014 and billed for 8,000 gallons while out of town as seasonal customer and consumption is expected to be zero. We re-read the meter and checked for a leak. It took us a bit of time to get the read as the box was flooded. Customer was not eligible for high consumption credit as she was billed for 8,000 and the threshold is 20,000 gallons.
  - Customer's comment referenced Jan 2016 bill being only $1 more than the previous month when they were out of town. Customer used 1,000 gallons each in January and in December. The reason for the $1 increase was due to Brevard County Sewer rates increasing from $22.21 to $23.32 effective January 2016.

- **Michael Marcontell (aka 245723-56050 owner/rental, Virginia Hillyer 199113-88446 residence/mailing address via property appraiser's website)**
    - Customer appears to have pattern of high consumption annually in May of most years. Higher months range between 10,000 and 12,000 gallons (average fluctuates 5 to 7); however, there are much of the higher consumption is achieved through gradual increases and decreases in the months around it.
    - Dec 2014 reading 5,000 gallons (average at this time was 4); customer initiated re-read request. Correct read was for 2,000 gallons (meter reader read 145 instead of 142; sent customer new bill for corrected amount.
  - Mike Wilson (unable to find associated account)
  - Christin Marie Bowman (unable to find associated account)
  - Nathan Smith (unable to find associated account)
  - Charles Georges (unable to find associated account)

- David T. Moore provided comments on behalf of Mr. Conner's situation at the 2/9 council meeting during delegations.
  - Mr. Moore's meter has been a customer since Jan 2006. His meter has been misread twice; once in 2008 and once in 2009. Both times we sent a corrected bill. His meter register was changed out due to age in 2010. There is no evidence in call notes or work orders suggesting we did not sent someone out after his request to do so. Customer's meter has been estimated six times since 2006.

Heritage Isle Resident Forum Complaints (most comments were not actual complaints Attachment F)

- **Judy Shattuck (322823-164742)**
  - Customer contacted our office Nov 2015 to discuss billing cycles as she states in comment she was away for a month and didn't use any water. Her average bill is between $50-60 and consumption is 3-4,000 gallons. I pulled the audio of the call and Judy stated she was gone for the entire month of August; however, her billing cycle doesn't coincide with her travel dates. Thus she had minimal consumption for half of the month on either side of her travel (meter is read middle of the month). In October the water rate had just increased her bill a few dollars the previous month to her phone call as well. Her county sewer service has since increased too. Judy validated her misunderstanding on the phone with Customer Service and thanked the CSR for explaining it to her.
- **Carol Geiges (291835-152522)**
  - Customer had high consumption in Nov 2015 of 5,000 gallons (average is 1). We re-read the meter and the reading was correct. However, customer personally saw their lawn care provider take large water barrels over to her neighbors outside faucet and fil it up.

- **David Saylor (aka Terraces at Heritage Isle 310747-163848)**
    - Customer stated sudden increase in bill from same time last year for master meter condo. It's hard to say what could be the increase be it the rates, different residents moving in or out, etc. In June 2015 there was high consumption with unknown loss for 108,000 (average then was about 70).

Mr. Conner's Meter Calibration – February 19, 2016 work order WF1355517

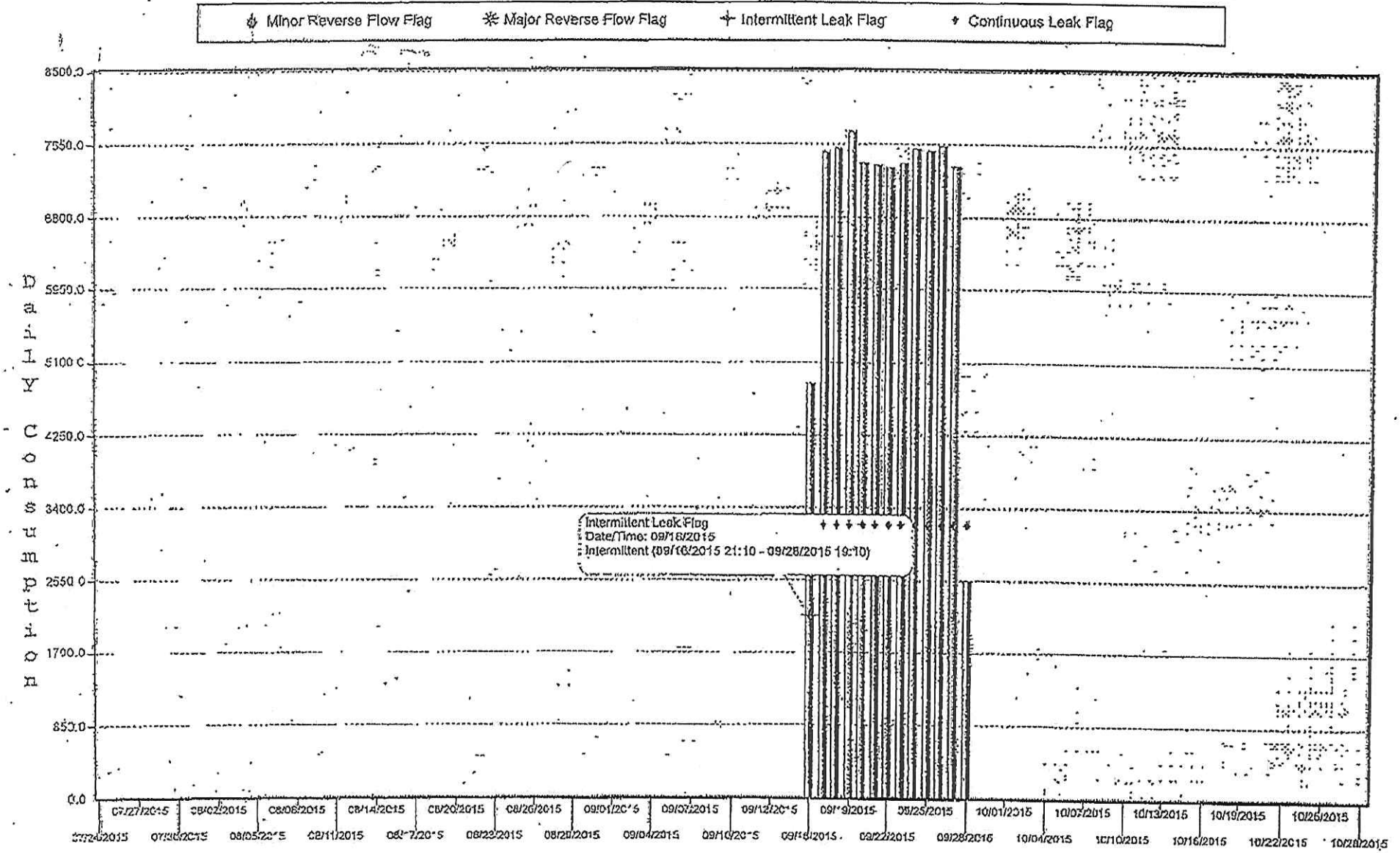
The calibration of Mr. Conner's meter has been completed as a courtesy and free of charge by representatives of Cocoa's Water Field Operations and Mr. Conner was present to witness. Four calibration tests were performed (two at 2 GPM and two and 10 GPM) and the results are detailed in Attachment G. The results indicate the meter is operating within normal limits.

Attachment C (Conner, Eugene)

N_SIGHT R900 Report

E-Coder R900i Data Logging Report

MIU#: 1852270609 Acct: Unknown Mtr#: 1852270609 Addr: 3124 SAVOY DR for 07/24/2015 through 10/28/2015, WATER, 5/8" - 1" T-10, GALLONS



Interval (Daily)

Attachment G

WF1355517 / 001 City of Cocoa PAGE 1

REQ. DATE: 02/17/16 02/17/16 16:30:31
CREW: WATER FIELD OPERATIONS TD
LOCATION: 3124 SAVOY DR LOC ID: 154722
SUBDIVISION: LOC. ZIP: 32940
GEN. LOC.: VIERA COMP DATE: 02/17/16
REQ DEPT: Utilities Department PRIORITY: High
REQUESTOR: MELINDA KEESEE ORIGIN: INTERNAL
REQ USER: COCOMMK AUTH USER: COCOMMK WRK TYPE: ROUTINE
CALIBRATE METER @ 3124 SAVOY DRIVE, VIERA

CALIBRATE METER @ 3124 SAVOY DRIVE, VIERA
CATEGORY: UT WFO CX MAINT OPS UTCX
TASK: CALIBRATE METER 28 READY
DEPT: Utilities Department UT
SCHED START: 02/17/16 SCHED COMPLETION: 02/17/16
CREW: WATER FIELD OPERATIONS TD
CUSTOMER: CONNER, EUGENE CUSTOMER ID: 73181
CUST. PHONE: (321) 759-2961 ( )

JOB ORDER INSTRUCTIONS
CALIBRATE METER @ 3124 SAVOY DRIVE, VIERA

JUR: SUNTREE CL: RESIDENTIAL SEC: ROCKLEDGE SUNTREE
NON METERED: CYCLE ROUTE SMTWTFS

SERVICE/SEQ : WA 000 WATER CYCLE/ROUTE: 04 26
METER NUMBER : 088873577
MAKE : N NEPTUNE
SIZE : 0075 THREE-QUARTER INCH
LOCATION : E 5 - FRONT RIGHT CORNER
SPECIFIC LOC:
HAZARD :
READING SEQ : 1060
COMMENTS : BOX LID NEEDS REPLACING/WORK ORDER CREATED
ASSOCIATED DEVICES: RR 1852270609
CURRENT READING: NEW READING:
TGAL
: BEGINNING READ: 0101351.61
: ENDING READ: 0101475.76
:
:

COMPLETION INFORMATION
COMPLETE DATE: 2/19/16
ACTION TAKEN: METER CALIBRATED SUCCESSFULLY AND OPERATES WITHIN DESIGNED LIMITS.

CHRIS COLLIER
ROBERT MAILER
DONNIE HOWARD
NATHAN EDWARDS
} 3:04 PM TO 4:11 PM

LOW FLOW TEST 1 - 102.1 %
LOW FLOW TEST 2 - 101.8 %
HIGH FLOW TEST 1 - 99.81 %
HIGH FLOW TEST 2 - 99.72 %

ATTACHMENTS: 1) EMAIL DATED 2/19/16 - RESULTS
2) SENSUS TEST METER CALIBRATIONS
3) CUSTOMER METER CALIBRATIONS
4) DATA LOG / CUSTOMER

Christopher Collier

From: Christopher Collier
Sent: Friday, February 19, 2016 6:42 PM
To: Lora Howell; Jessica Dovale; Teri Butler; John Titkanich; John "Jack" Walsh; Donnie Howard; Robert Haile
Subject: RE: media request for comment (3124 Savoy Dr.)

Good evening all,

City of Cocoa Field Operations team members met with Mr. Conner at his property located at 3124 Savoy Dr. from 3:04 PM to 4:11 PM today (2/19/16). Cocoa team members included:

Chris Collier – Manager
Robert Haile – Asst. Superintendent
Donnie Howard – Supervisor II (Meter/Backflow shop)
Nathan Edwards – Meter Technician

Four calibration tests were performed (two at 2 GPM & two at 10 GPM). The results are as follows:

1) The two low flow tests (2 GPM for 10 gallons) calibrated higher than 100% at 102.1 % and 101.8% which is 0.6% and 0.3% higher than the standard upper limit of 101.5%
2) The two high flow tests (10 GPM) calibrated lower than 100% at 99.81% and 99.72% which is 1.31% and 1.22% higher than the standard lower limit of 98.5%.
   Note: The calibrated Sensus meter used as the comparison meter was tested on the MARS test bench prior to the field tests that were conducted (tested at 12:00 PM today). Although using the calibrated comparison meter method is acceptable, field tests are inherently not as accurate as the bench tests performed with the gravimetric MARS test equipment in WFO.

The above figures indicate that during the course of a normal water usage day, the combination of low flow and high flow rates result in an accurate meter reading for this particular meter. At the assumed 4.8 GPM flow rate during the time period in question, it is our belief that the meter was operating within normal limits.

It should be noted that there were spigots in the front and back of the home, and a storm drain is located within 10 feet of the spigot in the back.

Mr. Conner did ask if I was aware of the other meter complaints in the same neighborhood to which I replied in the negative. I advised that we were there to calibrate the meter in question, and to ascertain whether or not there were any City of Cocoa service line abnormalities related to Mr. Conner's property. I gave several examples of high water usage incidents, and how the customers involved in those incidents resolved their issues. He remained very puzzled as to how 90,000 gallons of water was used, and I advised that it would be improper for me to speculate as to what happened to that water during the time period in question.

The entire exchange was cordial, and even though he is still questioning where the water went, he is happy to know that the meter is registering properly. Mr. Conner did ask about the reading schedule, and wanted to know when the meter reader would be in his neighborhood. I referred him back to Customer Service for the answer to that question.

I will be forwarding a copy of work order WF1355517 (Calibrate Meter) and all related paperwork to Customer Service on Monday after it has been properly completed.

Meter reading at time of arrival: 0101351.61
Meter reading after calibrations: 0101475.76

If you have any further questions, please let me know.

Have a great weekend!

Chris M. Collier
Field Operations Manager
City of Cocoa Utilities
351 Shearer Blvd., Cocoa, FL 32922
(321) 433-8811 | ccollier@cocoafl.org

Serving our Community with PRIDE!

Stay Connected: www.cocoafl.org

From: Christopher Collier
Sent: Wednesday, February 17, 2016 3:37 PM
To: Lora Howell <lhowell@cocoafl.org>; Jessica Dovale <jdovale@cocoafl.org>; Teri Butler <tbutler@cocoafl.org>; John Titkanich <jtitkanich@cocoafl.org>; John "Jack" Walsh <jwalsh@cocoafl.org>; Donnie Howard <dhoward@cocoafl.org>
Subject: RE: media request for comment (3124 Savoy Dr.)

Good afternoon all,

I spoke to Mr. Conner this afternoon (3:28 PM), and we are scheduled to calibrate his meter this Friday (2/19/16) at 3:00 PM as requested. I will follow up with the meter calibration results and our interaction with Mr. Conner subsequent to the test.

Thank you!

<Cocoa>

Test Report

TestName:	Bench:	TestDate:	TestTime:	UserID:
5/8 Sensus 5 gal	5-1000	2/19/2016	11:57:43 AM	Default

SubTestName:	5/8 Sensus 5	Units:	Gallons	Tank:	100 Gal
Line:	1" Line	Rate:	5.00	Volume:	20.00
Low Tol:	1.50	Actual Rate:	5.33	Actual Volume:	20.16
High Tol:	1.50				

Loc:	Meter Model:	Serial Number:	ReadBefore:	ReadAfter:	Accuracy:	Passed:
1	SR2	70518844	0.0000	20.2100	100.25	Yes

SENSUS TEST METER LOW FLOW TEST (5 GPM)

CALIBRATION METER

<Cocoa>

Test Report

TestName:	Bench:	TestDate:	TestTime:	UserID:
5/8Neptune med10	5-1000	2/19/2016	12:06:45 PM	Default

SubTestName:	med	Units:	Gallons	Tank:	100 Gal
Line:	1" Line	Rate:	10.00	Volume:	50.00
Low Tol:	1.50	Actual Rate:	10.16	Actual Volume:	50.36
High Tol:	1.50				

Loc:	Meter Model:	Serial Number:	ReadBefore:	ReadAfter	Accuracy:	Passed:
1	SR2	70518844	20.2100	70.6800	100.22	Yes

SENSUS TEST METER HIGH FLOW TEST (10 GPM)

CALIBRATION METER

CITY OF COCOA
Serving the Community

City of Cocoa, Florida

UTILITIES DEPARTMENT
600 School Street
PHONE (321) 639-7677
Cocoa, Florida 32922
FAX (321) 639-7522

CITY OF COCOA

WATER METER CALIBRATION REPORT

Customer Name: M. Conner

Address: 3124 Savoy Dr.

Customer ID: _____ Location ID: 154722

Meter No: 888 73577

Reason for Calibration: Customer Request

* *

1st Rdg. - 0101351.65

Test Results of Meter: PASSED Date: 2-19-16

1st Test

LOW FLOW TEST:

Reading prior to test: 0101355.60
Reading after test: 0101365.79
Meter Volume: 10.19 ÷ Tester Volume: 10.00 x Tester Accuracy: 100.2 %
Accuracy: 102.1 %

Flow gallons: 10
Rate of Flow: 2 g.p.m.

3rd Test

HIGH FLOW TEST:

Reading prior to test: 0101375.91
Reading after test: 0101425.73
Meter Volume: 49.82 ÷ Tester Volume: 50.01 x Tester Accuracy: 100.2 %
Accuracy: 99.81 %

Flow gallons: 50
Rate of Flow: 9.8 g.p.m.

Serving the Community

City of Cocoa, Florida

UTILITIES DEPARTMENT
600 School Street, Cocoa, Florida 32922
PHONE (321) 639-7677 FAX (321) 639-7522

CITY OF COCOA

WATER METER CALIBRATION REPORT

Customer Name: Mr. Conner

Address: 3124 Stacy Dr.

Customer ID: _____ Location ID: 154722

Meter No: 888 73577

Reason for Calibration: Cust. Request.

* *

Test Results of Meter: Passed Date: 2-19-16

LOW FLOW TEST: (2nd Test)

Reading prior to test: 0101 365.79
Reading after test: 0101 375.91
Meter Volume: 10.12 ÷ Tester Volume: 9.96
Accuracy: 101.8 %

Flow gallons: 10
Rate of Flow: 2 g.p.m.
x Tester Accuracy: 100.2 %

HIGH FLOW TEST: (1st Test)

Reading prior to test: 0101 425.73
Reading after test: 0101 475.76
Meter Volume: 50.03 ÷ Tester Volume: 50.27
Accuracy: 99.77 %

Flow gallons: 50
Rate of Flow: 9.8 g.p.m.
x Tester Accuracy: 100.2 %

City of Cocoa Meter Reading Systems and Processes

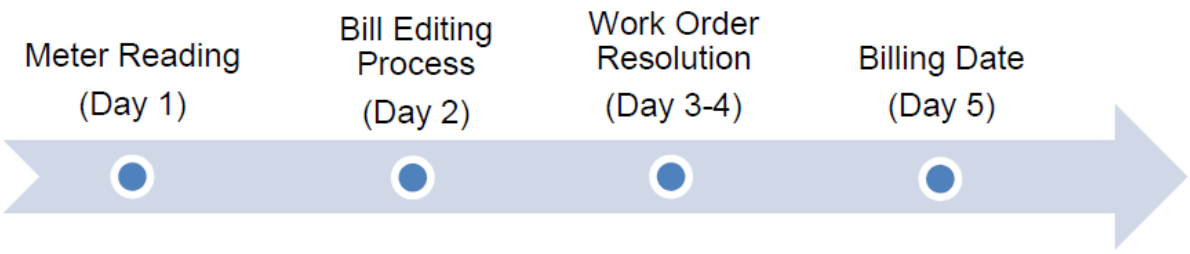
This document describes the processes associated with the collection of meter reads, as they currently exist. The information documented was compiled over the course of multiple interviews with Customer Service, Billing, and Field Service staff and reviews of both paper and digital documentation as well as the City's SunGard Utility Billing database. This review was conducted by Jessica Dovale, Utility Customer Service Manager.

METER READING PROCESS

Under current practices, the City of Cocoa attempts to collect actual monthly reads of all ~83,700 meters. All of the meters are read and billed each month. For organizational purposes, the City of Cocoa has divided the water distribution system into cycles servicing the following geographical groups:

Cocoa (water and reclaimed)
Pt. St. John (Brevard County)
Titusville
Cape Canaveral
Cocoa Beach
Merritt Island (Brevard County)
Rockledge
SunTree/Viera (Brevard County)
Government (NASA, Patrick Airforce)
Interconnections (City of Titusville – water; City of Rockledge - reclaimed)

Within each of these cycles, there are varying numbers of organized routes. A meter route consists of a list of meter numbers, their addresses, the order in which they're to be read, and any pertinent comments such as location of a meter on a particular lot. The meter readers start each route of meter reading approximately 3-5 business days before the targeted date for bill issuance. Although the meter reading schedule is affected by weather and scheduled holidays, the completion of the monthly reading process is usually 20-22 business days, assuming no technical or weather related problems exist.



There are currently two different processes which must be completed in order to attempt the collection of meter reads. The reading processes and individual steps required to collect reads using each of the two systems are outlined on the following table and graphically depicted on the diagram in Appendix 1.1. For each reading device/technology, the table outlines the steps required to collect the reads in a format which can be uploaded into the SunGard Utility Billing Module.

METER READING PROCESSES FOR EACH READING DEVICE

Step	Reading Device/Technology	
	Radio Frequency (Neptune) (~20,500)	Visual/Manual (Itron) (~63,200)
1	Customer Service manages utility file maintenance in SunGard for meter type and serialization to customer account, assigned service fees, customer assigned cycle and route, etc. that makeup the billing profile and sequence for the customer. The Billing file is subdivided into many smaller routes within a single cycle.	
2	Billing file route is uploaded onto NOMAD 900 computer by Field Service Office Clerk.	Billing file route is uploaded into Itron FC300 handheld device by Field Service Office Clerk.
3	Readings are automatically collected as reader passes by each RF meter	Reader visits each address in attempt to visually collect reading
4	Reads are downloaded from the device to N-Sight 900 mobile computer and transferred and uploaded to City network	Reader manually keys the read into the Itron FC300 or handwrites the read on hardcopy printout
5	n/a	Reads are downloaded from FC300 device onto the City network and handwritten reads are sent to the billing office in City Hall

The meter reading processes described in this memo begin in the Billing Office and end when the meter reading department downloads the last of the meter read files onto the City's network. A detailed description of the meter reading process associated with each of the reading devices follows.

Neptune Drive-by Radio Read System

The Neptune system was installed in 2005/2006. Equipment includes a laptop, the mobile collector unit (N Sight 900) and handheld units (Neptune CE 5000 and Neptune NOMAD 900). The City's system has a short range radio transmission which is connected to a computer and driven around the City. When the radio is close enough to a radio read equipped meter, the reading is transmitted to the Neptune system. There are approximately 20,500 accounts which are read using this system and collecting these reads requires approximately 1-2 days per route.



The process for downloading reads and transferring them to the SunGard water billing system is as follows:

1) The Field Service Office Clerk creates an export file for each cycle route from City Hall that defines where and how to collect the radio meter reads.
2) The Field Service Office Clerk imports the SunGard files into the Neptune drive-by laptop.
3) The Meter Reader collects the reads by driving around the assigned route.
4) The reads are downloaded by the Field Service Office Clerk where the billing department can access them and import them back into SunGard creating bills.

Each reading route, a portion of accounts will not be collected through the drive by system due to transmission issues or various equipment failures. If a visual read can be achieved, the Meter Reader will key a visual reading into the mobile computer system. If a visual reading cannot be achieved, the Meter Reader will skip the account. A paper based maintenance re-read work order will automatically generate when the route is downloaded. See re-reads for more information on maintenance re-reads.

Visual/Manual Reads

Visual/Manual reads involve the meter reader to physically visit each meter by foot and read it. The Meter Reader is assigned an Itron FC300 handheld unit each day. The route is pre-loaded daily in the Itron device by the Field Service Office Clerk.



In collecting a read, the Meter Reader is prompted with only the address and meter serial number of the next meter to read in his/her designated route. The Meter Reader enters the left four digits on the meter register dial because the City of Cocoa bills consumption in 1,000 gallon increments. These digits are often in black font on a white background. The digits in white font on a black background are the hundreds and tens places and are not recorded for billing purposes. The Meter Reader is not provided the previous reading for review, thus he/she must enter the reading from visual inspecting the meter register.

The process for downloading reads and transferring them to the SunGard water billing system is as follows:

1) The Field Service Office Clerk creates an export file for each cycle route from City Hall that defines where and how to collect the visual/manual meter reads.
2) The Field Service Office Clerk imports the SunGard files into the Itron FC300.
3) The Meter Reader collects the reads by walking and visually inspecting each meter register on the assigned route.
4) The Meter Reader keys the read into the device.
5) The reads are downloaded by the Field Service Office Clerk where the billing department can access them and import them back into SunGard creating bills.

Each reading route, a portion of accounts will not be collected due to various equipment failures, limited access, or weather related circumstances. When a visual reading cannot be achieved, the Meter Reader will place a code into the device with the reason the meter cannot be read. A paper based

maintenance re-read work order will automatically generate when the route is downloaded. See re-reads for more information on maintenance re-reads.

Types of Visual/Manual Meter Re-reads and their Processes

Occurs prior to creation of bills

Maintenance Re-read: Maintenance re-read paper based work orders are visual/manual reads and are issued to a Maintenance Meter Reader and collected the following day after the initial attempt to read the meter. If a visual read can be achieved, the Maintenance Meter Reader documents the read on the paper work order and forwards it to the billing department for manual entry of the meter read on the account. If a visual read still cannot be achieved, the Maintenance Meter Reader documents the reason on the paper work order and forwards it to the Billing Department for a request to enter a maintenance work order. Maintenance work orders are issued to the Water Field Operations maintenance crew for prompt action. Only after several unsuccessful attempts to collect a meter read will the meter read be estimated. There are approximately 1,700 Maintenance re-reads completed per month.

Billing Re-read: Billing re-read work orders are visual/manual reads and are issued to a Field Service Representative and collected the following day. Billing re-reads are initiated from the Billing Department during review of the billing exception report and serve two purposes: to confirm the initial reading and to check for a possible leak. These re-reads are documented on the paper work order and forwarded to the Billing Department. If the Billing re-read confirms the initial read that was gained by the Meter Reader is correct the bill is then released. See *Analysis of reads for unusual consumption after data upload* for more information. There are approximately 500 Billing re-reads completed per month.

Finals Re-read: Finals re-read paper based work orders are visual/manual reads and are issued to a Field Service Representative. Finals re-reads are initiated from the Billing Department during review of the final billing exception report and serve two purposes: to confirm the final reading and to check for a possible leak. These reads are documented on the paper work order and forwarded to the Billing Department for entry into SunGard database for a calculated final bill. There are approximately 20 Final Re-reads completed a month.

Occurs after bills are mailed to customers

Bank Draft Re-read: Bank Draft re-read work orders are visual/manual reads and are issued to a Field Service Representative. Bank Draft re-reads are initiated from the Billing Department during a daily review of all bills over $100 from accounts setup with ACH debit from a checking or saving account. Bank Draft re-reads are done as a courtesy to avoid debiting an unusually large amount from a customer's bank account as well as to check for a possible leak. These time sensitive re-reads are documented on the paper work order and forwarded to the Billing Department. If the Bank Draft re-read confirms the initial read that was gained by the Meter Reader is correct an Accounting Technician contacts the customer to inform them of the unusual consumption and gain guidance whether to stop or continue the bank draft. There are approximately 100 Bank Draft re-reads completed per month.

Customer Service Re-reads: Customer re-read paper based work orders are visual/manual reads and are issued to a Field Service Representative. Customer re-reads are initiated from customers who called with a concern about their bill and wish to have their meter re-read for validation due to unusual consumption on the bill recognized by the customer. If the initial read that was billed was correct the customer is charged a fee for the re-read as the City of Cocoa lacks the resources necessary to continuously re-read meters that were initially read correctly. These reads are documented on the paper work order and forwarded to the Customer Service Department for follow-up with the customer. If the initial read that was billed was incorrect the customer is not charged a fee and the billing is corrected immediately to reflect the correct reading. A new bill with a new due date is sent to the customer through the Billing Department. There are approximately 40 Customer re-read work orders requested per month.

Interconnections

The City of Cocoa has two interconnections with surrounding communities. The first is for potable water to the City of Titusville. The Meter Reader reads the Titusville master meter each month. The second is for reclaimed water to the City of Rockledge. The Meter Reader reads both interconnections each month.

Reading Device Maintenance

Annual maintenance service agreements on the Itron and Neptune meter reading equipment are maintained each fiscal year.

Hi/Low Limits in Meter Reading Device

Numeric fields that define the highest meter reading or the lowest meter reading that is expected to be captured at a particular account. The high and low value are assigned by the billing system and uploaded into the meter reading device with the assigned route information. The device makes an audible noise to alert the Meter Reader than an out of range reading has been entered which prompts him/her to double check the reading. The high and low limits established for the City of Cocoa devices are +/- 10,000 gallons.

Analysis of reads for unusual consumption before data upload

There is no identification of unusual consumption prior to uploading the data into the SunGard Utility Billing module. The meter readers and the reading devices do not have access to historical consumption data, which would be required to identify abnormalities in meter read data-set.

Advanced Meter Data Logging

The Neptune radio frequency meters have advanced technology that can tell the City of Cocoa and the customer not only that the excess consumption occurred but exactly when it occurred. The City of Cocoa can send a Field Service Representative to retrieve up to 96 days of historical data directly from the meter and download it into a an hourly consumption graph report. The report can be given to the customer. <u>This technology is not available on the visual/manual read meters.</u>

Analysis of reads for unusual consumption after data upload

The City of Cocoa uses exception reports in billing. Exception reports are generated after the route file is uploaded into the SunGard system from the meter reader devices. The reports contain exceptions in the billing process. Types of exceptions that are being reviewed daily are negative reads, high usage, zero usage, missing reads, and possible leak detection. The two Accounting Clerks process an average of 10-15 routes per day and research approximately 60-100 exceptions per day, many of them resulting in new work orders.

Billing Adjustments

The City of Cocoa's policy on approving billing adjustments encompasses numerous possibilities such as plumbing leaks, irrigation system malfunctions, pressure washing, unexplained/phantom usage, water theft, sewer waivers for outdoor usage, meter over/under registration, courtesy, etc. Water loss is an expense to the City and an adjustment is a courtesy to the customer. The City of Cocoa's water rate is structured in tiers and customer's benefit financially when conserving water and using less. Rates increase as consumption increases. When providing a credit for high consumption the City still has to consider recovering, at a minimum, the expense of producing the water, plus bond covenants do not permit the City of Cocoa to give away free water. The credit is provided through changing the water rate to the lowest tier fee. The difference between the cost of the consumed or lost water at the higher applicable tier for the consumption at the customer's average lower tier is how the adjustment is provided. For example, if the average residential customer outside the City of Cocoa uses 90,000 gallons of water but their average consumption is 4,000 gallons their initial bill and subsequent billing adjustment would be calculated as follows:

Regular Bill: Consumption: 90,000
Base fee: $15.03
1st tier - Consumption 0-6,000 gallons: $18.72 (6 * $3.12)
2nd tier - Consumption 7-12,000 gallons $35.88 (6 * $5.98)
3rd tier - Consumption 13-24,000 gallons $93.60(12 * $7.80)
4th tier - Consumption 24,000 and < gallons $693.66 (66 * $10.51)
Total bill: $841.86 usage + $15.03 base = $856.89

Billing Adjustment: Consumption: 90,000
Base fee: $15.03
Average consumption: 4,000 – this customer is normally billed in the 1st tier rate structure.
1st tier - Consumption 90,000 gallons: $280.80 (90 * $3.12)
Resulting in a billing adjustment of: $561.06 (841.86 full tier rate less $280.80 1st tier rate)
Total bill: $280.80 usage + $15.03 base = $295.83

Personnel/Staffing

Field Services Department

The Meter Reading Department is currently staffed with twenty-three individuals including one Field Service Manager, fourteen Meter Readers, two Maintenance Meter Readers, one Senior Field Service Representative, five Field Service Representatives, and one Field Service Office Clerk. The Field Service Office Clerk handles the network transfer of files, the assignment of reading routes, and the collection of both Neptune radio reads and Itron visual/manual reads. The assignment of reading routes are continuously rotated between the Meter Readers every month.

During the approximate 20-22 business day meter reading process, the fourteen meter readers are tasked with collecting over 83,700 reads from locations with either visual read meters or Neptune radio frequency equipped meters. Not allowing for travel time between meter locations, access issues, and problematic equipment, each meter reader is charged with collecting approximately 6000 meters/month or 300-320 meters/day and each Maintenance Meter Reader is charged with collecting approximately 38-43 maintenance reads/day.

Of the 83,700 meters there are approximately 550 or 0.006% misread meters per month.

The six Field Service Representatives are tasked with approximately 3600 work orders a month that provide support to the Utility system such as turn-on new accounts, shut-off accounts, check for stuck meters, billing re-reads, customer service re-reads, bank draft re-reads, finals re-reads, non-payment shut-offs, delinquent turn-ons, and illegal connections. Often there is a priority of work order type and the re-reads are often held over for several days which subsequently keeps the bill on hold for the same length of time sometimes up to 4-5 days.

In addition to the completion of monthly meter reading activities, the Field Service Department is often tasked with the management and performance of the City's damaged meter box and damaged meter box top replacement program with nearly 400 work orders just since January 2016.

Billing Department

The Billing Department is currently staffed with two Accounting Clerks, one Customer Service/Accounting Technician, and two Accounting Technicians. The Billing Department is also contracted to provide contractual billing services to the following entities/municipalities:

City of Cocoa Beach
Cape Canaveral
City of Rockledge
City of Titusville
Brevard County
Sun Lakes
Colony Park

The two Accounting Clerks process an exception billing report for each route each month. Currently the exception reports can only be reviewed at a high level looking for significant anomalies in billing due to the increased volume of exceptions needing reviewed to the limited amount of staff available to review them. Most of the re-read work orders are generated from the Accounting Clerks.

The Accounting Technicians are tasked with tracking and posting all of the receivables daily, generating the bills, maintaining account services and rates, producing reports, and canceling and issuing a new bill in accounts, remitting revenue to the entities we bill for, etc.. These positions ensure the collection of funds processed by third party vendors and the system reporting are balanced daily.

FINDINGS

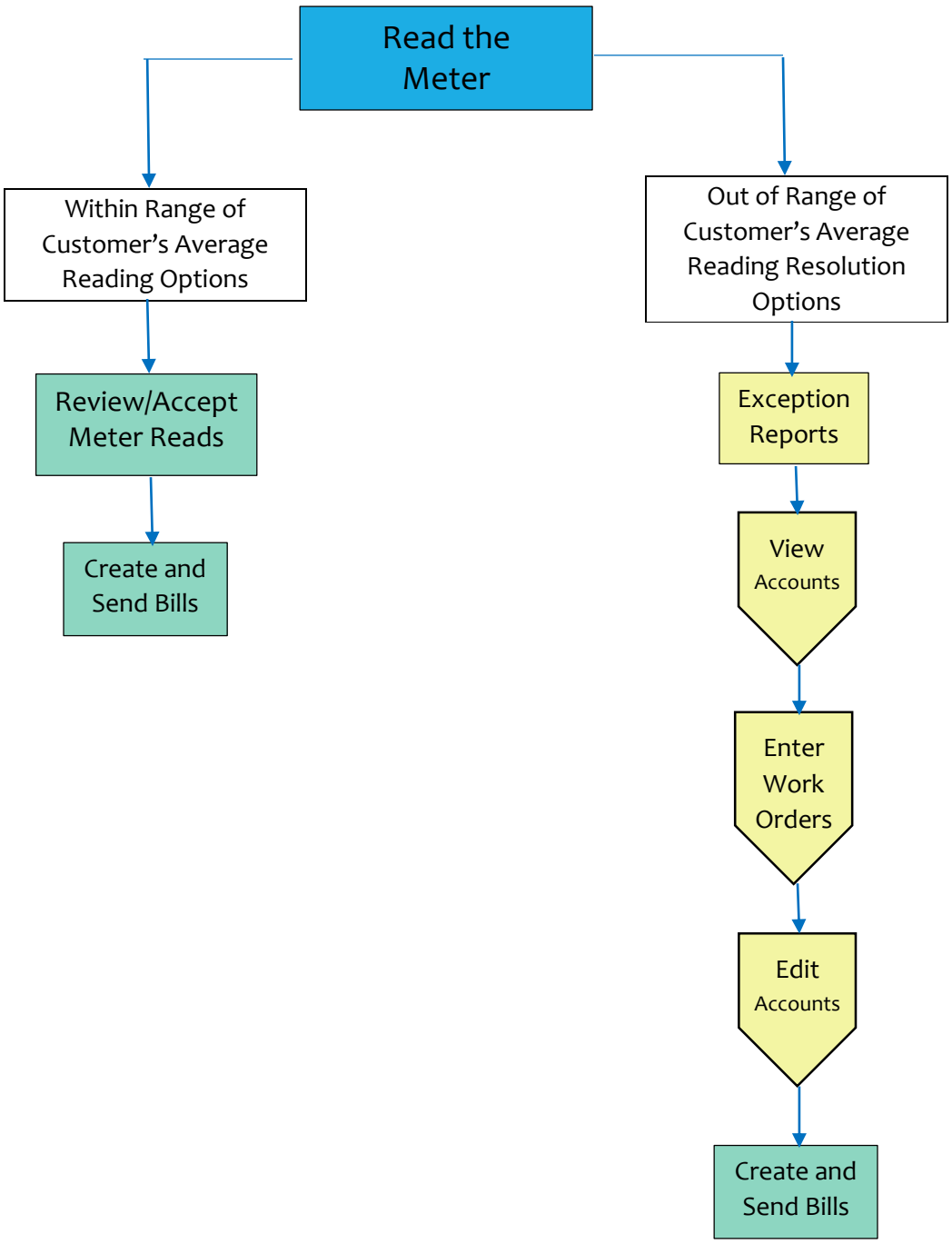
The following findings concerning the City's water meter reading programs are presented below:

1. The City currently uses two discrete meter reading systems. Each is a stand alone system requiring use of proprietary equipment and one of the systems require one or more instances of manual data entry. Systems which require such a high level of manual entry are prone to the inclusion of errors in the billing database.
2. The number of meters from which readings must be collected as visual/manual reads is likely responsible for most if not all estimated reads/bill as well for misreads. Meter reading in systems which require a high percentage of manual reads are inherently labor-intensive.
3. Automated meter reading systems largely resolve most of the meter reading challenges the City of Cocoa faces as there is a reduction in human error and is able to pinpoint exactly when consumption occurred.
4. Although meter readers attain an accuracy rate of more than 99%, when a customer has high bill concerns, staff routinely process a work order for the meter to be reread. Reducing the number of these work orders may save staff hours annually.
5. An additional Accounting Clerk position would allow the Billing Department to dig deeper into each of the exceptional reports for more anomalies prior to the bill being sent out; however, adding a position has a cause and effect relationship with the impact of increased work order for the already taxed Field Service Representatives. The additional out of range anomalies that are investigated directly increases the number of work orders entered which increases the work load of Field Service Representatives.

