



**Agenda
City of Cocoa
Regular Meeting**

**February 11, 2025
6:00 PM**

65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 11, 2025.
2. Minutes: Special Meeting of November 25, 2024.
3. Minutes: Regular Meeting of December 10, 2024.

III. Awards and Presentations:

1. 922 Crew Presents 2024 Outcomes.
2. Proclamation: Proclaiming the Month of February, 2025 as "Black History Month".

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. To Approve Task Order 2025-12 with Carollo Engineers, Inc. Orlando, Florida, for PLC (Programmable Logic Controller) Replacements at the Jerry Sellers Water Reclamation Facility. Approve a Project Transfer BAF#25-026 in the Amount of \$91,493 for project WS23ML. Approve a Contingency Resolution which is 10% of the of the total project.

****This Item is Confidential per FS 119.0725 and Not for Public Release****

2. Approve a Resolution Amending the FY2025 Budget, BAF#2025-031A, from the Police Special Education Fund and to Expend \$10,000 on Training.
3. To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase Two (2) Mitsubishi Mini-Split Systems from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Budget Transfer to the FY2025 Budget, BAF# 25-032-T, to Reallocate Funds to Purchase Replacement HVAC Equipment from Trane.

VI. Public Hearings:

VII. Council Business:

1. Consider the Appointment of Jose Pacheco, to Fill One of the Five Vacancies on the Board of Adjustment.

VIII. City Business:

IX. Informational Agenda:

1. Bi-Weekly Report for January 24 - February 6, 2025.
2. Informational Only - The City of Cocoa's Open Board Vacancies.

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

1. <https://tinyurl.com/s5e875r> or
2. <https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369D354-4FAB-800A-57D0AEE30153&Mode=MainBody>

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion.

When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

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

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

CITY COUNCIL AGENDA ITEM

Memo Date: 01/14/2025
Agenda Date: 2/11/2025
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the February 11, 2025 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Organizational Effectiveness
Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the February 11, 2025 Regular City Council meeting agenda as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

**February 11, 2025
6:00 PM**

65 Stone Street, Cocoa, FL 32922

This Agenda may be Amended up until or at the Meeting

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 11, 2025. (2025-54).
2. Minutes: Special Meeting of November 25, 2024. (2025-55).
3. Minutes: Regular Meeting of December 10, 2024. (2025-109).

III. Awards and Presentations:

1. 922 Crew Presents 2024 Outcomes. (2025-132). (Family Promise of Brevard)
2. Proclamation: Proclaiming the Month of February, 2025 as "Black History Month". (2025-112). (Mayor Blake)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. To Approve Task Order 2025-12 with Carollo Engineers, Inc. Orlando, Florida, for PLC (Programmable Logic Controller) Replacements at the Jerry Sellers

Water Reclamation Facility. Approve a Project Transfer BAF#25-026 in the Amount of \$91,493 for project WS23ML. Approve a Contingency Resolution which is 10% of the of the total project. (2025-56). (Utilities Director)

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2. Approve a Resolution Amending the FY2025 Budget, BAF#2025-031A, from the State Forfeiture Fund and to Expend \$10,000 on Training. (2025-68). (Police Chief)
3. To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase Two (2) Mitsubishi Mini-Split Systems from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Budget Transfer to the FY2025 Budget, BAF# 25-032-T, to Reallocate Funds to Purchase Replacement HVAC Equipment from Trane. (2025-69). (Utilities Director)

VI. Public Hearings:

VII. Council Business:

1. Consider the Appointment of Jose Pacheco, to Fill One of the Five Vacancies on the Board of Adjustment. (2025-98). (Administrative Services Director)

VIII. City Business:

IX. Informational Agenda:

1. Bi-Weekly Report for January 24 - February 6, 2025. (2025-75). (City Manager)
2. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-111). (Administrative Services Director)

X. Reports:

XI. Adjournment:

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This Agenda may be Amended up until or at the Meeting

CITY COUNCIL AGENDA ITEM

Memo Date: 01/14/2025
Agenda Date: 2/11/2025
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the November 25, 2024 Special City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the November 25, 2024 Special City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Special Meeting of The City Council

November 25, 2024

A Special City Council Meeting was held on Monday, November 25, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 10:18 a.m.

Councilmember Hearn provided the invocation and Victoria Mitchner Jones and Larry Brown led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Patricia Weeks	Deputy Mayor
	Alex Goins	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney (via phone)
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Zoie Badalov, Senior Budget Analyst; Patrick Dovale, Police Chief; Jonathan Lamm, Fire Chief; Tammy Gemmati, Administrative Services Director; Robert Beach, Chief Technology Officer; Megan Crutcher, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of November 25, 2024. (24-680).

- * **MOTION by Councilmember Goins; Seconded by Deputy Mayor Weeks to approve the November 25, 2024 Special City Council meeting agenda as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Delegations:

IV. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the Fiscal Year 2024 Adopted Budget, BAF#24-130-T1, T2, IFT, and A to "Shore Up" departmental accounts with negative balances or project budgets, through the use of various budgeted lines or fund balance. (24-665). (Finance Director)

(B) Multi-Year Contracts:

- * **MOTION by Mayor Blake; Seconded by Councilmember Hearn to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

V. Council Business:

1. Consider the reappointments of Ron Chabot and Frank Manfredi through November 2027; Consider the appointment of Katherine Stewart and Joseph Bachand to fill one Regular member vacancy and one Alternate member vacancy on the Planning and Zoning Board. (24-672). (Administrative Services Director)

City Manager Whitten provided an explanation of the board vacancies. He added that Ms. Victoria Mitchner Jones also applied to be a member on the Board on November 13, 2024. She was not included in the agenda item but would like to be considered for a seat as well. Staff prepared two voting ballot forms, one with Ms.

Mitchner Jones and one without, depending on whether or not Council would like to consider her for a seat.

City Manager Whitten provided further clarification about the voting ballots, noting that Council needs to decide which one they want to use.

- * **MOTION by Mayor Blake; Seconded by Councilmember Hearn to approve the ballot including Victoria Mitchner Jones.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Gemmati read the results of the ballots into the record, sharing that Ron Chabot, Victoria Mitchner Jones and Katherine Stewart were nominated as Regular members and Joseph Bachand and Frank Manfredi were nominated as Alternate members.

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the nominations.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Reports:

Deputy Mayor Weeks provided a brief report on her District. She shared a photo from one of her constituents who is having an issue with the sidewalk next to her house.

She also shared pictures from an event that was held at Lost Lakes and Councilmember Goins' Talk 2 Me Tuesday, as well as a conference she attended in Boston and the Swearing-In Ceremony that was held at City Hall.

City Manager Whitten shared that this is the 5th year in a row we have received the Financial award. He talked about the Finance Department, what their budget process looks like and the awards they have received.

VII. Adjournment:

- * **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to adjourn the Special meeting of November 25, 2024.**

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 10:52 a.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: 01/31/2025
Agenda Date: 2/11/2025
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the December 10, 2024 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the December 10, 2024 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

December 10, 2024

A Regular City Council Meeting was held on Tuesday, December 10, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Ms. Shelby Defrece and Ms. Aniya Smiley provided the invocation and Councilman Hearn led the assembly in the Pledge of Allegiance.

The Recording Secretary took the roll.

PRESENT:	Michael C. Blake	Mayor
	Patricia Weeks	Deputy Mayor
	Alex Goins	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Lori Chabot	Recording Secretary

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Samantha Senger, Communications and Economic Development Director; Evander Collier, Police Chief; Jonathan Lamm, Fire Chief; Katie Ennis, Deputy Utilities Director; Lorne Stinnett, HR Manager; Mitch Lawyer, Systems and Support Manager; Megan Crutcher, Help Desk Support Tech; and Jennifer Webster, Senior Planner.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of December 10, 2024. (24-703).

- * **MOTION by Councilman Hearn; Seconded by Mayor Blake to approve the December 10, 2024, Regular City Council meeting agenda with amendments to move Consent item V.4 to City Business as VIII.5; and to add City Business item VIII.6 to discuss the Cocoa High School Football Championship.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Budget Hearing of September 17, 2024. (24-701).
(b) Regular Meeting of September 24, 2024. (24-702).

- * **MOTION by Councilman Goins; Seconded by Deputy Mayor Weeks to approve the minutes for the Budget Hearing of September 17, 2024, as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilman Hearn to approve the minutes for the Regular City Council meeting of September 24, 2024.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. National Homeless Persons Memorial Day Proclamation. (24-705). (Brevard Homeless Coalition).