APPENDICIES

Appendix 1.1 Work Flow Schematic

APPENDIX 1.1: WORK FLOW SCHEMATIC



Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4308245&GUID=D899B3A4-22D7-42B8-8598-A73846CC6B4B* is a secure document that has been embedded in this document. Double click the pushpin to view.



PROPOSAL

City of Cocoa Water Billing Audit

Issue:

The City of Cocoa is receiving complaints from water customers related to excessive water bills. The City would like to conduct an independent audit to determine if the excessive bills are the result of City metering practices or anomalies resulting from water practices by the customer.

Goal:

Provide the City with a statistically accurate accounting of current City of Cocoa (City) water meter and billing management to determine the cause and validity of higher than expected water bills to City water customers.

Objectives

1. Review internal metering and billing policies and procedures to determine effectiveness and accuracy
2. Determine if policies and procedures are being followed by the City
3. Conduct meter reading equipment verification to determine accuracy of equipment
4. Provide recommendations, if warranted, to eliminate customer billing complaints

Major Tasks

1. **Preliminary Analysis**
    a. Review contracts, regulations, ordinances, industry standards , policies and procedures, and customer complaints.
    b. Determine if City SOPs are in conformance with industry standards, applicable laws and efficient and accurate methodology
2. **Field Observations**
    a. Collect approximately 100 -150 meter readings based upon a statistical based random sample of various usage levels to compare against readings taken by City staff.
    b. Determine if City meter readings are being taken accurately and in conformance with SOPs
3. **Historical Data**

a. Review billing records over the past 12 month period to determine history of excessive billing (greater than 120%) of historical average and determine how the billings were handled by the City.
b. Determine if higher than normal readings are common, statistical problematic and procedures used by the City are sufficient to resolve issues

4. **Independent Meter Testing**
    a. Includes the replacement of approximately 50-75 water meters for a period of 14 days to compare against existing meter data to determine accuracy of existing meters.
    b. Determine the accuracy of current metering equipment
5. **Final Report of Findings and Recommendations**
    a. Prepare a report of all finding sand submit recommendations for corrective action if warranted. Includes presentation to the City Council, if required.

Schedule

Time to complete all tasks – approximately 4-5 months.

Cost to Complete Work

Note: All Task amounts are "Not to Exceed" and based upon a time and materials in accordance with the attached WRA Rate Schedule.

Task 1……$18,500

Task 2……$16,000

Task 3……$26,000

Task 4……$14,500

Task 5……$15,000

Subtotal……**$90,000**

Expenses……$3000

Total……**$93,000**

WRA - 2016 FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$165.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Staff Environmental Scientist	$90.00
Environmental Scientist	$65.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W & Color Prints)	$2.00 per sheet
Mylars	$10.00 per sheet
Mileage	$0.54 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

Approved by Council
03/24/2015 Item #V.2

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #3

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of February 19, 2015 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2015 and terminating on April 26, 2016.

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

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
3RD AMENDMENT FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. *Charges within a calendar year will not be made on a project in progress without prior notification.*

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ 0.575 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual Cost + 15%)

Approved By Council
04/22/2014 Item VIII.6

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #2

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of March 17, 2014 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2014 and terminating on April 26, 2015.

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

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature 3/19/14 Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature 4/22/2014 Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES – 2014 FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Charges within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (PER HOUR) *

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

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Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ 0.565 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual Cost + 15%)

Approved By Council on 04/09/2013 Item V.3

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #1

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of March 11, 2013 by and between the **City of Cocoa** and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2013 and terminating on April 26, 2014.

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

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature 3/20/2013 Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature 3-9-13 Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

*** EXHIBIT-A ***

WATER RESOURCE ASSOCIATES - 2013 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
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Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.565 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

Approved by Council on
04/27/2010 Item VIII.3

AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.,** a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consultanting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, and its principals, employees, resident project representatives (and assistants).

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

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

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Consultant without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 **General Services.** For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

5.3 **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

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

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consultanting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional

and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Consultant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Consultant shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Consultant be open and freely exhibited to the City for the purpose of examination and/or audit.

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

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

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

17.2 Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

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

17.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

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

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

17.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

33.1 Consultant hereby represents and warrants to the City the following:

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

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

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

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

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: Michael C. Blake
Michael C. Blake
Print Name/Title: Mayor

CONSULTANT:

By:

Print Name/Title: Mark D Francel, Pres

ATTEST:

By: Jan Clark
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

Exhibit A

WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$195.00
Senior Facilitator	$160.00
Senior Professional Engineer	$160.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$130.00
Senior Planner	$130.00
Engineer	$125.00
Geologist	$125.00
Planner	$100.00
Environmental Scientist	$100.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.55 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lassiter-Ware Insurance of Tampa Bay
4401 West Kennedy Blvd
Suite 200
Tampa FL 33609

RECEIVED FEB 28 2013

CONTACT NAME: Jude Sutton
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co of Conn	25682
INSURER B: Travelers Indemnity Co of Amer	25666
INSURER C: Hudson Specialty Ins. Co.	37079
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Water Resource Associates, Inc. DBA WRA
4260 West Linebaugh Avenue
Tampa FL 33624

COVERAGES CERTIFICATE NUMBER: 12-14 Cert REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			6802A199206TCT12	5/31/2012	5/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			6802A199206TCT12	5/31/2012	5/31/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		IDTBHUB8339L63912	12/15/2012	12/15/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Claims Made			ESB2826131302	3/1/2013	3/1/2014	EACH CLAIM AGGREGATE	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is an additional insured under the terms and conditions of the Professional Liability policy with respect to work performed by the named insured as required by written contract. WRA #0689

CERTIFICATE HOLDER

The City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Schmaltz/JOANR Patricia Lara Schmaltz

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AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.,** a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consultanting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, and its principals, employees, resident project representatives (and assistants).

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

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

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Consultant without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 General Services. For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

5.3 Witness Services. For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

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

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consultanting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional

and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Consultant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Consultant shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Consultant be open and freely exhibited to the City for the purpose of examination and/or audit.

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

b. Ownership of Documents. The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

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

17.2 Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

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

17.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

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

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

17.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

33.1 Consultant hereby represents and warrants to the City the following:

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

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

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

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

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: _____
Michael C. Blake
Print Name/Title: Mayor

CONSULTANT:

By: _____
Print Name/Title: Mark D Famell, Pres

ATTEST:

By: _____
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

Exhibit "A"

WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$195.00
Senior Facilitator	$160.00
Senior Professional Engineer	$160.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$130.00
Senior Planner	$130.00
Engineer	$125.00
Geologist	$125.00
Planner	$100.00
Environmental Scientist	$100.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.55 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

WRA Water Resource Associates

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance of Tampa Bay 4401 West Kennedy Blvd Suite 200 Tampa FL 33609	CONTACT NAME: Jude Sutton PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8600 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00037526
INSURED Water Resource Associates, Inc. 4260 West Linebaugh Avenue Tampa FL 33624	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Indemnity Co of Conn — 25682 INSURER B: Travelers Indemnity Co of Amer — 25666 INSURER C: Hudson Specialty Ins. Co. — 37079 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 12-13 Renewal Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			6802A199206TCT12	5/31/2012	5/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		IDTBHUB8339L63911	12/15/2011	12/15/2012	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY CLAIMS MADE			ESB2826131201	3/1/2012	3/1/2013	EACH CLAIM ANNUAL AGGREGATE	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

The Certificate Holder is an additional insured under the terms and conditions of the Professional Liability policy with respect to work performed by the named insured as required by written contract. WRA #0689

CERTIFICATE HOLDER

The City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Schmaltz/JUDES — Patricia Marie Schmaltz

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Lassiter-Ware Insurance of Tampa Bay
1300 N. Westshore Blvd
Suite 110
Tampa FL 33607

CONTACT NAME: Sandi Ricard, CIC
PHONE (A/C, No, Ext): (800)845-8437 FAX (A/C, No): (888)883-8680
E-MAIL ADDRESS: SandiR@lassiter-ware.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Indemnity Co.of Amer	25666
INSURER D : Crum & Forster Specialty	44520
INSURER E :	
INSURER F :	

INSURED

Water Resource Associates, LLC & WRA: ELL
4260 West Linebaugh Avenue

Tampa FL 33624

COVERAGES CERTIFICATE NUMBER: 15/16-Update WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			6802A199206PHX15	5/31/2015	5/31/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			6802A199206PHX15	5/31/2015	5/31/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP7E7779831547	5/31/2015	5/31/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		IDTBHUB8339L63915	12/15/2015	12/15/2016	[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
D	Professional Liab Incl in General Liab Limits			PKC103095 CLAIMS MADE	5/31/2015	5/31/2016	EACH CLAIM AGGREGATE	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is an additional insured under the terms and conditions of the Professional Liability policy with respect to work performed by the named insured as required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Schmaltz/SANDIR



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Exhibit A: RATES, FEES, AND CHARGES
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Appendix 1: CONTACT LIST (Utilities Department telephone numbers)
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Appendix 3: *Florida Statutes 812.14 Trespass and larceny with relation to utility fixtures.*

SECTION 1 RIGHTS AND RESPONSIBILITIES

1.1 APPLICATION FOR SERVICE

Prior to making application for new service requiring utility construction, the customer should contact the City of Cocoa (hereinafter "City") Engineering Division for requirements and costs associated with constructing a new utility service. The general requirements are described in the City's *Technical Provisions for the Construction of the Water Distribution System, the Water Reclamation System, and the Wastewater Collection System* (hereinafter "*Technical Provisions*") and Standard Detail Drawings which are available from the Engineering Division.

Application for water, waste water, or reclaimed water service from the City is made through the Customer Service Division located at City Hall, 65 Stone Street, Cocoa, Florida. A customer or a duly authorized agent may apply for service by mail, over the telephone or internet, or in person, with proper identification. By applying for service, the customer agrees to abide by all current and future provisions of this *Utilities Handbook* (hereinafter "Handbook").

1.2 RIGHT OF WAY AND ACCESS

As a condition of service, the customer grants to the Utilities Department all rights and privileges necessary for the rendering of service. Utilities Department employees must have access at all times to the City's facilities located on the customer's premises. Access is limited to the installation, operation, maintenance, inspection, and/or removal of utility appurtenances. Failure to provide access to Utilities Department personnel is grounds for discontinuance of service. The Utilities Department is not liable for trespass during the performance of these activities. Vehicles or large movable objects that block access to the utilities right-of-way may be towed at the customer's expense.

1.3 RELOCATION OR ADJUSTMENT OF UTILITIES

Standard residential 3/4" and 1" meter relocations or adjustments with no concrete or asphalt open cuts, no site restoration work, and less than ten feet in length will be performed by the City at a cost as provided in Exhibit A Rates, Fees, and Charges.

Residential 3/4" and 1" meter relocations or adjustments that require a permit, concrete or asphalt open cuts, site restoration work, or are longer than ten feet will

require a cost estimate from the Engineering Division and the customer will be required to pay that cost prior to the work being performed by the City.

The City will not relocate or adjust 3/4" and 1" residential meters within subdivisions currently being developed or within one year of acceptance by the City. The owner must contact the developer who shall have its utility contractor relocate the meter under the direct supervision of the Utilities Department.

When relocation or adjustment of the City's facilities is necessary for a multifamily or commercial building due to a change in the customer's operation or construction or due to a customer's request, such relocation or adjustment will be designed by an engineer and constructed by a utility contractor provided by and paid for by the customer. The relocation or adjustment will be in accordance with Section 2.2 Utility Extension Policy & Procedure.

In the event that relocation of a customer's point of service (see Section 1.5) is required by the City, a new on-site service line may be installed by a licensed plumber at no cost to the customer. The customer will provide the necessary access to the property for such an installation and will assume responsibility for same upon relocation.

The relocation work or connection of the customer's facilities will be warrantied for any defects in the construction for a period of one year. The City however will not be responsible for cost associated with damage caused by natural disasters, breaks, acts of God, misuse of the facilities, or any other cause beyond the control of the Utilities Department.

1.4 LIMITS OF LIABILITY

The Utilities Department will use reasonable diligence to provide dependable service but **DOES NOT GUARANTEE** continuous and uninterrupted service.

The City is not liable for want of supply or for any occurrence, act, or omission caused directly or indirectly by mechanical failure of equipment and/or facilities; repairs or adjustments to its system; riots, strikes, civil unrest, insurrections; accident; litigation; interference by Federal, State, or municipal governments; acts of God; acts of the public enemy; or any other cause beyond the control of the Utilities Department. The City reserves to itself full discretion in reducing the amount of water available, in serving some customers to the exclusion of others, or, if necessary, in discontinuing water, reclaimed water, or waste water services.

1.5 CUSTOMER FACILITIES

The City is not responsible or liable for the customer's utility system beyond the following points of service:

- Water: the meter and/or backflow prevention assembly
- Reclaimed Water: the meter and/or curb stop
- Waste water: the City's sewer cleanout or the property line
- Fire Protection/Suppression Systems: the meter, backflow prevention assembly, and the bottom fitting in the ground downstream of the double detector check valve.

The City does not assume any responsibility for or liability arising because of the condition of plumbing or apparatus on the premises of the customer. Metered water is the property of the customer. The Utilities Department is not liable for loss or damage to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of metered water on the customer's premises.

1.6 Florida Statute 812.14 TRESPASS AND LARCENY WITH RELATION TO UTILITY FIXTURES

The entire text of Florida Statute 812.14 is contained in Appendix 3. In summary, it is unlawful to willfully alter or tamper with a utility meter, pipe, or other property belonging to the utility; to connect to the utility without the utility's consent; or to use the utility without paying for the service. At its discretion, the City may prosecute in criminal and/or civil court any person who violates this Statute.

SECTION 2 EXTENSION OF UTILITY SYSTEMS

2.1 UTILITY SERVICE

2.1.1 Requirements

A customer desiring service that requires a main extension shall follow the Utility Extension Procedure contained in this Article. The water meter must be set along the frontage of the property being served. This includes flag lots and ingress/egress easements. Existence of a private utility easement across adjacent properties does not eliminate the requirement for a water main extension across the frontage of the property. The water meter must remain with the property for which it is originally set. It must not be relocated or transferred to another property.

Water main extensions must be completed and accepted by the Utilities Department and cleared by the Florida Department of Environmental Protection (FDEP) prior to furnishing utility service. Main extensions may be required to eliminate service line crossings at major roads or to eliminate services connected to water transmission mains. Water mains and reclaimed water mains must extend across the entire frontage of all properties to be serviced and across all vehicle entrance ways of new subdivisions. Off-site interconnections or tie-ins may be required, as deemed necessary by the Engineering Division, to insure system integrity and eliminate dead-end systems.

Sewer mains must be extended, at the greatest depth possible, up to the nearest lot line or across all entrance drives or streets. In areas where no gravity sewer exists, the customer may be required to install a sewage pump station that meets the City's specifications. Construction costs due to pumping capacity and manhole/wetwell depths greater than customer requirements may be offset by the City. Location, depth, and capacity of the pump station must be approved by the Utilities Department. Pump station sites are to be deeded to the City and should be 50 feet by 50 feet in size unless otherwise approved by the Engineering Division. Privately operated sewage pump stations may be permitted if operation and maintenance are provided by the owner.

2.1.2 Costs

Main extensions are at the expense of those desiring service. The customer shall engage private engineering and construction contractor services at his/her own expense.

All plans and specifications are subject to the City's approval. The City reserves the right to over-size or to require minimum sizes for any main extension or utility installation.

2.1.3 Policy Exceptions

Special cases that do not conform to normal conditions to which these policies apply may be appealed to the City Manager. The City Manager, or a designee, may grant exceptions to the policies to provide relief in cases where extenuating circumstances justify such action. Exceptions are granted only on a case-by-case basis and are not to be considered a change of policy or as setting a precedent.

2.1.4 Conformance with Technical Provisions

All utility system installations and extensions must be constructed in conformance with the latest revision of the *Technical Provisions* and Standard Detail Drawings in effect at the time plans were approved by the City. If over six months has elapsed since the plans were approved by the City, all installations must conform to the revision of the *Technical Provisions* and Standard Detail Drawings in effect as of the date of the pre-construction conference. The materials and installation as described in the *Technical Provisions* and Standard Detail Drawings take precedence over the engineer's plans unless approved in writing by the Engineering Division. The *Technical Provisions*, Standard Detail Drawings, and a schedule of rates, fees, and charges are available at the Engineering Division located at 351 Shearer Boulevard, Cocoa, Florida.

The constructed facilities are subject to inspections by City representatives for compliance with the City's *Technical Provisions*, Standard Detail Drawings, plans, and specifications. Ample notice and opportunity for inspection of new facilities, pipe, fittings, connections, and thrust blocks must be provided by the contractor. All required testing must be performed by the contractor in the presence of a City representative.

2.2. UTILITY EXTENSION POLICY & PROCEDURE

2.2.1 Utility Extension Policy

The City will accept for operation and maintenance utility extensions constructed for the purpose of providing service to areas within the franchise boundaries of the City. Utility extensions include water distribution systems, firelines, waste water collection

systems, and reclaimed water distribution systems. The City is not obligated to accept any extension or render service until the requirements contained in this section have been met.

A Utility contractor is required for all main extensions and the main extension up to the point of service for the fire line system. A fire line contractor is required for the installation from the point of service for the fire line system and the DCDA

2.2.2 Utility Extension Procedure

Prior to any utility extension in the City's service area, the City must review the plans. A Plan Review Charge is collected in accordance with Exhibit A Rates, Fees, and Charges. A check made payable to the City of Cocoa must be submitted with the plans for review.

2.2.2.1 Initial Submittal

The City will perform a preliminary review of plans. Send one set of plans that have been prepared, signed, and sealed by an engineer registered in accordance with Florida Statutes to the Engineering Supervisor. The set must include water and or waste water and or reclaimed plans showing the location of the mains, distance off proposed pavement, size and type of mains, size and type of services, fire hydrant with hydrant tees, gate valve locations, restrained pipe lengths, proposed length of pipe, locations of other utilities; manholes, laterals, slope, water and sewer calculations, fire flow calculations, *Technical Provisions;* and Standard Detail Drawings.

The City will send a letter to the engineer of record requesting revisions to the plans, if necessary, or advising that the plans are acceptable and instructing the engineer of record to submit the (revised) plans for final review.

2.2.2.2 Final Submittal

Send three sets of plans and FDEP permit applications that have been prepared, signed (all with original signature), and sealed by an engineer registered in accordance with Florida Statutes to the Engineering Supervisor. See above 2.2.2.1

If the mains will be installed within Florida Department of Transportation (FDOT) right-of-way, a FDOT permit application must also be submitted. (See Section 2.2.2.4 FDOT Permit.)

The City will review the final set of plans and, once acceptable, the Engineering Division will approve the plans. Then a set of plans and the permit applications will be sent to the Utilities Director for approval. Then the Engineering Secretary will advise the engineer of record to pick up the approved plans and submit them to FDEP.

2.2.2.3 FDEP Permit

FDEP requires that the City's *Technical Provisions* and Standard Detail Drawings are included with the plans. The engineer of record is responsible for submitting the approved set of plans and permit application to FDEP.

2.2.2.4 FDOT Permit

FDOT requires a permit for work within FDOT right-of-way that requires open cutting or crossing of pavement or sidewalks. The permit application is prepared by the engineer of record and submitted to the Engineering Division. The owner/developer shall sign the City's **Construction Agreement** and the owner/developer shall have the City's **Hold Harmless and Indemnification Agreement** signed by all contractors and subcontractors that will provide preparation, installation, and clean-up of the utility work within the FDOT right-of-way. The agreements must be approved by the City Manager. Then the permit application will be signed by the Utilities Director or designee and forwarded to FDOT.

2.2.2.5 Requirement Letter

The City will send a requirement letter to the engineer of record once the City has received the FDEP permit. The requirement letter outlines all the items necessary for acceptance of the utility extension and lists the fees and charges due including impact fees, meter charges, and backflow prevention assembly charge.

2.2.2.6 Payment of Charges

Prior to preconstruction for the new utility system, payment of the following charges is required: Jumper Meter Installation Charge, all Painting Charges, and Fire Protection Service Charge.

Connection Charges must be paid with the meter installation charge.

The Meter Installation Charge can be paid before or after utility system acceptance. However, the meter will not be installed until the utility system has been

accepted for service by the Utilities Department. The customer should allow two to four weeks after the utility system is accepted for meter installation.

2.2.2.7 Preconstruction Meeting

A preconstruction meeting is required prior to installation of a utility extension. The utility contractor and his/her field Superintendent is required to attend this meeting and provide proof of registration as a State-certified underground utility contractor. The meeting is held in the Utilities Administration Building at 351 Shearer Blvd., Cocoa. The utility contractor is responsible for arranging the meeting time with the Inspection Supervisor. It is recommended that the engineer of record and the project owner attend this meeting. The preconstruction meeting will cover the schedule for payment of fees and charges, materials and installation, the contractor's installation schedule, inspection, testing, and acceptance of the utility system.

2.2.2.8 Material Inspection

An inspection of all material is required before it is installed. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector.

2.2.2.9 Wet Taps

All wet taps will be performed by a private tapping contractor that must be on the City's list of approved tapping contractors.

2.2.2.10 Open Ditch Inspection

After the utility extension has been installed, an open ditch inspection is required prior to backfilling the trench. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector. The Inspector will check pipe installation and conformance with plans and specifications.

2.2.2.11 Pressure Test and Chlorination

After the utility extension has been installed and backfilled, all mains shall be swabbed. Foam swabs shall be flushed through the new mains. The swabbing shall be done by the contractor under the direct supervision of the Engineering Inspector . After swabbing, a pressure test is required. The water system is tested at 150 psi for two hours to test for leakage and structural soundness. The first hour is to be witnessed by the utility contractor; the last hour is to be witnessed by the City's Engineering

Inspector and the utility contractor. The utility contractor is responsible for scheduling this test with an Engineering Inspector.

After the pressure test is successfully completed, the water line and appurtenances must be chlorinated. Disinfection will conform to the applicable provisions of American Water Works Association Specification C-651. The chlorine solution must remain in the pipe for at least 24 hours before flushing. No flushing is allowed between bacteriological sampling. All Chlorinated water is required to be de-chlorinated prior to discharge.

2.2.2.12 Bacteriological Testing

A bacteriological test will be performed by a private laboratory in accordance with the City's "Bacteriological Testing Procedures By Private Laboratories" (Appendix 2).

2.2.2.13 FDEP Clearance

Clearance from FDEP is required before the temporary jumper can be removed. The engineer of record shall submit to the City a completed FDEP form "Certification of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking Water Facility into Service" (Clearance Form) and, if a general permit was obtained from FDEP, as-built drawings that have been signed (original signature) and sealed by the engineer of record.

The City will attach a copy of the FDEP permit, pressure test sketch showing the sample points, bacteriological test results, and a copy of the as-built drawings, if required, to the Clearance Form. The Clearance Form is then approved by the Utilities Director and mailed to FDEP. Submittal of the Clearance Form by the engineer of record to the City is time sensitive since the bacteriological test results cannot be older than 60 days by the time they are received by FDEP.

2.2.2.14 Final Inspection

After all tests of the utility extension have been successfully completed, a final inspection must be scheduled. The final inspection consists of checking for concrete valve pads, blue reflectors at the fire hydrants, meter boxes installed to grade, curb stops properly installed in the meter boxes, service line locations marked on the curb, all valves are open, and proper paint used on items that require painting. The utility contractor is

responsible for scheduling this inspection with an Engineering Inspector. It is recommended but not required that the utility contractor be present for the final inspection. The City will send a letter to the utility contractor if any discrepancies are found.

2.2.2.15 Acceptance of Utility Extension

After the utility extension has been properly installed and successfully tested in accordance with the Utility Extension Policy, and after all required documents described below have been received by the City, the City will send a letter of acceptance to the owner.

2.2.2.16 As-Built Drawings

The City requires three sets of as-built drawings ("as-builts") signed (all with original signature) and sealed. The as-builts can be certified by a Florida-registered surveyor or the engineer of record as to the accuracy of the information supplied. The engineer of record must certify that the utility extension has been installed in accordance with the approved plans and specifications. The information provided on the as-built drawings must conform to the City's latest *Technical Provisions* and Standard Detail Drawings.

2.2.2.17 Bill of Sale; Maintenance Bond/Security.

The Bill of Sale conveys ownership of the utility extension to the City so the City can operate and maintain the system. The City's Bill of Sale form must be completed by the owner of the project and submitted to the City. In addition, the City reserves the right to require a maintenance bond or some other security covering the utility extension for a period of up to two (2) years depending on the specifications of a particular extension. The bond or other form of security must be in a form deemed acceptable to the City.

2.2.2.18 Easement

If the utility extension is installed on private property, a Water Line and Ingress/Egress Easement is required. The Water Line Easement is to be a 15-feet-wide surveyed easement centered over the utility extension. The Ingress/Egress Easement is usually for the entire property and allows the City to enter the property to operate and

maintain the water line. The City's Easement form must be completed by the owner of the project and submitted to the City. The City sends the Easement to the Brevard County Clerk of Court for recording.

2.2.3 Non-Accepted Systems

The City is not obligated to repair or to provide field locations on any system that has not been accepted for operation and maintenance. No connections will be made to and no meters will be installed on any system until after the system is accepted and all applicable charges have been paid to the City.

2.2.4 Private Utility Systems

Private utility systems are generally discouraged by the City. However, in those cases where a privately-owned and maintained system has been permitted, the owner of such system must file an affidavit of ownership and maintenance with the City. This affidavit must include the owner's name, address, telephone number, and after-hours emergency telephone number.

City inspectors have the right to inspect any portion of the private system for excessive leakage or non-approved connections. Any deficiencies noted must be corrected within ten days of written notice by the City.

2.3 FIRE PROTECTION SYSTEM REQUIREMENTS

The City provides water service for fire protection. On public, commercial, and multifamily residential fire protection systems, the City requires a double check detector assembly (DCDA), the size of which has been determined by a private fire protection system Engineer. The City is responsible for operating and maintaining its water system up to and including the DCDA piping leg and in-ground 90-degree or 45-degree fitting on the customer's side of the DCDA. The City has determined the point of service for the fire line system to be the gate valve installed at the fitting upstream of the DCDA. A fire line contractor is required for the installation of the DCDA.

The fire protection system design must include a safety factor of five psi. Materials for and installation of the DCDA shall be in accordance with Section 2.2 Utility Extension Policy & Procedure and the City's current *Technical Provisions* and Standard Detail Drawings.

The City charges a Fire Protection Service Charge in accordance with Exhibit A Rates, Fees, and Charges. The customer must pay the first year's Fire Protection Service Charge prior to the preconstruction meeting for the utility extension.

For new systems, the Contractor will test the DCDA and provide the backflow certification to the City's Engineering Division. If the test fails, the customer's contractor must have the DCDA repaired by a licensed backflow technician and re-test the DCDA.

The City charges a Fire Line Painting Charge in accordance with Exhibit A Rates, Fees, and Charges. The customer must pay the Fire Line Painting Charge prior to the preconstruction meeting for the utility extension. After acceptance, the City will paint the fire line.

For existing fire protection systems, the Water Field Operations is responsible for operating, maintaining, repairs, and testing of the existing DCDA. Customers requiring repair, maintenance, operation, or testing of the existing DCDA shall contact Water Field Operations located at 351 Shearer Boulevard, Cocoa, Florida.

Private fire line contractors are prohibited from operating, maintaining, repairing, and testing DCDA owned, operated, and maintained by the City of Cocoa except as authorized by Water Field Operations. The City will not be responsible for any cost incurred by the customer for unauthorized work on the DCDA.

SECTION 3 POTABLE WATER SERVICE

3.1 REQUIREMENTS AND REGULATIONS

3.1.1 Potable Water Service Policy

Properties within the City's franchise area are eligible for connection to the potable water system on a first-come first-served capacity-available basis. As deemed necessary by the Utilities Director, some projects may require off-site improvements or hydraulic studies to assess the impact of the proposed service on existing customers. All costs for studies or off-site improvements will be paid by the customer.

3.1.2 Resale of Water

Water service obtained from the City is to be used by the customer only, for the purpose specified in the application for service, and cannot be resold. Water service is furnished directly to the customer through the City's individual meter. It is for the customer's sole use and is not to be re-metered by the customer for the purpose of selling water service at a profit to lessees, tenants or others. Re-metering for the purpose of equitable distribution of water and sewer service costs is allowed so long as the charges reflect the amount charged by the City.

3.1.3 Subserving by Customer

The customer will not build or extend water lines across or under a street, alley, lane, court, avenue, across property lines or in any other way in order to furnish service through one meter to more than one property. Serving more than one property is not allowed even though such adjacent property is owned by the customer. An exception to this policy may be requested in writing from the Utilities Director. Written consent for the exception will be given only when such adjacent properties are operated as one integral unit under the same name for carrying on parts of the same business. When and if such consent is given, the customer must obtain any necessary State, county, or municipal permits. All construction must be in accordance with applicable codes, installed by duly licensed professionals, and subject to applicable inspection procedures. Service is furnished only to the property immediately adjacent to the meter. If the customer subdivides a property that has a single water service (meter), the existing water service will be used to serve the property immediately adjacent to the meter. The remaining

subdivided properties must be provided with individual service lines and meters at the owner's expense. A water main extension may be required in order to provide service to the customer's subdivided property. If a main extension is required in order to provide service to a property, refer to Section 2.2 Utility Extension Policy & Procedure.

3.1.4 Customer Facility Requirements

All on-site service lines and plumbing are to be installed in accordance with these requirements and regulations and in compliance with the latest guidelines of local codes and inspection authorities. All installations must be inspected and approved by an authorized inspector as required by law. The Utilities Department may deny service to any new or altered installation or it may disconnect service to any existing installation that, in the opinion of the Utilities Department, constitutes a hazard to the public, to other customers, or to its employees.

3.1.5 Backflow Prevention Assemblies

Backflow prevention assemblies are to be installed to provide protection to the water system and to comply with local and State regulatory authorities and the City's Cross-Connection Control and Backflow Prevention Policy contained herein (Section 3.2).

3.1.6 Curb Stops

The City is responsible for the use and maintenance of the water service lines up to and including the backflow prevention assembly. The curb stop is a mechanism used by the City to regulate the flow of water to the meter and is City property. It is the City's option to grant permission to the customer to turn the curb stop on or off for emergency repairs or after-hour turn-on when water is running. The curb stop is not designed to be used as a faucet and frequent use may damage the device. A damaged curb stop will be repaired or replaced at the discretion of the City. The customer may be charged the actual cost of repair or replacement at the discretion of the City.

It is recommend that a customer have a shut off valve installed downstream of the meter and backflow preventer, at the customer's expense. A house valve is also recommended. A house valve is an in-line connection and handle on the water service line from the meter to the house. It is usually located on the exterior of the house near an outside faucet or hose bib but can be located internally near a water heater or clothes

washer hookup. By turning the handle, the customer can shut off the water supply to the house in an emergency or to make repairs.

3.1.7 Individual Meters

Individual meters are required for all new residential service connections with the following exceptions:

- High-rise (three stories or greater) condominiums
- Short-term rental units and travel trailer parks
- Special cases as approved in writing by the Utilities Director

3.1.8 Sizing of Meters

Water meters will be sized according to the guidelines stated in the American Water Works Association manual M22, Sizing Water Lines and Meters. The engineer of record shall complete the calculation for sizing the meter. The engineer shall provide the calculations to the Utilities Department for approval. If deemed necessary by the Utilities Department, the owner shall provide to the Utilities Department access to the property to evaluate the water usage requirements. The minimum size meter, as calculated, will be installed. No over-sizing of meters will be permitted.

3.1.9 Upsizing of Water Meters

If requested by a commercial or multifamily residential customer and justified according to Section 3.1.8 Sizing of Meters, the customer may replace an existing meter with a larger meter. Installation of upsized service piping shall be in accordance with Section 1.3 Relocation or Adjustment of Utilities. The customer shall be required to bring the service up to current standard requirements at the customer's expense. Current standard requirements may include, but are not limited to, installation of a backflow prevention assembly and conversion of below-ground to above-ground installation in accordance with the *Technical Provisions*. Meters will not be upsized for billing purposes.

3.1.10 Separation of Meters

A commercial or multifamily residential customer who desires to install individual 3/4" meters in lieu of an existing master meter 1" or larger may be allowed to do so in accordance with Section 1.3 Relocation or Adjustment of Utilities. A commercial or multifamily customer who desires to install meters for the purpose of establishing a

separate billing of non-irrigation flows may do so as long as the flows do not enter the waste water collection system. Installation of the service shall be in accordance with Section 1.3 Relocation or Adjustment of Utilities. In either case, the customer is responsible for reconnection of individual plumbing to the new meters. Payment of impact fees will not be required unless the use of the property has changed and will result in increased water demands. Other charges may apply.

3.1.11 Temporary Irrigation Meters

At the sole discretion of the Utilities Director, temporary irrigation meters may be installed and utilized. The temporary irrigation meters may be in the form of temporary construction meters as described in this Handbook. Each temporary irrigation meter request will be evaluated on a case-by-case basis and each granting shall include a specified time period. Permanent irrigation meters will not be permitted.

3.1.12 Temporary Construction Meters

Temporary construction meters are subject to the following requirements:

- Temporary construction meters will have a specified time period of 90 days. Extensions of time maybe granted if requested in writing with proper justification.
- Temporary construction meters will be located, at the discretion of the Utilities Department, on the nearest acceptable fire hydrant or 2" blow-off and secured by a chain and lock.
- Temporary construction meters will be installed for construction purposes only. Meters permanently mounted on spray trucks for tank filling purposes are exempt from these restrictions. Meters mounted on water trucks are subject to these restrictions.
- Temporary construction meters will not be utilized for irrigation purposes or for domestic supply purposes.
- Temporary construction meters will be removed or relocated only by Utilities Department personnel.
- Repairs necessitated by abuse of a temporary construction meter will be charged against the customer's deposit.

3.1.13 Temporary Jumper Meters

A temporary jumper meter shall be installed at a tie-in valve of all new water main extensions. All swabbing, flushing, and testing operations will be accomplished through the jumper meter. The jumper meter is to be used only for the swabbing,

flushing, and testing of the new water main extension. It shall not be used as a construction meter for the project. If any utility contractor or subcontractor connects to the new system, whether it has a jumper meter or not, the connection will be disconnected and the utility contractor will be billed for an illegal connection. This may lead to a delay in the acceptance of the water system for service, thereby delaying the permanent meter installation.

The jumper meter installation shall be in accordance with the City's Standard Detail Drawings. It shall consist of 2" galvanized pipe and fittings, a 3" meter supplied by the City (paid for by the developer or contractor), and a 2" double check valve supplied by the contractor. The contractor shall install the jumper meter assembly. All tie-in valves shall be locked by the contractor with the chains and locks supplied by the City. After installation of the jumper meter assembly, the contractor shall have the 2" backflow prevention assembly tested by a State-licensed backflow testing company to assure that it is functioning properly. A copy of the testing report must be supplied to the City.