Deputy Mayor Weeks presented the item.

Ms. Linda Graham spoke regarding the homeless, providing history, other agencies with programs for homeless and invited members to honor those who died in the community during the past year who were homeless.

IV. Delegations:

Mr. Paul Kamus, 116 Olive St., Cocoa, spoke about a water main leak.

Ms. Anita Gibson, 451 Stone St., Cocoa spoke about a family whose home is infested with bed bugs and has become unlivable.

Ms. Smiley, a student of Cocoa High School, spoke regarding the Cocoa HS Science National Honor Society and asked for support. Discussion was held regarding allowable donation amounts.

Mr. Jamie Brown of Cocoa spoke regarding burning that is occurring in the area of SR524 and Cox Road. He stated the smoke is filling the air in their area. Chief Lamm responded with information about the burning and explained the required setbacks, etc.

Mr. Ted Fore, 1700 Freda Trl., Cocoa, spoke regarding his request for a water station on his street. He gave details about the station and how it could work. He added his street was unable to get water from the County. Discussion continued about the property and the cost and Mr. Fore outlined the benefits. Council Members asked staff to review the idea and look at the costs involved.

V. Consent Agenda:

(A) General Consent Items:

1. To Approve Task Orders 2025-11, 2025-12, & 2025-13 with Atlantic Development of Cocoa, Inc. utilizing RFQ# 20-18-COC for Construction Repair of Existing Stormwater Infrastructure in three locations for a total amount of \$204,646; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed \$20,000 (10% of the Task Order Contract Amount) for a Total Project Cost of \$224,646; Authorize the City Manager to issue the purchase orders. (24-618). (Public Works Director)
2. Approve a Resolution Amending the Fiscal Year 2025 Adopted Budget, BAF# 25-002-A1 & A2, to provide budget for items such as capital projects and maintenance, that were budgeted within FY24 and not yet executed, through the

use of Fund Balance Reserves and other Revenue Sources. (24-671). (Finance Director)

3. Announcement of Mayor Blake, Councilmember Hearn and Councilmember Koss to Attend the Florida League of Cities Legislative Conference from December 4, 2024 - December 6, 2024. (24-693). (City Manager)

4. **Item moved to VIII.5.**

Multi-Year Contracts:

5. To Approve a Resolution Amending the FY2025 Budget, BAF No. 25-009-IFT; Approve the Vortex Proposal for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2025. (24-659). (Utilities Director)
 6. Approve the DMD Consultants, Inc. Proposal for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June 10, 2020 through June 11, 2025. (24-670). (Utilities Director)
 7. Approve a multi-year contract for cured in place stormwater pipe lining (CIPP) with Inliner Solutions, LLC piggybacking off the St. Augustine Beach Construction Agreement No. 23-07-MCA-ILS in the amount of \$167,790. Authorize the City Manager to sign contract amendments, renewals and purchase orders up to the annual budgeted amount. Request Approval to Transfer Funds, BAF# 25-013-T in the amount of \$7,790 From Stormwater Fund Contingency. (24-696). (Public Works Director)
- * **MOTION by Councilwoman Koss; Seconded by Councilman Hearn to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Approval of Ordinance No. 17-2024/Final Reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-326, Cost of Living Increase; Section 2-331, Deferred Retirement Option

Plan; Providing for Codification; Providing for Severability of Provisions; Repealing all Ordinances in Conflict Herewith and Providing an Effective Date. (24-657). (Administrative Services Director)

Attorney Garganese announced that this is the Second and Final Reading and read the title into the record as follows:

Ordinance No. 17-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-326, COST OF LIVING INCREASE; AMENDING SECTION 2-331, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Mr. Stinnett stated there have been no changes since the first reading.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilwoman Koss to approve the item on Second Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of Ordinance No. 16-2024/Final Reading: related to Chapter 2, Administration, Article VII Police Officers' Retirement Plan; Amending Section 2-196, Benefit Amounts and Eligibility; Amending Section 2-198, Disability; Amending Section 2-218, Deferred Retirement Option Plan; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (24-658). (Administrative Services Director)

Attorney Garganese announced that this is the Second and Final Reading and read the title into the record as follows:

Ordinance No. 16-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION,

ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-196, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-198, DISABILITY; AMENDING SECTION 2-218, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Mr. Stinnett stated there have been no changes since the first reading.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilman Hearn to approve the item on Second Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Pass on SECOND READING Ordinance 19-2024, a Zoning Text Amendment regarding Appendix A, Article V of the code of the City of Cocoa to define Transportation Terminals, a permitted use applicable to properties located in M-1 cumulative zoning district and as a special exception use in C-G General Commercial district and commercial mixed-use PUDs. (24-668). (Planner)

Attorney Garganese announced that this is the Second and Final Reading and read the title into the record as follows:

Ordinance No. 19-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO DEFINE TRANSPORTATION TERMINALS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster stated there have been no changes since the first reading.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilman Hearn to approve the item on Second Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Pass on SECOND READING Ordinance 18-2024, a Zoning Text Amendment revising tree protection and preservation standards, including procedures for waivers of these requirements, as outlined in Appendix A, Article XIII, Section 22 of the City of Cocoa Code. (24-669). (Planner)

Attorney Garganese announced that this is the Second and Final Reading and read the title into the record as follows:

Ordinance 18-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA REGARDING TREE PROTECTION AND PRESERVATION; AMENDING PROCEDURES RELATED TO WAIVERS OF TREE PROTECTION AND PRESERVATION REQUIREMENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster stated that there were no changes or additions since the first reading.

City Manager Whitten discussed the differences in properties and if it is balanced environmentally and developmentally. He added that the intent of Lakes of Cocoa Grove and their developmental agreement is different partly due to the number of palms and sizes in that area. He shared other municipalities and their protocols.

Councilman Goins shared his concerns of adding so many layers and creating higher costs to the builder.

Deputy Mayor Weeks also shared her concern with the high mitigation fees and would like to see it kept as low as possible.

- * **MOTION by Mayor Blake; Seconded by Councilman Hearn to approve the item on Second Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

NAYS: Koss

THE MOTION CARRIED (4-1)

5. Consideration, on 2nd reading, of an ordinance of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 4a and 22 of the Zoning Ordinance of the City of Cocoa to allow for Neighborhood Commercial, Mixed-Use development, and public parking on certain very limited properties within the Consent Decree area, also known as the Heart of Cocoa, consistent with the Substitute Consent Decree; amending the list of permitted and special exception uses for the Consent Decree Area; amending the building types permitted for those certain properties authorized for Neighborhood Commercial and Mixed-Use development within the Heart of Cocoa subdistrict of the Cocoa Waterfront Overlay District as more particularly depicted on exhibit "A" attached hereto; and amending the bulk regulations for single-family, duplex, triplex, and fourplex development in the Consent Decree Area; amending the minimum yard setbacks in the Consent Decree Area; and updating the building types table for consistency with the list of permitted uses for the Consent Decree Area. (24-695). (Planner)

Attorney Garganese announced that this is the Second and Final Reading and there have been a few minor changes. He read the title into the record as follows:

Ordinance No. 11-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW FOR NEIGHBORHOOD COMMERCIAL, MIXED USE DEVELOPMENT, AND PUBLIC PARKING ON CERTAIN VERY LIMITED PROPERTIES WITHIN THE CONSENT DECREE AREA, ALSO KNOWN AS THE HEART OF COCOA, CONSISTENT WITH THE SUBSTITUTE CONSENT DECREE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES FOR THE CONSENT DECREE AREA; AMENDING THE BUILDING TYPES PERMITTED FOR THOSE CERTAIN PROPERTIES AUTHORIZED FOR NEIGHBORHOOD COMMERCIAL AND MIXED USE DEVELOPMENT WITHIN THE HEART OF COCOA SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE BULK REGULATIONS FOR SINGLE-FAMILY, DUPLEX, TRIPLEX, AND FOURPLEX DEVELOPMENT IN THE CONSENT DECREE AREA; AMENDING THE MINIMUM YARD SETBACKS IN THE CONSENT DECREE AREA; UPDATING THE BUILDING TYPES TABLE FOR CONSISTENCY WITH THE LIST OF PERMITTED USES FOR THE CONSENT DECREE AREA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster identified the four changes via a presentation¹.

- * **MOTION by Councilman Goins; Seconded by Councilwoman Koss to approve the item on Second Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Consideration on first reading for approval Ordinance 13-2024 a Land Development Code Text Amendment Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, and limited types of commercial vehicles and heavy equipment sales and rentals, to the list of permitted uses of subsection (A)(12) in the C-G, Commercial-General, zoning district. (24-697). (Planner)

City Attorney Garganese announced that this is the First Reading and read the title into the record as follows:

Ordinance No. 13-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD MAJOR RECREATIONAL EQUIPMENT SALES AND RENTAL AND LIMITED TYPES OF COMMERCIAL VEHICLE AND HEAVY EQUIPMENT SALES AND RENTAL TO THE LIST OF PERMITTED USES IN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND ESTABLISHING CONDITIONS FOR SUCH USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

RVI Patrick Murray presented via a presentation and is attached².

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the item on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

¹ Exhibit 1 – Ordinance 11 – Zoning Text Amendment (24-695)

² Exhibit 2 – Consideration of a Land Development Code Text Amendment (24-697)

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Consideration on 1st reading of Ordinance No. 15-2024, a City-initiated Ordinance amending the official Zoning Map designation of sixteen (16) parcels of real property, totaling 8.36 acres, more or less, and generally located adjacent to state road 520 near the intersections with Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on exhibit "A" attached here to from Brevard County Single-Family Residential (RU-1-9), General Retail Commercial (BU-1), and Retail, Warehousing & Wholesale Commercial (BU-2) to City of Cocoa General Commercial (C-G). (24-698). (Planner)

City Attorney Garganese announced that this is the First Reading and read the title into the record as follows:

Ordinance No. 15-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF SIXTEEN (16) PARCELS OF REAL PROPERTY, TOTALING 8.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ADJACENT TO STATE ROAD 520 NEAR THE INTERSECTIONS WITH VIRGINIA AVENUE, RUTH STREET, AND AURORA STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), GENERAL RETAIL COMMERCIAL (BU-1), AND RETAIL, WAREHOUSING & WHOLESALE COMMERCIAL (BU-2) TO CITY OF COCOA GENERAL COMMERCIAL (C-G); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster presented the item via PowerPoint³.

Councilwoman Weeks asked for clarification on the two properties.

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the item on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

³ Exhibit 3 – Ordinance 15 – Pine Grove Park Commercial Zoning Map Amendment

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 228 Beverly Rd., be reduced to \$2,741.58 as recommended by the Code Enforcement Board. (24-682). (Police Chief)

*** MOTION by Councilwoman Koss; Seconded by Deputy Mayor Weeks to approve the lien reduction to \$2,741.58.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider Mayor Blake's request to reappoint Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December 2028. (24-699). (Administrative Services Director)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2025. (24-694). (Administrative Services Director)

*** MOTION by Councilman Goins; Seconded by Councilman Hearn to approve following:**

**Affordable Housing Committee
Board of Adjustment
Code Enforcement Board
Diamond Square CRA
Housing Authority
Planning & Zoning Board
Police Advisory Board
Sustainability Advisory Board
Utilities Advisory Board
Space Coast TPO**

**Councilman Goins
Deputy Mayor Weeks
Deputy Mayor Weeks
Councilman Goins
Councilman Hearn
Councilman Hearn
Councilman Goins
Deputy Mayor Weeks
Councilwoman Koss
Primary- Mayor Blake
Alternate- Councilwoman Koss**

Space Coast League of Cities**Primary- Mayor Blake
Alternate- Councilman Goins****Florida League of Cities****Primary- Mayor Blake
Alternate- Councilwoman Koss****THE VOTE ON THE MOTION WAS:****AYES: Blake, Weeks, Goins, Hearn, Koss****THE MOTION CARRIED UNANIMOUSLY (5-0)****VIII. City Business:**

1. Approve the Evaluation Committee's recommendation to select Lennar Homes, LLC for RFP P-25-02-COC (Michael C. Blake Subdivision Affordable Housing Project) to construct homes on the remaining lots in the Michael C. Blake Subdivision. Authorize the City Manager and City Attorney to negotiate a Project Agreement which will then be returned to City Council for final approval. (24-681). (Community Services Director)

Ms. Neuterman presented⁴ the item explaining this is for the Michael C. Blake subdivision. She gave history of the item and explained the RFP and how many homes there would be for development. The proposal will split lots into two lots each. The site plan shows the remaining development. Renditions and elevations of the homes are shown in the agenda packet.

She advised Lennar Representatives were present to answer questions.

Deputy Mayor weeks asked about the garage sizes and if they were block or frame. In response, it was explained that the first floor is block and upper floor is frame.

Councilman Hearn asked about timing. In response, City Manager Whitten explained that the Development agreement still needs to be completed. The RFP stated 16-18 months after they begin.

Councilwoman Koss asked about the applicant. In response, information was shared about the developer, and that they were a national developer. City Manager Whitten expounded on Lennar stating not many builders can do what they can or in the time frame. Not everybody is able or willing to participate. He also talked about the lots that are owned by the housing authority and asked if Lennar could do the same for them. In response, it was stated that they could, and he has spoken with the Housing Authority.

⁴ Exhibit 4 – Lennar Homes

Councilman Goins asked about the possibility of piggy-backing on their development agreement for landscaping at the Center.

A motion was made to have Lennar explore a piggyback contract for landscaping and fencing at the Joe Lee Smith Center, however, Attorney Garganese stated this would be a recommended action not necessarily a motion.

Councilman Hearn asked for point of clarification as to how many spaces would be available for vehicles. He replied the garage is single, but the parking is for two vehicles. He suggested adding a parking lot for overflow.

- * **MOTION by Councilman Goins; Seconded by Deputy Mayor Weeks to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Accept a Bank of America Proposal for lease financing to purchase capital equipment, Approve Resolution 24-108 for a Master Lease Agreement with Bank of America for debt proceeds up to a maximum of \$2,600,000; Approve a Resolution Amending the FY25 Budget BAF # 25-015-A in the Amount of \$309,793 for Critical I.T. Infrastructure; Approval for the City Manager to Execute Documents related to the debt financing; Approval the City Manager's authority to make necessary budgetary changes of debt proceeds and debt payments and equipment costs to correspond to Bank of America's proposal. (24-692). (Finance Director)

Ms. Bowman presented the item and explained the details and history. Deputy Mayor Weeks asked for clarification and asked if it is a lease. Director Bowman replied, explaining how it would work.

- * **MOTION by Mayor Blake; Seconded by Councilman Hearn to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

- 3 Approve First Addendum to Improvement Agreement for Lakes at Cocoa Grove subdivision. (24-708). (City Manager).

City Manager stated this is extending the deadline from December 1st to one year.

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

- 4 Approve a multi-year contract for full-depth pavement reclamation with Asphalt Paving Systems piggy-backing off the Citrus County contract ITB 24-088 in the amount of \$366,565 for Range Road. Approve additional milling and paving from Goodson Paving, Inc. piggy-backing off the Brevard County contract B-6-23-70, in the amount of \$267,908 for Range Road. Approve striping with Fausnight Line and Stripe piggy-backing off the existing Seminole County contract IFB-604562-23 in the amount of \$27,290. Approve BAF 25-011-PT. Authorize the City Manager to sign the related agreements and multi-year contract renewals. Authorize the City Manager to issue the purchase orders. Approve a contingency resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed \$50,000 for a total project cost of \$711,763. (24-620). (Public Works Director).

Ms. Morgan presented the item via PowerPoint.

Councilwoman Koss asked for an explanation on the tests that were done and where. Ms. Morgan replied to the question and explained how they were completed.

City Manager Whitten added that this was put on City Business because this is coming in over what originally projected and how they were funding that. Funding would be moved from one project to another. He stated they would be able to show those details.

- * **MOTION by Mayor Blake; Seconded by Councilman Goins to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

- 5. Approve a Budget Resolution Amending the FY25 Budget, BAF#25-014-A, for FY24 Project Roll and to Shore Up the remaining balances of SLFRF (ARPA)

funds, in the amount of \$121,204. Authorize the City Manager to make any further Budget Transfers regarding SLFRF for the remainder of the year. The SLFRF funds must be obligated by December 31, 2024. (24-700). (Finance Director)

Deputy Mayor Weeks asked for this item to be moved to City Business (from V.4) as she had some questions about the item. Ms. Bowman responded to her questions, explaining the funds and purpose for the changes.

- * **MOTION by Mayor Blake; Seconded by Councilman Goins to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Councilman Goins asked to add this item to City Council Business. He continued that he would like to help the Cocoa HS Varsity Football Team that was going to be in the Championship game and wanted to pay for busses to Miami. He shared a video where Principal Denise Stewart explained the need for funds.