3.2 CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION

3.2.1 Cross-Connection Control Policy

The potable water supply must be protected from the possibility of contamination. Non-potable sources of water or harmful substances must be prevented from entering the potable water system. The Utilities Department promotes the avoidance, prevention, and elimination of cross-connections. It provides for a continuing program of cross-connection education, prevention, detection, and control. This program is intended to prevent water that has passed from the public distribution system into the private plumbing and fire protection systems from re-entering the public system. The City charges an annual Cross Connection Control Program Administration Charge, in accordance with Exhibit A Rates, Fees, and Charges, to administer this ongoing program required by federal and state regulations.

3.2.2 Rules and Standards

The most current edition of the following codes, rules, and standards are adopted as a part of Cocoa's Cross-Connection Control Program:

- Florida Administrative Code (FAC) 62-550.200(22) defining cross-connections; FAC 62-555.360 prohibiting cross-connections and providing a routine Utilities Department program for the detection and prevention of cross-connections; FAC 62-610 establishing rules for reclaimed water systems serving potable water customers.
- Florida Building Code Plumbing Volume, Section 608.8, requiring identification of potable and non-potable water distribution systems either by color marking or metal tags.
- American Water Works Association (AWWA) manual M14 providing recommendations for organizational background for a cross-connection control program.
- The Foundation for Cross-Connection Control and Hydraulic Research (University of Southern California) manual *Cross Connection Control* for the approval of backflow prevention assemblies.
- The Code of Ordinances of the City of Cocoa, Chapter 22, setting forth rules for alternative water service and providing for discontinuance of water service to properties not in compliance with the rules.

3.2.3 Backflow Prevention

The Water Field Operations is responsible for the education and training of personnel for the testing, installation, and maintenance of all backflow prevention assemblies (including fireline backflow devices). This division records material and equipment installation and inspection data. Surveys are performed at the premises of existing and new customers to detect actual or potential cross-connections.

The customer is liable for the initial installation cost of a backflow prevention assembly, which cost must be paid in advance of installation.

The City maintains backflow prevention assemblies that meet the City's requirements and charges an annual Backflow Assembly Testing & Maintenance Charge in accordance with Exhibit A Rates, Fees, and Charges.

3.3 RATES, FEES, AND CHARGES

3.3.1 Policy

Prior to obtaining utility service, the customer must pay all required connection charges, impact fees, and deposits. No free connections or service not in accordance with the established rate schedule will be furnished. In the event water or related services are requested in a form that is not addressed by City Code or this Handbook, the City Manager or designee will establish charges that are in accordance with the City's bond

covenants. All users of the utility services provided by the City will pay rates, fees, and charges as established from time to time by the City Council by resolution. See Exhibit A Rates, Fees, and Charges for a complete listing, details, and specific amounts.

3.3.2 Fire Protection Service Charge

The City charges an annual Fire Protection Service Charge for all fire lines in the City's water system. This charge covers testing and maintenance of the fire line and backflow prevention assembly. Prior to the preconstruction meeting for installation of a new fire line, the first year's charge must be paid. After the initial payment, the charge is billed monthly on the water bill.

3.3.3 Impact Fees

Water service customers who require new connections or increased meter size must pay a non-refundable, non-transferable impact fee based on the number of Equivalent Residential Connections (ERC's). For water, an ERC is defined as an average daily flow of 265 gallons per day. ERC's are determined in accordance with the following schedule:

Unit Description	ERC/Unit
Single Family Residence	1.00 ERC
Apartment or Condo: 1 Bath	0.80 ERC
Apartment or Condo: 2 or more Bath	1.00 ERC
Hotel/Motel	0.60 ERC

Commercial, Industrial, Institutional and Residential not Previously Described: Estimated flows (gallons per day) divided by 265 gallons per day equals the number of ERC's.

The Engineering Division or designee may utilize the following methods to formulate an estimate:

1. Flow submitted on Brevard County's Concurrency Evaluation form or FDEP construction permit application as calculated and certified by a registered engineer or architect.

2. Flow calculated from data contained in Florida Administrative Code 64E-6.008, Table I "For System Design".

3. Metered flow data documented by the most recent 12-month flow history of four similar establishments.

3.3.4 Miscellaneous Water Service Charges

Additional charges related to water service are established from time to time by the City Council by resolution and include the following:

- meter calibration
- temporary construction meter installation
- temporary jumper meter installation
- meter installation
- standard meter relocation
- service line installation
- spray truck meter installation
- meter change-out
- backflow prevention assembly installation
- new fire hydrant
- hydrant residual flow test
- backflow prevention assembly testing & maintenance
- water used during construction
- plan review and construction inspection
- fire line painting (finish coat)
- meter station painting (finish coat)
- Port Canaveral access
- Cross-Connection Control Program administration

3.3.5 Administrative Charges

Additional charges related to customer service are established from time to time by the City Council by resolution and include the following:

- **Non-Payment Processing Charge.** Charge for processing turn-offs for non-payment. This charge covers the administrative and field service costs to collect the delinquent amount.
- **Meter Removal Charge.** If a meter is removed for non-payment or tampering, a Meter Removal Charge will be billed at the time of removal and must be paid prior to obtaining further service.
- **Check Service Charge.** For returned checks or bank drafts, this charge covers the cost of processing the returned item.
- **Administrative Service Charge.** A non-refundable charge will be made for establishing service to new or transferred accounts.
- **Tampered Meter Charge**. When a meter has been turned off for non-payment and the lock or cap has been removed, broken, or tampered with and the water has been turned back on by the customer, the customer will be charged on the next bill. Legal action may also be taken at the discretion of the Utilities Director. See Appendix 3: F.S. 812.14.
- **Unmetered (illegal) Usage Charge.** City staff will estimate the volume of water illegally used. That usage (minimum of 100,000 gallons) plus incidental costs to end the illegal usage and investigate the incident will be billed to a customer found to have an unmetered connection to the City's water system. Legal action may also be taken at the discretion of the Utilities Director. See Appendix 3: F.S. 812.14.
- **Late Payment Charge.** All bills not paid by the due date will incur a Late Payment Charge.
- **Customer-Requested Re-read Charge.** A charge on the bill for a customer-requested re-read of the meter. If the meter was read incorrectly, this charge will be waived.
- **Recording Cost Recovery Charge.** This charge is billed to the property owner to recover the actual amount paid by the City to Brevard County to record legal

documents such as a Lien or Release of Lien. The amount billed may be adjusted administratively to match Brevard County's fee schedule.

- **Trip Charge.** This cost recovery charge is billed after each trip to perform a field service requested by the customer other than (a) to initiate or relocate service (covered by other charges), (b) for a customer-requested re-read, and (c) to turn off/turn on for leak repair (courtesy of the City).
- **Meter Lock Charge.** This cost recovery charge is billed to the customer to recover the costs to install a padlock, instead of a pin lock, when requested by the customer or when required to deter meter tampering.
- **Telephone (Credit Card) Processing Charge.** This cost recovery charge is billed to the customer to recover the administrative in-house costs for a customer service representative to process a credit card payment received over the telephone. It does not recover the fee charged by the credit card company.

3.3.6 Connection Charges

The following charges are determined by cost estimate developed by the Engineering Division or designee and may apply to connections for service: permit fees to other agencies, over-sizing of service lines, asphalt or concrete restoration, and density testing for FDOT open cuts.

3.3.7 Area-Specific Connection Charges

All developers in areas subject to a connection charge who apply for water meters must pay to the City the area specific connection charge per ERC. The area-specific connection charge must be paid at the time the meter application is made:

-

All area-specific connection charges are available for review at the office of the Engineering Division located at 351 Shearer Boulevard, Cocoa, Florida.

3.3.8 Deposits

A deposit is required for all water and sewer customers of the City except as specified below. Interest on deposits is credited to customer accounts quarterly. Upon termination of the account, any deposit held by the City will be applied against the final bill. Any remaining balance will be forwarded to the customer of record.

3.3.8.1 Single-family Residential Customers:

A new single-family residential customer must pay a deposit unless he/she:

A. Has been a customer of any water utility in the United States within 120 days of application to the City; and
B. Can provide a letter of reference from the utility showing that he/she has met the following criteria:
    1. Has been a customer for a minimum of 12 consecutive billings; and

2. During the last 12 billings, had none of the following:
   - Involuntary processing for non-payment or
   - Two or more dishonored checks.

A current single-family residential customer transferring service to a new location on the City's system will not be required to pay a deposit if he/she meets the following criteria:

A. Has been a customer of the City for a minimum of 12 consecutive billings; and
B. During the last 12 billings, had none of the following:
   - Involuntary processing for non-payment or
   - Two or more dishonored checks.

A current single-family residential customer who does not have a deposit on his/her account will be billed a deposit if within any consecutive 12-month period:

A. The service is processed for non-payment or
B. Two or more checks are dishonored.

A deposit on a single-family residential account will be applied to the active account when the following criteria are met:

A. The customer has been a customer for and has paid a minimum of 12 consecutive billings; and
B. During the last 12 billings, had none of the following:
   - Involuntary processing for non-payment or
   - Two or more dishonored checks.

3.3.8.2 Commercial and Multifamily Dwelling Accounts:

A. A deposit is required for all commercial and multifamily dwelling accounts metered by a master meter, without exception. Deposit requirements are reviewed when an existing customer terminates service or if service has been terminated by the City for non-payment to determine if the deposit requirement is adequate. The new customer will be required to place a deposit equal to two and one-half times the average monthly billing based on the previous six months billings. The City may periodically review commercial deposits. If the deposit exceeds two and one-half times the average monthly billing based on the previous six months billings, the amount in excess of two and one-half times the average monthly billing may be applied to the bill. If the deposit is less than two and one-half times the average monthly billing based on the previous six months billings, the City has the option of billing the difference.

B. The deposit requirement for a multifamily dwelling account with individual meters is the same as the deposit requirement for a single-family residential account.

C. A deposit received for a commercial account will be returned only upon termination of the account.

3.3.8.3 Government Entities

All government entities are exempt from the deposit requirement.

3.3.9 Customer Accounts

Customers are billed on a cyclical basis twelve times per year at approximately monthly intervals. The Fixed Monthly Charge (base rate) is prorated. Bills are due twenty days after the billing date. Failure to receive a bill will not avoid the necessity of payment. Should the bill not be paid in time to be credited to the account prior to the following month's billing, the subsequent bill will indicate the amount due for the current month and the unpaid charges from the previous month (noted as "previous balance"). Delinquent notices are courtesy reminders that are sent to all customers with outstanding balances not paid within 45 days of the date of the original bill. Delinquent notices carry a past due date that is seven days from the billing date of the delinquent bill. If the past due amount on a delinquent statement is not paid by the past due date, service will be processed for non-payment. Once service has been processed for non-payment, the full amount outstanding (current charges plus previous charges) must be paid before service will be restored. A Non-payment Processing Charge will be charged to the customer on the next bill to cover the administrative and field service costs to collect the delinquent amount.

CITY OF COCOA UTILITIES HANDBOOK
EXHIBIT B
CUSTOMER SERVICE DIVISION POLICY MANUAL

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REVISED October 2013

1. NEW ACCOUNTS

In compliance with our Identity Theft Program, any customer establishing a new account will be asked to present a driver's license and social security number for identification and fill out a New Service Application. The social security number is used only for identity verification and as a tool for debt collection. Another form of picture identification may be acceptable if the customer does not have a driver's license. In the event the customer wishes to request new service by mail, telephone, email, facsimile, or online (www.cocoafl.org City Services | Utilities Customer Service | New Service), the New Service Application must be notarized and legible copies of the customer's driver's license and social security card must be submitted. If the copies are illegible or the application not notarized, the paperwork will be returned to the customer, delaying the connection process. If you are an existing customer and wish to transfer service and we do not have identification on file, you will be required to fill out an application for service and provide identification.

2. MULTI-UNIT PROPERTIES

Accounts of multi-unit properties with one meter serving more than one unit must be carried in the owner's name.

3. DEPOSIT

If applicable, a customer is billed a deposit on the first bill. If a customer has a previous bad debt, the City requires that the deposit be paid up front when the account is established.

If a residential account is processed for non-payment and the account no longer has a deposit, a new deposit will be billed to the account. Commercial accounts processed for non-payment will have their deposits reviewed and updated.

4. TRANSFER OF DEPOSIT

A customer requesting a deposit transfer will be allowed a period of 14 days when service will be on at both locations under the same deposit. All past-due charges must be paid before making a transfer. After 14 days, the deposit at the previous address will be transferred to the new account and the old account will be terminated.

Businesses, condominiums, and apartments require new deposits. However, if a business is sold and deposits are included in the sale of the property, the City will transfer the deposit upon receipt of a notarized letter from the original depositor. The City has the option to review the deposit and adjust the amount for current charges.

A name can be changed on an existing account in the event of death, divorce or marriage. In the case of death, a name on the account can be changed to the surviving spouse with a copy of the death certificate or to the beneficiary of the estate with a copy of the will. In the case of divorce, the customer must present a notarized letter authorizing the name change or the customer may come into the office and sign the existing deposit over to the ex-spouse. (To change the name on the account in the case

of marriage, present a marriage certificate and drivers license.) If the account is in good credit standing, the City will accept the same amount of deposit already on the account.

5. NEW CUSTOMER

It is the responsibility of the new customer to notify the City that he/she will occupy a business or residence that presently is being provided service by the City's utility system and to establish a new account.

6. UNAUTHORIZED WATER USAGE

When utility services are provided to a property with no active utility account (e.g. vacant or abandoned property), a utility account will be activated in the name of the property owner, as reflected in the records of the Brevard County Property Appraiser, and the property owner shall be responsible for any rates, fees, and charges accrued for the services provided to the property. If a property owner can properly demonstrate that it is not receiving the benefit of the utility service (i.e. property is being leased to tenant), and the account is 30 days or more in arrears, the City shall discontinue utility service to the property until the party receiving the benefit of the utility service establishes a new account consistent with the requirements of this policy manual. The property owner is responsible for supplying the City with a notarized lease of who is receiving benefit. If the property owner is in the office, an appropriate picture I.D. will suffice._ Property owners who are unable to demonstrate that another party is receiving the benefit of the utility service on their property shall remain responsible for any rates, fees and charges accrued as a result of utility services provided to their property.

Prior to the City activating a new utility account in the name of a tenant renting a particular property, the property owner shall be responsible for paying any outstanding debt for utility services provided to the property from which the owner directly benefited. Further, any tenant applying for utility services on a particular property shall be responsible for paying any outstanding debt, deposits and administrative fees for any utility services incurred by that same tenant on any property.

If no one claims responsibility for the water usage and the account remains delinquent, the meter will be removed.

7. TRIP CHARGE

Seasonal customers are encouraged to turn off/turn on the water supply at the house valve. If a customer insists that the City turn off/turn on the service, a Trip Charge will be added to the monthly bill subsequent to each trip…one to turn off the service and one to turn on the service. A Trip Charge will be billed for any customer-requested field service except to initiate or relocate service (covered by other charges), for customer-requested re-read (see #12), and to turn off/turn on for leak repair (courtesy of the City).

8. SEASONAL CUSTOMERS

All (property owners) on seasonal accounts, occupied part of the year will be billed a monthly base charge for all services provided to the property. The monthly base charges are the fixed availability costs of supplying the service to the customer and/or the annual cost of service. Seasonal customers should not request the account be temporarily terminated. If this occurs, the account will be back billed for up to one year base charges and administration fees.

9. METER CHANGE CONSUMPTION

If a meter is removed and a new meter installed for any reason between billing periods, the combined consumption recorded on both the old and new meters will be billed to the customer on the next regular billing date.

10. WATER RUNNING

The City is not responsible for investigating, informing, or prosecuting due to theft, water loss on the customer's side of the meter. As a courtesy, the City makes a reasonable effort to inform the customer of water loss on the customer's side if noticed during routine meter reads or maintenance.

When the City turns on water service and the field service representative notices that the meter is turning, the water will be immediately turned off and a notice will be left advising the customer why the water is not turned on. When requesting service to be turned on, it is the responsibility of the customer to make sure all valves, faucets, and hoses are turned off. In the event the City does not detect the running water, the City is not responsible for water loss or damage.

11. MULTIPLE METERS

If more than one meter (with the same service) is located at any one property, an account will be established for each meter. Each account will be subject to impact fees, connection charges, deposits, administrative charges, minimum consumption, and other applicable charges for the particular meter as set forth in Exhibit A: Rates, Fees, and Charges.

12. CUSTOMER-REQUESTED RE-READ

If a customer feels that a meter has been read incorrectly, the customer may request a special meter reading ("re-read") for a minimal charge as set forth in Exhibit A Rates, Fees, and Charges. If an incorrect reading has been made, the customer will not be charged for the re-read and will be issued a corrected bill with the corrected reading. If a leak on the customer's side is discovered at the time the City performs the re-read, the customer will be notified. If the billed reading was correct, the customer will be billed a Customer Requested Re-read Charge on the next monthly bill. Under no circumstances does the City reimburse customers for reading their own meter.

13. HIGH/EXCESSIVE CONSUMPTION

There are a variety of circumstances which may cause a customer to have an isolated water bill in excess of the customer's normal range for monthly water consumption. These can include, but are not limited to, plumbing leak, faulty toilet, faulty hot water tank, hose bib left on, and water theft. Once the high consumption bill has been received by the customer and upon receipt of a completed High Consumption Water Credit Application ("Application"), the City may make an adjustment to the water bill in accordance with this policy.

To qualify as excessive consumption, the customer's water consumption must be at least 50% greater than the most recent six-month average and the calculated credit must be over $50.00 for the billing period in question. Pool fills, including those caused by defective pool equipment and those necessitated by pool repairs do not qualify for the high consumption water credit.

Sewer bills may be adjusted down to the customer's average, if it is determined that the excess water did not go through the sewer system, depending on the circumstances and type of service. Customers served by a sewer utility other than the City of Cocoa must contact the other sewer utility to determine their policy on adjustments.

Cocoa reuse water bills with high consumption may be recalculated to allow a once a year credit due to leak. The 30,000 gallons which is included in the base rate shall be divided into the high consumption. That figure will then be multiplied by the current base rate to calculate the adjusted billing. The reuse high consumption credit will follow the same guidelines as the water high consumption credit.

It is the customer's responsibility to correct the problem causing the excessive consumption as soon as it is discovered. Water loss is an expense to the City and the high consumption credit is a courtesy to assist the customer with an extraordinarily high water bill. It is not intended to compensate for the customer's failure to correct plumbing problems. A residential account that is a primary residence will not be limited to the number of high consumption credits allowed in a lifetime, but each instance will be reviewed by City management to determine the validity of the request. The same policy will be applied to all Governmental accounts however excessive repetitive leaks will not be eligible for high consumption credits. All commercial accounts will be limited to a maximum of two per lifetime. The number of adjustment follows the customer, not the property

The customer must submit a High Consumption Water Credit Application to the Customer Service Division. The Application is available by calling 321/433-8400 or on line (www.cocoafl.org City Services | Utilities Customer Service | High Consumption Credit Application). Documentation that the problem causing excessive consumption has been corrected must accompany the request. High consumption of an unknown cause may qualify for the high consumption credit under certain circumstances to be determined by City management.

Upon receiving the Application, the City will calculate the credit on the customer's most recent six month average. The adjusted billing will be based on **all** of the consumption over the average to bill at the **FIRST tier rate**. If the customer can provide documentation that the leak was not detected immediately and the high consumption ran into the second month's bill, they may receive another adjustment for this same incident, but will not receive an adjustment into the third month. The City will adjust for excessive consumption for one incident on no more than two consecutive bills.

Application for the high consumption credit does not affect the due date of the bill. Therefore, to avoid late fees and loss of service, payment or application for payment extension must be made by the date indicated on the bill.

14. PAYMENT EXTENSION

In the event that a customer has difficulty paying a monthly water bill, a payment extension may be granted. The customer must visit the Customer Service Division and provide current identification before water service has been discontinued and request a payment extension from management. A payment extension may be granted for up to a four-month period depending on the amount due and the individual circumstances. If a payment extension is granted, the customer must sign the payment extension form with the terms and duration of the agreement. The customer must also agree to pay the current bill with the extended amount. Failure to fulfill the terms of the agreement will result in discontinuance of service until payment is received in full. A customer is allowed only one payment extension per twelve-month period. However, due to unforeseen and unusual circumstances, management may grant more than one payment plan or extension per year.

15. ADJUSTMENTS

The City is not responsible for the customer's plumbing system beyond the point of service (the meter and backflow prevention assembly). If a customer has excessive water loss on his/her side of the meter that was not processed through Cocoa's sewer system and repair or correction has been made within a month, the City may adjust the Cocoa sewer bill to reflect the average sewer bill. The customer must submit proof of the repair. If the high consumption falls between two billing cycles, the City will adjust both sewer bills down to the average of those two months.

In the case of a misapplied payment, the customer must furnish the City with a copy of the front and back of the canceled check, credit card statement or a cash receipt. A payment extension will be granted if time is needed to produce the document. An adjustment will be made upon verification.

For a customer of Cocoa's waste water system, the City will allow one pool fill sewer adjustment per twelve-month period. The customer must submit in writing the request for the pool fill sewer adjustment within 30 days of the date of the bill for which an adjustment is requested. The City will adjust a sewer bill to reflect the customer's average sewer consumption.

Adjustments for incorrect billing and credit adjustments may be made up to, but not exceeding, a period of 12 months.

16. ESTIMATED BILL

If a meter reader is unable to read a meter because of a bad dog, scratched case, car over meter, weather conditions, or personnel shortages, the City will estimate the water consumption for the month. If we are able to obtain a reading, the next months current reading will reflect any adjustments. In the case where cars or other obstacles prevent reading for two months in a row, the customer will be sent a letter to remove the obstacle before the process of towing or removing of the meter begins. These processes are at a cost to the customer. The City does not reimburse customers for reading their own meter.

If a reading does not fall within a reasonable range of a customer's average, the City may choose to average the current month's bill and send a field service representative out for a re-read. If the re-read is a true reading, the City will make a reasonable effort to inform the customer of the situation and the true reading will be reflected on the next bill.

17. STUCK METER

If the City suspects that a meter may be malfunctioning or stuck, a letter is sent to the customer to inquire about the change in water usage. If a customer indicates that the property is occupied, the City will send a maintenance crew to check out the meter and replace it, if necessary.

When a meter is stuck or malfunctioning, the City will back bill the customer with the average monthly consumption for the months that the meter did not register correctly. The back billing may go back 12 months. Although the City makes every reasonable attempt to detect a stuck meter as soon as possible, it is difficult for the City to determine if the zero consumption is due to vacancy or meter malfunction. Therefore, the City depends on the customer to inform the Customer Service Division if he/she is billed zero consumption on an active account.

18. RETURNED CHECKS / BANK DRAFTS / E CHECKS / CREDIT CARDS ELECTRONIC CHECKS

If a customer's payment is returned to the City as unpaid due to insufficient funds, closed account, incorrect account number or for some other reason, the City will send a letter advising the customer of this situation. The customer has ten days from the date of the letter to replace the payment with cash or a money order. A Service Charge will be applied to the next bill. If the returned payment was originally presented to the City for services that were turned off for non-payment or in the process of turn off for non-payment, to pay large past due balances in order to transfer water accounts or to prevent or restore a meter removal, the City may immediately disconnect or remove the water service without notification to the customer, waiving the 10-day grace period. To restore service on meter removals, only cash or money order will be accepted as payment to restore service. All accounts with two returned payments within one year will be made a cash only account up to one year from the date of the last return.

A check that is incorrectly filled out does not reflect payment received and may be returned to the customer. It is the customer's responsibility to make arrangements to ensure that substitute payment will reach the City before the due date. All delinquent procedures and service charges will apply.

If a customer's check is returned due to bank error, the customer will be charged the Service Charge to cover the City's cost of processing. It is the customer's responsibility to recover the service charge from his/her banking institution.

19. NUMBER OF BILLING UNITS

The number of billing units is based on the number of kitchen facilities. Occupancy is not a determining factor in the billing unit.

20. FINAL METER READING

When a customer terminates service, the City will take a final meter reading and prepare a bill from the last regular meter reading date to the final meter reading date. The Fixed Monthly Charge (base rate) is prorated. The deposit, if any, will be applied to the outstanding amount owed. Any excess deposit will be refunded. Charges in excess of the deposit will be billed. The customer is responsible for supplying the City with a correct forwarding address and for making timely payment of any final charges due.

21. LIEN FOR DELINQUENCY

As promulgated in detail in the City of Cocoa Code of Ordinances, all past due and outstanding utilities rates, fees, and charges assessed shall be a lien upon the property with which such rates, fees, and charges are associated. The owner of every building, premise, lot, or house shall be obligated to pay the fee for all services provided for his/her premises, which obligation may be enforced by the City by action of law or suit to enforce the lien in the same manner as the foreclosure of mortgages. In the event of such action, the City shall be entitled to recover all court costs and reasonable attorney fees for such collection. In the case that a tenant in possession of any premises or building shall pay said charges, it shall relieve the land owner from such obligation and

lien; but the City shall not be required to look to any person whatsoever other than the owner for the payment of such charges.

All lien searches should go through the City Clerks office.

22. COLLECTION

In the event that a customer has an outstanding balance on another City account, the City will transfer the outstanding balance to the current account. All delinquency procedures and service charges will apply.

Ordinance 21-2004: The City shall be entitled to recover all costs, including but not limited to reasonable attorney's fees and/or collection service charges, incurred in collecting delinquent utility fees and charges. Any fee or charge due under this section which shall not be paid when due may be recovered by referring the account to a third party collection agency and/or by bringing an action at law. In addition to any other remedies or penalties provided by this section, failure of any user of the City's utility system to pay said charges promptly when due shall subject such user to discontinuance of such service. The City Manager or the City Manager's designee is hereby empowered and directed to enforce this provision as to any and all delinquent users.

23. DELINQUENT ACCOUNTS

An account not paid by the cut-off date will be subject to non-payment processing and the associated charges will apply. Payment must reach the Customer Service Division by 3:30 p.m. to ensure turn-on on the same day~~.~~ Payment on a delinquent cut-off after 5:00 p.m. may be deposited in the after-hours drop box and turn-on will be scheduled for the next business day. A customer, who makes a payment in the drop box, automated phone system or online should call 321/433-8400 the following business day to insure the reconnection of the service. Delinquent turn-on will be scheduled according to route efficiency. Delinquent turn-on after hours is prohibited.

Failure to receive payment by 9:00 a.m. of the cut-off date will trigger the Non-payment Processing Charge even if payment is made before the physical turn-off has been completed. This charge is to compensate the City for actual costs incurred for administrative processing, field services, scheduling and drive time, **regardless if the water is physically turned off.**

If an account has been processed for non-payment of utility services and the customer has not attempted to make the payment or a payment plan has not been approved, the City may proceed with the meter removal process. As a courtesy, a meter removal letter will be sent to the customer allowing 10 days in which to pay all delinquent charges. If there is still no payment received, or payment plan executed, the meter will be removed and the meter removal fee will be applied to the account. Failure to receive this notice does not void the meter removal fee. If payment is made electronically, credit card, or by check to prevent a meter removal and the funds ~~is~~ are returned as insufficient, the

City will proceed in removing the meter without further notification and the account becomes "cash only".

If the debt has been paid in full, the meter will be re-installed in 1-3 business days.

If no payment was received, the address will be checked for illegal connections monthly. If an illegal connection is discovered, the customer will be assessed an illegal connection fee of 100,000 gallons for each incident.

See Utility Handbook section 1.6, Florida Statute 812.14 Trespass and Larceny With Relation To Utility Fixtures. It is unlawful to willfully alter or tamper with a utility meter, pipe, or other property belonging to the Utility. At the City's discretion, the City may prosecute in criminal and/or civil court any persons who violate this Statute.

24. NON-PAYMENT PROCESSING FOR MASTERED METERED MULTI-ACCOUNTS

It is the policy of the City to make every reasonable effort to avoid termination of service to residential/commercial occupants due to non-payment by the owner, manager or operator.

Procedure:

1. When a multi-residential/commercial customer on a master meter appears on the cut-off list, every reasonable effort will be made to inform the occupants of the pending termination by means of the following:
    a) At least two written notices posted in each accessible common area and at each point of access to the structure or structures 15 days prior to termination.
    b) The number of notices and the specific areas posted will be noted on the work order for tracking purposes.

2. The notice(s) shall inform the occupants of the following in plain language using clear wording in English and in bold type:
    a) The date that the service will be terminated.
    b) Any occupant has the right to enter into a special agreement with the City to pay the delinquent amount to avoid termination of service. In such cases, the City shall not be liable to reimburse the tenants for any fees paid and any reimbursement shall be a matter solely between the tenant and the owner.
    c) Instructions of what the occupants are required to do in order to prevent termination.
    d) The amount due to avoid termination of services.
    e) The title and phone number of the Utility Billing contact who can assist the occupants in continuing services.

3. The City will notify the Health Department, the Fire Department and Code Enforcement of the pending termination of service.

4 Reasonable efforts will be made to obtain payment from the delinquent customer prior to service termination.

5. If no tenant is able/willing to pay the delinquent bill and the bill remains unpaid 15 days after the notification, the City Manager's office will be notified and service will be terminated on the scheduled termination date.

25. APPEAL PROCESS

In the event that a customer would like to challenge a City policy or procedure, the following process has been established. It is the City's policy that each preceding step must be completed before advancing to the next step.

A. The customer should first discuss the concern or complaint with the Customer Service Representative.
B. If the Customer Service Representative cannot resolve the issue, the customer may appeal to the Senior Customer Service Representative.
C. If the Senior Customer Service Representative cannot resolve the issue, the customer may appeal to the Customer Service Supervisor.
D. If the Customer Service Supervisor cannot resolve the issue, the customer may appeal to the Utility Customer Service Manager *in writing*.
E. If the Utility CUSTOMER SERVICE Manager cannot resolve the issue, the customer may appeal to the Finance Director *in writing*.
F. At this point, if the issue has not been resolved, a *written request* may be made to the Utilities Director. The Utilities Director will respond to the customer in writing.
G. The customer may appeal the decision of the Utilities Director *in writing* to the City Manager.
H. The City Manager will render a decision in writing. The City Manager's decision shall be deemed the final decision of the City.

CITY OF COCOA UTILITIES HANDBOOK
EXHIBIT A
RATES, FEES, AND CHARGES

(A) WATER SERVICE AND CONSUMPTION CHARGES

1. Fixed monthly charge. *Effective 10/01/15*

	Inside Cocoa	Outside Cocoa
0.75 inch meter	$13.66	$15.03
1.00 inch meter	$33.07	$36.38
1.50 inch meter	$59.98	$65.98
2.00 inch meter	$150.04	$165.04
3.00 inch meter	$360.16	$396.18
4.00 inch meter	$540.25	$594.28
6.00 inch meter	$1,020.51	$1,122.56
8.00 inch meter	$1,418.26	$1,560.09
10.00 inch meter	$1,815.84	$1,997.42

2. Usage rate per thousand gallons. *Effective 10/01/15*

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa	$2.84	$5.44	$7.09	$9.55
Outside Cocoa	$3.12	$5.98	$7.80	$10.51
0.75 inch meter	0-6	7-12	13-24	over 24
1.00 inch meter	0-15	16-30	31-60	over 60
1.50 inch meter	0-42	43-84	85-168	over 168
2.00 inch meter	0-102	103-204	205-408	over 408
3.00 inch meter	0-420	421-840	841-1680	over 1680
4.00 inch meter	0-690	691-1380	1381-2760	over 2760
6.00 inch meter	0-3300	3301-6600	6601-13200	over 13200
8.00 inch meter	0-12000	12001-24000	24001-48000	over 48000
10.00 inch meter	0-21000	21001-42000	42001-84000	over 84000

(B) FIRE PROTECTION SERVICE CHARGE (monthly rate) *Effective 10/01/15*

	Inside City	Outside City
1. Public fire protection Fire hydrant	$21.51	n/a
2. Unincorporated areas Hydrant charge	n/a	$2.12

3. Private fire protection – includes annual testing of fire line backflow prevention assembly

Size	Inside	Yearly	Outside	Yearly
Up to 4" private fire main	$57.33	$687.96	$63.06	$756.72
6" private fire main	$70.27	$843.24	$77.30	$927.60
8" private fire main	$91.67	$1,100.04	$100.84	$1,210.08
10" private fire main	$113.07	$1.356.84	$124.38	$1.492.56

(C) WATER SERVICE IMPACT FEE *effective 10/01/1~~1~~2*

Effective October 1, 2012, the water impact fee shall be $1,750.00 per equivalent residential connection (ERC). If a single-family residence (SFR) has a physical connection to a live reclaimed water distribution system that serves the entire property at the time the impact fee is due for the property requiring service, the water impact fee is $1,300 per ERC.

Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
0.75 inch (SFR only)	1.00	$1,750	$1,300
0.75 inch (not SFR)	1.00	$1,750	$1750
1.00 inch	2.50	$4375	$4,375
1.50 inch	6.00	$10,500	$10,500
2.00 inch	13.00	$22,750	$22,750

For meters larger than 2”, the impact fee will be calculated case by case.

Unit description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

(D) MISCELLANEOUS WATER SERVICE CHARGES

1. Meter Calibration Charge. Any customer of the City's water service shall be charged to calibrate the customer's meter if the meter is found to be functioning correctly (by registering flows not in excess of 103% of actual use) as follows:

3/4" to 2" meter	$50.00
3" and larger meter	$175.00

2. Temporary Construction Meter Installation Charge. Any customer requiring the installation of a 2" temporary meter for construction purposes on a fire hydrant or water truck shall pay a refundable deposit of $750.00 and a non-refundable installation/relocation charge of $50.00 each time to install or relocate the temporary meter.

3. Temporary Jumper Meter Installation Charge. All new water main extensions require a 3” temporary jumper meter for swabbing, flushing, and testing of the new water main. The developer or contractor shall pay a refundable deposit of $750.00 and a non-refundable installation/ relocation charge of $50.00 each time to install or relocate the temporary jumper meter.

4. Meter Installation Charge. Any residential customer requiring the installation of a new meter shall pay according to the following schedule:

3/4" meter only/existing service line	$260.00
1.0" meter only/existing service line	$320.00
1.5" meter only/existing service line	$560.00
2.0" meter only/existing service line	$650.00

5. Standard Meter Relocation Charge. Any residential customer requiring a standard relocation or adjustment of an existing meter shall pay according to the following schedule:

3/4" meter only/existing service line	$260.00
1.0" meter only/existing service line	$320.00

Meters larger than 1.0" require an estimate from the Engineering Division.

6. Service Line Installation Charge. Any customer requiring the installation of a service line shall pay according to the following schedule:

<u>Short service</u>	
3/4" short service line only	$500.00
1.0" short service line only	$520.00
<u>Long service</u>	
3/4" long service line only	$690.00
1.0" long service line only	$710.00
Directional Push	$420.00
Open cut	estimated by Engineering Division

7. Spray Truck Meter Installation Charge. Spray truck meters are not considered temporary meters. The customer shall pay a non-refundable charge of $315.00 for installation of a meter on a spray truck and a $750.00 refundable deposit. The customer is responsible for providing the current reading to the Customer Service Division monthly for billing. The truck must be made available at least once every three months for an actual reading by the Field Services Division.

8. Meter Change-out Charge. Any customer requiring the removal of a meter and replacement with a meter of a different size shall pay 30.00 for material.
Any customer requiring the removal of a meter found to be functioning correctly that is less than 10 years old and replacement with a new meter of the same size shall pay $100.00 for material and labor plus the meter calibration charge, if applicable.

9. Backflow Prevention Assembly Installation Charge. Any customer requiring the installation of a **reduced pressure** backflow prevention assembly shall pay according to the following schedule:

3/4" meter	$400.00
1.0" meter	$430.00
1.5" meter	$690.00
2.0" meter	$800.00

Any customer requiring the installation of a **double-check** backflow prevention assembly shall pay according to the following schedule:

3/4" meter, residential (new customers)	$160.00
3/4" meter, non-residential	$360.00
1.0" meter	$370.00
1.5" meter	$650.00
2.0" meter	$740.00

NOTE: Larger meters and other installations are estimated on a case-by-case basis. Impact fees and special connection charges for this category are in addition to all other applicable costs listed herein.

10. New Fire Hydrant Charge $175.00

The City recovers the cost of flowing, turning, and painting (finish coat) each newly installed or relocated fire hydrant. The City will flow the hydrant to obtain the initial flow data, turn it to face the direction specified by the fire department of the jurisdiction in which it is installed, and apply the final coat of paint as described in the *Technical Provisions*. This charge covers the City's labor, materials, and equipment.