Discussion continued about how to assist with funding and City Manager Whitten stated it could be an opportunity work with other business partners. Council members agreed that Cocoa is known largely because of the football team and would like to assist where possible.

IX. Informational Agenda:

1. Informational Only – The City of Cocoa's Open Board Vacancies. (24-704). (Administrative Services Director)
2. Bi-weekly Report from November 7- December 6, 2024. (24-707). (City Manager)

X. Reports:

Gregg Stoll reported on the TPO's state meeting adding there were a few items that could affect Cocoa. He shared FDOT's report on their projects and estimated completion dates.

Chief Lamm provided his report and Ms. Senger reported on the various local parades and festivities and the economic development event on January 14, 2025. She advised there will be a presentation from Brightline to talk about businesses surrounding a train station.

Ms. Morgan spoke about traffic calming and gave an informational presentation on proposed traffic devices, raised crosswalks, LED solar stop signs and speed cushions, as well as the proposed locations. She also provided an update on the reopening of Fiske and Broadmoor, which would be by the end of next week.

City Manager Whitten reported on Brightline and the City's grant request.

Mayor Blake asked about the food drive and discussed the Florida League of Cities Dinner hosted at the Cocoa Civic Center and shared information from the speakers.

Councilman Goins gave his report and shared events he attended, and Deputy Mayor Weeks gave her report on the events she attended.

City Manager Whitten reminded Council of the City's financial contribution to the widening of SR524.

Councilwoman Koss gave her report and asked Ms. Morgan about a particular area north of Dixon. She also reported that Orchid Lake was having their grand opening on Friday. She shared her experience from the recent conference she attended.

Councilman Hearn gave his report on the recent conference he attended stating it was well done and informative.

Mayor Blake would like to invite Tyler Sirois to a meeting for a legislative update. He also mentioned meeting with waste management prior to the start of the new year.

XI. Adjournment:

- * MOTION by Deputy Mayor Weeks; Seconded by Councilman Hearn to adjourn the Regular meeting of December 10, 2024.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:41 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk
(Transcribed by Lori Chabot, Recording Secretary)

CITY COUNCIL MEETING

DECEMBER 10, 2024



COCOA
FLORIDA



24-695: ORD 11-2024

ZONING TEXT AMENDMENT

COCOA
FLORIDA



Consideration on **SECOND READING** of a Land Development Code Amendment to Appendix A, Article XI, Sections 4a and 22 of the Zoning Ordinance of the City of Cocoa.

- **1)** to allow for optional **Neighborhood Commercial**, and **public parking** on limited properties to support the commercial uses
- **2)** amend the **List of Permitted Uses and Structures**
- **3)** amend **Building Types permitted** on certain properties authorized for Neighborhood Commercial and Mixed-Use, & updating **Building Types Table**
- **4)** amending the **Lot Regulations** & **Setbacks** for residential lots

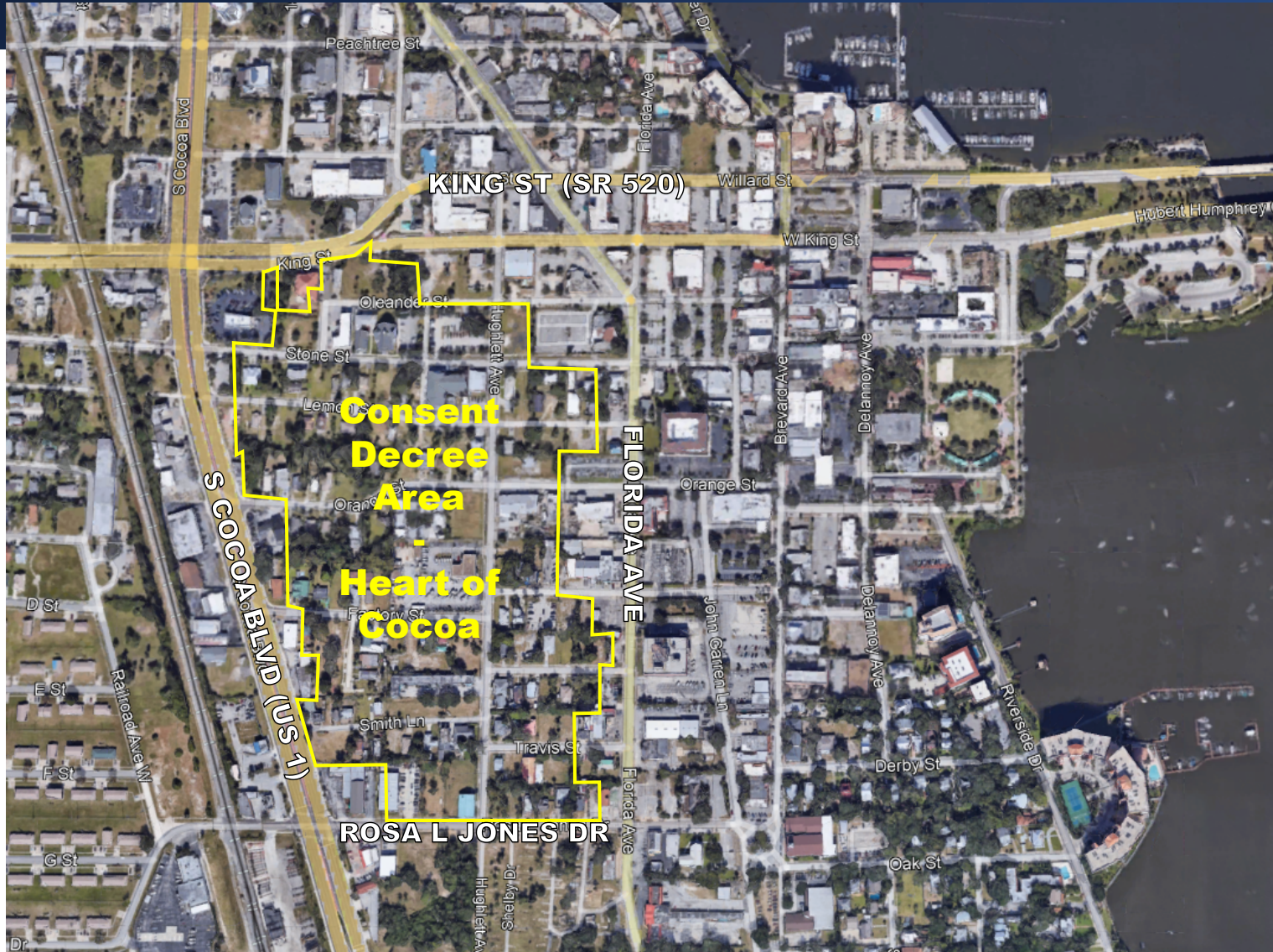
-PURPOSE-

**Ensure Consistency with the Substitute Consent Decree
to facilitate the development of attainable / affordable
housing on existing lots within the Consent Decree Area**