11. Hydrant Residual Flow Test Charge $100.00

The City charges a hydrant residual flow test charge for any customer requiring such a test. The City will flow the designated hydrant and will provide the customer with the flow and residual pressure information. This charge covers the City's labor, materials, and equipment.

12. Backflow Prevention Assembly Testing & Maintenance Charge (monthly) on non-residential accounts

¾" to 2" backflow prevention assembly	$5.42
3" to10" backflow prevention assembly	$14.60

13. Water Used During Construction Charge

The Tier 1 rate per thousand gallons plus the base rate for a 2" meter at the time the water is used.

14. Plan Review and Construction Inspection Charge $500.00

Exempt from this charge are individual home owners building a single family residence.

15. Fire Line Painting Charge (finish coat) $400.00

The City charges a fire line painting charge for all newly installed and relocated fire lines. The City and/or its contractor will apply the final coat of paint as described in the *Technical Provisions*. This charge covers the City's labor, materials, and equipment.

16. Meter Station Painting Charge (finish coat) $400.00

The City charges a meter station painting charge for all meter stations. The City and/or its contractor will apply the final coat of paint as described in the *Technical Provisions*. This charge covers the City's labor, materials, and equipment.

17. South Mainland Connection Charge

129A	$887.98 per ERC
129B	$789.77 per ERC

(E) ADMINISTRATIVE CHARGES

1.	Non-payment Processing Charge	$50.00
2.	Meter Removal Charge	$150.00
3	Returned Payment	$25 if the face value does not exceed $50; $30 if the face value is more than $50 but does not exceed $300; $40 if the face value is more than $300; or 5% of the face amount of the return, whichever is greater.
4.	Administrative Service Charge	$30.00
5.	Tampered Meter Charge	$30.00 each instance
6.	Unmetered (illegal) Usage Charge Estimated usage (minimum 100,000 gallons) plus incidental costs	
7.	Late Payment Charge	$5.00 or 1.5% per month (18% per annum), whichever is greater
8.	Customer-Requested Re-read Charge	$30.00
9.	Recording Cost Recovery Charge (Adding and Removing)	$10.00 first page; $8.50 each subsequent page

Note: This charge is subject to change, with no action required by City Council, to match Brevard County's fee schedule.

10.	Trip Charge (for customer-requested field service)	
	During business hours	$30.00
	After business hours	$75.00
11.	Meter Lock Charge (for use of a padlock) (Res. 2007-27 effective March 13, 2007)	$35.00
12.	Telephone (Credit Card) Processing Charge This charge covers the administrative in-house costs for a customer service representative to process a credit card payment received over the telephone. It does not recover the fee charged by the credit card company.	$2.00 per transaction

(F) DEPOSITS

1. Single-family Residential Account and Multifamily Dwelling Account with individual meters: water deposit = $40.00; sewer deposit inside City = $50.00; sewer deposit outside City = $60.00.

2. Commercial and Multifamily Dwelling Account with a master meter (e.g., motel, apartment building, office, trailer park): two and one-half times the average monthly billing based on the previous six months billings.

(G) EXISTING FRANCHISE AGREEMENTS

To the extent that any water rate, fee, or charge adopted by resolution or ordinance of the City Council is in conflict with a rate, fee, or charge set forth in an existing water franchise agreement between the City of Cocoa and any other government entity, the rate, fee, or charge set forth in the conflicting franchise agreement shall apply to customers which are subject to said agreement.

(H) BILLING FEES

The Customer Service Division bills and collects for certain utility services on behalf of other entities in accordance with interlocal agreements. The City charges other entities billing fees for the administrative cost of providing these services. Billing Fees shall be reviewed for adjustment on an annual basis to reflect the change in Consumer Price Index – All Urban Consumers effective on the first day of October each year beginning October 1, 2015.

Effective 10/01/15

Billing of 1st service	$1.06/month/bill
Billing of additional services	$0.45/additional service/month/bill

Water, wastewater and reclaimed water fixed monthly charges and usage rates as amended in Resolution 2015-061 Section 2 shall be automatically adjusted annually by a three (3) percent increase to said charges. The annual adjustment shall be effective on October 1 of each year beginning with the first adjustment on October 1, 2016 and ending with the last adjustment on October 1, 2025. Notwithstanding, the annual adjustment permitted under Resolution 2015-061 Section 4 shall be subject to suspension or reduction by the City Council on an annual basis prior to the effective date of the automatic annual adjustment.

RESOLUTION NO. 2016-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

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

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

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

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of March, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1510 | DATE PREPARED: 03/11/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 93,000	001-0000-381.91-21		Other Sources (Non-Rev)	$ 184,400	$ 0	$ 93,000	$ 277,400
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 93,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 93,000	001-1510-536.34-00		Contract Services	$ 189,335	$ 0	$ 93,000	$ 141,447
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 93,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

These funds are Amending the FY 2016 Budget, to cover the costs of conducting an audit on Utility Meter Management and Utility Billing processes, by Water Resource Associates, Inc. Agenda #16-96

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/22/16 *RESOLUTION #:* 2016-21

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

3/11/16 Jessica Dovale Digitally signed by Jessica Dovale Date: 2016.03.11 13:59:14 -05'00'	3/11/16 Lora Howell Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.03.11 18:55:56 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
3/11/16 Teri Butler Digitally signed by Teri Butler Date: 2016.03.11 15:55:44 -05'00'	3/11/16 Lora Howell Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.03.14 08:03:24 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4010 | DATE PREPARED: 03/11/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 93,000)	421-4010-536.39-00		Contingency	$ 1,170,500	$ 994,008	$ 901,008	$ 901,008
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 93,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 93,000	421-4010-581.91-01		Transfer to General Fund	$ 5,484,400	$ 0	$ 93,000	$ 3,369,065
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 93,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

These funds are transferring from Utilities Contingency to the General Fund, to conducted an audit on Utility and Utility Billing processes, by Water Resource Associates, Inc. Agenda #16-96

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 03/22/16 RESOLUTION #: 2016-21

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

3/11/16 Jessica Dovale Digitally signed by Jessica Dovale Date: 2016.03.11 10:12:34 -05'00'	3/11/16 Lora Howell Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.03.11 14:14:02 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
3/11/16 John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.03.11 14:11:22 -05'00'	3/11/16 Lora Howell Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.03.11 14:15:02 -05'00'	
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 #:	16-104	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	3/16/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	Approve a Resolution and the submittal of an application for the 2016 Florida Inland Navigation District (FIND) Waterway Assistance Program for Fiscal Year 2017 to assist in funding the construction of the Cocoa Riverfront Connector and approve a Resolution authorizing the City Manager to finalize and execute the Landscape/Hardscape Construction and Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT) for the construction of the Cocoa Riverfront Connector and to the extent necessary, authorize the City Manager to seek additional approvals from the State to complete the Connector Project. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FIND Application Packet.pdf Landscape Agreement Cocoa.pdf FDOT Resolution.pdf Grant Application Submittal Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 16, 2016
Agenda Date: March 22, 2016
Prepared By: Susan D. McGrady, CRA Program Manager
Through: Steven P. Belden, AICP, Community Services Department Director
Requested Action:
Approve a Resolution and the submittal of an application for the 2016 Florida Inland Navigation District (FIND) Waterway Assistance Program for Fiscal Year 2017 to assist in funding the construction of the Cocoa Riverfront Connector and approve a Resolution authorizing the City Manager to finalize and execute the Landscape/Hardscape Construction and Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT) for the construction of the Cocoa Riverfront Connector and to the extent necessary, authorize the City Manager to seek additional approvals from the State to complete the Connector Project.

BACKGROUND:

Each year, FIND provides grant funding to local governments for design, engineering or construction in order to perform waterway improvement projects. Project types eligible for funding include public navigation, public waterway access facilities, public recreation, inlet management, beach renourishment, environmental education and boating safety. Grant applications are due by 4:00 p.m.

on April 1, 2016. It is anticipated that grants will be awarded by September 30, 2016.

As the eligible agency, the City of Cocoa is required to submit all appropriate forms including the Application Evaluation and Rating Worksheet 2016 (Attachment E-4) and the Resolution for Assistance 2016 (Attachment E-6). While the City of Cocoa will be the applicant, the Cocoa CRA will serve as the funder for the Project, if approved. Total grant funding being sought is $187,500.00 (50% of projected construction costs) with the remainder of the necessary funds, approximately $187,500.00 to be budgeted in Fiscal Year 2017 by the Cocoa CRA .

In addition to the FIND Grant application, Staff is also requesting approval of a Resolution and the authorization for the City Manager to finalize and execute the FDOT Landscape/Hardscape Construction and Maintenance Memorandum of Agreement. This Agreement will generally permit the construction of the Connector on FDOT's easement under the Hubert H. Humphrey Bridge. The Agreement calls for the continued maintenance of the Connector once constructed. Amendments to the draft FDOT draft agreement may be required depending on final legal review and the issue referenced in the paragraph below. Thus, Staff is requesting that the City Manager be authorized to finalize the terms and conditions of the Agreement in consultation with the City Attorney's office.

However, based on the proposed FDOT Agreement which was recently received by the City, it appears that the FDOT believes the City may need to acquire additional approval from the State of Florida Board of Internal Improvement Trust Fund (Governor and Cabinet) in order to complete the Connector Project upon the FDOT easement area. This is a new issue and condition which was not previously known to the City. This issue is currently under evaluation by Staff and the City Attorney's Office. If necessary, the City will submit another application with the State to obtain this approval or attempt to find another solution with FDOT. Therefore, to the extent determined to be necessary by the City Manager, Staff is requesting authorization to file this additional application or to find another solution that does not require additional approval from the State. The City's state affairs lobbyist (Jerry Sansom) will be engaged to assist the Staff if another application must be filed with the State.

If an additional approval is required by the State, Staff will attempt to obtain these approvals within any time constraint related to the 2016 FIND grant application. At this time, it is uncertain whether any additional required State approval will impact the City's application for a FIND grant.

STRATEGIC PLAN CONNECTION:

The Community Development Issue of the Strategic Plan will be advanced with the construction of the Cocoa Riverfront Connector as the Connector will serve to raise the quality of life for Cocoa's residents.

BUDGETARY IMPACT:

There is no budgetary impact for the City of Cocoa. All expenses related to the construction of the Cocoa Riverfront Connector will be budgeted and allocated by the Cocoa CRA in their Fiscal Year 2017 Annual Budget.

Budgeted - FY 2017 N/A
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested $350,000
Account Number 110-3230-559.63-00_
Account Name _Infrastructure

Amount Requested $187,500
Account Number 110-0000-337.30-14
Account Name _FIND Grant FDOT Agreement

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
__X__ Grant Source: FIND
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_
__X___ TIF

To the extent that additional approvals are required from the State to complete the Connector project there may be an additional budgetary impact. It is uncertain at this time whether there will be an additional budgetary impact. The City Council will be informed if there is an additional budgetary impact.

PREVIOUS ACTION:

None

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

FLORIDA INLAND NAVIGATION DISTRICT

COMMISSIONERS

J. CARL BLOW
CHAIR
ST. JOHNS COUNTY

DONALD J. CUOZZO
VICE-CHAIR
MARTIN COUNTY

JON NETTS
TREASURER
FLAGLER COUNTY

SUSANNE McCABE
SECRETARY
VOLUSIA COUNTY

E. TYLER CHAPPELL
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DON DONALDSON
ST. LUCIE COUNTY

PAUL U. DRITENBAS
INDIAN RIVER COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE DIRECTOR

To: Local Governments
From: Janet Zimmerman, Assistant Executive Director
Subject: 2016 Waterways Assistance Program
Date: January 11, 2016

Attached is an application package for the District's 2016 Waterways Assistance Program. Through this program over the past 27 years, the District has provided a total of over $193 million in funding assistance to local governments within our District to perform waterways improvement projects. Project types eligible for funding include public navigation, public waterway access facilities, waterfront parks, environmental education and boating safety projects directly related to the waterways. The District also provides grants for land acquisition which include opportunities for waterway access. Generally, ineligible costs include project maintenance, landscaping, in-house staff and reoccurring fees. Please see the program rules for more details on project eligibility. The funding level of this year's program will be determined in July based upon the availability of funding to the District and the quality and number of applications received.

Applications are due in the District office by 4:00 PM, April 1, 2016. Your application must be discussed with your local FIND Commissioner prior to March 4, 2016. The application must be initialed by the Commissioner prior to submission to the District office on April 1, 2016. Please see the application package for the complete program schedule and the name and address of your Commissioner.

Please provide 2 copies of your application (One printed copy and one electronic copy). Only the requested information should be submitted. Do not submit "extra" information, dividers or binders. **It is VERY important that the application forms remain in the same 8.5 x 11", paginated format, and the forms must be presented in the order listed on the application checklist.** Applications that do not follow the program directions, rules, or the application format may be rejected.

Please review the application checklist and be sure you can provide all of the required items. If you cannot provide ALL of the items on the application checklist, please contact staff immediately for advice on the potential resolution of a required item. Any application failing to include the required application items (with the exception of environmental resource permits & exemptions) will be eliminated from consideration on May 27, 2016. There is no waiver or exception available for this deadline. Solving questions or problems prior to the preparation and submission of your application will save us both time and effort and result in a more successful application.

ADMINISTRATIVE OFFICE ON THE INTRACOASTAL WATERWAY IN PALM BEACH COUNTY
1314 MARCINSKI ROAD, JUPITER, FLORIDA 33477-9427 TELEPHONE 561-627-3386 FAX No. 561-624-6480
www.aicw.org

FY 2016

WATERWAYS ASSISTANCE

PROGRAM

APPLICATION PACKAGE

Part 1: Attachments A through D

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FY 2016
WATERWAYS ASSISTANCE PROGRAM APPLICATION

Part 1.

ATTACHMENT A PROGRAM SCHEDULE

ATTACHMENT B COMMISSIONERS LISTING

ATTACHMENT C PROJECT PRIORITY LIST

ATTACHMENT D PROGRAM RULES

Part 2.

ATTACHMENT E PROGRAM APPLICATION/TIPS SHEET (1 PAGE)

E-1. APPLICATION CHECK LIST (2 PAGES)

E-2. APPLICANT INFORMATION/PROJECT SUMMARY

E-3. PROJECT INFORMATION

E-4. EVALUATION AND RATING FORM (20 PAGES)

E-5. COST ESTIMATE FORM

E-6. PROJECT TIMELINE

E-7. RESOLUTION (2 PAGES)

E-8. ATTORNEYS CERTIFICATION OF TITLE

E-9. REQUIRED MAPS
County/City Map of project location
Site plan map

ATTACHMENT A

FY 2016
WATERWAYS ASSISTANCE PROGRAM
SCHEDULE

January 2016	Availability of application packages.
Prior to March 4	Applicants schedule review of proposed projects with local FIND Commissioner, required before submission to the District office.
April 1, 2016	**Application due in District office by 4:00 PM (No Exceptions)**
May 27, 2016	Application requirements must be completed or application will be eliminated from further consideration.
June 17 & 18, 2016	Applicants make a 10-minute presentation of application to FIND Board. Meeting held in Brevard County.
July 22, 2016	FIND Board reviews additional requested information and the Commissioners will complete the Application's Rating & Evaluation Form. Board makes final funding decisions on remaining eligible applications (subject to budget process).
~4th week of Sept.	In mid-September a date will be scheduled for Final TRIM Hearing. All remaining permits due. *(Note: Meeting date subject to change)*
October 1, 2016	Funded applicants execute project agreement. Project funds become available, project initiates, timeline begins.

ATTACHMENT B
BOARD OF COMMISSIONERS - FIND

NASSAU COUNTY Mr. Lynn Williams 1899 S. Fletcher Ave Fernandina Beach, FL 32034-2329 Ph# (904) 491-0059 lynwil3@gmail.com	**DUVAL COUNTY** Mr. Michael O'Steen c/o Parc Group 4314 Pablo Oaks Court Jacksonville, FL 32224 Office Ph# (904) 992-9750 Michael@parcgroup.net
ST. JOHNS COUNTY Mr. Carl Blow 100 Santa Monica Avenue St. Augustine, FL 32080-5417 Ph# (904) 710-2655 john.carl.blow@gmail.com	**FLAGLER COUNTY** Mr. Jon Netts 17 Flintstone Court Palm Coast, FL 32137-8307 Ph# (386) 445-2121 jnetts@palmcoastgov.com
VOLUSIA COUNTY Mrs. Susanne McCabe 6080 Shallow Brook Court Port Orange, FL 32128-7147 Ph # (386) 295-9965 sdm@mccabelawyers.com	**BREVARD COUNTY** Mr. Jerry H. Sansom P.O. Box 98 Cocoa, FL 32923-0098 Ph# (321) 777-8130 jerryhsansom@aol.com
INDIAN RIVER COUNTY Mr. Paul Dritenbas 4885 13th Place Vero Beach, FL 32966-2671 Ph# (772) 569-4320 aiapdrit@comcast.net	**ST. LUCIE COUNTY** Mr. Don Donaldson 138 Commonwealth Court Fort Pierce, FL 34949 Ph# (772) 260-1969 ddonald5@bellsouth.net
MARTIN COUNTY Mr. Donald J. Cuozzo Cuozzo Design Group 289 SW Harbor View Drive Palm City, FL 34990-4329 Ph # (772) 485-1600 dcuozzo@cdgplan.com	**PALM BEACH COUNTY** Mr. Charles Isiminger c/o Isiminger & Stubbs Engineering, Inc. 649 U.S. Highway 1, Suite 9 North Palm Beach, FL 33408-4616 Ph# (561) 881-0003 cisiminger@coastal-engineers.com
BROWARD COUNTY Mr. Tyler Chappell The Chappell Group – Vice President 714 East McNab Road Pompano Beach, FL 33060-9430 Ph # (954) 782-1908 ext. 300 tyler@thechappellgroup.com	**MIAMI-DADE COUNTY** Mr. Spencer Crowley, III c/o Akerman LLP One Southeast Third Ave., 25th Floor Miami, FL 33131-1700 Ph# (305) 982-5549 spencer.crowley@akerman.com

ATTACHMENT C
2016 ASSISTANCE PROGRAM PROJECT PRIORITY LIST

PRIORITY PROJECT CATEGORY	MAX POINTS AVAILABLE (Question #1)	*Highest Potential Score*
1. Public navigation channel dredging.	8	*50*
2. Public navigation aids & markers.	8	*50*
3. Inlet management projects that are a benefit to public navigation in the District.	7	*49*
4. Public shoreline stabilization directly benefiting the District's waterway channels.	7	*49*
5. Acquisition and development of publicly owned spoil disposal sites & public commercial/industrial waterway access	6	*48*
6. Waterway signs & buoys for safety, regulation or information.	6	*48*
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;	5	*47*
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;	5	*47*
9. Derelict vessel removal	4	*46*
10. Waterway related environmental education programs & facilities	4	*46*
11. Public fishing & viewing piers	3	*45*
12. Public waterfront parks and boardwalks and associated improvements	3	*45*
13. Maritime Management Planning	3	*45*
14. Waterway boating safety programs & equipment	*2*	*44*
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project	2	*44*
16. Environmental restoration, enhancement or mitigation projects	*2*	*44*
17. Other waterway related projects.	1	*43*

NOTE: *Projects qualifying for Emergency Re-Construction status may have an additional 3 points available to the potential score.*

FY 2016

WATERWAYS ASSISTANCE

PROGRAM

APPLICATION PACKAGE

Part 2.

THE FOLLOWING ATTACHMENT E-1 THROUGH E-8 FORMS, IN ADDITION TO THE REQUIREMENTS OF ITEMS 10 THROUGH 13 OF THE APPLICATION CHECKLIST, CONSTITUTE YOUR FORMAL APPLICATION.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.

ONE ORIGINAL AND ONE ELECTRONIC COPY OF YOUR APPLICATION IS REQUIRED.

ATTACHMENT E - APPLICANT TIPS SHEET

(Mistakes Common to the application process and how to avoid them)

Scheduling – The new application is available by the 2nd week of January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 1ST of April; Property Control – 27th of May, Permits – 2nd week of September. *(Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)*

Property Control Verification – Please have your attorney complete and sign the form in the application verifying applicant property control. Support documentation is not necessary. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. *(Staff suggestion: Resolve this requirement outside the application "window".)*

Project Costs Eligibility – Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. *(Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline. Do not include applicant project management in your cost estimate*).

Cost-Share – Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. You may desire to have the District pay for some items and the applicant pay for others, or various percentages of each, etc. This may allow for a stronger application and easier accounting. *(Staff suggestion: Concentrate the District's cost-share funding into those items most related to the waterway.)*

Pre-Agreement Expenses - Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible, or limit them to a small percentage of the project. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. *(Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).*

Submitted Materials & June Presentation –The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. **If the submitted material will not fit in these bound notebooks, it is discarded. NOTE; also make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation.** *(Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation! Don't create unnecessary work for yourself!)*

ELECTRONIC SUBMISSIONS - Submit your electronic file in Word or PDF format on a CD or flash drive. Make sure to label your disc with the applicant and project title *(handwritten is fine)*. Where feasible, you may combine multiple files from the same grant into one larger file on the disc (i.e. scan the entire document as a PDF etc.). Note however, each grant application must be a separate electronic file, but you may combine multiple grants from the same applicant on to one disc or drive.

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

(To be completed by the Applicant)

		YES	NO
9.	Attorney's Certification (Land Ownership) – E-8 **(Must be on or follow format of Form No. 94-26,** **(Legal descriptions NOT accepted in lieu of form)**	____	____
10.	County/City Location Map	____	____
11.	Project Boundary Map	____	____
12.	Clear & Detailed Site Development Plan Map	____	____
13.	Copies of all Required Permits (Required of development projects only)	____	____

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:00 PM, April 1, 2016. By May 27, 2016 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than the final TRIM Hearing in September 2016. If the information in Item 13 is not submitted to the District office by the District's final TRIM hearing in September 2016, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON:_____ TITLE:_____

_____ _____

**** SIGNATURE - PROJECT LIAISON **** DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

Form No. 90-26 - New 9/2/92, Revised 07-30-02.

ATTACHMENT E-2

WATERWAYS ASSISTANCE PROGRAM FY 2016
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY

APPLICANT INFORMATION			
Applicant:			
Department:			
Project Title:			
Project Director:		**Title:**	
Project Liaison: *(if different from Project Director)*		**Title:**	
Mailing Address:			
City:		**Zip Code:**	
Email Address:		**Phone #:**	
Project Address:			

***** I hereby certify that the information provided in this application is true and accurate.****

SIGNATURE: _____ DATE: _____

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

Form No. 90-22, Rule 66B-2, (New 12/17/90, Rev.07-30-02, 04-24-06)

ATTACHMENT E-3 - PROJECT INFORMATION 2016

Applicant:		**Project Title:**			
Total Project Cost: $		**FIND Funding Requested: $**		**% of Total Cost:**	
Amount and Source of Applicant's Matching Funds:					

1. Ownership of Project Site (check one): Own: ☐ Leased: ☐ Other: ■

2. If leased or other, please describe lease or terms and conditions:

3. Once completed, will this project be insured against damage? Explain

4. Has the District previously provided assistance funding to this project or site? Yes: ☐ No: ☐

5. If yes, please list:

6. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

7. How many additional ramps, slips, parking spaces or other access features will be added by this project?

8. Are fees charged for the use of this project? No ☐ Yes ☐

9. If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Recieved
WMD			
DEP			
ACOE			
COUNTY / CITY			

ATTACHMENT E-4

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

STEP 1: All applicants will complete Attachment E-4 of the worksheet, which includes questions 1 through 6. ****Do not answer with more than four sentences.****

STEP 2: Complete **one and only one sub-Attachment** (E-4 A, B, C, D or E, questions 7-10) according to the applicant's project type.

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	
Applicant:	

---

1) PRIORITY LIST:

a) **Denote the priority list category of this project from Attachment C in the application.** (The application may only be of **one** type based upon the predominant cost of the project elements.)

b) **Explain how the project fits this priority category.**

(For reviewer only)
Max. Available Score for application _____

Question 1. Range of Score (1 to ___ points)

---

2) WATERWAY RELATIONSHIP:

a) **Explain how the project directly relates to the ICW and the mission of the Navigation District.**

b) **What public access or navigational benefit to the ICW or adjoining waterway will result from this project?**

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

a) **How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.**

b) **Discuss the regional and local public benefits that will be provided by the project.**

c) **Can residents from other counties of the District reasonably access and use the project? Explain.**

(For reviewer only)
(1-8 points)

4) TIMELINESS

a) **Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.**

b) **Briefly explain any unique aspects of this project that could influence the project timeline.**

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

a) **List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.**

b) **Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.**

c) **Describe any methods to be utilized to increase the cost efficiency of this project.**

d) **If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.**

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

a) **What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

b) **Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.**

c) **Will the program result in significant and lasting benefits? Explain.**

d) **Please describe any environmental benefits associated with this project.**

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

---

7) PERMITTING:

a) **Have all required environmental permits been applied for? If permits are NOT required, explain why not.**

b) **If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work. Please provide a general cost estimate for the future Phase II work.**

c) **Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.**

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

a) **Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

a) **Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.**

b) **How are the utilized construction techniques appropriate for the project site?**

c) **Identify any unusual construction techniques that may increase or decrease the costs of the project.**

(For reviewer only)
(1-3 points)

10) CONSTRUCTION MATERIALS:

a) List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?

b) Identify any unique construction materials that may significantly alter the project costs.

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4B
ENVIRONMENTAL EDUCATION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN ENVIRONMENTAL EDUCATION PROJECT

---

7) THOROUGHNESS:

a) Who is the primary target audience or user group for the project and how were they identified?

b) How have the needs of the target audience been evaluated and met?

c) How many people will the program serve on an annual basis? What will be the measurable results?

(For reviewer only)
(1-5 points)

---

8) DELIVERABLES:

a) **Describe the materials and project deliverables to be produced by this project.**

b) **Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.**

(For reviewer only)
(1-2 points)

9) EXPERIENCE & QUALIFICATIONS:

a) **Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.**

b) **What previous projects of this nature have been completed by the program manager?**

(For reviewer only)
(1-2 points)

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

b) What is the expected duration/frequency of this program?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4C
LAW ENFORCEMENT & BOATING SAFETY PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW ENFORCEMENT OR BOATING SAFETY PROJECT

---

7) VIABILITY:

c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.

d) How does the project provide significant benefits or enhancements to the District's Waterways?

(For reviewer only)
(1-3 points)

---

8) EXPERIENCE & QUALIFICATIONS:

a) **List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.**

b) **Have the personnel participated in or received state marine law enforcement training?**

(For reviewer only)
(1-2 points)

9) DELIVERABLES:

a) **Describe the anticipated, long-term measurable results of implementing this project.**

b) **What is the range or area of coverage for this project? Please provide a map of the coverage area.**

c) **Does the project fulfill a particular community need?**

For reviewer only)
(1-4 points)

10) EDUCATION:

a) What are the educational benefits (if any) of this proposed project?

b) How does the project or program provide effective public boating education or expand boater safety?

(For reviewer only)
(1 -3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4D
INLET MANAGEMENT and PUBLIC NAVIGATION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET MANAGEMENT or PUBLIC NAVIGATION PROJECT

---

7) WATERWAY RELATIONSHIP:

a) **How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?**

b) **Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.**

c) **Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?**

(For reviewer only)
(1-5 points)

---

8) PUBLIC ACCESS:

a) **Will the project enhance public access to or from the waterways? Describe in brief detail.**

b) **List the upstream publicly accessessible facilities with improved access as a result of this project.**

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

a) **Are there additional economic benefits to be realized by implementing this project?**

b) **Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.**

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) **When was this area last dredged? What is the expected frequency of future dredging?**

b) **Explain the funding mechanism for the long-term maintenance of the project.**

c) **Describe the long-range dredge material management plans.**

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4E
BEACH RENOURISHMENT PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A BEACH RENOURISHMENT PROJECT

---

7) WATERWAY RELATIONSHIP:

a) Describe how the District and other navigation interests will benefit from the implementation of this project.

(For reviewer only)
(1 -4 points)

---

8) VIABILITY:

a) Is the project site defined as critically eroded area by a statewide beach management plan?

b) Cite the quantifiable rate of erosion in this area.

c) Is the project an important component of an overall beach management effort?

(For reviewer only)
(1 -4 points)

9) PUBLIC BENEFITS:

a) Are there quantifiable public benefits demonstrated by the project?

b) Is there adequate public access to the project area? Please describe location and amount.

(For reviewer only)
(1-2 points)

10) PROJECT FUNDING:

a) Describe any assistance funding from other sources.

b) Clarify the availability of long-term funding for this project.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4F
EMERGENCY RE-CONSTRUCTION

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

---

11 (Extra) STORM DAMAGE EVALUATION:

a) **List the State emergency declaration order or proclamation.**

b) **Is this project a previously funded FIND grant project?**

c) **Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.**

(For reviewer only)
(0-3 points)

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2016

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	
Applicant:	

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost** **(Number and/or Footage etc.)**	**Applicant's Cost**	**FIND Cost**

****TOTALS =**	**$**	**$**	**$**

ATTACHMENT E-6
WATERWAYS ASSISTANCE PROGRAM 2016

PROJECT TIMELINE

Project Title:	
Applicant:	

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st

(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

ATTACHMENT E-7

RESOLUTION FOR ASSISTANCE 2016
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE _____ is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title_____

Total Estimated Cost $ _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of _____% of the actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____

_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the _____ at a legal meeting held on this _____day of _____ 20____.

_____ _____
Attest Signature

_____ _____
Title Title

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2016
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE *(City or County)* ATTORNEY
(Address)

_____, 20_____

TO WHOM IT MAY CONCERN:

I, _____, am the Attorney for the *(City or County)*, Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the *(City or County)* dated _____ conveying _____*(type of interest, ie. Fee simple, easement, 25 year lease, etc.)* in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the *(City or County)*. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "*(Name of Property as Referenced in the WAP application)*".

I certify that the *(City or County)* does in fact _____(own, lease, etc.) this property for _____ years.

Very truly yours,

(Name)
(City or County) Attorney

LANDSCAPE/HARDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ____day of _____ 2016, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **"DEPARTMENT"** and the City of Cocoa, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **"AGENCY."**

W I T N E S S E T H

WHEREAS, the **DEPARTMENT** has jurisdiction over and maintains State Road 520 as part of the State Highway System; and

WHEREAS, the **AGENCY** seeks to install and maintain certain landscaping, which by definition includes hardscaping, within the right of way of State Road 520; and

WHEREAS, the **AGENCY,** as part of said landscaping, seeks to remove, has removed sidewalk from a portion of said right of way, or seeks to install sidewalk and park facilities and to connect the sidewalk to an **AGENCY** sidewalk located off of said right of way; and

WHEREAS, the **DEPARTMENT** agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, Rule 14-40.003(3)(c), Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, **AGENCY**, by Resolution No. _____, dated _____, 2016, and attached hereto as Exhibit "A," has accepted said grant and authorized its officers to execute this **AGREEMENT** on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **AGENCY** hereby agrees to install or cause to be installed landscaping as specified in the Landscape and Project Plan(s) included as Exhibit "B." Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time, and the Florida Highway Landscape Guide, which is incorporated into Rule 14-40.003 by reference. The **AGENCY** shall not change or deviate from said plans(s) without written approval of the **DEPARTMENT**.

2. The **AGENCY** agrees to maintain the landscaping and other improved park facilities in accordance with the Landscape Maintenance Plan(s) included as Exhibit "C." Additionally, the **AGENCY** agrees to maintain existing sidewalk and other improved park facilities which remain within **DEPARTMENT** right of way, if any, within the area between the boundary

line on either side of the abutting property extending forward to the back of curb, or if no curb then to the edge of travel lane, and within the area connecting with sidewalk as shown on Exhibit "B. Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003 and the Florida Highway Landscape Guide, as they may be amended from time to time. The **AGENCY's** responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14-40.003. The **AGENCY** also agrees to maintain the **AGENCY** sidewalk and park facilities in conformance with generally accepted standards of sidewalk and **DEPARTMENT** maintenance. The above named functions to be performed by the **AGENCY** shall be subject to periodic inspections by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.

3. All landscape installation and all maintenance activities undertaken by **AGENCY** shall be in accordance with Florida Administrative Code Rules 14-40.003(5) and (7) and the Maintenance of Traffic Plans(s), included within Exhibit "B" and any Department standards related to the Maintenance of Traffic..

4. If at any time after the **AGENCY** has assumed the landscaping installation or the maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY** to place said **AGENCY** on notice thereof. The certified letter shall be sent to the _____. Thereafter the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:

   (a) If installation is not completed in accordance with the plans in paragraph 1, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor's personnel, and invoice the **AGENCY** for expenses incurred.

   (b) If installation has been properly completed or if the **DEPARTMENT** elects not to complete the installation under (a) above, and maintenance by **AGENCY** is not in compliance with paragraphs 2 or 3, the **DEPARTMENT** may take action to maintain the landscaping or existing sidewalk or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **AGENCY** for expenses incurred, or

   (c) The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **AGENCY** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping and related facilities or improvements that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **AGENCY** will own such materials as it removes and the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT** may, in its discretion, remove, relocate or adjust the landscaping materials and related

facilities or improvements, with the **AGENCY** being responsible for the cost of any removal.

Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, **AGENCY** shall cease installation and maintenance activities under this **AGREEMENT**.

5. It is understood between the parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscaping/hardscape after which time the **DEPARTMENT** may remove the same, with **AGENCY** being responsible for the cost of removal.

6. **AGENCY** may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, **AGENCY** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**.

7. The term of this **AGREEMENT** commences upon execution. The **AGENCY** shall notify or cause the **DEPARTMENT'S** Brevard Maintenance Engineer or his designee to be notified a minimum of 48 hours, excluding Saturday, Sunday, and legal holidays, prior to starting work in the right-of-way, unless said Engineer or his designee waives this period in writing. When the Department through said Engineer or his designee issues a Notice to Proceed, the **AGENC**Y may proceed with the project.

8. This **AGREEMENT** does not authorize possessory, exclusive, or permanent use of the right of way. The rights and privileges herein set out are granted only to the extent of the **DEPARTMENT'S** right, title and interest in the land to be entered upon and used by the **AGENCY**. It is also understood and agreed by the parties that in a substantial portion of the area to be used by the **AGENCY** and represented in attached Exhibits, the **DEPARTMENT** possesses a perpetual easement for right of way purposes granted to it by the Trustees for the Internal Improvement Trust Fund of Florida (the "Trustees") and recorded at OR Book 250, Page 552 in the Official Records Books of Brevard County. The **AGENCY** agrees that it has made an application to the Trustees for the rights necessary to build on the property reflected in the attached Exhibits and that the **AGENCY** possesses the necessary rights or permissions from the Trustees to perform any activities contemplated by the **AGENCY** on this project and covered by this **AGREEMENT** and its attachments.

9. This **AGREEMENT** shall not create contractual rights on behalf of the **AGENCY**. This **AGREEMENT** is revocable at any time by the **DEPARTMENT** in accordance with the above provisions.

10. To the extent permitted by Florida law the **AGENCY** agrees that it will indemnify, defend, save and hold harmless the State, the **DEPARTMENT** and all of the **DEPARTMENT'S** officers, agents, and employees from any claim, loss, damage, judgment, cost, charge or expense arising out of any act, action, neglect or omission by the **AGENCY**, its officers, agents, employees, representatives, or solicitors during the performance of this Agreement or in any manner arising on account of the exercise or attempted exercise by the **AGENCY** of any rights or privileges outlined herein, whether direct or indirect, and whether to any person or property to which the **DEPARTMENT** or said parties may be subject, except that neither the **AGENCY** nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the **DEPARTMENT** or any of its officers, agents, or employees. The Forgoing Provision is not intended to give rise to rights in any third party to recover damages from the **AGENCY** nor is it intention to constitute a waiver of sovereign immunity.

11. Should any work be performed within the right of way, the **AGENCY** shall require any contractors performing such work to possess and maintain a general liability insurance policy wherein the **DEPARTMENT** is listed as an additional insured on such policy, which insurance shall conform to the **DEPARTMENT'S** Standard Specifications for Road and Bridge Construction, January 2016 Edition and proof of which shall be provided upon request.

12. **AGENCY**:

    (a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** during the term of the contract; and

    (b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

14. This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the **AGREEMENT** and Florida law, the laws of Florida shall prevail.