Zoning Text Amendment Location Map

COCOA
FLORIDA



The Consent Decree Area Boundaries

North: King St

West: S Cocoa Blvd

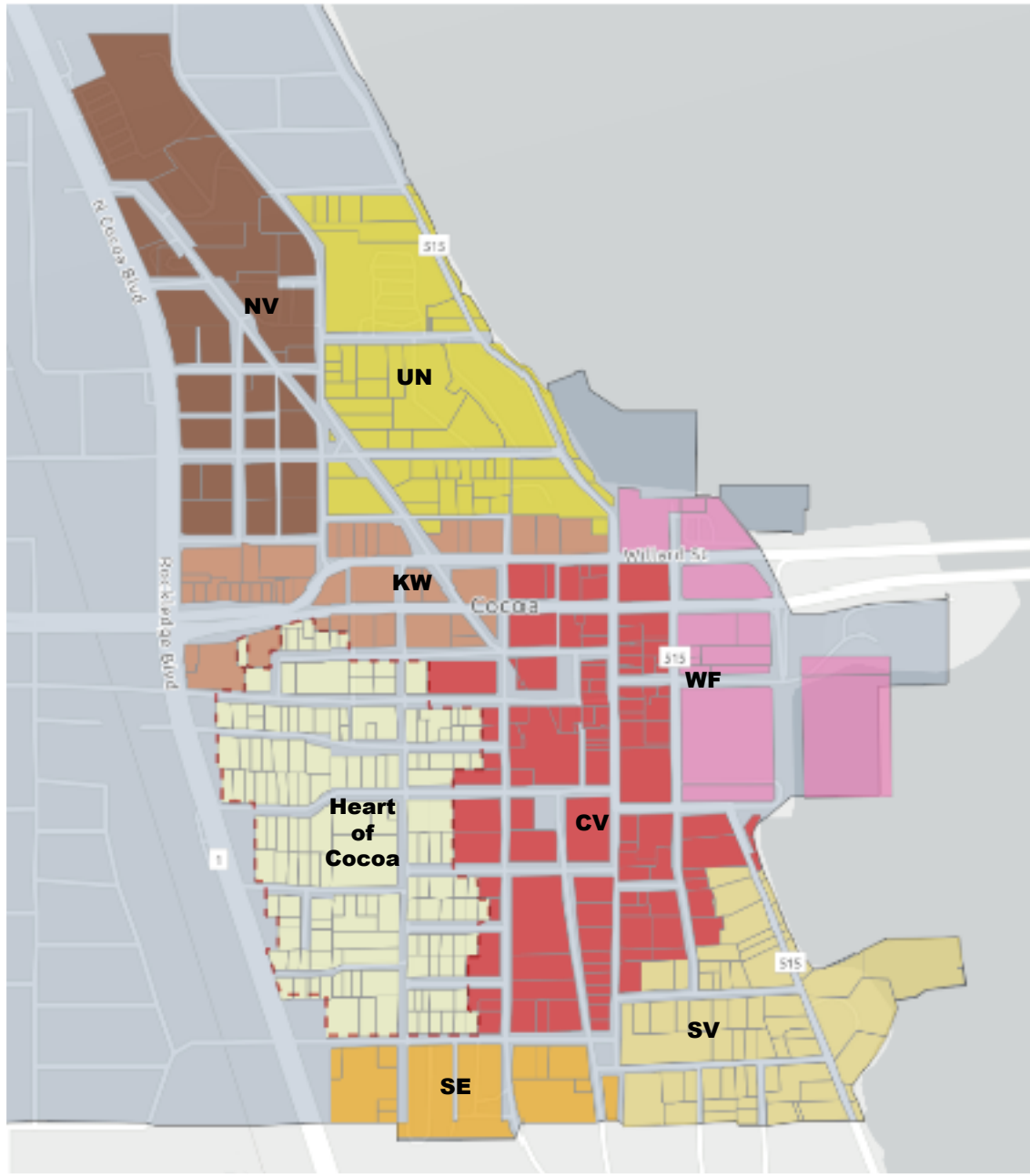
South: Rosa L Jones Blvd

East: Florida Ave



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

Zoning Text Amendment District Map



Cocoa Waterfront Districts

-  Cocoa Village (CV)
-  Heart of Cocoa (HC)
-  King/Willard Corridor (KW)
-  Uptown Neighborhood (UN)
-  South of the Village (SV)
-  South End (SE)
-  Waterfront (WF)
-  North of Village (NV)

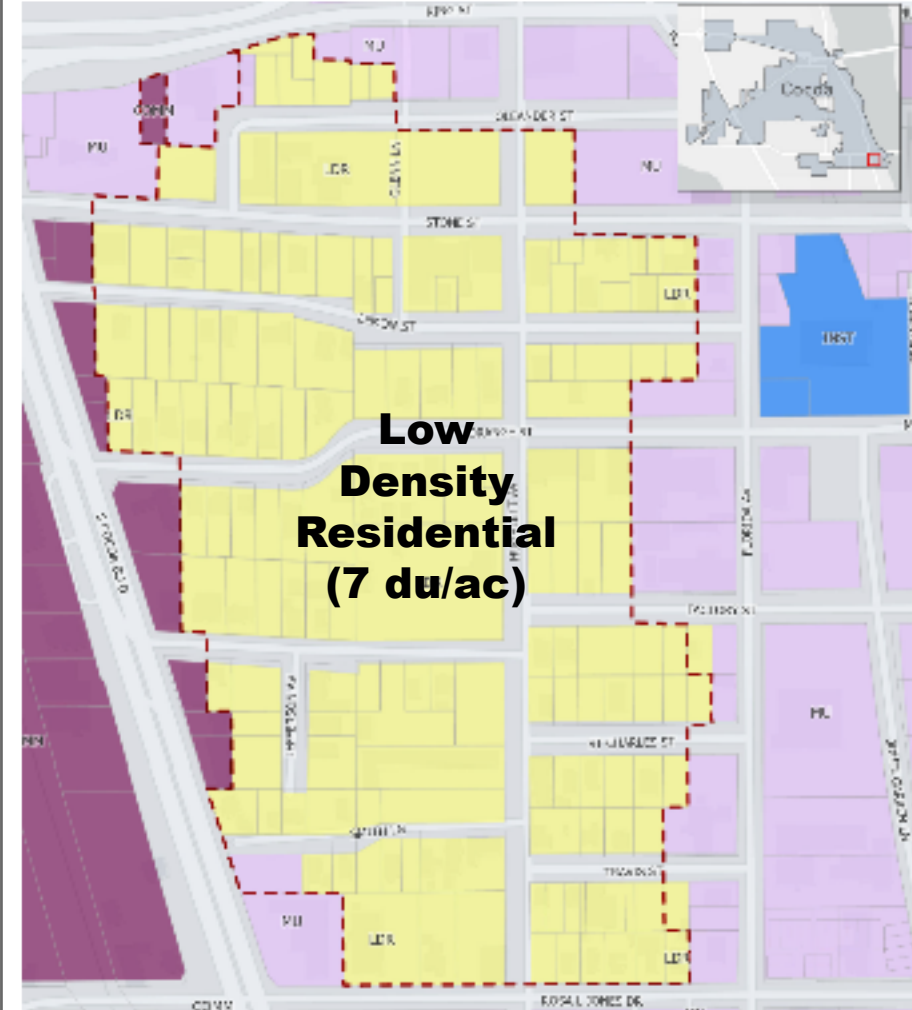
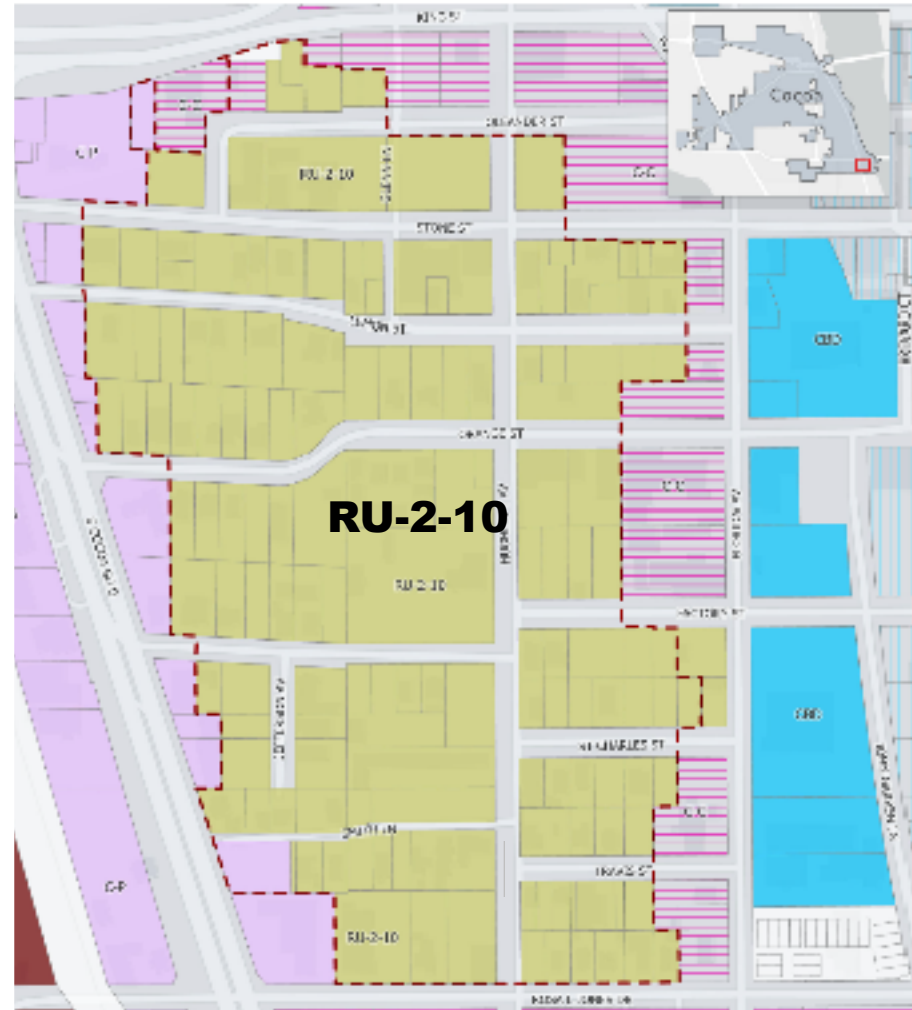
Cocoa City Boundary



The Consent Decree Area, aka the **Heart of Cocoa** is a Sub-District of the Cocoa Waterfront Overlay District and the Cocoa CRA.

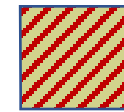
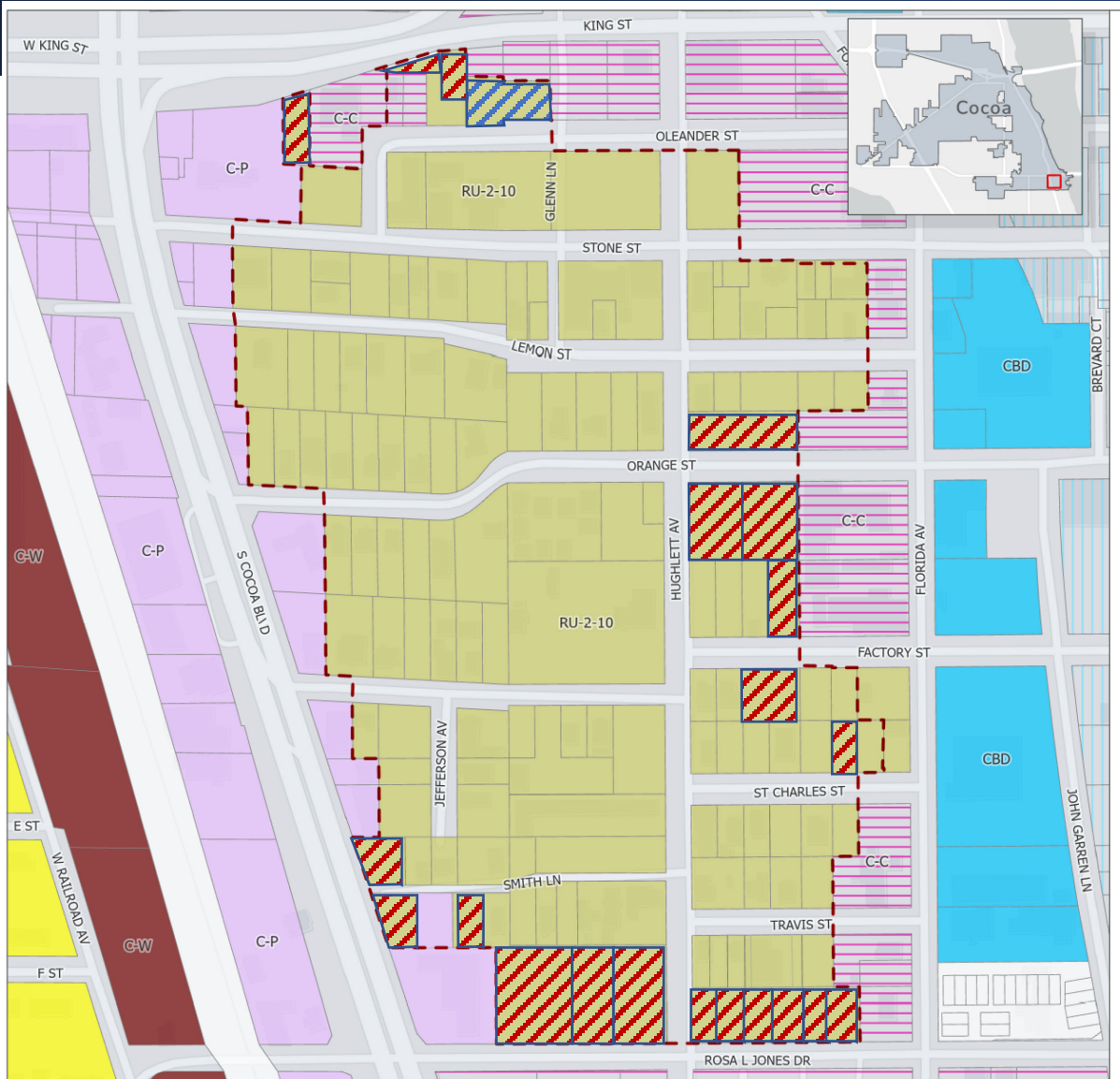
Zoning Text Amendment Zoning & FLU Map

COCOA
FLORIDA



Zoning Text Amendment RU-2-10: Permitted Uses

COCOA
FLORIDA

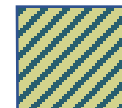


Optional Neighborhood Commercial

- (a) Professional services/office.
- (b) Gym and Fitness Facilities, if less than 7500 square feet.
- (c) Personal service establishments, beauty, barber, laundry, dry cleaning, tailor shops and similar uses.
- (d) Restaurants.
- (e) Retail stores (except automotive) with no outside storage.
- (f) Medical and dental clinics.
- (g) Animal clinics

- Child care centers and daycare facilities have been added as an allowable use by Special Exception

(electronic communication/transmission facilities and exchanges will no longer be a permitted use in the RU-2-10 district)



Parking

Zoning Text Amendment

Sec. 22: Building Types

COCOA
FLORIDA



CS

COMMERCIAL/
MIXED-USE - SMALL



EXAMPLE

SC

SINGLE STORY
COMMERCIAL



EXAMPLE

Zoning Text Amendment

RU-2-10: Technical Amendments

COCOA
FLORIDA



Current

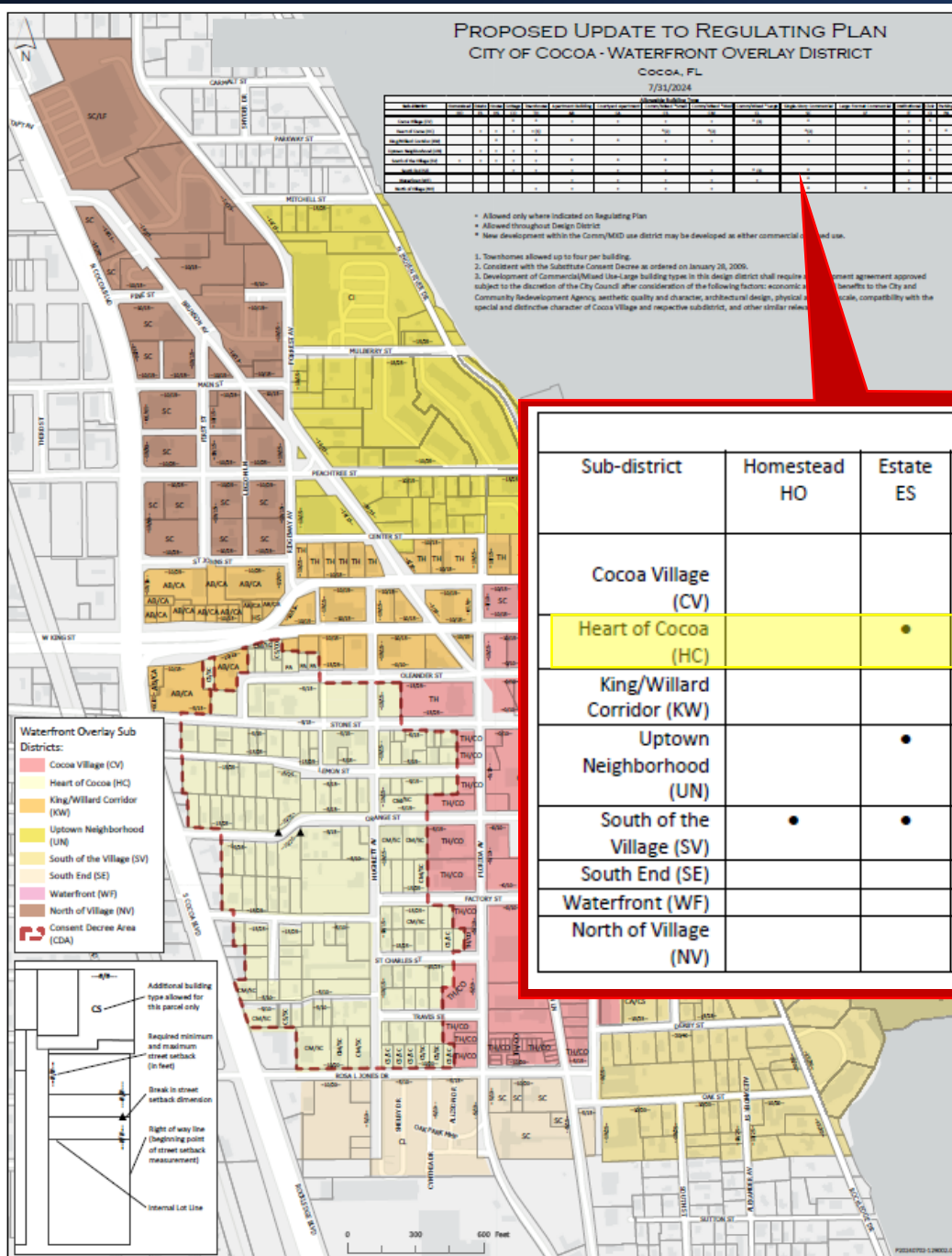
(E) BULK REGULATIONS.