16. Public Entity Crime - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide

any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. Anti-Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF COCOA **(AGENCY)**	**STATE OF FLORIDA** **DEPARTMENT OF TRANSPORTATION**
By: _____	**By:** _____
_____	**Alan E. Hyman**
Mayor	**Director of Traffic Operations**
Attest: _____ **(SEAL)**	**Attest:** _____ **(SEAL)**
_____	**Norma Mejias**
Clerk	**Executive Secretary**
_____	_____
Legal Approval	Legal Approval

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A LANDSCAPING AGREEMENT BETWEEN THE CITY OF COCOA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF A SIDEWALK PROJECT LOCATED WITHIN THE RIGHT-OF-WAY OF SR 520 BY THE CITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa believes the construction of the Cocoa Riverfront Connector is a worthwhile endeavor; and

WHEREAS, the City of Cocoa desires to enter into a Landscape/Hardscape Construction and Maintenance Memorandum of Agreement with the Florida Department of Transportation.

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

SECTION 1. That the City Manager is hereby authorized to finalize and execute the Landscape/Hardscape Construction and Maintenance Memorandum of Understanding, between the City and the Florida Department of Transportation, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That this Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22 day of March, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Community Services	**DIVISION: Economic Development**
POINT OF CONTACT: Susan D. McGrady	**PROJECT MANAGER: Susan D. McGrady**
NAME OF GRANT: Florida Inland Navigation District (FIND) Waterway Assist Program	
CFDA#/CFSA#:	**DATE DEPT. RECEIVED RFP: 1/13/16**
AMOUNT REQUESTED: $ 350,000.00	**GRANT DUE DATE: 4/1/16**
PROJECT DESCRIPTION: **Funds will allow for the construction of the Cocoa Riverfront Connector under the S.R. 520 bridge to connect Riverfront Park with the Whitley Bay Boardwalk.**	
COUNCIL REQUIRED: X YES NO	**TARGET DATE TO COUNCIL: 3/22/16**
MATCH REQUIRED: X YES NO **(IF YES, HOW MUCH :) $ 187,500**	**MATCH BUDGETED: YES NO** **Will be budgeted in FY 2017 by Cocoa CRA**
REIMBURSEMENT GRANT: X YES NO	**SCHEDULE FOR REIMBURSEMENT: As Requested**
Expense Account Number(s) to be used: 110-3230-559.63-00	
WHAT ARE THE REPORTING REQUIREMENTS? 1. Reports will be submitted as required by the grant award.	
FUTURE REQUIREMENTS TO CONSIDER:	
IS THE DEPARTMENT PREPARED TO APPLY: X YES NO	
EXPLAIN:	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

[signature]	3/16/16
Department Director	Date
[signature]	3/16/16
Grants Administrator	Date
[signature]	3/16/16
Deputy Finance Director	Date
[signature]	3.16.16
Finance Director	Date
[signature]	3/16/16
City Manager	Date

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

Legislation Details (With Text)

File #:	16-41	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/2/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	Ad Valorem Tax Abatement 2015 Annual Report received from Paragon Plastics, Inc., and affirmed by the Brevard County Property Appraiser. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2015 AVT Annual Report (Paragon Plastics).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 22, 2016
Agenda Date: March 22, 2016
Prepared By: Joan A. Junkala, Economic Development Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Information only. Ad Valorem Tax Abatement 2015 Annual Report received from Paragon Plastics, Inc., and affirmed by the Brevard County Property Appraiser.

BACKGROUND:

On May 28, 1996, City Council approved Resolution No. 96-24 providing a general procedure for the granting of Economic Development Ad Valorem Tax Exemptions. City Council was given authority to extend the Economic Development Ad Valorem Tax Exemption program for another ten (10) years pursuant to section 196.1995, Florida Statutes, by the majority of voters on November 8, 2005. On November 4, 2014, the citizens of the City of Cocoa voted again to extend the program another ten (10) years following its expiration in 2015. Entities receiving an Ad Valorem Tax Exemption are required to submit an Annual Report to the City Council of the City of Cocoa for each year in which they are requesting an exemption.

Attached please find Paragon Plastics Inc's 2015 Annual Report to the City of Cocoa dated January 28, 2016, and affirmed by the Brevard County Property Appraiser dated February 12, 2016. On November 8, 2011, Cocoa City Council approved Ordinance No. 17-2011 granting Paragon Plastics an Ad Valorem Tax Abatement on property and equipment. The Ad Valorem Tax Abatement is for a term of six (6) years, commencing with the first year the new improvements and personal property were added to the assessment roll, and lasting five (5) years thereafter, for sixty percent (60%) of the City's Ad Valorem Taxes. This is the fourth year report.

Under the Economic Incentive Agreement executed in November 2011, Paragon Plastics agreed to expand their existing 25,000 square foot facility by an additional 9,500 square feet and invest approximately $500,000 in renovations and new construction, and at least $100,000 in tangible personal property within three (3) years of the effective date of their Economic Incentive Agreement. Paragon Plastics also agreed to create at least 10 new jobs over three (3) years immediately following the completion of the expansion of its existing facilities with an average annual salary of at least $36,489.68. At the time of the Agreement, Paragon Plastics had 22 employees.

According to the 2015 Annual Report, Paragon Plastics currently employs 39 full time employees at their Cocoa facility with an average wage of approximately $33,486, not including health benefits. This is a net increase in employment of 17 full time employees since being granted the abatement in November 2011.

STRATEGIC PLAN CONNECTION:

This agenda item is directly connected to the Economic Development strategic issue.

BUDGETARY IMPACT:

The Brevard County Property Appraiser's estimate of the total revenue which will be lost to the City during the current fiscal year had the exempt property otherwise been subject to taxation is $1,865.93.

PREVIOUS ACTION:

City Council approved Paragon Plastics Ad Valorem Tax Abatement through the adoption of Ordinance No. 17-2011 on November 8, 2011.

RECOMMENDED MOTION:

Information only. Ad Valorem Tax Abatement 2015 Annual Report received from Paragon Plastics, Inc., and affirmed by the Brevard County Property Appraiser.

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THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

ANNUAL REPORT
ECONOMIC DEVELOPMENT AD VALOREM
TAX EXEMPTION PROGRAM

As required by Ordinance No. 01-2009 and Resolution No 2014-18 this form is to be filed with the City of Cocoa City Council no later than January 31 of each year the exemption is desired.

1. Business Name: Paragon Plastics Inc.
   Mailing Address: 520 St. John St. Cocoa, FL 32922

2. Name of person in charge of business: David Trout
   Telephone No.: 321-631-6212 Fax No.: 321-631-5459

3. Location of business (legal description and street address) of property for which this report is filed: 534 St. Johns St. Cocoa, FL 32922

4. Date Business opened at this facility: 2/15/2005

5. a. Description of the improvements to real property for which this exemption is required: 9500 SF expansion of 534 St. Johns St.

   b. Date of commencement of construction of improvements: 11/1/2012

6. a. Description of the tangible personal property for which this exemption is requested and date when property was purchased: See attachment

   b. Average value of inventory on hand: $625,000

7. Have you maintained the definition of a "New Business" or as an "Expansion of an Existing Business" as defined as a minimum of 10 new employees? Yes (✓) No ( )

8. Have you maintained the projected number of new employees stated in your original application? Yes (✓) No ( )

   Please state the number of employees currently employed and provide documentation. 43

9. Describe the type or nature of your business: plastics manufacturing of thermoformed parts

10. Trade level (check as many as apply): Wholesale ( ) Manufacturing (✓) Professional ( )
Service ( ) Office ( ) Other ( )

11. a. Number of full time employees employed in Florida: 39
b. If an expansion of an existing business:
1. Net increase in employment: 4 or 11 %
2. Increase in productive output resulting from this expansion: 17 %

12. Average wage of current employees: $ 33,486.00

13. Average wage of employees hired after exemption approval (Expansion): $28,641.60

14. For office space owned and used by a corporation newly domiciled in Florida:
a. Date of incorporation in Florida: _____
b. Number of full time employees at this location: _____

I agree to furnish such other reasonable information as the Cocoa City Council may request in regard to the exemption. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. If prepared by someone other than the taxpayer, his declaration is based on all information for which he has any knowledge.

DATE: 1/28/16 SIGNED: Amy Powell (Preparer)

SIGNED: [signature] 520 St. Johns St. Cocoa, FL 32922
(Preparer's Address)

TITLE: President 321-631-6212 (ext. 510)
(Preparer's Telephone Number)

PROPERTY APPRAISER'S USE ONLY

I. Estimate of the revenue which will be lost to the City during the current fiscal year had the exempt property otherwise been subject to taxation: 1865.93

II. Estimate of the taxable value lost to the City:
Improvements to real property: 90,340
Personal property: 151,560

DATE 2-12-16 SIGNED: [signature] (Property Appraiser)

PARAGON PLASTICS

INVOICE #	VENDOR	DATE	AMOUNT	EQUIPMENT	PAYMENT	CHECK	DATE PAID
N/A	PAYROLL SERVICES	6/2/2015	$14,000.00	THERMOFORM MACHINE	CHECK	27005	6/2/2015
0019918-IN	SCOTTTRADE	1/22/2015	$138,589.76	5X5 AXIS CNC ROUTER	FINANCED	N/A	N/A
8154	SANDMAN	11/6/2014	$2,895.00	SANDPRO DOWN DRAFT	CHECK	26237	11/6/2014
8154	SANDMAN	11/6/2014	$4,995.00	SANDPRO BOOTH	CHECK	26237	11/6/2014
326044	CIT FINANCE	7/16/2014	$32,631.25	ATLAS COPCO COMPRESSOR	FINANCED	N/A	N/A
0018277-IN	SCOTTTRADE	3/10/2014	$120,000.00	5 AXIS CNC ROUTER	FINANCED	N/A	N/A
3334	LOCATOR CORP	6/24/2013	$20,000.00	HYDRO TRIM PRESS	WIRE TRANSFER	N/A	6/24/2013
N/A	JOHN SALVA	5/15/2013	$1,400.00	24X48 LIFT	CHECK	24439	5/15/2013
01091Z	RHINO	5/9/2013	$2,003.00	RHINO CAD PROGRAM	CREDIT CARD	EPAY CHASE	6/1/2013
3436	ATLANTIC NETWORK	4/4/2013	$1,301.66	DELL OPTIPLEX 7010 MT FOR ENGINEERING DEPT	CHECK	24342	4/11/2013
3295	ATLANTIC NETWORK	5/9/2012	$4,691.56	NEW SERVER	CHECK	23322	5/30/2012
N/A	TCF FINANCE	10/15/2012	$85,752.32	3 AXIS CNC ROUTER	FINANCE	N/A	N/A
28471	GOT RACK	7/19/2012	$7,494.94	WAREHOUSE RACKS	EPAY	EPAY AMEX	8/6/2012
	TOTAL		$430,754.49				

City of Cocoa

AVT Annual Report - Employment

NAME	TITLE	FT/PT	HIRE	TERMINATION	WAGE/HR
ADAMS, JEREMIAH	CNC OPERATOR	FT	9/8/2015		$13.14
AGNEW, LUCAS	MAINTENANCE	FT	10/19/2015		$21.90
ALGER, CHRISTOPHER	ENG TECHNICIAN	FT	3/16/2015	3/19/2015	$14.00
ASHBY, THOMAS	CNC OPERATOR	FT	3/3/2015	6/25/2015	$10.50
BARTA, KODY	ENG DRAFTER	FT	6/21/2010		$16.00
BASHAW, ELIJAH	ASSEMBLER	FT	6/15/2015	7/3/2015	$13.14
BATES, JEANNE	CNC DESIGNER	FT	3/23/2015	6/18/2015	$20.70
BAUGHMAN, CHRISTOPHER	CUSTOMER SERVICE ASST	FT	10/19/2015		$15.18
BLEVINS, DAVID	BENDER	FT	10/28/2015		$13.14
BLOODWORTH, ANTHONY	CNC OPERATOR	FT	9/16/2014	2/10/2015	$10.50
BURCH, RODNEY	ASSEMBLER	FT	6/23/2014	9/2/2015	$10.00
BURNS, DAVID	FORMING OPERATOR	FT	10/2/2015	11/2/2015	$13.14
CAIL, GEORGE	ASSEMBLER	FT	5/18/2015	5/19/2015	$13.14
CARTER JR, JAMES	CNC OPERATOR	FT	11/5/2014		$10.25
CASTERLINE, TIMOTHY	MAINTENANCE	FT	10/21/2014	10/15/2015	$15.00
COOPER, RYAN	SALES OFFICE	FT	8/13/2012		$17.00
DARGA, NICHOLAS	BENDER	FT	8/19/2015	10/28/2015	$13.14
DAVIS, SCOTT	SHIPPING SUPERVISOR	FT	8/19/2013		$12.75
DEMELLO, DONALD	FORMING SUPERVISOR	FT	8/1/2011		$19.38
DEMEULENAERE, RICHARD	ENG SUPERVISOR	FT	9/28/2006		$24.00
DIVINE, SUPREME	FORMING OPERATOR	FT	12/8/2015		$13.14
EARP, PAUL	VP OF OPERATIONS	FT	1/3/2006		$38.47
FORBES, DUDDLEY	FORMING OPERATOR	FT	11/18/2014		$10.25
FULLER, JASON	SHIPPING CLERK	FT	8/5/2014	8/18/2015	$10.25
GONZALEZ, NELSON	ASSEMBLER	FT	5/18/2015		$10.00
GRAWE, ROBERT	FORMING OPERATOR	FT	12/16/2014	8/27/2015	$10.25
GREEN, BRIAN	CNC SUPERVISOR	FT	11/11/2009		$13.50
GOODWIN, VINCENT	CNC OPERATOR	FT	1/26/2015	4/13/2015	$13.14
HAMILTON, JEREMY	FORMING OPERATOR	FT	11/30/2015		$13.14
HAMILTON, JOSHUA	FORMING OPERATOR	FT	12/14/2015		$13.14
HANTHORN, PAUL	SHIPPING CLERK	FT	12/9/2014		$10.25
HATINA, DYLAN	FORMING OPERATOR	FT	2/24/2014		$10.25
HENDERSON, TYRONE	FORMING OPERATOR	FT	11/9/2015	11/19/2015	$13.14
HILDRETH, MATTHEW	FORMING OPERATOR	FT	5/21/2014	3/12/2015	$11.00
HOLLOWAY, GREG	FORMING OPERATOR	FT	10/20/2015	11/19/2015	$13.14
HOWARD, ANTONIO	CNC OPERATOR	FT	2/25/2015	3/25/2015	$13.87
HULSIZER, BRANDON	FORMING OPERATOR	FT	8/3/2011		$12.00
HULSIZER, MARION	FORMING SUPERVISOR	FT	1/18/2011		$13.65
JORDAN, DEVONTA	ASSEMBLER	FT	7/8/2015	7/14/2015	$13.14
KING, DAWN	QUALITY CONTROL	FT	3/9/2015	8/20/2015	$17.25
KORSGGIRD, HALEY	OFFICE MANAGER	FT	9/18/2012	7/30/2015	$18.00
KRESGE, ROBERT	ASSEMBLER	FT	6/20/2000		$14.90
KRUTZ, DONALD	ASSEMBLER	FT	8/15/2012	1/5/2015	$10.70
LEIDOLF, DAVID	CNC SUPERVISOR	FT	1/5/2015		$15.30
LITTLES, JOHNNY	ASSEMBLER	FT	3/1/2010		$11.45
LITTLES, SPENCER	FORMING OPERATOR	FT	5/8/2014	1/16/2015	$10.00

City of Cocoa
AVT Annual Report - Employment

LLOYD, DRAKE	CNC OPERATOR	FT	11/18/2014		$10.50
LOWE, ERIC	ASSEMBLER	FT	7/22/2015		$13.14
MACK, TERRANCE	FORMING OPERATOR	FT	9/30/2013		$10.50
MCDONALD, JAMES	QUALITY MANAGER	FT	6/16/2011		$18.50
MERCADO, RICARDO	FORMING OPERATOR	FT	5/26/2015		$10.00
MERRIELL, TONY	ASSEMBLER	FT	5/9/2014		$10.30
MORRELL, TROY	CNC OPERATOR	FT	1/26/2015		$10.25
P'POOL, RUSSELL	CNC OPERATOR	FT	2/11/2015	2/17/2015	$13.87
PAGAN, PEDRO	FORMING OPERATOR	FT	7/15/2015	10/15/2015	$13.14
PATTERSON, DAVONTAE	ASSEMBLER	FT	7/9/2015	7/20/2015	$13.14
PERCIVAL, EDDIE	CNC OPERATOR	FT	1/2/2014		$10.25
PERCIVAL, SANTO	CNC OPERATOR	FT	1/12/2015		$10.25
POWELL, AMY	ADM DIRECTOR	FT	8/3/2015		$24.00
REIS-ELBARA, TIM	ASSEMBLY SUPERVISOR	FT	7/22/2010		$17.35
REYNOLDS, DUANE	CNC OPERATOR	FT	1/5/2015	5/15/2015	$11.00
SCHNURMAN, DAVID	ASSEMBLER	FT	10/19/2015		$13.14
TAYLOR, RICHARD	CNC OPERATOR	FT	1/5/2015	1/7/2015	$11.00
THOMAS JR, WILLIAM	FORMING OPERATOR	FT	9/8/2014	8/18/2015	$10.25
TROUT, DAVID	PRESIDENT	FT	1/1/1996		$30.29
TRULL, KEN	FORMING OPERATOR	FT	5/5/2014	6/15/2015	$10.00
TUCKER, DANIEL	SALESMAN	FT	9/24/2002		$20.00
WALL, MARCUS	FORMING OPERATOR	FT	11/2/2015	11/2/2015	$13.14
WALL, TYRONE	SHIPPING CLERK	FT	11/18/2014		$10.25
WALSH, TIMOTHY	ENG TECHNICIAN	FT	12/9/2009		$14.00
WALTERS, BRODY	CNC OPERATOR	FT	6/25/2015		$10.00
WEBER, PAUL	ASSEMBLER	FT	9/23/2015	9/30/2015	$13.14
WELCH, DENNIS	ASSEMBLER	FT	7/1/2015	7/6/2015	$13.14
WHEELUS, ROSS	ASSEMBLER	FT	6/16/2015	9/26/2015	$13.14
WHITE, LINZIE	ASSEMBLER	FT	6/8/2015	6/16/2015	$13.14
WISHENGRAD, MATTHEW	FORMING OPERATOR	FT	2/26/2015	9/11/2015	$10.00
ZAMMAS, CHRISTINA	QUALITY AUDITOR	FT	9/1/2015		$17.25
Total Employees		77.5	Average Annual Wage		$13.77
** THESE WAGES DO NOT INCLUDE BONUSES, HOLIDAYS, VACATIONS, OR HEALTH BENEFITS PAID OUT FOR THE YEAR.					

Legislation Details (With Text)

File #:	16-70	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/23/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	Ad Valorem Tax Abatement 2015 Annual Report received from Diamondback CNC, LLC and affirmed by the Brevard County Property Appraiser. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2015 AVT Annual Report (Diamondback CNC LLC).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 23, 2016
Agenda Date: March 22, 2016
Prepared By: Joan A. Junkala, Economic Development Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Informational Only. Ad Valorem Tax Abatement 2015 Annual Report received from Diamondback CNC, LLC and affirmed by the Brevard County Property Appraiser.

BACKGROUND:

On May 28, 1996, City Council approved Resolution No. 96-24 providing a general procedure for the granting of Economic Development Ad Valorem Tax Exemptions. City Council was given authority to extend the Economic Development Ad Valorem Tax Exemption program for another ten (10) years pursuant to section 196.1995, Florida Statutes, by the majority of voters on November 8, 2005. On November 4, 2014, the citizens of the City of Cocoa voted again to extend the program another ten (10) years following its expiration in 2015. Entities receiving an Ad Valorem Tax Exemption are required to submit an Annual Report to the City Council of the City of Cocoa for each year in which they are requesting an exemption.

Attached please find Diamondback CNC LLC's 2015 Annual Report to the City of Cocoa dated January 29, 2016, and affirmed by the Brevard County Property Appraiser dated February 12, 2016. On June 12, 2012, Cocoa City Council approved Ordinance No. 08-2012 granting Diamondback CNC, LLC an Ad Valorem Tax Abatement on property and equipment. The Ad Valorem Tax Abatement is for a term of eight (8) years, commencing with the first year the new improvements and personal property were added to the assessment roll, and lasting seven (7) years thereafter, for sixty percent (80%) of the City's Ad Valorem Taxes. This is the fourth year report.

Under the Economic Incentive Agreement executed in June 2012, Diamondback CNC, LLC agreed to expand further into an existing 10,800 square foot facility, invest approximately $2,500,000 in new construction and tangible personal property, and create at least 35 new jobs over three (3) years immediately following the completion of the expansion of its existing facilities with an average annual salary of at least $37,440. At the time of the Agreement, Diamondback CNC, LLC had 25 employees.

According to the 2015 Annual Report, Diamondback CNC, LLC currently employs 28 full time employees at their Cocoa facility with an average wage of approximately $50,003, not including health benefits. This is a net increase in employment of three (3) full time employees since being granted the abatement in June 2012. Because of the nature of the firearms industry, Diamondback's employees are hired on a contract basis, causing fluctuation in employment throughout the year. During peak season in 2015, Diamondback employed 39 people, which is a net increase in employment of 14 full time employees.

STRATEGIC PLAN CONNECTION:

This agenda item is directly connected to the Economic Development strategic issue.

BUDGETARY IMPACT:

The Brevard County Property Appraiser's estimate of the total revenue which will be lost to the City during the current fiscal year had the exempt property otherwise been subject to taxation is $5,584.75.

PREVIOUS ACTION:

City Council approved Diamondback CNC, LLC's Ad Valorem Tax Abatement through the adoption of Ordinance No. 08-2012 on June 12, 2012.

RECOMMENDED MOTION:

Informational Only. Ad Valorem Tax Abatement 2015 Annual Report received from Diamondback CNC, LLC and affirmed by the Brevard County Property Appraiser.

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THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

ANNUAL REPORT
ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PROGRAM

As required by Ordinance No. 01-2009 and Resolution No 2014-18 this form is to be filed with the City of Cocoa City Council no later than January 31 of each year the exemption is desired.

1. Business Name: Diamondback CNC, LLC
   Mailing Address: 1060 Cox Rd, Cocoa, FL 32926

2. Name of person in charge of business: Bobby V. Fleckinger
   Telephone No.: 321 305 5995 Fax No.: 321 704 8289

3. Location of business (legal description and street address) of property for which this report is filed: Part of N 1/2 of NE 1/4 of NE 1/4 of NE 1/4 As DESC IN ORB 3716 PG 3685 & ORB 3831 PG 3330 PAR 151719 PUBLIC RECORDS of Brevard
   1060 Cox Rd Cocoa, FL 32926

4. Date Business opened at this facility: 8/2/2006

5. a. Description of the improvements to real property for which this exemption is required: NONE FOR 2015

   b. Date of commencement of construction of improvements: _____

6. a. Description of the tangible personal property for which this exemption is requested and date when property was purchased: Assets or large purchases
   SEE ATTACHMENT A

   b. Average value of inventory on hand: $223,883.00

7. Have you maintained the definition of a "New Business" or as an "Expansion of an Existing Business" as defined as a minimum of 10 new employees? Yes ( ) No (X)

8. Have you maintained the projected number of new employees stated in your original application?
   Yes ( ) No (X)

   Please state the number of employees currently employed and provide documentation. 28

9. Describe the type or nature of your business: Manufacturing of marine and gun components

10. Trade level (check as many as apply): Wholesale ( ) Manufacturing (X) Professional ( )
Service ( ) Office ( ) Other ( )

11. a. Number of full time employees employed in Florida: 28
b. If an expansion of an existing business:
1. Net increase in employment: + 1 (since 2014) or ____ %
2. Increase in productive output resulting from this expansion: 4 %

12. Average wage of current employees: $ 24.04 per hour

13. Average wage of employees hired after exemption approval (Expansion): $ 17.43/hr.

14. For office space owned and used by a corporation newly domiciled in Florida:
a. Date of incorporation in Florida: 2006
b. Number of full time employees at this location: 28

I agree to furnish such other reasonable information as the Cocoa City Council may request in regard to the exemption. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. If prepared by someone other than the taxpayer, his declaration is based on all information for which he has any knowledge.

DATE: 1/29/2016 SIGNED: Laura Chaffin (Preparer)

SIGNED: Faith Denman 1060 Fox Rd, Cocoa, FL 32926 (Preparer's Address)

TITLE: CFO 321 704 8320 (Preparer's Telephone Number)

PROPERTY APPRAISER'S USE ONLY

I. Estimate of the revenue which will be lost to the City during the current fiscal year had the exempt property otherwise been subject to taxation: $584.75

II. Estimate of the taxable value lost to the City:
Improvements to real property: 45,590
Personal property: 926,880

DATE: 2-12-16 SIGNED: Dana Buckley (Property Appraiser)

DIAAMONDBACK CNC

400MM TOMBSTONE, SET OF 2	1/28/2015	Asset - Equipment/Tombstones	$	5,800.00
MACHINE FIXTURES (TCP SLIDE PROJECT)	04/30/2015	Asset - Equipment/Tombstones	$	6,277.00
400MM TOMBSTONE, SET OF 4	05/16/2015	Asset - Equipment/Tombstones	$	23,200.00
MACHINED FIXTURES FOR TCP SLIDES	05/31/2015	Asset - Equipment/Tombstones	$	4,574.88
MORI SEIKI DURA TURN 2050 CNC LATHE	06/01/2015	Asset - Equipment/Tombstones	$	84,000.00
REPLACEMENT SPINDLE FOR NHX4000	07/08/2015	Asset - Equipment/Tombstones	$	15,333.00
MACHINED FIXTURES FOR TCP SLIDES	07/29/2015	Asset - Equipment/Tombstones	$	4,574.88
MARUKA MORI HORIZONTAL MACHINE 07; NH-4000DCG, S/N NH401FL1533	08/14/2015	Asset - Equipment/Tombstones	$	171,814.32
LEAF AIR COMPRESSOR	10/01/2015	Asset - Equipment/Tombstones	$	8,299.00
TOTAL EQUIPMENT/TOMBSTONES			$	323,873.04

DBFS TRIGGER MOLD	5/12/2015	Asset - Molds	$	20,787.50
COOLING FIXTURE	5/12/2015	Asset - Molds	$	16,550.00
TOTAL MOLDS			$	37,337.50

Form **941 for 2015: Employer's QUARTERLY Federal Tax Return**
(Rev. January 2015) Department of the Treasury -- Internal Revenue Service

950114
OMB No. 1545-0029

Employer Identification number (EIN): 22-3940360

Name (not your trade name): DIAMONDBACK CNC LLC

Trade name (if any):

Address: 1060 Cox Road
Number Street Suite or room number

Cocoa | FL | 32926
City State ZIP code

Foreign country name | Foreign province/county | Foreign postal code

Report for this Quarter of 2015 (Check one)

- [ ] 1: January, February, March
- [ ] 2: April, May, June
- [ ] 3: July, August, September
- [X] 4: October, November, December

Instructions and prior year forms are available at *www.irs.gov/form941*.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)	1	28
2	Wages, tips, and other compensation	2	374912.44
3	Federal income tax withheld from wages, tips, and other compensation	3	53967.06
4	If no wages, tips, and other compensation are subject to social security or Medicare tax		[ ] Check and go to line 6.

		Column 1		Column 2
5a	Taxable social security wages	331284.85	× .124 =	41079.32
5b	Taxable social security tips	.	× .124 =	.
5c	Taxable Medicare wages & tips	378454.79	× .029 =	10975.19
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× .009 =	.

5e	Add Column 2 from lines 5a, 5b, 5c, and 5d	5e	52054.51
5f	Section 3121(q) Notice and Demand--Tax due on unreported tips (see instructions)	5f	.
6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	106021.57
7	Current quarter's adjustment for fractions of cents	7	0.05
8	Current quarter's adjustment for sick pay	8	.
9	Current quarter's adjustments for tips and group-term life insurance	9	.
10	Total taxes after adjustments. Combine lines 6 through 9	10	106021.62
11	Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, 944-X (PR), or 944-X (SP) filed in the current quarter	11	106021.62
12	Balance due. If line 10 is more than line 11, enter the difference and see instructions	12	.
13	Overpayment. If line 11 is more than line 10, enter the difference . Check one: [ ] Apply to next return. [ ] Send a refund.		

▶ You MUST complete both pages of Form 941 and SIGN it.

Next ▶

Name (not your trade name): DIAMONDBACK CNC LLC

Employer identification number (EIN): 22-3940360

Part 2: Tell us about your deposit schedule and tax liability for this quarter.

If you are unsure about whether you are a monthly schedule depositor or a semiweekly schedule depositor, see Pub. 15 (Circular E), section 11.

14 Check one:

☐ Line 10 on this return is less than $2,500 or line 10 on the return for the prior quarter was less than $2,500, and you did not incur a $100,000 next-day deposit obligation during the current quarter. If line 10 for the prior quarter was less than $2,500 but line 10 on this return is $100,000 or more, you must provide a record of your federal tax liability. If you are a monthly schedule depositor, complete the deposit schedule below; if you are a semiweekly schedule depositor, attach Schedule B (Form 941). Go to Part 3.

☐ You were a monthly schedule depositor for the entire quarter. Enter your tax liability for each month and total liability for the quarter, then go to Part 3.

Tax liability:	Month 1	.
	Month 2	.
	Month 3	.
Total liability for quarter		. Total must equal line 10.

☒ You were a semiweekly schedule depositor for any part of this quarter. Complete Schedule B (Form 941), Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to Form 941.

Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.

15 If your business has closed or you stopped paying wages . . . . . ☐ Check here, and enter the final date you paid wages / / .

16 If you are a seasonal employer and you do not have to file a return for every quarter of the year . . ☐ Check here.

Part 4: May we speak with your third-party designee?

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

☐ Yes. Designee's name and phone number

Select a 5-digit Personal Identification Number (PIN) to use when talking to the IRS. ☐☐☐☐☐

☐ No.

Part 5: Sign here. You MUST complete both pages of Form 941 and SIGN it.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

X Sign your name here: Robert Johnson

Print your name here: Robert Johnson

Print your title here: Paycor, Inc., Auth. Reporting

Date: 01 / 31 / 2016

Best daytime phone: 513 381 0505

Paid Preparer Use Only

Check if you are self-employed . . . ☐

Preparer's name		PTIN	
Preparer's signature		Date	/ /
Firm's name (or yours if self-employed)		EIN	
Address		Phone	
City	State	ZIP code	

Schedule B (Form 941):

960311

Report of Tax Liability for Semiweekly Schedule Depositors

(Rev. January 2014) Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

Employer identification number (EIN) 22-3940360

Name *(not your trade name)* DIAMONDBACK CNC LLC

Calendar year 2015 (Also check quarter)

Report for this Quarter... (Check one.)

- ☐ 1: January, February, March
- ☐ 2: April, May, June
- ☐ 3: July, August, September
- ☒ 4: October, November, December

Use this schedule to show your TAX LIABILITY for the quarter; DO NOT use it to show your deposits. When you file this form with Form 941 or Form 941-SS, DO NOT change your tax liability by adjustments reported on any Forms 941-X or 944-X. You must fill out this form and attach it to Form 941 or Form 941-SS if you are a semiweekly schedule depositor or became one because your accumulated tax liability on any day was $100,000 or more. Write your daily tax liability on the numbered space that corresponds to the date wages were paid. See Section 11 in Pub. 15 (Circular E), Employer's Tax Guide, for details.

Month 1

1		9	7813.47	17		25	
2	8536.87	10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	7225.14
7		15		23	7474.52	31	
8		16	7722.30	24			

Tax liability for Month 1: 38772.30

Month 2

1		9		17		25	7379.15
2		10		18		26	
3		11		19		27	
4		12		20	7437.10	28	
5		13	7421.04	21		29	
6	7309.86	14		22		30	
7		15		23		31	
8		16		24			

Tax liability for Month 2: 29547.15

Month 3

1		9		17		25	
2		10		18	8064.33	26	
3		11	7892.56	19		27	
4	7569.61	12		20		28	
5		13		21		29	
6		14		22		30	6090.36
7		15		23	8085.31	31	
8		16		24			

Tax liability for Month 3: 37702.17

Fill in your total liability for the quarter (Month 1 + Month 2 + Month 3) ▶

Total must equal line 10 on Form 941 or Form 941-SS.