Minimum Lot Area *	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Maximum Height
	<i>Single Family or Duplex</i>			
5,000 sq. ft.	50 ft.	100 ft.	40%	35 ft.
	<i>Triplex</i>			
7,500 sq. ft.	50 ft.	100 ft.	40%	35 ft.
	<i>Fourplex</i>			
10,000 sq. ft.	100 ft.	100 ft.	40%	35 ft.

Revised

(E) BULK REGULATIONS.

Bulk regulations related to minimum lot area, minimum lot width, lot coverage, and maximum height shall be determined by referring to Appendix A, Zoning, Article XI, Section 22, Cocoa Waterfront Overlay District and the Regulating Plan therein. Such bulk regulations may vary based on the street location and building type selected. The maximum density shall be determined by referring to the Future Land Use Element of the City of Cocoa Comprehensive Plan.



**PROPOSED UPDATE TO REGULATING PLAN
CITY OF COCOA - WATERFRONT OVERLAY DISTRICT**
Cocoa, FL
7/31/2024

Allowable Building Type

Sub-district	Homestead HO	Estate ES	House HS	Cottage CO	Townhouse TH	Apartment Building AB	Courtyard Apartment CA	Comm/Mixed *Small CS	Comm/Mixed "Med CM	Single-Story Commercial SC	Parking
Cocoa Village (CV)				○	○	●	●	●	●	○	
Heart of Cocoa (HC)		●	●	●	●(1)	●(1)	●(1)	○(2)	○(2)	○(2)	○
King/Willard Corridor (KW)			○		○	○	○	●	●	●	
Uptown Neighborhood (UN)		●	●	●	●						
South of the Village (SV)	●	●	●	●	●	○	○	○			
South End (SE)				●	●	●	●	●	●	○	
Waterfront (WF)						●	●	●	●	○	
North of Village (NV)					●	●	●	●	●	○	

Notes:
 1. Townhomes allowed up to four per building.
 2. Consistent with the Substantive Consent Decree as ordered on January 26, 2009.
 3. Development of Commercial/Mixed Use Large building types in this design district shall require a development agreement approved subject to the discretion of the City Council after consideration of the following factors: economic benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical appearance, compatibility with the special and distinctive character of Cocoa Village and respective subdistrict, and other similar relevant factors.



Allowable Building Type

Sub-district	Homestead HO	Estate ES	House HS	Cottage CO	Townhouse TH	Apartment Building AB	Courtyard Apartment CA	Comm/Mixed *Small CS	Comm/Mixed "Med CM	Single-Story Commercial SC	Parking
Cocoa Village (CV)				○	○	●	●	●	●	○	
Heart of Cocoa (HC)		●	●	●	●(1)	●(1)	●(1)	○(2)	○(2)	○(2)	○
King/Willard Corridor (KW)			○		○	○	○	●	●	●	
Uptown Neighborhood (UN)		●	●	●	●						
South of the Village (SV)	●	●	●	●	●	○	○	○			
South End (SE)				●	●	●	●	●	●	○	
Waterfront (WF)						●	●	●	●	○	
North of Village (NV)					●	●	●	●	●	○	

Zoning Text Amendment

Sec. 22: Building Types – House

COCOA
FLORIDA



Example Residential Building Type from Regulating Plan

HS

HOUSE



EXAMPLE

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	40	70
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	4,000	8,400
D - Lot Coverage (%)	--	30
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	MIN	MAX
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	5	--
G - Rear Setback (ft)	20 10	--
H - Frontage Buildout (%)	60	80
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	MIN	MAX
M - Principal Building (st)	1	3
N - Accessory Structure(s) (ft)	--	24

Zoning Text Amendment

RU-2-10: Comprehensive Plan Analysis

COCOA
FLORIDA



- **The proposed ordinance is consistent with the Objectives of the City of Cocoa Comprehensive Plan with regard to:**
 - **Objective 1.1.1 Future Land Use Categories,**
 - **Objective 1.1.4 Redevelopment,**
 - **Objective 1.1.5 Neighborhood Protection,**
 - **Objective 1.1.9 Sustainability/Energy Efficiency,**
 - **Objective 1.2.1 Smart Growth Principles,**
 - **Objective 3.7.5 Community Revitalization**

Zoning Text Amendment Recommended Action

COCOA
FLORIDA



- The Planning and Zoning Board unanimously approved this item on August 7, 2024.
- City Council Approved the **First Reading** of this item on August 27, 2024.
- Staff recommends that the City Council **APPROVE on SECOND READING**, this proposed Land Development Code Amendment to Appendix A, Article XI, Sections 4a and 22 of the Zoning Ordinance of the City of Cocoa to allow for neighborhood commercial, mixed use development, and public parking on certain very limited properties within the Consent Decree Area, also known as the Heart of Cocoa, consistent with the Substitute Consent Decree, and amending the list of permitted and special exception uses, and the building types permitted for those certain properties authorized for neighborhood commercial and mixed-use development within the Heart of Cocoa subdistrict of the Cocoa Waterfront Overlay.

THANK YOU
~ ~ ~
QUESTIONS?

COCOA
FLORIDA





COCOA
FLORIDA

City Council Meeting

December 10, 2024



C-G Zoning District

Zoning Text Amendment



COCOA
FLORIDA



Request

Land Development Code Text Amendment

COCOA
FLORIDA



- Consideration of a Land Development Code Text Amendment to Appendix A, Article XI, Section 12 of the Code of Ordinances
- The applicants original request was to include Major Recreation Equipment to the list of permitted uses in the C-G Zoning District.
- Staff recommends to include Major Recreational Equipment Sales and Rentals, limited types of Commercial Vehicles and Heavy Equipment Sales and Rentals with Conditions.

ZONING ORDINANCE AMENDMENT
APPLICATION (TEXT ONLY)

Community Services Department
Planning and Zoning Division
95 State Street
Cocoa, Florida 32922

Phone: (321) 433-8838
Fax: (321) 433-8843
Web: <http://www.cocoafl.org>

This form is divided into steps, which will help you prepare your application, provide supplemental data, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with staff is **strongly** recommended.

Please TYPE or PRINT this application neatly.

1. Request: _____

2. Applicable City Code Sections: _____

3. Applicant Information: _____

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____

Phone #: _____ State: _____ Zip Code: _____

Fax #: _____

Email: _____

Please submit the following items in order to complete the application:

a. ☐ Notarized application.

b. ☐ Application fee. Please make checks payable to the "City of Cocoa" and submit payment **ONLINE** to the Community Services Department. Public read money and legal advertising fees must also be paid a few months after application is submitted. See Schedule of Fees, Charges and Expenses for applicable fees.

c. ☐ Corporate documents. If the applicant is representing a company, articles of incorporation which show the applicant is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sos.state.fl.us/corpweb/inquiry/search.html>).

d. ☐ Additional information. Submit any information that may be helpful in understanding the request. This may include, but is not limited to, detailed narrative text, examples, photos, sketches, elevations, and letters.