Total liability for the quarter: 106021.62

Legislation Details (With Text)

File #:	16-82	**Version:**	1	**Name:**	Fire Incident Summary Report for February
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/1/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	Monthly Incident Fire Summary Report. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	February 2016 Incident Summary.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 1, 2016
Agenda Date: March 8, 2016
Prepared By: Jonathan Lamm, Deputy Chief of Operations
Through: John Titkanich Jr, City Manager
Requested Action:
Information Only

BACKGROUND:

Monthly Incident Fire Summary Report

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Department for the month of February2016

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

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Fire Incident Summary Report

Print Date/Time: 03/01/2016 07:05
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 02/01/2016
To Date: 02/29/2016
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	9	**EMS:**	312	**Unknown:**	25	**All**	414
Average Calls per Day	**Fire:**	0.32	**EMS:**	11.14	**All:**	14.79		
Total Number of Arson Calls	**All:**	0						
Estimated Dollar Loss	**Fire:**	$62,201.00	**Other:**	$0.00	**All:**	$62,201.00	**Arson:**	$0.00
Estimated Value	**Fire:**	$67,610.00	**Other:**	$0.00	**All:**	$67,610.00	**Arson:**	$0.00
Percentage Saved	**Fire:**	800.00%	**Other:**	0.00%	**All:**	800.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	0	**Civilian Fire:**	0	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	0	**Arson:**	0		
Total Apparatus Responses	**All:**	491						
Average Responses per Day	**All:**	14.79						
Average Apparatus per Call	**Fire:**	3.22	**EMS:**	1.10	**All:**	1.19		
Average Turnout Time	**All:**	00:04:02						
Average Response Time	**All:**	00:05:00						
Average Contain Time	**All:**	00:16:50						
Average Total Time	**All:**	00:16:32						
Average Personnel per Call	**Fire:**	6.89	**EMS:**	3.13	**All:**	3.17		
Total Aid Given Calls	**All:**	30						
Total Aid Received Calls	**All:**	6						

Total Calls By Incident Type	Count	Aid Given	Aid Received
111 111 Building fire	1	0	1
121 121 Fire in mobile home used as fixed residence	1	1	0
130 130 Mobile property (vehicle) fire, other	1	0	0
142 142 Brush or brush-and-grass mixture fire	4	0	0
151 151 Outside rubbish, trash or waste fire	1	0	0
152 152 Garbage dump or sanitary landfill fire	1	0	0
321 3213 Invalid Assist	9	0	0
321 3212 BLS Medical	203	11	1
321 3211 ALS Medical	71	3	2
322 3222 Vehicle Accident w/inj BLS	15	1	0
322 3221 Vehicle Accident w/inj ALS	1	0	0
322 322 Motor vehicle accident with injuries	3	0	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	5	0	0
324 324 Motor vehicle accident with no injuries.	5	2	0
445 445 Arcing, shorted electrical equipment	1	0	0
550 550 Public service assistance, other	3	0	0
552 552 Police matter	1	0	0
553 553 Public service	3	0	0
554 554 Assist invalid	1	0	0

Fire Incident Summary Report

Print Date/Time: 03/01/2016 07:05
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 02/01/2016
To Date: 02/29/2016
Location: All

Cocoa Fire Department
FDID Number: 19052

561 561 Unauthorized burning	2	1	1
611 611 Dispatched & canceled en route	36	10	0
622 622 No incident found on arrival at dispatch address	6	0	0
651 651 Smoke scare, odor of smoke	4	0	0
700 700 False alarm or false call, other	2	0	0
730 730 System malfunction, other	1	1	0
733 733 Smoke detector activation due to malfunction	1	0	0
735 735 Alarm system sounded due to malfunction	1	0	0
740 740 Unintentional transmission of alarm, other	2	0	0
743 743 Smoke detector activation, no fire - unintentional	1	0	0
745 745 Alarm system activation, no fire - unintentional	2	0	1
911 911 Citizen complaint	1	0	0

Legislation Details (With Text)

File #:	16-83	**Version:**	1	**Name:**	February, 2016 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/1/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 02/29/2016. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.15 thru 02.29.16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	March 1, 2016
Agenda Date:	March 22, 2016
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 02/29/2016**.**

BACKGROUND:

The following reports for the period October 01, 2015 through February 29, 2016 provide a summary of all the purchases $25,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-15 thru 02-29-16

$25,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 77

City Manager = 41

City of Cocoa CRA Board = 4

City Council = 32

Purchase Order Approvals 10-01-15 thru 02-29-16
$25,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66675	10/5/2015	Pace Analytical Services, Inc.	$ 28,000.00	10/2/2015	John A. Titkanich, Jr. AICP
66740	10/6/2015	Cutwater Asset Management Corp.	$ 37,500.00	10/5/2015	Micki Abdi (Acting)
66746	10/6/2015	Brevard County Board of County Comm.	$ 30,000.00	10/5/2015	Micki Abdi (Acting)
66760	10/6/2015	Garganese, Weiss & D'Agresta	$ 35,000.00	10/5/2015	Micki Abdi (Acting)
66797	10/7/2015	Ricoh USA, Inc.	$ 46,000.00	10/6/2015	John A. Titkanich, Jr. AICP
66902	10/9/2015	MCCI, LLC	$ 49,733.14	10/9/2015	Micki Abdi (Acting)
66964	10/15/2015	Iwater, Inc.	$ 32,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66970	10/15/2015	Cemex	$ 25,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66975	10/15/2015	Sunstate Meter & Supply Inc.	$ 27,224.00	10/14/2015	John A. Titkanich, Jr. AICP
66997	10/19/2015	Trane Orlando Company	$ 46,508.00	10/17/2015	John A. Titkanich, Jr. AICP
67041	10/22/2015	Quentin L. Hampton Assoc.	$ 30,281.00	10/21/2015	John A. Titkanich, Jr. AICP
67043	10/22/2015	Insource Software Solutions	$ 36,728.10	10/21/2015	John A. Titkanich, Jr. AICP
67044	10/22/2015	Brev Cty Emergency Management	$ 27,771.00	10/21/2015	John A. Titkanich, Jr. AICP
67061	10/22/2015	Architects RKZ, Inc.	$ 37,856.08	10/21/2015	John A. Titkanich, Jr. AICP
67062	10/22/2015	Industrial Chemicals Inc.	$ 27,680.00	10/21/2015	John A. Titkanich, Jr. AICP
67070	10/23/2015	Ring Power Corporation	$ 42,973.00	10/22/2015	John A. Titkanich, Jr. AICP
67077	10/26/2015	Air Liquid Industrial	$ 37,814.00	10/23/2015	John A. Titkanich, Jr. AICP
67113	10/29/2015	CDM Smith Inc.	$ 29,813.00	10/28/2015	John A. Titkanich, Jr. AICP
67152	11/5/2015	CDM Smith Inc.	$ 39,000.00	11/4/2015	Micki Abdi (Acting)
67182	11/9/2015	G4S Secure Solutions	$ 40,415.00	11/6/2015	John A. Titkanich, Jr. AICP
67183	11/9/2015	Cathedral Corporation	$ 30,000.00	11/6/2015	John A. Titkanich, Jr. AICP
67184	11/9/2015	Underwater Solutions, Inc.	$ 37,890.00	11/6/2015	John A. Titkanich, Jr. AICP
67185	11/9/2015	Garganese, Weiss & D'Agresta	$ 49,500.00	11/6/2015	John A. Titkanich, Jr. AICP
67221	11/16/2015	Parsons Brinckheroff Inc.	$ 30,000.00	11/13/2015	John A. Titkanich, Jr. AICP
67249	11/17/2015	CDM Smith Inc.	$ 30,000.00	11/16/2015	John A. Titkanich, Jr. AICP
67340	11/25/2015	Odyssey Manufacturing Co.	$ 30,560.00	11/24/2015	John A. Titkanich, Jr. AICP
67352	11/25/2015	Trekker Tractor LLC	$ 38,193.25	11/24/2015	John A. Titkanich, Jr. AICP
67396	12/3/2015	Odyssey Manufacturing Co.	$ 29,600.00	12/3/2015	John A. Titkanich, Jr. AICP
67397	12/3/2015	S & L Materials, Inc.	$ 35,000.00	12/3/2015	John A. Titkanich, Jr. AICP
67484	12/16/2015	Bauer Compressors Inc.	$ 45,061.80	12/15/2015	John A. Titkanich, Jr. AICP
67487	12/16/2015	Sunstate Meter & Supply Inc.	$ 43,350.00	12/15/2015	John A. Titkanich, Jr. AICP
67502	12/17/2015	Sunstate Meter & Supply Inc.	$ 41,644.80	12/17/2015	John A. Titkanich, Jr. AICP
67504	12/17/2015	Duval Ford	$ 29,850.00	12/17/2015	John A. Titkanich, Jr. AICP
67553	12/28/2015	FL Division of Workers Comp.	$ 27,318.63	12/28/2015	John A. Titkanich, Jr. AICP
67580	1/4/2016	CDM Smith Inc.	$ 49,250.00	12/30/2015	John A. Titkanich, Jr. AICP
67626	1/13/2016	Quentin L. Hampton Assoc.	$ 25,205.00	1/13/2016	John A. Titkanich, Jr. AICP
67713	2/3/2016	Empire Computing & Consulting	$ 30,000.00	2/3/2016	John A. Titkanich, Jr. AICP
67757	2/12/2016	Pro Co., Inc.	$ 32,131.00	2/11/2016	John A. Titkanich, Jr. AICP
67759	2/12/2016	Stewarts Electric Motor Works	$ 49,564.90	2/11/2016	John A. Titkanich, Jr. AICP
67785	2/19/2016	Cardno, Inc.	$ 27,525.00	2/19/2016	John A. Titkanich, Jr. AICP
68714	2/25/2016	Architects RZK, Inc.	$ 38,445.65	2/25/2016	John A. Titkanich, Jr. AICP

41 Purchase Order Approved by City Manager

Prepared by Purchasing 3/1/2016

Purchase Order Approvals 10-01-15 thru 02-29-16
$25,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
67362	11/30/2015	Cocoa Main Street	$ 25,000.00	11/3/2015	COCOA
67465	12/14/2015	Infrastructure	$ 33,841.00	2/3/2015	COCOA
67466	12/14/2015	Quentin L. Hampton Assoc.	$ 41,242.91	7/7/2015	COCOA
67497	12/16/2015	Alliance for Neighborhood	$ 25,000.00	12/14/2015	COCOA

4 Purchase Order Approved by CRA

Prepared by Purchasing 3/1/2016

Purchase Order Approvals 10-01-15 thru 02-29-16
$25,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66741	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66742	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66907	10/12/2015	H&H Liquid Sludge Disposal, Inc.	$ 40,000.00	9/22/2015	City Council
66913	10/12/2015	ESRI Environmental Systems, Inc.	$ 27,275.00	9/9/2014	City Council
66914	10/12/2015	Glover Oil Company Inc.	$ 26,523.00	7/8/2014	City Council
66956	10/15/2015	Verizon Wireless	$ 42,720.00	7/24/2012	City Council
67042	10/22/2015	Glover Oil Company Inc.	$ 49,000.00	7/8/2014	City Council
67049	10/22/2015	Florida Power & Light	$ 30,000.00	10/13/2015	City Council
67051	10/22/2015	Florida Power & Light	$ 50,000.00	10/13/2015	City Council
67057	10/22/2015	Water Resource Associates	$ 49,500.00	3/24/2015	City Council
67058	10/22/2015	Glover Oil Company Inc.	$ 25,964.00	7/8/2014	City Council
67060	10/22/2015	Lisa Cullen Tax Collector	$ 41,200.00	10/21/2015	City Council
67064	10/22/2015	Brandes Design-Build, Inc.	$ 26,895.00	10/13/2015	City Council
67079	10/26/2015	Glover Oil Company Inc.	$ 28,175.06	7/8/2014	City Council
67237	11/16/2015	United Self Insured Services	$ 50,000.00	9/8/2015	City Council
67264	11/18/2015	CH2M Hill Engineers, Inc.	$ 28,240.22	10/14/2014	City Council
67265	11/18/2015	Coggin Ford	$ 46,904.48	11/10/2015	City Council
67267	11/18/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67269	11/18/2015	Coggin Ford	$ 28,386.97	11/10/2015	City Council
67317	11/23/2015	Coggin Ford	$ 27,296.91	11/23/2015	City Council
67341	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67342	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67343	11/25/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67351	11/25/2015	Coggin Ford	$ 40,950.54	11/10/2015	City Council
67353	11/25/2015	CH2M Hill Engineers, Inc.	$ 38,151.51	5/27/2014	City Council
67398	12/3/2015	Villages Construction Inc.	$ 37,009.89	10/13/2015	City Council
67399	12/3/2015	Myra Planning & Design	$ 45,285.65	3/24/2015	City Council
67401	12/3/2015	Bussen Mayer Engineering	$ 45,000.00	6/23/2015	City Council
67526	12/22/2015	CH2M Hill Engineers, Inc.	$ 25,884.84	12/8/2015	City Council
67560	12/28/2015	Glover Oil Company Inc.	$ 36,908.19	7/8/2014	City Council
67668	1/27/2016	Glover Oil Company Inc.	$ 26,201.85	7/8/2014	City Council
67751	2/11/2016	Duval Ford	$ 43,329.00	1/13/2015	City Council

32 Purchase Order Approved by City Council

Prepared by Purchasing 3/1/2016

Legislation Details (With Text)

File #:	16-92	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/9/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report Feb 16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 9, 2016
Agenda Date: March 23, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending February 2016 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.



FY 2016 Budget by Classification Report - Summary Listing

Through 2/29/2016

Target for February is 42%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 6,821,651		$ 4,657,494.96	$ 2,164,156.04	68%
OTHER PERMITS AND FEES	$ 3,366,886		$ 1,849,148.33	$ 1,517,737.67	55%
INTERGOVERNMENTAL	$ 3,788,514		$ 332,671.53	$ 3,455,842.47	9%
CHARGES FOR SERVICES	$ 11,012,280		$ 4,478,785.06	$ 6,533,494.94	41%
FINES AND FORFEITURES	$ 24,495		$ 11,516.48	$ 12,978.52	47%
MISCELLANEOUS	$ 793,005		$ 287,593.59	$ 505,411.41	36%
OTHER SOURCES (NON-REVENUE)	$ 13,385,712		$ 2,786,685.00	$ 10,599,027.00	21%
REVENUE TOTALS	**$ 39,192,543**		**$ 14,403,894.95**	**$ 24,788,648.05**	**37%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,894,031	$ 15,314.50	$ 8,000,096.51	$ 12,878,619.99	38%
OPERATING EXPENDITURES	$ 9,898,662	$ 2,139,856.06	$ 2,745,270.81	$ 5,013,535.13	49%
CAPITAL OUTLAY	$ 5,650,247	$ 1,469,220.48	$ 2,561,868.09	$ 1,619,158.43	71%
GRANTS, AIDS AND OTHER	$ 2,749,603	$ 7,600.00	$ 657,272.00	$ 2,084,731.00	24%
EXPENSE TOTALS	**$ 39,192,543**	**$ 3,631,991.04**	**$ 13,964,507.41**	**$ 21,596,044.55**	45%
REVENUE TOTALS	**$ 39,192,543**	**$ -**	**$ 14,403,894.95**	**$ 24,788,648.05**	**37%**
EXPENSE TOTALS	**$ 39,192,543**	**$ 3,631,991.04**	**$ 13,964,507.41**	**$ 21,596,044.55**	**45%**
	$ -	**$ (3,631,991.04)**	**$ 439,387.54**		

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	387,392	127,989.84	33	1,936,960	4,011,205.18	207	4,648,710	637,504.82
20 00	DELINQUENT TAXES	3,333	689.97	21	16,665	1,110.92	7	40,000	38,889.08
25 00	PENALTIES RE: TAXES	416	401.58	97	2,080	2,692.31	129	5,000	2,307.69
30 00	TAX CERTIFICATES	16,666	.00		83,330	.00		200,000	200,000.00
311 **	AD VALOREM	407,807	129,081.39	32	2,039,035	4,015,008.41	197	4,893,710	878,701.59
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	24,954	44,214.52	177	124,770	95,654.78	77	299,452	203,797.22
312 **	SALES USE AND FUEL TAXES	24,954	44,214.52	177	124,770	95,654.78	77	299,452	203,797.22
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	82,314	73,927.03	90	411,570	316,700.80	77	987,768	671,067.20
40 00	GAS	1,732	2,494.58	144	8,660	5,217.13	60	20,784	15,566.87
80 00	PROPANE	1,300	1,589.70	122	6,500	6,010.53	93	15,605	9,594.47
314 **	UTILITY SERVICE TAX	85,346	78,011.31	91	426,730	327,928.46	77	1,024,157	696,228.54
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	36,194	34,674.16	96	180,970	67,212.69	37	434,332	367,119.31
315 **	COMMUNICATION SERVICE TAX	36,194	34,674.16	96	180,970	67,212.69	37	434,332	367,119.31
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	14,166	3,026.89	21	70,830	151,690.62	214	170,000	18,309.38
316 **	LOCAL BUSINESS TAX	14,166	3,026.89	21	70,830	151,690.62	214	170,000	18,309.38
310 ***	TAXES	568,467	289,008.27	51	2,842,335	4,657,494.96	164	6,821,651	2,164,156.04
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	11,416	12,098.57	106	57,080	85,658.67	150	137,000	51,341.33
10 00	TRAINING SURCHARGE	58	.00		290	90.15	31	700	609.85
322 **	BUILDING PERMITS	11,474	12,098.57	105	57,370	85,748.82	150	137,700	51,951.18
323	FRANCHISE FEES								
10 00	ELECTRICITY	64,218	70,050.78	109	321,090	53,715.20	17	770,620	716,904.80
40 00	GAS	1,510	2,181.34	145	7,550	3,153.13	42	18,120	14,966.87
70 00	SOLID WASTE	14,703	15,296.05	104	73,515	75,675.11	103	176,446	100,770.89
323 **	FRANCHISE FEES	80,431	87,528.17	109	402,155	132,543.44	33	965,186	832,642.56
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	174,916	71,840.80	41	874,580	1,656,420.50	189	2,099,000	442,579.50

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	666	7,545.27-	1133	3,330	30,879.83-	927	8,000	38,879.83
12 03	PENALTIES	83	24.47	30	415	238.87	58	1,000	761.13
12 04	TAX CERTIFICATES	12,500	.00		62,500	.00		150,000	150,000.00
12 *	SERVICE	188,165	64,320.00	34	940,825	1,625,779.54	173	2,258,000	632,220.46
325 **	SPECIAL ASSESSMENT	188,165	64,320.00	34	940,825	1,625,779.54	173	2,258,000	632,220.46
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	500	205.89	41	2,500	5,076.53	203	6,000	923.47
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	500	205.89	41	2,500	5,076.53	203	6,000	923.47
320 ***	OTHER PERMITS & FEES	280,570	164,152.63	59	1,402,850	1,849,148.33	132	3,366,886	1,517,737.67
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	33,333	.00		166,665	.00		400,000	400,000.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	33,333	.00		166,665	.00		400,000	400,000.00
20 01	RES OFFCR - CTY CONTRACT	2,608	.00		13,040	10,600.00	81	31,300	20,700.00
20 05	JAG GRANT	1,915	.00		9,575	22,980.00	240	22,980	.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	723	.00		3,615	.00		8,683	8,683.00
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	0	.00		0	.00		0	.00
20 *	PUBLIC SAFETY	5,246	.00		26,230	33,580.00	128	62,963	29,383.00
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	114,828	.00		344,484	.00		1,148,282	1,148,282.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	153,407	.00		537,379	33,580.00	6	1,611,245	1,577,665.00
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,750	.00		18,750	.00		45,000	45,000.00
333 **	PAYMENT IN LIEU OF TAXES	3,750	.00		18,750	.00		45,000	45,000.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	19,416	.00		97,080	8,675.00	9	233,000	224,325.00
50	*	ECONOMIC ENVIRONMENT	19,416	.00		97,080	8,675.00	9	233,000	224,325.00
61	10	BREVARD COUNTY EMS GRANT	1,578	.00		3,156	.00		14,200	14,200.00
90	30	HISTORIC PRESERVATION GRT	23,354	.00		116,770	.00		280,256	280,256.00
334	**	STATE GRANT	44,348	.00		217,006	8,675.00	4	527,456	518,781.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	37,945	.00		189,725	78,294.37	41	455,349	377,054.63
12	20	8TH CNT MUNICIPAL GAS TAX	12,561	.00		62,805	24,332.92	39	150,732	126,399.08
12	*	STATE REVENUE SHARING	50,506	.00		252,530	102,627.29	41	606,081	503,453.71
14	00	MOBILE HOME LICENSES	1,768	630.10	36	8,840	15,923.73	180	21,220	5,296.27
15	00	ALCOHOLIC BEVERAGE	1,764	.00		8,820	139.84	2	21,169	21,029.16
18	00	LOCAL GOVERNMENT 1/2 CENT	77,819	.00		389,095	155,598.11	40	933,828	778,229.89
21	00	FIREFIGHTER SUPPLEMENTAL	0	3,090.00		0	3,090.00		0	3,090.00-
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,876	.00		9,380	13,037.56	139	22,515	9,477.44
335	**	STATE SHARED REVENUES	133,733	3,720.10	3	668,665	290,416.53	43	1,604,813	1,314,396.47
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	335,238	3,720.10	1	1,441,800	332,671.53	23	3,788,514	3,455,842.47
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
10	00	RECORDING FEES	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	447,249	447,250.00	100	2,236,245	2,236,250.00	100	5,366,988	3,130,738.00
31 00	ADMIN FEES STORMWATER	4,759	4,759.00	100	23,795	23,795.00	100	57,111	33,316.00
40 00	CERTIFY/COPY/SEARCH	10,870	377.69	4	54,350	27,948.60	51	130,440	102,491.40
90 12	PASSPORT EXECUTION FEES	552	875.00	159	2,760	3,278.00	119	6,634	3,356.00
341 **	GENERAL GOVERNMENT	463,430	453,261.69	98	2,317,150	2,291,271.60	99	5,561,173	3,269,901.40
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	350.00		0	675.00		0	675.00-
90 01	FALSE ALARM FEES	625	.00		3,125	6,430.00	206	7,510	1,080.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	625	350.00	56	3,125	7,105.00	227	7,510	405.00
342 **	PUBLIC SAFETY	625	350.00	56	3,125	7,105.00	227	7,510	405.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,235	34,976.30	105	166,175	139,156.60	84	398,820	259,663.40
37 11	ROCKLEDGE	20,995	21,174.49	101	104,975	85,347.40	81	251,940	166,592.60
37 12	SUN LAKE	274	290.44	106	1,370	1,142.68	83	3,291	2,148.32
37 13	COLONY PARK	149	146.28	98	745	592.54	80	1,791	1,198.46
37 16	COCOA BEACH	8,670	8,332.21	96	43,350	34,233.54	79	104,040	69,806.46
37 17	CAPE CANAVERAL	7,157	7,064.49	99	35,785	28,417.76	79	85,884	57,466.24
37 18	TITUSVILLE	312	320.12	103	1,560	1,292.14	83	3,745	2,452.86
37 *	WATER BILLING SERVICES	70,792	72,304.33	102	353,960	290,182.66	82	849,511	559,328.34
39 01	SERVICE CHARGES	31,276	55,362.87	177	156,380	172,938.49	111	375,314	202,375.51
39 03	ADMIN CHARGES	33,211	28,830.00	87	166,055	150,501.70	91	398,542	248,040.30
39 04	PENALTIES	71,513	52,447.48	73	357,565	376,781.82	105	858,157	481,375.18
39 05	NSF CHECKS	2,673	3,588.31	134	13,365	16,182.51	121	32,079	15,896.49
39 *	WATER OTHER INCOME	138,673	140,228.66	101	693,365	716,404.52	103	1,664,092	947,687.48
41 10	GARBAGE REVENUES	176,569	175,445.99	99	882,845	868,177.76	98	2,118,834	1,250,656.24
41 20	RECYCLING REVENUE	17,567	17,392.19	99	87,835	85,534.54	97	210,812	125,277.46
41 30	GREEN WASTE	15,023	14,714.82	98	75,115	72,506.23	97	180,283	107,776.77
41 *	GARBAGE COLLECTION	209,159	207,553.00	99	1,045,795	1,026,218.53	98	2,509,929	1,483,710.47
45 10	BILLING FEE - WEST WASTE	7,939	7,980.00	101	39,695	31,882.38	80	95,268	63,385.62
45 20	SALE - RECYCLING MATERIAL	153	.00		765	567.25	74	1,836	1,268.75

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
45	*	GARBAGE - OTHER REVENUE	8,092	7,980.00	99	40,460	32,449.63	80	97,104	64,654.37
46	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90	01	MEDIAN MAINTENANCE	4,361	13,084.00	300	21,805	13,084.00	60	52,336	39,252.00
90	02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90	03	FDOT MNT SIGNAL/HWY LIGHT	8,364	.00		41,820	.00		100,369	100,369.00
90	*	OTHER PHYSICAL ENVIRON	12,725	13,084.00	103	63,625	13,084.00	21	152,705	139,621.00
343	**	PHYSICAL ENVIRONMENT	439,441	441,149.99	100	2,197,205	2,078,339.34	95	5,273,341	3,195,001.66
347		CULTURE/RECREATION								
20	10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20	15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20	*	PARKS & RECREATION	0	.00		0	.00		0	.00
39	00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39	10	PORCHER HOUSE - REVENUES	5,093	4,094.60	80	25,465	29,713.93	117	61,117	31,403.07
39	11	TENANT MAINTENANCE FEES	140	164.98	118	700	548.32	78	1,691	1,142.68
39	20	COCOA CIVIC CENTER	4,287	4,052.69	95	21,435	38,041.40	178	51,455	13,413.60
39	21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39	30	RIVERFRONT PARK	1,690	494.59	29	8,450	8,402.83	99	20,287	11,884.17
39	*	OTHER CULTURAL SERVICES	11,210	8,806.86	79	56,050	76,706.48	137	134,550	57,843.52
40	01	COCOA VILLAGE 10% GROSS	1,680	339.63	20	8,400	15,764.36	188	20,165	4,400.64
40	05	PERMIT FEES	135	50.00	37	675	1,174.41	174	1,625	450.59
40	10	MARDI GRAS	0	.00		0	2,235.00		0	2,235.00-
40	*	SPECIAL EVENTS	1,815	389.63	22	9,075	19,173.77	211	21,790	2,616.23
50	10	EVENT FEES	822	.00		4,110	4,688.87	114	9,873	5,184.13
50	20	CONCESSION SALES	0	.00		0	.00		0	.00
50	30	ADVERTISING/SPONSORSHIPS	318	.00		1,590	1,500.00	94	3,818	2,318.00
50	40	SCHOOL BOARD	0	.00		0	.00		0	.00
50	*	SPECIAL REC FACILITIES	1,140	.00		5,700	6,188.87	109	13,691	7,502.13
347	**	CULTURE/RECREATION	14,165	9,196.49	65	70,825	102,069.12	144	170,031	67,961.88
349		OTHER CHARGES FOR SERVICE								
01	00	CREDIT CARD FEES	18	.00		90	.00		225	225.00
349	**	OTHER CHARGES FOR SERVICE	18	.00		90	.00		225	225.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
340	***	CHARGES FOR SERVICES	917,679	903,958.17	99	4,588,395	4,478,785.06	98	11,012,280	6,533,494.94
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,041	2,187.17	107	10,205	11,516.48	113	24,495	12,978.52
351	**	JUDGMENTS AND FINES	2,041	2,187.17	107	10,205	11,516.48	113	24,495	12,978.52
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,041	2,187.17	107	10,205	11,516.48	113	24,495	12,978.52
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	3,612	.00		18,060	26,795.92	148	43,355	16,559.08
20	00	DIVIDENDS	0	.00		0	553.20		0	553.20-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	15,451.68-		0	15,451.68
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	3,612	.00		18,060	11,897.44	66	43,355	31,457.56
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	9,267	3,333.33	36	46,335	34,602.82	75	111,210	76,607.18
362	**	RENT AND ROYALTIES	9,267	3,333.33	36	46,335	34,602.82	75	111,210	76,607.18
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	14,338.42		0	14,338.42-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
20	00	INTERFUND LOANS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	.00		0	14,338.42		0	14,338.42-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	6,250	6,400.00	102	31,250	37,142.50	119	75,000	37,857.50
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	6,250	6,400.00	102	31,250	37,142.50	119	75,000	37,857.50
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	11,974	.00		59,870	.00		143,695	143,695.00
22 00	FIRE STATE CONTRIBUTION	10,943	.00		54,715	.00		131,316	131,316.00
368 **	PENSION CONTRIBUTIONS	22,917	.00		114,585	.00		275,011	275,011.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	7,598	35,197.20	463	37,990	45,929.79	121	91,182	45,252.21
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	2,376	100.00	4	11,880	16,500.00	139	28,515	12,015.00
90 03	CODE ENF ABATE/DEMO REV	5,173	7,745.00	150	25,865	49,666.47	192	62,084	12,417.53
90 04	MISC. POLICE REVENUES	0	133.27		0	444.49		0	444.49-
90 05	INVESTIGATIVE COSTS REIM	4,435	5,749.94	130	22,175	19,470.06	88	53,230	33,759.94
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	833	1,000.00	120	4,165	3,450.00	83	10,000	6,550.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	3,618	1,800.00	50	18,090	10,500.00	58	43,418	32,918.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,033	51,725.41	215	120,165	145,960.81	122	288,429	142,468.19
96 00	INSURANCE REFUND PROCEEDS	0	4,299.75		0	43,651.60		0	43,651.60-

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	24,033	56,025.16	233	120,165	189,612.41	158	288,429	98,816.59
360	***	MISCELLANEOUS REVENUES	66,079	65,758.49	100	330,395	287,593.59	87	793,005	505,411.41
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	03	CDBG (103)	0	.00		0	.00		0	.00
91	10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91	11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91	12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	15,366	.00		76,830	.00		184,400	184,400.00
91	23	STORMWATER	1,562	.00		7,810	.00		18,750	18,750.00
91	25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91	41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	16,928	.00		84,640	.00		203,150	203,150.00
381	**	INTERFUND TRANSFER	16,928	.00		84,640	.00		203,150	203,150.00
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS WATER REV.	441,666	441,667.00	100	2,208,330	2,208,335.00	100	5,300,000	3,091,665.00
40	01	6% CONTRIBUTION	115,670	115,670.00	100	578,350	578,350.00	100	1,388,042	809,692.00
40	*	CONTRIBUTIONS WATER REV.	557,336	557,337.00	100	2,786,680	2,786,685.00	100	6,688,042	3,901,357.00
382	**	CONTRIBUTIONS ENTERPRISE	557,336	557,337.00	100	2,786,680	2,786,685.00	100	6,688,042	3,901,357.00
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
00	00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
385		PROCEEDS REFUNDING BONDS								
00	00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
389	NON OPERATING SOURCES								
90 00	OTHER NONOPERATING SOURCE	6,846	.00		34,230	.00		82,154	82,154.00
99 10	CASH CARRY FORWARD	9,166	.00		45,830	.00		110,000	110,000.00
99 11	RESTR. CASH CARRY FORWARD	46,009	.00		138,027	.00		460,094	460,094.00
99 50	FUND BAL-APPROP. RESERVES	491,922	.00		2,398,814	.00		5,842,272	5,842,272.00
99 *	BALANCE FORWARD	547,097	.00		2,582,671	.00		6,412,366	6,412,366.00
389 **	NON OPERATING SOURCES	553,943	.00		2,616,901	.00		6,494,520	6,494,520.00
380 ***	OTHER SOURCES(NON-REV)	1,128,207	557,337.00	49	5,488,221	2,786,685.00	51	13,385,712	10,599,027.00
FUND TOTAL	GENERAL FUND	3,298,281	1,986,121.83	60	16,104,201	14,403,894.95	89	39,192,543	24,788,648.05

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2550	2550.00	100	12750	12750.00	100	.00	30600	17850.00	42
11 **	EXECUTIVE SALARIES	2550	2550.00	100	12750	12750.00	100	.00	30600	17850.00	42
12-00	REGULAR SALARIES & WAGES	899588	779609.17	87	4514109	3933176.56	87	.00	10811322	6878145.44	36
12-06	SALARIES/CONTRACTUAL	1364	1275.00	94	5456	7868.75	144	.00	15000	7131.25	53
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	4611	23618.13	512	11769	168778.90	1434	.00	44054	124724.90-	383
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	905563	804502.30	89	4531334	4109824.21	91	.00	10870376	6760551.79	38
13-00	OTHER SALARIES & WAGES	93434	68840.81	74	467170	373029.24	80	.00	1121265	748235.76	33
13 **	OTHER SALARIES & WAGES	93434	68840.81	74	467170	373029.24	80	.00	1121265	748235.76	33
14-00	OVERTIME	31790	13251.52	42	166434	118932.33	72	.00	389035	270102.67	31
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	31790	13251.52	42	166434	118932.33	72	.00	389035	270102.67	31
15-00	SPECIAL PAY	23843	24380.30	102	115960	131087.48	113	.00	282866	151778.52	46
15 **	SPECIAL PAY	23843	24380.30	102	115960	131087.48	113	.00	282866	151778.52	46
20-00	CLOTHING/SHOE ALLOWANCE	1704	72.12	4	8520	4656.84	55	.00	20492	15835.16	23
20 **	CLOTHING/SHOE ALLOWANCE	1704	72.12	4	8520	4656.84	55	.00	20492	15835.16	23
21-00	FICA TAXES	83304	67589.21	81	416520	350260.04	84	.00	999739	649478.96	35
21 **	FICA TAXES	83304	67589.21	81	416520	350260.04	84	.00	999739	649478.96	35
22-00	RETIREMENT CONTRIBUTIONS	45787	39065.21	85	228935	203066.08	89	.00	549536	346469.92	37
22-01	LICENSED POLICE/FIRE	198661	197480.88	99	992059	1314046.16	133	.00	2382701	1068654.84	55
22-02	STATE CONTRIBUTIONS	22917	.00	0	114585	.00	0	.00	275011	275011.00	0
22-03	ICMA - CITY MANAGER	668	572.76	86	3340	2915.83	87	.00	8021	5105.17	36

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	268033	237118.85	89	1338919	1520028.07	114	.00	3215269	1695240.93	47
23-00	LIFE/HEALTH INSURANCE	256995	213800.52	83	1284975	1087006.91	85	15314.50	3084059	1981737.59	36
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	256995	213800.52	83	1284975	1087006.91	85	15314.50	3084059	1981737.59	36
24-00	WORKER'S COMPENSATION	52595	30108.12	57	262975	204339.09	78	.00	631220	426880.91	32
24 **	WORKER'S COMPENSATION	52595	30108.12	57	262975	204339.09	78	.00	631220	426880.91	32
25-00	UNEMPLOYMENT COMPENSATION	1818	.00	0	7272	.00	0	.00	20000	20000.00	0
25 **	UNEMPLOYMENT COMPENSATION	1818	.00	0	7272	.00	0	.00	20000	20000.00	0
27-00	CAFETERIA PLAN	19092	17530.00	92	95460	88182.30	92	.00	229110	140927.70	39
27 **	CAFETERIA PLAN	19092	17530.00	92	95460	88182.30	92	.00	229110	140927.70	39
31-00	PROFESSIONAL SERVICES	46244	3018.10	7	228716	113242.84	50	199990.41	552460	239226.75	57
31-01	LEGAL FEES	36469	27665.76	76	181844	109294.55	60	279335.45	437130	48500.00	89
31-02	MEDICAL SERVICES	2588	.00	0	12940	1110.36	9	27713.04	31067	2243.60	93
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	5465	13125.00	240	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19272	5150.88	27	96360	55083.70	57	79820.30	231264	96360.00	58
31 **	PROFESSIONAL SERVICES	105666	35834.74	34	525325	291856.45	56	586859.20	1265046	386330.35	70
32-00	ACCOUNTING & AUDITING	4014	.00	0	18903	36390.00	193	7110.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4014	.00	0	18903	36390.00	193	7110.00	47000	3500.00	93
34-00	CONTRACT SERVICES	74701	15001.35	20	366005	374202.92	102	423400.13	888993	91389.95	90
34-03	CUSTOMER SERVICE CONTRACT	152617	151335.75	99	763085	599866.43	79	.00	1831411	1231544.57	33
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1250	570.00	46	6250	2850.00	46	8550.00	15000	3600.00	76
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	228568	166907.10	73	1135340	976919.35	86	431950.13	2735404	1326534.52	52

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	15422	.00	0	78778	.00	0	.00	186737	186737.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	13341	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	19869	.00	0	92119	.00	0	.00	186737	186737.00	0
40-00	TRAVEL & PER DIEM	3072	1251.67	41	15360	4131.93	27	.00	36956	32824.07	11
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3072	1251.67	41	15360	4131.93	27	.00	36956	32824.07	11
41-00	COMMUNICATION	11851	4770.37	40	57893	54308.93	94	77344.58	140895	9241.49	93
41 **	COMMUNICATION	11851	4770.37	40	57893	54308.93	94	77344.58	140895	9241.49	93
42-00	POSTAGE & FREIGHT	35282	30168.00	86	176359	160362.12	91	222863.66	423420	40194.22	91
42 **	POSTAGE & FREIGHT	35282	30168.00	86	176359	160362.12	91	222863.66	423420	40194.22	91
43-00	ELECTRIC/WATER/SEWER	53520	44092.25	82	267600	204262.53	76	386607.02	642268	51398.45	92
43 **	ELECTRIC/WATER/SEWER	53520	44092.25	82	267600	204262.53	76	386607.02	642268	51398.45	92
44-00	RENTALS AND LEASES	15126	8573.37	57	72606	52814.39	73	105439.84	178536	20281.77	89
44 **	RENTALS AND LEASES	15126	8573.37	57	72606	52814.39	73	105439.84	178536	20281.77	89
45-00	INSURANCE	31821	.00	0	159105	171264.34	108	.00	381904	210639.66	45
45 **	INSURANCE	31821	.00	0	159105	171264.34	108	.00	381904	210639.66	45
46-00	REPAIRS & MAINTENANCE	32027	4269.88	13	161186	147211.70	91	66913.69	385442	171316.61	56
46-02	REPAIR/MAINT BUILDING	48759	12511.01	26	243795	46372.58	19	40853.70	585116	497889.72	15
46-03	REPAIR/MAINT-VEHICLES	19613	11391.55	58	98065	57314.56	58	1385.00	235413	176713.44	25
46-05	HYDRANT FEES	12083	12045.60	100	60415	60228.00	100	.00	145000	84772.00	42
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	112482	40218.04	36	563461	311126.84	55	109152.39	1350971	930691.77	31
47-00	PRINTING & BINDING	1276	136.50	11	6368	5126.87	81	325.70	15367	9914.43	36
47 **	PRINTING & BINDING	1276	136.50	11	6368	5126.87	81	325.70	15367	9914.43	36
48-00	PROMOTIONAL ACTIVITIES	5574	300.00	5	27870	11559.56	42	.00	66925	55365.44	17
48-11	BUSINESS ASSIST. PROGRAM	1666	.00	0	8330	.00	0	.00	20000	20000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	7240	300.00	4	36200	11559.56	32	.00	86925	75365.44	13
49-00	OTHER CHARGES & OBLIG.	36297	3467.62	10	183303	56853.95	31	45238.93	437435	335342.12	23
49-02	ADVERTISING	25	.00	0	125	230.17	184	.00	300	69.83	77
49-05	BROWNFIELDS REDEV PROG	33333	26165.00	79	166665	34034.47	20	53510.00	400000	312455.53	22
49-06	BROWNFIELD PROG CITY COST	625	.00	0	3125	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	6533.10-	51-	64160	54208.84-	85-	.00	154000	208208.84	35-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	83112	23099.52	28	417378	36909.75	9	98748.93	999235	863576.32	14
52-00	OPERATING SUPPLIES	64160	18770.81	29	327982	286126.75	87	76443.62	777235	414664.63	47
52-02	UNIFORMS	1566	319.94	20	7830	971.42	12	10174.58	18800	7654.00	59
52-05	EMS 1st RESP-CONSUM SUPP	2331	1696.14	73	11655	8486.86	73	1040.34	27981	18453.80	34
52-07	JANITORIAL SUPPLIES	2084	1760.57	85	10420	8252.10	79	.00	25018	16765.90	33
52-10	HEATING FUEL	110	.00	0	550	345.30	63	980.70	1326	.00	100
52-30	FUEL, OIL, & LUBRICANTS	23481	28557.99	122	117405	59135.97	50	.00	281828	222692.03	21
52-33	EMPLOYEE HEALTH CENTER	4672	.00	0	23360	14495.77	62	18208.23	56064	23360.00	58
52 **	OPERATING SUPPLIES	98404	51105.45	52	499202	377814.17	76	106847.47	1188252	703590.36	41
53-00	ROAD MATERIALS/SUPPLIES	8833	.00	0	44165	17016.02	39	5437.14	106000	83546.84	21

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53 **	ROAD MATERIALS/SUPPLIES	8833	.00	0	44165	17016.02	39	5437.14	106000	83546.84	21
54-00	MEMBERSHIP/PUBLICATIONS	3043	395.00	13	15115	18941.82	125	768.00	36510	16800.18	54
54 **	MEMBERSHIP/PUBLICATIONS	3043	395.00	13	15115	18941.82	125	768.00	36510	16800.18	54
55-00	TRAINING	6482	100.00	2	31744	14465.74	46	402.00	77236	62368.26	19
55 **	TRAINING	6482	100.00	2	31744	14465.74	46	402.00	77236	62368.26	19
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	90556	800428.78	884	181112	805428.78	445	.00	815000	9571.22	99
61 **	LAND	90556	800428.78	884	181112	805428.78	445	.00	815000	9571.22	99
62-00	BUILDINGS	22916	16993.84	74	114580	16993.84	15	20862.24	275000	237143.92	14
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	22916	16993.84	74	114580	16993.84	15	20862.24	275000	237143.92	14
63-00	INFRASTRUCTURE	203001	.00	0	904201	516789.58	57	922442.47	2325206	885973.95	62
63 **	INFRASTRUCTURE	203001	.00	0	904201	516789.58	57	922442.47	2325206	885973.95	62
64-00	MACHINERY AND EQUIPMENT	175831	160055.40	91	873856	1174236.87	134	473504.74	2104712	456970.39	78
64-01	JAG GRANT	2290	.00	0	4843	.00	0	20873.99	20874	.01	100
64-15	IT HARDWARE	2099	2165.88	103	18154	2165.88	12	11777.04	32855	18912.08	42
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	180220	162221.28	90	896853	1176402.75	131	506155.77	2158441	475882.48	78
68-10	SOFTWARE	6383	.00	0	31915	46253.14	145	19760.00	76600	10586.86	86
68 **	INTANGIBLE ASSETS	6383	.00	0	31915	46253.14	145	19760.00	76600	10586.86	86

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
73 **	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	53500	.00	0	267500	657272.00	246	.00	642003	15269.00-	102
81 **	AIDS TO GOVT AGENCY	53500	.00	0	267500	657272.00	246	.00	642003	15269.00-	102
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AIDS TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	8966	.00	0	44830	.00	0	7600.00	107600	100000.00	7
83 **	OTHER GRANTS AND AIDS	8966	.00	0	44830	.00	0	7600.00	107600	100000.00	7
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	166666	.00	0	833330	.00	0	.00	2000000	2000000.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91 **	INTERFUND TRANSFER	166666	.00	0	833330	.00	0	.00	2000000	2000000.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3302590	2866339.66	87	16116853	13964507.41	87	3631991.04	39192543	21596044.55	45
GRAND	TOTAL *********										
		3302590	2866339.66	87	16116853	13964507.41	87	3631991.04	39192543	21596044.55	45



FY 2016 Budget by Classification Report - Summary Listing

Through 2/29/2016

Target for February is 42%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,475,632		$ 571,015.00	$ 904,617.00	39%
CHARGES FOR SERVICES	$ 55,252,361		$ 21,491,161.69	$ 33,761,199.31	39%
MISCELLANEOUS	$ 118,715		$ 59,345.11	$ 59,369.89	50%
OTHER SOURCES (NON-REVENUE)	$ 30,726,319		$ 163,106.22	$ 30,563,212.78	1%
REVENUE TOTALS	**$ 87,573,027**	-	**$ 22,284,628.02**	**$ 65,288,398.98**	**25%**
EXPENSE					
SALARIES AND BENEFITS	$ 12,603,126	$ 5,454.80	$ 4,110,824.54	$ 8,486,846.66	33%
OPERATING EXPENDITURES	$ 21,432,824	$ 6,506,525.31	$ 6,320,520.46	$ 8,605,778.23	60%
CAPITAL OUTLAY	$ 37,668,738	$ 19,344,475.87	$ 3,742,791.13	$ 14,581,471.00	61%
GRANTS, AIDS AND OTHER	$ 15,868,339	$ -	$ 3,559,288.00	$ 12,309,051.00	22%
EXPENSE TOTALS	**$ 87,573,027**	**$ 25,856,455.98**	**$ 17,733,424.13**	**$ 43,983,146.89**	50%
REVENUE TOTALS	**$ 87,573,027**	**$ -**	**$ 22,284,628.02**	**$ 65,288,398.98**	**25%**
EXPENSE TOTALS	**$ 87,573,027**	**$ 25,856,455.98**	**$ 17,733,424.13**	**$ 43,983,146.89**	**50%**
	$ -	**$ (25,856,455.98)**	**$ 4,551,203.89**		

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	56,492	71,500.00	127	282,460	383,950.00	136	677,913	293,963.00
03 11	WATER - COMMERCIAL	58,798	4,375.00	7	293,990	158,340.00	54	705,582	547,242.00
03 20	SEWER - RESIDENTIAL	691	4,350.00	630	3,455	26,850.00	777	8,292	18,558.00-
03 21	SEWER - COMMERCIAL	6,987	.00		34,935	1,875.00	5	83,845	81,970.00
03 *	IMPACT FEES	122,968	80,225.00	65	614,840	571,015.00	93	1,475,632	904,617.00
324 **	IMPACT FEES	122,968	80,225.00	65	614,840	571,015.00	93	1,475,632	904,617.00
320 ***	OTHER PERMITS & FEES	122,968	80,225.00	65	614,840	571,015.00	93	1,475,632	904,617.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,906,059	3,360,374.60	86	19,530,295	18,003,626.71	92	46,872,714	28,869,087.29
33 00	WATER CONNECTION FEE	20,000	28,410.00	142	100,000	154,533.17	155	240,000	85,466.83
33 02	WATER CONNECT - GRISSOM	0	.00		0	262.36		0	262.36-
33 *	WATER CONNECTION FEE	20,000	28,410.00	142	100,000	154,795.53	155	240,000	85,204.47
36 00	WATER HYDRANT FEES	211,026	222,037.18	105	1,055,130	1,107,289.96	105	2,532,321	1,425,031.04
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	.00		625	1,600.00	256	1,500	100.00-
39 07	BACKFLOW DEVICE TEST	12,083	13,825.85	114	60,415	67,683.72	112	145,000	77,316.28
39 08	JUMPER METERS	58	150.00	259	290	700.00	241	700	.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	1,000.00	100	5,000	7,000.00	140	12,000	5,000.00
39 10	BACKFLOW PRV/RLCT TEMP	208	155.42	75	1,040	432.52	42	2,500	2,067.48

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,474	15,131.27	112	67,370	77,416.24	115	161,700	84,283.76
51 00	SEWER SALES	428,465	379,521.45	89	2,142,325	2,013,599.55	94	5,141,581	3,127,981.45
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	428,465	379,521.45	89	2,142,325	2,013,599.55	94	5,141,581	3,127,981.45
53 02	SEWER CONNECT - FINANCED	0	228.57		0	1,142.85		0	1,142.85-
53 04	SEWER CONNECT- GRISSOM	0	.00		0	1,500.87		0	1,500.87-
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	228.57		0	2,643.72		0	2,643.72-
59 01	GREASE TRAP PERMITS	516	525.42	102	2,580	2,622.22	102	6,200	3,577.78
60 00	REUSE WATER	23,820	21,601.72	91	119,100	126,153.60	106	285,845	159,691.40
60 01	REUSE WATER INSTALLATION	1,000	256.77	26	5,000	3,014.16	60	12,000	8,985.84
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	24,820	21,858.49	88	124,100	129,167.76	104	297,845	168,677.24
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,604,360	4,028,086.98	88	23,021,800	21,491,161.69	93	55,252,361	33,761,199.31
340 ***	CHARGES FOR SERVICES	4,604,360	4,028,086.98	88	23,021,800	21,491,161.69	93	55,252,361	33,761,199.31
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	4,367	.00		21,835	45,296.60	207	52,415	7,118.40
10 10	SBA	0	.00		0	.12		0	.12-
10 *	INTEREST	4,367	.00		21,835	45,296.72	208	52,415	7,118.28
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	46,390.03-		0	46,390.03
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	4,367	.00		21,835	1,093.31-	5	52,415	53,508.31
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		540	1,300.00	241	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		540	1,300.00	241	1,300	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
362		RENT AND ROYALTIES								
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	1,250	.00		6,250	33,138.50	530	15,000	18,138.50-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	1,250	.00		6,250	33,138.50	530	15,000	18,138.50-
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	833	.00		4,165	2,606.00	63	10,000	7,394.00
365	**	SALES OF SURPLUS SCRAP	833	.00		4,165	2,606.00	63	10,000	7,394.00
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	3,333	9,742.59	292	16,665	23,393.92	140	40,000	16,606.08
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	3,333	9,742.59	292	16,665	23,393.92	140	40,000	16,606.08
96	00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369	**	OTHER MISC REVENUES	3,333	9,742.59	292	16,665	23,393.92	140	40,000	16,606.08
360	***	MISCELLANEOUS REVENUES	9,891	9,742.59	99	49,455	59,345.11	120	118,715	59,369.89
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
45	03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91	23	STORMWATER	0	.00		0	.00		0	.00
91	25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	3,750.00		0	34,925.00		0	34,925.00-
82 00	CONTRIBUTION S MAINLAND	0	3,307.93		0	30,372.14		0	30,372.14-
83 00	CONTRIBUTION VIERA	0	18,954.48		0	97,809.08		0	97,809.08-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	18,954.48		0	97,809.08		0	97,809.08-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,601,086	.00		12,518,704	.00		30,726,319	30,726,319.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,601,086	.00		12,518,704	.00		30,726,319	30,726,319.00
389 **	NON OPERATING SOURCES	2,601,086	26,012.41	1	12,518,704	163,106.22	1	30,726,319	30,563,212.78
380 ***	OTHER SOURCES(NON-REV)	2,601,086	26,012.41	1	12,518,704	163,106.22	1	30,726,319	30,563,212.78
FUND TOTAL	WATER/SEWER ENTERPRISE	7,338,305	4,144,066.98	57	36,204,799	22,284,628.02	62	87,573,027	65,288,398.98

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	628606	452607.08	72	3159062	2325181.07	74	.00	7559347	5234165.93	31
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	4008	16901.15	422	4008	56749.28	1416	.00	32060	24689.28-	177
12 **	REGULAR SALARIES & WAGES	632614	469508.23	74	3163070	2381930.35	75	.00	7591407	5209476.65	31
13-00	OTHER SALARIES & WAGES	19987	19947.20	100	99935	99712.72	100	.00	239873	140160.28	42
13 **	OTHER SALARIES & WAGES	19987	19947.20	100	99935	99712.72	100	.00	239873	140160.28	42
14-00	OVERTIME	23370	36498.49	156	116850	166435.90	142	.00	280471	114035.10	59
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	23370	36498.49	156	116850	166435.90	142	.00	280471	114035.10	59
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1255	55.00	4	6275	1475.00	24	.00	15095	13620.00	10
20 **	CLOTHING/SHOE ALLOWANCE	1255	55.00	4	6275	1475.00	24	.00	15095	13620.00	10
21-00	FICA TAXES	52794	38237.77	72	263970	192786.21	73	.00	633559	440772.79	30
21 **	FICA TAXES	52794	38237.77	72	263970	192786.21	73	.00	633559	440772.79	30
22-00	RETIREMENT CONTRIBUTIONS	103795	76058.70	73	518975	394522.51	76	.00	1245580	851057.49	32
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	103795	76058.70	73	518975	394522.51	76	.00	1245580	851057.49	32
23-00	LIFE/HEALTH INSURANCE	151571	119852.26	79	757855	604005.54	80	.00	1818892	1214886.46	33
23-02	LIFE/HEALTH RETIREES	24188	26664.12	110	120940	98370.44	81	5454.80	290263	186437.76	36
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	175759	146516.38	83	878795	702375.98	80	5454.80	2109155	1401324.22	34
24-00	WORKER'S COMPENSATION	29946	18549.19	62	149730	127435.87	85	.00	359386	231950.13	36

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	29946	18549.19	62	149730	127435.87	85	.00	359386	231950.13	36
25-00	UNEMPLOYMENT COMPENSATION	455	.00	0	1820	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	455	.00	0	1820	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	10300	8500.00	83	51500	44150.00	86	.00	123600	79450.00	36
27 **	CAFETERIA PLAN	10300	8500.00	83	51500	44150.00	86	.00	123600	79450.00	36
31-00	PROFESSIONAL SERVICES	18830	10658.23	57	94150	35347.61	38	63443.47	225982	127190.92	44
31-01	LEGAL EXPENSES	8087	3342.50	41	41889	13960.50	33	35539.50	98500	49000.00	50
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	2500	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	13052	3536.82	27	65260	37822.92	58	54808.08	156631	64000.00	59
31 **	PROFESSIONAL SERVICES	40469	17537.55	43	203799	87131.03	43	153791.05	487113	246190.92	50
32-00	ACCOUNTING & AUDITING	4014	.00	0	18903	36390.00	193	7110.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4014	.00	0	18903	36390.00	193	7110.00	47000	3500.00	93
34-00	CONTRACT SERVICES	97614	5372.16	6	488070	191793.41	39	243909.05	1171413	735710.54	37
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447249	447250.00	100	2236245	2236250.00	100	.00	5366988	3130738.00	42
34 **	CONTRACT SERVICES	544863	452622.16	83	2724315	2428043.41	89	243909.05	6538401	3866448.54	41
39-00	CONTINGENCY	77930	.00	0	448483	.00	0	.00	994008	994008.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	77930	.00	0	448483	.00	0	.00	994008	994008.00	0
40-00	TRAVEL AND PER DIEM	1284	.00	0	6420	1041.28	16	.00	15436	14394.72	7
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1284	.00	0	6420	1041.28	16	.00	15436	14394.72	7
41-00	COMMUNICATION	10928	1173.07	11	54640	38670.76	71	66949.74	131167	25546.50	81
41 **	COMMUNICATION	10928	1173.07	11	54640	38670.76	71	66949.74	131167	25546.50	81
42-00	FREIGHT & POSTAGE SERVICE	3917	11141.15	284	19585	18339.65	94	6632.05	47040	22068.30	53
42 **	FREIGHT & POSTAGE SERVICE	3917	11141.15	284	19585	18339.65	94	6632.05	47040	22068.30	53
43-00	ELECTRIC/WATER/SEWER	179879	121879.72	68	899395	592849.42	66	1550901.42	2158573	14822.16	99
43 **	ELECTRIC/WATER/SEWER	179879	121879.72	68	899395	592849.42	66	1550901.42	2158573	14822.16	99
44-00	RENTAL AND LEASES	3076	141.10	5	15380	7588.88	49	5147.95	36946	24209.17	35
44 **	RENTAL AND LEASES	3076	141.10	5	15380	7588.88	49	5147.95	36946	24209.17	35
45-00	INSURANCE	32705	.00	0	163525	176794.28	108	.00	392493	215698.72	45
45 **	INSURANCE	32705	.00	0	163525	176794.28	108	.00	392493	215698.72	45
46-00	REPAIRS & MAINTENANCE	478476	460073.71	96	2240484	1679697.31	75	1998766.93	5589862	1911397.76	66
46-02	REPAIR/MAINT BUILDING	41522	22.25	0	196906	20576.22	10	277655.81	487569	189336.97	61
46-03	REPAIR/MAINT-VEHICLES	15131	1336.67	9	75655	36874.79	49	.00	181601	144726.21	20
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	535129	461432.63	86	2513045	1737148.32	69	2276422.74	6259032	2245460.94	64
47-00	PRINTING & BINDING	573	.00	0	2865	1671.75	58	30.50	6900	5197.75	25
47 **	PRINTING & BINDING	573	.00	0	2865	1671.75	58	30.50	6900	5197.75	25
48-00	PROMOTIONAL ACTIVITIES	1250	300.00	24	6250	1600.00	26	.00	15000	13400.00	11
48 **	PROMOTIONAL ACTIVITIES	1250	300.00	24	6250	1600.00	26	.00	15000	13400.00	11
49-00	OTHER OBLIGATIONS	2627	27.52	1	13135	9926.91	76	3000.00	31555	18628.09	41
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	10713.86-	74-	72915	47665.95-	65-	.00	175000	222665.95	27-
49-08	CASH OVER & UNDER	25	8.00	32	125	35.97-	29-	.00	300	335.97	12-
49-09	DOCUMENT RECORDING CHGS	250	540.00-	216-	1250	1714.21-	137-	.00	3000	4714.21	57-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER OBLIGATIONS	17485	11218.34-	64-	87425	39489.22-	45-	3000.00	209855	246344.22	17-
52-00	OPERATING SUPPLIES	290561	159542.55	55	1452450	1122306.85	77	2047927.20	3486412	316177.95	91
52-07	JANITORIAL SUPPLIES	852	617.60	73	4260	3873.66	91	.00	10240	6366.34	38
52-30	FUEL OIL & LUBRICANTS	32598	25451.58	78	162990	62778.95	39	97201.00	391219	231239.05	41
52-33	EMPLOYEE HEALTH CENTER	2947	.00	0	14735	9953.39	68	12502.61	35368	12912.00	64
52 **	OPERATING SUPPLIES	326958	185611.73	57	1634435	1198912.85	73	2157630.81	3923239	566695.34	86
53-00	ROAD MATERIALS/SUPPLIES	4582	.00	0	22910	1503.49	7	35000.00	55000	18496.51	66
53 **	ROAD MATERIALS/SUPPLIES	4582	.00	0	22910	1503.49	7	35000.00	55000	18496.51	66
54-00	MEMBERSHIP/PUBLICATIONS	3087	.00	0	15435	28295.56	183	.00	37052	8756.44	76
54 **	MEMBERSHIP/PUBLICATIONS	3087	.00	0	15435	28295.56	183	.00	37052	8756.44	76
55-00	TRAINING	6544	.00	0	32720	4029.00	12	.00	78569	74540.00	5
55 **	TRAINING	6544	.00	0	32720	4029.00	12	.00	78569	74540.00	5
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	3333	.00	0	16665	.00	0	.00	40000	40000.00	0
62 **	BUILDINGS	3333	.00	0	16665	.00	0	.00	40000	40000.00	0
63-00	INFRASTRUCTURE	2879020	748486.32	26	14076656	3223589.02	23	18349573.70	34229826	12656663.28	63
63 **	INFRASTRUCTURE	2879020	748486.32	26	14076656	3223589.02	23	18349573.70	34229826	12656663.28	63
64-00	MACHINERY & EQUIPMENT	271882	178445.94	66	1301531	511646.17	39	994902.17	3204756	1698207.66	47
64-15	IT HARDWARE	11379	450.00	4	56783	7555.94	13	.00	136456	128900.06	6
64 **	MACHINERY & EQUIPMENT	283261	178895.94	63	1358314	519202.11	38	994902.17	3341212	1827107.72	45

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SOFTWARE	5307	.00	0	20535	.00	0	.00	57700	57700.00	0
68 **	INTANGIBLE ASSETS	5307	.00	0	20535	.00	0	.00	57700	57700.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AIDS TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	457033	441667.00	97	2285165	2208335.00	97	.00	5484400	3276065.00	40
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749658	.00	0	3748290	772603.00	21	.00	8995897	8223294.00	9
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1206691	441667.00	37	6033455	2980938.00	49	.00	14480297	11499359.00	21
95-01	6% ILO FRANCHISE FEE	115670	115670.00	100	578350	578350.00	100	.00	1388042	809692.00	42
95 **	NONOPERATING	115670	115670.00	100	578350	578350.00	100	.00	1388042	809692.00	42
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7338230	3539210.99	48	36204425	17733424.13	49	25856455.98	87573027	43983146.89	50
GRAND	TOTAL *********	7338230	3539210.99	48	36204425	17733424.13	49	25856455.98	87573027	43983146.89	50

FY 2016 Budget by Classification Report - Summary Listing

Through 2/29/2016

Target for February is 42%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,367,995		$ 599,796.22	$ 768,198.78	44%
MISCELLANEOUS	$ 2,000		$ 552.56	$ 1,447.44	28%
OTHER SOURCES (NON-REVENUE)	$ 1,427,440		$ -	$ 1,427,440.00	0%
REVENUE TOTALS	**$ 2,797,435**	**-**	**$ 600,348.78**	**$ 2,197,086.22**	**21%**
EXPENSE					
SALARIES AND BENEFITS	$ 560,256	$ -	$ 181,392.53	$ 378,863.47	32%
OPERATING EXPENDITURES	$ 471,179	$ 115,491.34	$ 58,362.72	$ 297,324.94	37%
CAPITAL OUTLAY	$ 1,747,250	$ 162,821.04	$ 203,148.00	$ 1,381,280.96	21%
OTHER SOURCES (NON-REVENUE)	$ 18,750	$ -	$ -	$ 18,750.00	0%
EXPENSE TOTALS	**$ 2,797,435**	**$ 278,312.38**	**$ 442,903.25**	**$ 2,076,219.37**	**26%**
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 600,348.78**	**$ 2,197,086.22**	**21%**
EXPENSE TOTALS	**$ 2,797,435**	**$ 278,312.38**	**$ 442,903.25**	**$ 2,076,219.37**	**26%**
	$ -	**$ (278,312.38)**	**$ 157,445.53**		

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	4,166	.00		20,830	.00		50,000	50,000.00
337 **	GRANTS FROM LOCAL UNITS	4,166	.00		20,830	.00		50,000	50,000.00
330 ***	INTERGOVERNMENTAL REVENUE	4,166	.00		20,830	.00		50,000	50,000.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	109,832	113,099.39	103	549,160	599,796.22	109	1,317,995	718,198.78
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	109,832	113,099.39	103	549,160	599,796.22	109	1,317,995	718,198.78
343 **	PHYSICAL ENVIRONMENT	109,832	113,099.39	103	549,160	599,796.22	109	1,317,995	718,198.78
340 ***	CHARGES FOR SERVICES	109,832	113,099.39	103	549,160	599,796.22	109	1,317,995	718,198.78
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	.00		830	978.13	118	2,000	1,021.87
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	.00		830	978.13	118	2,000	1,021.87
20 00	DIVIDENDS	0	.00		0	4.33		0	4.33-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	429.90-		0	429.90
361 **	INTEREST AND OTHR EARNING	166	.00		830	552.56	67	2,000	1,447.44
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	166	.00		830	552.56	67	2,000	1,447.44
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
90	00	OTHER NONOPERATING SOURCE	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	118,953	.00		594,765	.00		1,427,440	1,427,440.00
99	*	BALANCE FORWARD	118,953	.00		594,765	.00		1,427,440	1,427,440.00
389	**	NON OPERATING SOURCES	118,953	.00		594,765	.00		1,427,440	1,427,440.00
380	***	OTHER SOURCES(NON-REV)	118,953	.00		594,765	.00		1,427,440	1,427,440.00
FUND TOTAL		STORMWATER UTILITY	233,117	113,099.39	49	1,165,585	600,348.78	52	2,797,435	2,197,086.22

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	23697	21089.59	89	119025	104987.12	88	.00	284902	179914.88	37
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	135	.00	0	135	1081.74	801	.00	1082	.26	100
12 **	REGULAR SALARIES & WAGES	23832	21089.59	89	119160	106068.86	89	.00	285984	179915.14	37
13-00	OTHER SALARIES & WAGES	8050	2860.64	36	40250	12797.61	32	.00	96609	83811.39	13
13 **	OTHER SALARIES & WAGES	8050	2860.64	36	40250	12797.61	32	.00	96609	83811.39	13
14-00	OVERTIME	41	119.89	292	205	240.50	117	.00	500	259.50	48
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	41	119.89	292	205	240.50	117	.00	500	259.50	48
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	41	.00	0	205	55.00	27	.00	495	440.00	11
20 **	CLOTHING/SHOE ALLOWANCE	41	.00	0	205	55.00	27	.00	495	440.00	11
21-00	FICA TAXES	2494	1698.88	68	12470	8507.51	68	.00	29939	21431.49	28
21 **	FICA TAXES	2494	1698.88	68	12470	8507.51	68	.00	29939	21431.49	28
22-00	RETIREMENT CONTRIBUTIONS	2882	2088.91	73	14410	10383.32	72	.00	34584	24200.68	30
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2882	2088.91	73	14410	10383.32	72	.00	34584	24200.68	30
23-00	LIFE/HEALTH INSURANCE	5590	6207.42	111	27950	26861.85	96	.00	67089	40227.15	40
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	5590	6207.42	111	27950	26861.85	96	.00	67089	40227.15	40
24-00	WORKER'S COMPENSATION	3074	2107.28	69	15370	14077.88	92	.00	36896	22818.12	38
24 **	WORKER'S COMPENSATION	3074	2107.28	69	15370	14077.88	92	.00	36896	22818.12	38

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	680	480.00	71	3400	2400.00	71	.00	8160	5760.00	29
27 **	CAFETERIA PLAN	680	480.00	71	3400	2400.00	71	.00	8160	5760.00	29
31-00	PROFESSIONAL SERVICES	11208	.00	0	56040	5731.00	10	90000.00	134500	38769.00	71
31-01	LEGAL EXPENSES	83	.00	0	415	.00	0	.00	1000	1000.00	0
31-33	EMPLOYEE HEALTH CENTER	488	132.30	27	2440	1414.78	58	2050.22	5859	2394.00	59
31 **	PROFESSIONAL SERVICES	11779	132.30	1	58895	7145.78	12	92050.22	141359	42163.00	70
34-00	CONTRACT SERVICES	416	.00	0	2080	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	4759	4759.00	100	23795	23795.00	100	.00	57111	33316.00	42
34 **	CONTRACT SERVICES	5175	4759.00	92	25875	23795.00	92	.00	62111	38316.00	38
39-00	CONTINGENCY	8291	.00	0	41455	.00	0	.00	99500	99500.00	0
39 **	CONTINGENCY	8291	.00	0	41455	.00	0	.00	99500	99500.00	0
40-00	TRAVEL & PER DIEM	183	.00	0	915	375.00	41	.00	2200	1825.00	17
40 **	TRAVEL & PER DIEM	183	.00	0	915	375.00	41	.00	2200	1825.00	17
41-00	COMMUNICATION	180	.00	0	900	300.64	33	1199.36	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	900	300.64	33	1199.36	2160	660.00	69
42-00	POSTAGE & FREIGHT	125	.00	0	625	198.49	32	120.00	1500	1181.51	21
42 **	POSTAGE & FREIGHT	125	.00	0	625	198.49	32	120.00	1500	1181.51	21
43-00	ELECTRIC/WATER/SEWER	1500	894.27	60	7500	3996.88	53	11768.19	18000	2234.93	88
43 **	ELECTRIC/WATER/SEWER	1500	894.27	60	7500	3996.88	53	11768.19	18000	2234.93	88
44-00	RENTALS AND LEASES	526	75.55	14	2630	453.30	17	453.30	6310	5403.40	14
44 **	RENTALS AND LEASES	526	75.55	14	2630	453.30	17	453.30	6310	5403.40	14
45-00	INSURANCE	599	.00	0	2995	3409.04	114	.00	7191	3781.96	47
45 **	INSURANCE	599	.00	0	2995	3409.04	114	.00	7191	3781.96	47

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3666	64.12	2	18330	5744.41	31	7830.43	44000	30425.16	31
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2011	50.00	3	10055	5674.08	56	.00	24135	18460.92	24
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	5677	114.12	2	28385	11418.49	40	7830.43	68135	48886.08	28
47-00	PRINTING & BINDING	0	.00	0	0	.00	0	.00	0	.00	0
47 **	PRINTING & BINDING	0	.00	0	0	.00	0	.00	0	.00	0
49-00	OTHER CHARGES & OBLIG.	597	.00	0	2985	125.63	4	.00	7175	7049.37	2
49-07	BAD DEBT EXPENSE	833	373.80-	45-	4165	1631.09-	39-	.00	10000	11631.09	16-
49 **	OTHER CHARGES & OBLIG.	1430	373.80-	26-	7150	1505.46-	21-	.00	17175	18680.46	9-
52-00	OPERATING SUPPLIES	1195	48.60	4	5975	2398.02	40	1602.17	14350	10349.81	28
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2172	1903.69	88	10860	4708.17	43	.00	26065	21356.83	18
52-33	EMPLOYEE HEALTH CENTER	110	.00	0	550	372.33	68	467.67	1323	483.00	64
52 **	OPERATING SUPPLIES	3477	1952.29	56	17385	7478.52	43	2069.84	41738	32189.64	23
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	66	.00	0	330	522.59	158	.00	800	277.41	65
54 **	MEMBERSHIP/PUBLICATIONS	66	.00	0	330	522.59	158	.00	800	277.41	65
55-00	TRAINING	250	.00	0	1250	774.45	62	.00	3000	2225.55	26
55 **	TRAINING	250	.00	0	1250	774.45	62	.00	3000	2225.55	26
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	2500	20000.00	800	2500	20000.00	800	.00	20000	.00	100
61 **	LAND	2500	20000.00	800	2500	20000.00	800	.00	20000	.00	100

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	127283	.00	0	646415	.00	0	162821.04	1537400	1374578.96	11
63 **	INFRASTRUCTURE	127283	.00	0	646415	.00	0	162821.04	1537400	1374578.96	11
64-00	MACHINERY & EQUIPMENT	15820	.00	0	79100	183148.00	232	.00	189850	6702.00	97
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	15820	.00	0	79100	183148.00	232	.00	189850	6702.00	97
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	1562	.00	0	7810	.00	0	.00	18750	18750.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1562	.00	0	7810	.00	0	.00	18750	18750.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	233107	64206.34	28	1165535	442903.25	38	278312.38	2797435	2076219.37	26
GRAND	TOTAL *********	233107	64206.34	28	1165535	442903.25	38	278312.38	2797435	2076219.37	26

Legislation Details (With Text)

File #:	16-93	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/9/2016			**In control:**	City Council
On agenda:	3/22/2016			**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 Feb 16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 9, 2016
Agenda Date: March 22, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, 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 29, 2016. 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.

Change Orders - CM authorized to execute

applied to contingency

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	2/29/2016 FY15 Cum.	2/29/2016 FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
Info													
SW16RD	Riverfront Park Sod												
Op. Rev.		170,962.05	2/9/2016	2016-12									
Project Manager:		8,141.01	contingency authorized 5%										
account #	423-3570-538-63-00	162,821.04	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	All Terrain Tractor Service Inc. PO # 67756		FY16 PO Issue	FY 2016	29759	162,821.04	162,821.04	n/a	162,821.04	$ 74,117.34	n/a		
	Bid No.												
		8,141	^contingency balance-->				v						
CP16F2	Fire Station #1 Design												
Op. Rev.		108,490.20	1/12/2016	2016-15									
Project Manager:		5,166.20	contingency authorized 5%										
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Architects Design Group PO#67486		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00	n/a	103,324.00	$ 3,021.70	n/a		
	Bid No. RFQ-11-12-COC												
		5,166	^contingency balance-->				v						
* Fire Stations 1 and 2 were switched after Council													
WS0904	Lining of Sanitary Sewer Mains												
Op. Rev.		325,756.87	12/8/2015	2015-083									
Project Manager:		20,000.00	contingency authorized										
account #	421-4125-536-63-00	305,756.87	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Insituform Technologies PO 67722		FY16 PO Issue	FY2016	29413	305,756.87	305,756.87	n/a	305,756.87	$ -	n/a		
	Contract No. 0113-1010 City of Daytona Beach												
		20,000	^contingency balance-->				v						
WS1201	Relocate/Replace 12" and Smaller AC WM Cocoa Beach Minuteman Cswy Streetscape												
Op. Rev.		659,839.00	12/8/2015	2015-085									
Project Manager:		59,985.00	contingency authorized										
account #	421-4055-536-63-00	599,854.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Certified General Contractors PO 67555		FY16 PO Issue	FY2016	29456	599,854.00	599,854.00	n/a	599,854.00	$ 58,688.49	n/a		
	Bid No. Sole Source												
			Project number changing WS16MC										
		59,985	^contingency balance-->				v						
WS1402	Surface Water Plant Clearwell Addition and Reject Pond Rehab - Engineering Services												
Op. Rev.		9,425,900.00	12/8/2015	2015-091									
Project Manager:		856,900.00	contingency authorized										
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	CH2M Hill PO#67522		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00	n/a	$ 8,569,000.00	$ -	n/a		
	Bid No.RFQ-08-27-COC												
	Not in contingency.												
	PETTICOTT-SCHMITT #67619	**856,900**	^contingency balance-->				v						
	Bid No. B-15-23-COC												
CP16F1	Fire Station Headquarters/Admin Building												
Op. Rev.		152,899.95	2/23/2016	2016-14									
Project Manager:		7,280.95	contingency authorized 5%										
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Architects Design Group PO#67682		FY16 PO Issue	FY2016	29610	145,619.00	145,619.00	n/a	145,619.00	$ 9,657.00	n/a		
	Bid No. RFQ-11-12-COC												
* Fire Stations 1 and 2 were switched after Council		**7,281**	^contingency balance-->				v						
CP16F3	Fire Station #2 Design												
Op. Rev.		161,916.30	12/8/2015	2016-16									
Project Manager:		7,710.30	contingency authorized 5%										
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
	Architects Design Group PO#67485		FY16 PO Issue	FY2016	29395	154,206.00		154,206.00	-	154,206.00	$ 6,298.90	n/a		
	Bid No. RFQ-11-12-COC													
		7,710 ^contingency balance-->						v						
WS1201	Pipeline Condition Assessment to Subaqueous PCCP along S.R.520 and Subaqueous DIP along S.R. 401													
Op. Rev.		157,008.00	11/10/2015	2015-075										
Project Manager:		50,000.00	contingency authorized not to exceed $50,000			63-00								
account # 421-4055-536.63-00		107,008.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum				
	Logan Diving & Salvage PO # 67251		FY16 PO Issue	FY2016	29144	107,008.00		107,008.00	n/a	$ 107,008.00	$ 47,159.09	n/a	n/a	n/a
	Bid No. RFQ-14-19-COC													
	a/k/a Anderson Diving													
		50,000 ^contingency balance-->						v						
WS1176	Elevated Storage Tank Structural Repairs Project													
Op. Rev.		753,233.00	9/22/15 VIII.3 AND 12/08/15 VIII.3	2015-089										
Project Manager:		68,476.00	contingency authorized	2015-066		46-00								
account # 421-4020-536.46-00		684,757.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum				
	C&D Construction, Inc. PO # 66632		FY15 PO Issue	FY 2015	28386	600,000.00		600,000.00	600,000.00		$ 349,962.06	$ -	n/a	n/a
	Bid No. B-15-21-COC		*FY15 Year-End PO Liquidation*			(600,000.00)		-	-					
			12/08/15 Council approved additional funds to complete project					-						
	FY 16 PO 67462		*FY2016 PO*	FY2016	29384	684,757.00		684,757.00	$ -	$ 684,757.00				
		68,476 ^contingency balance-->						v						
WS0803	Indian River Drive Watermain Improvements													
Op. Rev.		2,306,700.00	7/14/2015 VIII 1.	2015-033										
Project Manager: Andrew Dugan		209,700.00	10% contingency authorized			63-00								
account # 421-4055-536-63-00		2,097,000.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum				
	Maxwell Contracting, Inc. PO #66354		FY15 PO Issue	FY 2015	27968	2,097,000.00		2,097,000.00	2,097,000.00		$ 661,210.48	$ 499,792.45	n/a	n/a
	Bid No. B-15-04-COC		*FY15 Year-End PO Liquidation*			(1,597,207.55)		499,792.45	499,792.45					
			FY16 PO Issue	FY2016	**28763**	1,597,207.55		2,097,000.00	499,792.45	1,597,207.55				
	FY 2016 PO 67040		*CO#1 additional costs for unseen work*		29595	19,799.23		2,116,799.23	499,792.45	1,617,006.78				
					29656	49,371.00		2,166,170.23	499,792.45	1,666,377.78				
		140,530 ^contingency balance-->						v						
PW08PT and WS1509	Peachtree Street Improvements Phase II													
Lap Agree. 1,387,500		2,741,212.92	3/24/2015 V .8.	2015-018		3510-541-63-00	4055-536-63-00							
Project Manager: Charlene Neuterman		130,533.95	5% contingency authorized of construction & SDC											
1-account # 001-3510-541-63-00		2,610,678.97	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum				
2-account # 421-4055-536-63-00														
Restr Reserves $340,920 W/S $956,198														
FY 2015	DP Development of the Treasure Coast PO#65960 for acct 1, & PO#65962 for acct 2		65960 FY15 PO Issue	FY 2015	27406	1,553,694.27		1,553,694.27	1,553,694.27		$ 966,752.46	$ 467,457.38	n/a	n/a
	Myra Planning & Design PO#65818 for acct 1, & PO#65947		65962 FY15 PO Issue	FY 2015	27428		812,436.70	2,366,130.97	2,366,130.97					
			65818 FY15 PO Issue	FY 2015	27271	167,479.59		2,533,610.56	2,533,610.56					
FY2016	**Acct 1 PO# 67188 and PO 67499**		65790 FY15 PO Issue	FY 2015	27415		77,035.54	2,610,646.10	2,610,646.10					
	Acct 2 PO# 067400 & 67399		*PO 65947 FY15 Year-End PO Liquidation*	FY 2015			(45,285.65)	2,565,360.45	2,565,360.45			31,749.89		
			PO 65818 FY15 Year-End PO Liquidation	FY 2015		(121,541.98)		2,443,818.47	2,443,818.47			45,937.61		
			PO 65960 FY15 Year-End PO Liquidation	FY 2015		(1,314,475.89)		1,129,342.58	1,129,342.58			239,218.38		
	Bid No. B-15-12-COC		*PO 65962 FY15 Year-End PO Liquidation*	FY 2015			(661,885.20)	467,457.38	467,457.38			150,551.50		
			67188 FY16 PO Issue	FY 2016	29046	1,314,475.89		1,781,933.27	467,457.38	1,314,475.89	527,200.84			
			67499 FY16 PO Issue	FY 2016	29264	121,541.98		1,903,475.25	467,457.38	1,436,017.87	12,704.56			
			67400 FY16 PO Issue	FY 2016	29302		661,885.20	2,565,360.45	467,457.38	2,097,903.07	407,096.26			
			67399 FY16 PO Issue	FY 2016	29298		45,285.65	2,610,646.10	467,457.38	2,143,188.72	19,750.80			
		130,534 ^contingency balance-->						v						
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements													
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00								
Project Manager: Anna Hoang, Engineering		110,347.00	10% contingency authorized of $1,103,473											
account # 421-4055-536-63-00		1,103,473.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum				

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
	Brandes Design-Build, Inc. PO # 065796		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00	1,103,473.00		$ 265,589.36	$ 220,050.00	n/a	n/a
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00	220,050.00					
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00	220,050.00	883,423.00				
	FY 2016 P.O. 67359				29146	7,268.19	1,110,741.19	220,050.00	890,691.19				
		103,079	^contingency balance-->										
WS1001	Industrial Park Pump Station												
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138									
Project Manager: Anna Hoang		444,500.00	10% contingency authorized			63-00							
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Brandes Design-Build. PO #65207		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00	4,445,000.00		$ 326,407.50	$ 2,959,457.53	n/a	n/a
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41	4,486,985.41					
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91	4,501,559.91					
			PO 65207 FY15 Year-End PO Liquidation			(1,542,102.38)	2,959,457.53	2,959,457.53					
			FY16 PO Issue	FY2016	29192	1,542,102.38	4,555,246.29	2,959,457.53	1,595,788.76				
	FY 2016 P.O. 67318				29647	53,686.38							
		334,254	^contingency balance-->				v						
WS0501	Well 17 Pipeline Improvements												
Op. Rev.		757,781.31	9/9/14 VIII.3	2014-102									
Project Manager: Andrew Dugan		68,889.21	10% contingency authorized			63-00							
account #421-4055-536.63-00		688,892.10	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Atlantic Development of Cocoa. PO# 64326		FY14 PO Issue	FY 2014	25488	688,892.10	688,892.10			$ -	$ 590,107.65	$ -	n/a
	Task Order 2014-09		*FY14 Year-End PO Liquidation*			(688,892.10)	-						
	Atlantic Development of Cocoa. PO# 64713		FY15 PO Issue	FY 2015	25843	688,892.10	688,892.10	688,892.10					
	Task Order 2014-09		*CO #1 to Repair 4" Blowoff*	FY2015	27259	8,351.11	697,243.21	697,243.21					
			FY15 Year End PO Liquidation			(107,135.56)	590,107.65	590,107.65					
	FY2016 P.O. PENDING		*PENDING FY16 PO Issue*	FY2016	PENDING	107,135.56	697,243.21	590,107.65	107,135.56				
		60,538	^contingency balance-->				v	v					
WS1216	Dyal Plant Flocculation/Sedimentation Basin Drain System Modifications												
Op. Rev.		320,086.00	9/9/14 VIII.2 and 10/13/15 VIII.6.	2015-071									
Project Manager: Anna Hoang		21,086.00	9.2% contingency authorized	2014-101		63-00							
account # 421-4055-536.63-00		70,000.00	additional contigency authorized	Note: typo on Agenda stating total contingency is $91,083, however resolution states contingency is $91,086									
		229,000.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Villages Construction, Inc. PO# 64327 CANCELED		FY14 PO Issue	FY 2014	25489	229,000.00	229,000.00			$ 77,129.25	$ 131,648.91	$ -	n/a
	Bid No. B-14-16-COC		*FY14 Year-End PO Liquidation*			(229,000.00)	-						
	Villages Construction, Inc. FY2015 PO#64587		FY 15 PO Issue	FY 2015	25834	229,000.00	229,000.00	229,000.00					
			CO #1 electrical exploratory work		28333	4,613.16	233,613.16	233,613.16					
			FY15 Year End PO Liquidation			(101,964.25)	131,648.91	131,648.91					
	Villages Construction FY 2016 PO 67398		PO 67398 FY16 PO Issue	FY2016	29288	37,009.89	168,658.80	131,648.91	37,009.89				
			True up PO67398 balance from FY2015		29387	64,954.36	233,613.16	131,648.91	101,964.25				
					29402	463.08	234,076.24	131,648.91	102,427.33	$ 51,579.00			
	FY 2016 CH2M Hill P.O. 67330 $18,419.11 not from "contingency"?												
	FY 2016 Brandes Design-Build Inc. PO#67064 ($26,895) (from authorized contigency)		*FY 2016 Furnish and install conduit and associated electrical work*	FY2016	28903	26,895.00	26,895.00	-	26,895.00	$ 25,550.25			
		59,115	^contingency balance-->				v	v					
WS1117	SCADA Support Hardware Integration Services												
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090									
Project Manager:		231,664.40	10% contingency authorized			63-00 64-00							
account #421-4055-536.63-00		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5										
		2,316,644.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301	2,316,644.00	2,316,644.00			$ 647,811.63	$ 1,544,805.10	$ -	n/a
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*			(2,316,644.00)	-						
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194	2,316,644.00	2,316,644.00	2,316,644.00					
					26634	(2,316,644.00)		-					
			CO#1-account number change only 421-4055-536.63-00		26634	2,253,869.00 62,775.00	2,316,644.00	2,316,644.00					
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00	2,914,274.00	2,914,274.00					
			CO#3-to correct CO#2 Internal use only to put into right account		n/a		2,914,274.00	2,914,274.00					
			FY15 Year-End PO Liquidation			(1,369,468.90) -	1,544,805.10	1,544,805.10					
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		FY16 PO Issue	FY2016	29089	1,369,468.90 -	2,914,274.00	1,544,805.10	1,369,468.90				

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
	Same project, different task orders, not from "contingency"												
	CH2M Hill Engineers, Inc. PO# 67260												
	CH2M Hill Engineers, Inc. PO# 67261												
	CH2M Hill Engineers, Inc. PO# 67263												
	CH2M Hill Engineers, Inc. PO# 67264												
WS1426	Dyal Water Treatment Plant Switchgear & Generator Closed Loop Transition Upgrade												
Op. Rev.		645,947.00	7/8/14 V.3	2014-064									
		120,100.00	3/10/15, V.2	no Resolution: project amendment									
Project Manager: Joe DeGiovine		47,804.00	10% contingency authorized			63-00							
account #421-4055-536.63-00		478,043.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	IEM Power Systems LLC PO# 64076		FY14 PO Issue	FY 2014	25120	478,043.00	478,043.00			$ 18,000.00	$ 246,351.60	$ -	n/a
	Bid No. B-14-12-COC		*FY14 Year-End PO Liquidation*			(478,043.00)	-						
	IEM Power Systems LLC PO#65274		FY15 PO Issue	FY 2015	26591	478,043.00	478,043.00	478,043.00					
	Bid No. B-14-12-COC		*CO #1 add funds by Council Approval 3/10/15, V2*		27169	110,600.00	588,643.00	588,643.00					
			FY15 Year End PO Liquidation			(342,291.40)	246,351.60	246,351.60					
	IEM Power Systems LLC FY2016 PO#67525		FY16 PO Issue	FY2016	29418	342,291.40	588,643.00	246,351.60	342,291.40				
		47,804	^contingency balance-->				v	v					
WS1113	Liquid Oxygen Conversion												
2010 Bond & Op.Rev.		2,377,268.96	7/8/14 Item V.6	2014-072									
Project Manager: A. Dugan		194,910.00	contingency authorized			63-00							
account #421 4055 536 63-00		2,182,358.96	constr' exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
				FY2013		-	-						
	Brandes Design-Build, Inc. PO# 62619		FY14 PO Issue	FY2014	23342	1,949,100.00	1,949,100.00			$ -	$ 1,129,827.22	$ 1,061,100.00	n/a
	Bid No. B-13-12-COC		CO #1 Work on dielectric system		24985	233,258.96	2,182,358.96						
			FY14 Year-End PO Liquidation			(1,121,258.96)	1,061,100.00						
	Brandes Design-Build, Inc. PO# 64854		FY15 PO Issue	FY2015	26152	1,121,258.96	2,182,358.96	1,121,258.96					
	Bid No. B-13-12-COC		CO #2 Add'l Programming		26445	19,072.05	2,201,431.01	1,140,331.01					
			CO #3 Contract extended 63 days		26982	53,673.83	2,255,104.84	1,194,004.84					
	Brandes Design-Build, Inc. FY2016 PO# 67458		CO#4 cut free two ozone generator discharge pipes		28197	8,986.45	2,264,091.29	1,202,991.29					
			FY15 Year End PO Liquidation			(73,164.07)	2,190,927.22	1,129,827.22					
			FY16 PO Issue	FY2016	29378	73,164.07	2,264,091.29	1,129,827.22	73,164.07				
		113,178	^contingency balance-->				v	v					
WS1222	BNR Process Improvements												
DER restricted + Op.Rev		2,970,900.00	08/13/13 VIII.7	2013-083									
account #421 4120 536 63-00 + 64-00		191,900.00	contingency authorized										
		2,779,000.00	constr' exp authorized before contingency										
	Brandes Design-Build, Inc. PO# 62086												
	Bid No. B-13-11-COC	86,000	7/28/15 VIII. 3.	2015-037									
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order			63-00	64-00						
	Brandes Design-Build, Inc. PO# 62605	76,000	Emergency Task Order authorized ($76k before task order contingency)										
	Bid No. B-13-11-COC												
							Cumulative	FY15 cum	FY16 cum				
	Brandes Design-Build, Inc. PO# 64940			FY2012		-	-	-					
	Bid No. B-13-11-COC			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00			$ -	$ 675,526.65	$ 2,023,431.73	$ 50,000.00
[9[			*FY13 Year-End PO Liquidation*			(1,200,550.00)	(1,528,450.00)	50,000.00					
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00					
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29					
			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73					
								2,073,431.73					
			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29	728,344.56				
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29	739,384.56				
			CO #3 Cable Tray		27079	5,978.14		2,818,794.43	745,362.70				
			CO #4 to Remove Sludge		27209	10,000.00		2,828,794.43	755,362.70				
			FY15 Year End PO Liquidation			(79,836.05)		2,748,958.38	675,526.65				
			FY16 PO Issue	FY2016	29212	79,836.05		2,828,794.43	675,526.65	79,836.05			
					29329	(5,000.00)		2,823,794.43	675,526.65	74,836.05			
					29212	4,151.50		2,827,945.93	675,526.65	78,987.55			
					29905	5,327.32		2,833,273.25	675,526.65	84,314.87			
	Maxwell Contracting, Inc. PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00	76,000.00	-	n/a	$ 76,000.00	n/a	
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete							
		137,627	^contingency balance--> for Brandes Design-Build										

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
		10,000	^contingency balance--> for Maxwell Contracting										
WS0711	Wewahootee Pump Station Improvements												
2010 Bond + Op. Rev.		3,448,060.00	05/28/13 VIII.9	2013-055									
Project Manager: A. Dugan		313,460.00	contingency authorized			63-00							
account #421 4055 536 63 00		3,134,600.00	constr' exp authorized before contingency										
		235,872.00	change order authorized										
		3,683,932.00	****11/25/14 VIII.6**	2014-135									
							Cumulative	FY15 cum	FY16 cum				
				FY2012		-	-						
	Brandes Design-Build, Inc. PO# 61731			FY2013	22211	3,134,600.00	3,134,600.00			$ -	$ 323,670.39	$ 2,272,916.22	$ 980,613.00
	Bid No. B-13-09-COC		*to correct PO, deduct alt. #5*		22348	(25,000.00)	3,109,600.00						
			CO#2 services and fittings to 24" and 36" line stops		22674	50,360.00	3,159,960.00						
			FY13 Year-End PO Liquidation			(2,179,347.00)	980,613.00						
	Brandes Design-Build, Inc. PO# 62720		*FY14 PO Reissue*	FY2014	23395	2,179,347.00	3,159,960.00						
	Bid No. B-13-09-COC		CO #1 for delays caused by thrust block on existing pipe		23652	16,805.61	3,176,765.61						
			CO #2 - New roof & new butterfly valves		23912	56,800.00	3,233,565.61						
			CO #3 install thrust block, butterfly valve, replace windows		24178	30,857.00	3,264,422.61						
			CO #4 Modify vacuum strategy		24577	86,905.17	3,351,327.78						
			FY14 Year-End PO Liquidation			(97,798.56)	3,253,529.22						
	Brandes Design-Build, Inc. PO#65208		FY15 PO Reissue	FY2015	26523	97,798.56	3,351,327.78	97,798.56					
	Bid No. B-13-09-COC		CO #5 Add'l Communication/Electrical upgrades approved by Council		*26523*	235,871.83 **	3,587,199.61	333,670.39					
			FY15 Year End PO Liquidation			(10,000.00)	3,577,199.61	323,670.39					
	Brandes Design-Build, Inc. FY2016 PO#67505		FY16 PO Issue	FY2016	*29380*	10,000.00	3,587,199.61	323,670.39	10,000.00				
		71,732.22	^contingency balance-->										

Legislation Details (With Text)

File #:	16-94	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/9/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	FY 2016 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	EXPENSE Budget Tracking Worksheet.pdf REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 9, 2016
Agenda Date: March 22, 2016
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2015 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2016 thru February 29, 2015.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2016 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 2/29/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1100 - CITY MANAGER'S OFFICE					
11/24/15	001-1100-512.12-00	(7,200)	FROM REG SALARIES & WAGES TO EXECUTIVE /SPECIAL PAY		601
	001-1100-512.15-00	7,200			
1 Budget Amendments/Transfers			Division 1100 Total	$0	
1103 - INFORMATION TECHNOLOGY					
10/20/15	001-1103-516.27-00	(2,400)	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-1103-516.21-00	(3,534)	FROM FICA TAXES TO FICA TAXES		602
	001-1103-516.23-00	(7,591)	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-1103-516.12-00	(43,784)	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-1103-516.22-00	(3,179)	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-1103-516.24-00	(116)	FROM WORKER'S COMP TO WORKER'S COMP		602
01/22/16	001-1103-516.52-00	(5,000)	FROM OPERATING SUPPLIES TO COMMUNICATION SERVICES		1417
	001-1103-516.41-00	5,000			
02/26/16	001-1103-516.52-00	(10,000)	FROM OPERATING SUPPLIES TO MACHINERY AND EQUIPMEN		1919
	001-1103-516.64-00	10,000			
	001-1103-516.52-00	(5,005)	FROM OPERATING SUPPLIES TO PROFESSIONAL SVCS		1919
	001-1103-516.31-00	5,005			
9 Budget Amendments/Transfers			Division 1103 Total	($60,604)	
1500 - FINANCE GENERAL ACCOUNTNG					
11/25/15	001-1500-513.12-00	(26,030)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-1500-513.12-12	26,030			
01/29/16	001-1500-513.52-00	(500)	FROM OPERATING SUPPLIES TO TRAINING		1603
	001-1500-513.55-00	2,000			
02/19/16	001-1500-513.12-00	(831)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-1500-513.12-12	831			
3 Budget Amendments/Transfers			Division 1500 Total	$1,500	
1505 - PURCHASING					
02/19/16	001-1505-513.12-00	(14,088)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-1505-513.12-12	14,088			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 1505 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
01/22/16	001-1510-536.52-00	(40)	FROM OPERATING SUPPLIES TO PRINTING & BINDING		1417
	001-1510-536.47-00	40			
01/29/16	001-1510-536.52-00	(1,500)	FROM OPERATING SUPPLIES TO TRAINING		1603
2	Budget Amendments/Transfers		Division 1510 Total	($1,500)	
1600 - GENERAL OPERATIONS					
11/10/15	001-1600-513.49-00	(20,000)	TXFR FRM OTHER CHRGS & OB TO UNEMPLOYMENT COMP		440
	001-1600-513.25-00	20,000			
01/22/16	001-1600-513.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1420
	001-1600-513.32-00	3,500			
	001-1600-513.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1420
	001-1600-513.61-00	815,000	LAND		1419
4	Budget Amendments/Transfers		Division 1600 Total	$815,000	
1801 - HUMAN RESOURCES					
10/22/15	001-1801-513.47-00	877	BADGE PRINTING		216
1	Budget Amendments/Transfers		Division 1801 Total	$877	
1805 - CITY CLERK					
10/22/15	001-1805-513.52-00	(877)	BADGE PRINTING		216
1	Budget Amendments/Transfers		Division 1805 Total	($877)	
2100 - POLICE ADMIN/OPERATIONS					
10/15/15	001-2100-521.46-00	(1,336)	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
10/29/15	001-2100-521.41-00	(1,824)	TXFR FRM LAW ENFC / COMM TO LAW ENFC / OPERATING		290
	001-2100-521.52-00	1,824			
11/04/15	001-2100-521.52-00	5,182	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
	001-2100-521.41-00	(1,168)	TXFR FRM LAW ENF / COMM TO LAW ENF / OPERATING		364
	001-2100-521.52-00	(1,305)	TXFR FRM LAW ENF / OPERAT TO LAW ENF / OPERATING		364
	001-2100-521.46-00	(1,135)	TXFR FRM LAW ENF / REPAIR TO LAW ENF / OPERATING		364
11/25/15	001-2100-521.12-00	(15,000)	FROM REG SALARIES & WAGES TO WAGES/SALARIES/CONTRAC		671
	001-2100-521.12-06	15,000			
12/14/15	001-2100-521.64-00	(15,120)	FROM LAW ENF / MACH & EQU TO LAW ENF / RENT & LEASE		879
	001-2100-521.44-00	15,120			
12/23/15	001-2100-521.41-00	(1,000)	CHANGE ORDER TO PO 66815		1017
	001-2100-521.52-00	500			
	001-2100-521.54-00	500			
01/14/16	001-2100-521.64-00	(811)	FROM LAW ENFC / MACH & EQ TO LAW ENFC / OPERATING		1316
	001-2100-521.52-00	811			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/14/16	001-2100-521.64-15	(22,980)	FROM MACH & EQ / IT HARDW TO MACH & EQ / JAG GRANT		1316
	001-2100-521.64-01	22,980			
02/19/16	001-2100-521.64-01	(2,106)	LAW R&M TABLETS-JAG GRANT		1811
	001-2100-521.46-00	2,106			
12	Budget Amendments/Transfers		Division 2100 Total	$238	
2101 - POLICE COMMUNICATIONS					
10/15/15	001-2101-521.46-00	1,336	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
11/04/15	001-2101-521.64-00	(1,574)	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
02/19/16	001-2101-521.12-00	(1,090)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-2101-521.12-12	1,090			
3	Budget Amendments/Transfers		Division 2101 Total	($238)	
2200 - FIRE ADMINISTRATION					
01/14/16	001-2200-522.52-00	(150)	FROM OPERATING SUPPLIES TO POSTAGE & FREIGHT		1316
	001-2200-522.42-00	150			
1	Budget Amendments/Transfers		Division 2200 Total	$0	
2201 - FIRE OPERATIONS					
01/22/16	001-2201-522.64-00	14,200	MACHINERY AND EQUIPMENT		1418
02/26/16	001-2201-522.14-00	(15,000)	FROM OVERTIME TO CONTRACT SERVICES		1919
	001-2201-522.34-00	15,000			
2	Budget Amendments/Transfers		Division 2201 Total	$14,200	
3200 - ADMINISTRATION					
10/20/15	001-3200-515.27-00	2,400	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-3200-515.21-00	3,534	FROM FICA TAXES TO FICA TAXES		602
	001-3200-515.23-00	7,591	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-3200-515.12-00	43,784	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-3200-515.22-00	3,179	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-3200-515.24-00	116	FROM WORKER'S COMP TO WORKER'S COMP		602
01/28/16	001-3200-515.31-00	(12,015)	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499
02/19/16	001-3200-515.12-12	1,790	BUD TXFR SAL-ACCR PAYOUT		1806
	001-3200-515.12-00	(1,825)	BUD TXFR SAL-ACCR PO, O/T		1806
	001-3200-515.14-00	35	BUD TXFR SALARY-OVERTIME		1806
10	Budget Amendments/Transfers		Division 3200 Total	$48,589	
3205 - ECONOMIC DEVELOPMENT					
01/28/16	001-3205-559.31-00	12,015	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499
1	Budget Amendments/Transfers		Division 3205 Total	$12,015	
3290 - LEISURE SERVICES					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/02/15	001-3290-574.12-00	(14,240)	TO COVER NON-CITY SPECIAL EVENTS		682
	001-3290-574.64-00	(4,990)			
	001-3290-574.22-01	6,230			
	001-3290-574.15-00	13,000			
1	Budget Amendments/Transfers		Division 3290 Total	$0	
3500 - ADMINISTRATION					
10/29/15	001-3500-519.52-00	500	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3500-519.44-00	500	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
2	Budget Amendments/Transfers		Division 3500 Total	$1,000	
3510 - PUBLIC WORKS MAINTENANCE					
10/29/15	001-3510-541.52-00	(500)	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3510-541.44-00	(500)	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
12/14/15	001-3510-541.63-00	554,018	INFRASTRUCTURE		875
12/30/15	001-3510-541.46-00	(10,000)	FROM REPAIR AND MAINT TO OPERATING SUPPLIES		1099
	001-3510-541.52-00	10,000			
4	Budget Amendments/Transfers		Division 3510 Total	$553,018	
3520 - PARKS & BEAUTIFICATION					
11/25/15	001-3520-572.12-00	(225)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-3520-572.12-12	225			
1	Budget Amendments/Transfers		Division 3520 Total	$0	
59	Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,383,218**	
3230 - CRA ADMIN/OPERATIONS					
11/09/15	110-3230-559.39-00	(2,551)	FROM CASH CARRY FORWRD TO CONTINGENCY		670
	110-3230-559.63-00	4,460			
	110-3230-559.63-00	37,473			
	110-3230-559.63-00	49,645			
	110-3230-559.63-00	61,110			
	110-3230-559.34-00	7,755	FROM CASH CARRY FORWRD TO CONTRACT SERVICES		670
12/02/15	110-3230-559.83-00	(2,800)	FROM OTHER GRANTS / AIDS TO CONTRACT SERVICES		738
	110-3230-559.34-00	2,800			
02/05/16	110-3230-559.72-00	(2,729)	FROM INTEREST TO PRINCIPAL		1631
	110-3230-559.71-00	2,729			
02/19/16	110-3230-559.12-00	(18)	BUD TXFR SALARY-O/T		1806
	110-3230-559.14-00	18			
5	Budget Amendments/Transfers		Division 3230 Total	$157,892	
5	Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**$157,892**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3230 - CRA ADMIN/OPERATIONS					
10/05/15	111-3230-559.83-00	(2,800)	TXFR FRM OTHER GRANT & AI TO TRAINING / TRAVEL PER		41
	111-3230-559.55-00	1,010			
	111-3230-559.40-00	1,790			
12/02/15	111-3230-559.83-00	(281)	FY16 REVISED BUDGET		681
	111-3230-559.63-00	162,966			
12/08/15	111-3230-559.83-00	(5,000)	FROM OTHER GRANTS & AIDS TO PROFESSIONAL SVCS		768
	111-3230-559.31-00	5,000			
02/19/16	111-3230-559.12-00	(6)	BUD TXFR SALARY-O/T		1806
	111-3230-559.14-00	6			
4	Budget Amendments/Transfers		Division 3230 Total	$162,685	
	4 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$162,685**	
3230 - CRA ADMIN/OPERATIONS					
11/19/15	112-3230-559.83-02	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
12/08/15	112-3230-559.43-00	(8)	FROM ELEC / WATER / SEWER TO INSURANCE		768
	112-3230-559.45-00	8			
02/26/16	112-3230-559.83-02	(1,558)	FROM GENERAL FUND TO OTHER CHRGS AND OBLG		1919
	112-3230-559.49-00	1,558			
3	Budget Amendments/Transfers		Division 3230 Total	($284)	
	3 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**($284)**	
2100 - POLICE ADMIN/OPERATIONS					
02/19/16	141-2100-521.52-00	27,029	BUD ADMNT R#2016-10 DUTY GEAR AGND#15-570		1814
02/26/16	141-2100-521.52-00	(3,180)	FROM LAW ENF / OPERATING TO LAW ENF / CAPITAL		1934
	141-2100-521.64-00	3,180			
2	Budget Amendments/Transfers		Division 2100 Total	$27,029	
	2 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$27,029**	
3580 - CAPITAL PROJECTS MNGMT					
12/14/15	301-3580-519.62-00	(8,000,000)	FROM CAPITAL PRJCT-BLDNGS TO CAPITAL PRJCT - BLDNGS		881
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	3,000,000			
12/29/15	301-3580-519.62-00	(203,492)	FROM BUILDINGS TO LAND		1068
	301-3580-519.62-00	(10,000)			
	301-3580-519.61-00	10,000			
	301-3580-519.61-00	203,492			
01/29/16	301-3580-519.62-00	(266,858)	FROM BUILDINGS TO LAND		1610

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/29/16	301-3580-519.62-00	(10,000)	FROM BUILDINGS TO LAND		1610
	301-3580-519.61-00	10,000			
	301-3580-519.61-00	266,858			
3	Budget Amendments/Transfers		Division 3580 Total	$0	
	3 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$0**	
1515 - FIELD SERVICES					
02/19/16	421-1515-536.12-00	(26,030)	BUD TXFR S&W-ACCR PAYOUT		1806
	421-1515-536.12-12	26,030			
1	Budget Amendments/Transfers		Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
11/10/15	421-4010-536.31-01	(5,000)	TXFR FRM LEGAL EXPENSES TO UNEMPLOYMENT COMP		440
	421-4010-536.25-00	5,000			
01/22/16	421-4010-536.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1423
	421-4010-536.32-00	3,500			
	421-4010-536.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1423
	421-4010-536.39-00	(171,492)	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
02/26/16	421-4010-536.31-01	(3,000)	FROM LEGAL TO REPAIR/MAINT BUILDING		1919
	421-4010-536.46-02	3,000			
5	Budget Amendments/Transfers		Division 4010 Total	($171,492)	
4020 - DYAL PLANT					
10/29/15	421-4020-536.46-00	(4,000)	TXFR FRM REPAIR AND MAINT TO REPAIR AND MAINTENANCE		295
	421-4020-536.46-00	4,000			
12/14/15	421-4020-536.46-00	753,233	TO REPAIR & MAINTENANCE		872
	421-4020-536.46-00	58,192			873
01/22/16	421-4020-536.64-00	68,814	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
4	Budget Amendments/Transfers		Division 4020 Total	$880,239	
4025 - WATER FIELD OPERATIONS					
01/22/16	421-4025-536.46-00	(27,608)	FROM REPAIRS AND MAINTEN TO REPAIRS / MAINT - BLDN		1421
	421-4025-536.46-02	27,608			
	421-4025-536.64-00	59,349	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
2	Budget Amendments/Transfers		Division 4025 Total	$59,349	
4055 - ENGINEERING					
10/22/15	421-4055-536.63-00	(17,324)	PROJ EXTENTED-MORE FUNDS FOR SERVICES		215
	421-4055-536.63-00	17,324			
10/29/15	421-4055-536.63-00	(70,000)	TXFR FRM INFRASTRUCTURE TO INFRASTRUCTURE		298
	421-4055-536.63-00	70,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/14/15	421-4055-536.63-00	(1,968,704)	FROM INFRASTRUCTURE TO INFRASTRUCTURE		880
	421-4055-536.63-00	(1,467,681)			
	421-4055-536.63-00	(217,273)			
	421-4055-536.63-00	3,653,658			
	421-4055-536.63-00	9,537	INFRASTRUCTURE		874
	421-4055-536.63-00	11,623			
	421-4055-536.63-00	14,750			
	421-4055-536.63-00	124,533			
	421-4055-536.63-00	189,998			
	421-4055-536.63-00	388,626			
	421-4055-536.63-00	415,981			
	421-4055-536.63-00	467,162			
12/17/15	421-4055-536.63-00	(415,981)	FROM INFRASTRUCTURE TO INFRASTRUCTURE		939
	421-4055-536.63-00	415,981			
5	Budget Amendments/Transfers			Division 4055 Total $1,622,210	
4120 - WATER RECLAMATION					
10/15/15	421-4120-536.46-00	(4,900)	TXFR FRM REPAIRS & MAINTQ TO CONTRACT SERVICES		150
	421-4120-536.31-00	4,900			
12/08/15	421-4120-536.46-00	(500)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT		768
	421-4120-536.64-00	500			
12/22/15	421-4120-536.63-00	(30,000)	WS1306		990
	421-4120-536.68-10	30,000			
12/23/15	421-4120-536.46-00	(556)	TABLET ACT COSTS > BUDGET		1018
	421-4120-536.64-15	556			
01/14/16	421-4120-536.46-00	(2,920)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT		1316
	421-4120-536.64-00	2,920			
01/22/16	421-4120-536.52-00	(892)	FROM OPERATING SUPPLIES TO MACHINERY & EQUIPMENT		1417
	421-4120-536.64-00	892			
02/19/16	421-4120-536.12-00	(6,030)	BUD TXFR S&W-ACCR PAYOUT		1806
	421-4120-536.12-12	6,030			
02/26/16	421-4120-536.64-00	(1,300)	FROM MACHINERY & EQUIPMEN TO OPERATING SUPPLIES		1919
	421-4120-536.52-00	1,300			
8	Budget Amendments/Transfers			Division 4120 Total $0	
4125 - SEWER FIELD OPERATIONS					
11/24/15	421-4125-536.12-00	(2,506)	FROM REG SALARIES & WAGES TO RETIREMENT CONTRIBUT		710
	421-4125-536.22-00	2,506			
	421-4125-536.22-00	(2,506)			715
	421-4125-536.12-00	2,506			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/22/16	421-4125-536.64-00	43,329	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
3 Budget Amendments/Transfers			Division 4125 Total	$43,329	
28 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,433,635**	
3570 - STORMWATER UTILITY					
10/15/15	423-3570-538.52-00	(500)	TXFR FRM OPERATING SUPPLI TO RENTALS AND LEASES		150
	423-3570-538.44-00	500			
02/19/16	423-3570-538.12-00	(1,082)	BUD TXFR S&W-ACCR PAYOUT		1806
	423-3570-538.12-12	1,082			
	423-3570-538.63-00	(20,000)	BUDGET TXFR FACTORY ST DRAING IMPRV AGNDA#16-026		1818
	423-3570-538.61-00	20,000			
	423-3570-538.63-00	(20,963)	RIVERFRONT PARK SOD&DRAIN PROJ#SW16RD AGND#16-028		1812
	423-3570-538.63-00	20,963			
4 Budget Amendments/Transfers			Division 3570 Total	$0	
4 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$0**	

108 Transfers & Amendments between 10/1/2015 and 2/29/2016

FY 2016 TOTAL TRANSFERS & AMENDMENTS **4,164,175**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: C:\Users\ltaylor\Desktop\Rev & Exp Agenda Reports\FY 2016 Rev & Exp Agenda Reports\FY 2016 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoljt

FY 2016 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 2/29/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/14/15	001-0000-389.99-50	(1,054,358)	FB APPROP RESERVES		875
	001-0000-331.39-10	1,148,282	FED GRANT -TRANSPORTATION		875
	001-0000-389.99-11	460,094	RESTRICTED CASH CARRY FORWARD		875
01/22/16	001-0000-334.61-10	14,200	BREVARD COUNTY EMS GRANT		1418
	001-0000-389.99-50	815,000	FUND BAL-APPROP. RESERVES		1419
5	Budget Amendments/Transfers		Division 0000 Total	$1,383,218	
	5 Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,383,218**	
11/09/15	110-0000-389.99-10	161,328	FROM CASH CARRY FORWRD CONTRACT SERVICES		670
	110-0000-338.00-00	(3,436)	FROM SHARED REVENUE LOCAL CONTRACT SERVICES		670
2	Budget Amendments/Transfers		Division 0000 Total	$157,892	
	2 Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**$157,892**	
12/02/15	111-0000-338.00-00	(281)	FY16 REVISED BUDGET		681
	111-0000-389.99-10	162,966			
1	Budget Amendments/Transfers		Division 0000 Total	$162,685	
	1 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$162,685**	
11/19/15	112-0000-338.00-00	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
1	Budget Amendments/Transfers		Division 0000 Total	($284)	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**($284)**	
02/19/16	141-0000-389.99-11	27,029	BUD ADMNT R#2016-10 DUTY GEAR AGND#15-570		1814
1	Budget Amendments/Transfers		Division 0000 Total	$27,029	
	1 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$27,029**	
12/14/15	421-0000-389.99-50	403,376	BAL FWD / FUND BAL APPROP RESERVES		874
	421-0000-389.99-50	1,218,834			
	421-0000-389.99-50	58,192	TO BALANCE FWD / BAL APPROP RESERVES		873
	421-0000-389.99-50	753,233	TO BALANCE FWD / FUN BAL APPROP RESERVES		872
3	Budget Amendments/Transfers		Division 0000 Total	$2,433,635	
	3 Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$2,433,635**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
13	**Transfers & Amendments between 10/1/2015 and 2/29/2016**			
			FY 2016 TOTAL TRANSFERS & AMENDMENTS	**4,164,175**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: C:\Users\ltaylor\Desktop\Rev & Exp Agenda Reports\FY 2016 Rev & Exp Agenda Reports\FY 2016 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoljt

Date: 3/14/2016

Legislation Details (With Text)

File #:	16-95	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/11/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	New local business tax receipts. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	3-22-16 New local business tax receipts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2016
Agenda Date: March 22, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, ACIP, Community Services Director
Requested Action:
New local business tax receipts

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for February 26, 2016 - March 11, 2016. Please keep in mind that some may represent businesses that let their business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
None, this is an information agenda item.

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007330	COUNSELING IN BREVARD, LLC 11 RIVERSIDE DR 5 UN COCOA FL 32922	3/03/16	NEW	Ambulatory Health Care Services	321-544-2743
16-00007343	HEAR AGAIN LLC 4200 HIGHWAY 524 #103 COCOA FL 32926	3/02/16	NEW	Merchant Wholesalers, Durable Goods	321-504-4327
16-00007364	LUNA'S P.C.J. LLC 2109 IVY DR COCOA FL 32926	2/29/16	NEW	Administrative and Support Services	321-501-9364
16-00007363	MOTOR WERKS LLC 1127 W KING ST COCOA FL 32922	2/26/16	NEW	Motor Vehicle and Parts Dealers	321-305-6911
16-00007366	MR-AH PHOTOGRAPHY 1213 ALAMANDA LN COCOA FL 32922	3/08/16	NEW	Professional, Scientific, and Tech S	321-292-9657

Legislation Details (With Text)

File #:	16-98	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/11/2016			**In control:**	City Council
On agenda:	3/22/2016			**Final action:**	
Title:	Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Copy of Cocoa February 2016 Dashboard.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2016
Agenda Date: March 22, 2016
Prepared By: Gina Maxwell, Human Resources Manager
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Review The Employee Health Center usage report provided by CareATC.

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of February, there were 319 usage encounters with a total of 259 prescriptions dispensed. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 67 chronic diseases identified.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability goals.

BUDGETARY IMPACT:

Budgeted N/A

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Information item only.

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Cocoa Health Center Usage Dashboard Total Since Inception

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	4,360	504	394	110	272	173	280	335	228	70		775	1,055	379	478	3,674

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 2

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Total	1,820				101	72	75	140	93	5		262	354	84	173	1,461

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	2,540				171	101	205	195	135	65		513	701	295	305	2213

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*