Page 1 of 4

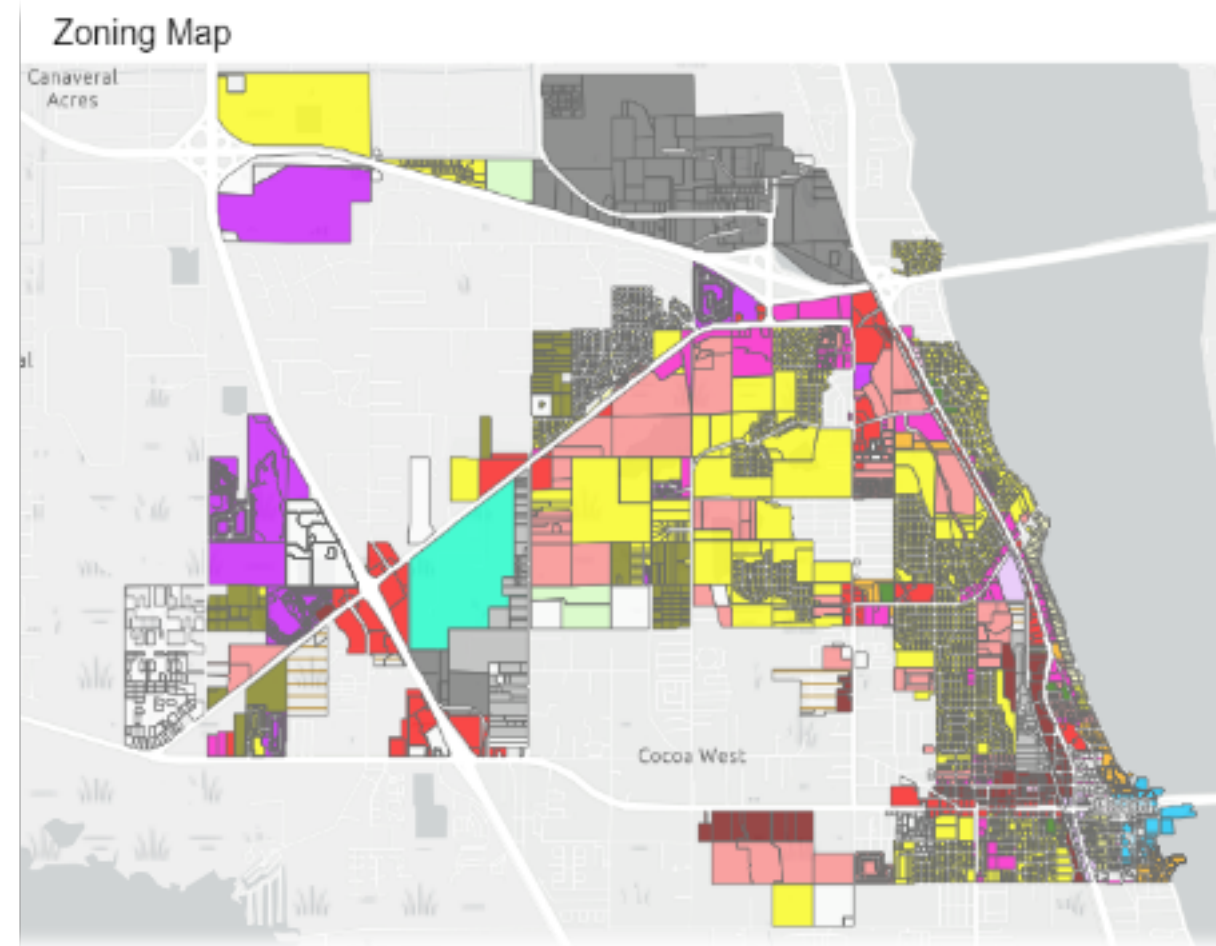
Request

Land Development Code Text Amendment

COCOA
FLORIDA



- The current C-G zoning category is intended to be developed as a major commercial center serving the commercial needs of the community.
- Promote the protection of adjacent residential and other noncommercial uses, minimize the interruption traffic along adjacent thoroughfares.



Request

Land Development Code Text Amendment

COCOA
FLORIDA



- Staff believes that Major Recreational Equipment, and specifically Commercial Vehicles and Heavy Equipment, warrants its own subsection with conditions.
- The proposed change is specific to sales and rentals of equipment and vehicles and includes 5 conditions to further protect the health, safety, and welfare of the community.



Zoning Text Request

Staff recommends including the following text under Section 12 of C-G Zoning district:

- “New and used major recreational equipment sales and/or rentals with accessory uses and certain new and used commercial vehicles and heavy equipment sales and/or rentals with accessory uses, which shall be limited to the sale and rental of enclosed and unenclosed utility trailers, subject to design standards provided in Appendix A, Article XIII, Section 28 of the City Code and the following additional conditions, which shall take precedence in the event of a conflict with section 28”



Zoning Text Request

- Staff recommends including the following conditions as part of under Section 12 of C-G Zoning district:
 - a) Parking of major recreational equipment and unenclosed utility trailers forward of the front building line of the principal structure shall be limited to one (1) vehicle for each 30 lineal feet of street frontage. Unenclosed utility trailers parked forward of the front building line of the principal structure shall not exceed sixteen (16) feet in length. Such parking spaces shall be shown and identified on the scaled drawing depicting display and/or sales areas that shall be filed with the Community Services Director or the Planning and Zoning Division in accordance with appendix A, article XIII, section 28. If major recreational equipment and unenclosed utility trailers are parked forward of the front building line of the principal structure, ornamental fencing set-back a minimum of five (5) feet from the public right-of-way boundary line and a landscaping strip shall be provided as described in appendix A, article XIII, section 28.
 - b) Parking of enclosed utility trailers shall be prohibited forward of the front building line of the principal structure.



Zoning Text Request

- c) Outdoor storage areas located behind the front building line shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least six (6) feet in height or an on-site building. Fencing located in a side or rear yard behind the front building line may include as an alternative to the requirements of Appendix A, Article XIII, Section 5, black vinyl coated chain link fabric, provided the yard does not abut a residentially zoned district, or is a double frontage yard, as defined by the code. Where a side or rear yard abuts a residentially zoned district, the business or use shall conform with the requirements of Appendix A, Article XIII, Section 5(F).
- d) Major recreational equipment and utility trailers shall not be elevated or located on nonmoving single automotive vehicle display structures.
- e) Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.
- f) Major recreation equipment permitted under this section shall not be used as a living quarters.



Zoning Text Request

- Due to the geographic location and proximity to transportation corridors and public view, the proposed change is consistent with the intent of the C-G district.
 - Surrounding properties with C-G include automotive vehicles and agricultural equipment sales, storage garages, and automobile laundry or quick wash services.
- An amendment to the code would broaden the uses for commercial services to the community.
- Providing design standards will create uniformity and a sense of aesthetics with consideration to adjacent residential and other noncommercial uses.



Comprehensive Plan Consistency

- The future land use category is Commercial, and is intended to support various retail, personal, and professional uses with direct access from a four-lane collector or two-lane arterial.
 - Policy 1.2.1.7: The newly added design standards will emphasize aesthetics while promoting a sense of place, especially at the street level.
 - Policy 1.1.4: Encourages the redevelopment of areas where vacant, dilapidated, or substandard properties currently exist.



Planning and Zoning Board

- The Planning & Zoning Board unanimously recommended APPROVAL to the City Council of the requested Land Development Code Amendment to Appendix A, Article XI, Section 12 of the Zoning Ordinance of the City of Cocoa to add major recreational equipment sales and rentals and limited commercial vehicles and heavy equipment sales and rentals to the list of permitted uses in the C-G zoning district and to provide design standards for major recreational equipment sales and/or rentals in the C-G zoning district.

C-G Text Amendment

Staff Recommendation

COCOA
FLORIDA



- Staff recommends that the City Council APPROVE the proposed Land Development Code Amendment to Appendix A, Article XI, Section 12 of the Zoning Ordinance of the City of Cocoa to add major recreational equipment sales and rentals and limited commercial vehicles and heavy equipment sales and rentals to the list of permitted uses in the C-G zoning district and to provide design standards for major recreational equipment sales and/or rentals in the C-G zoning district.

CITY COUNCIL MEETING

DECEMBER 10, 2024



COCOA
FLORIDA



ORD 15-2024

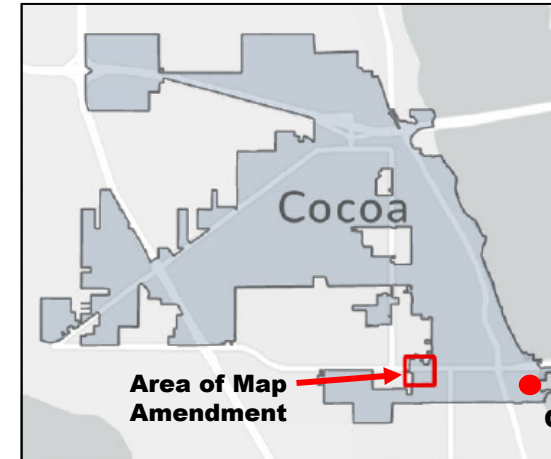
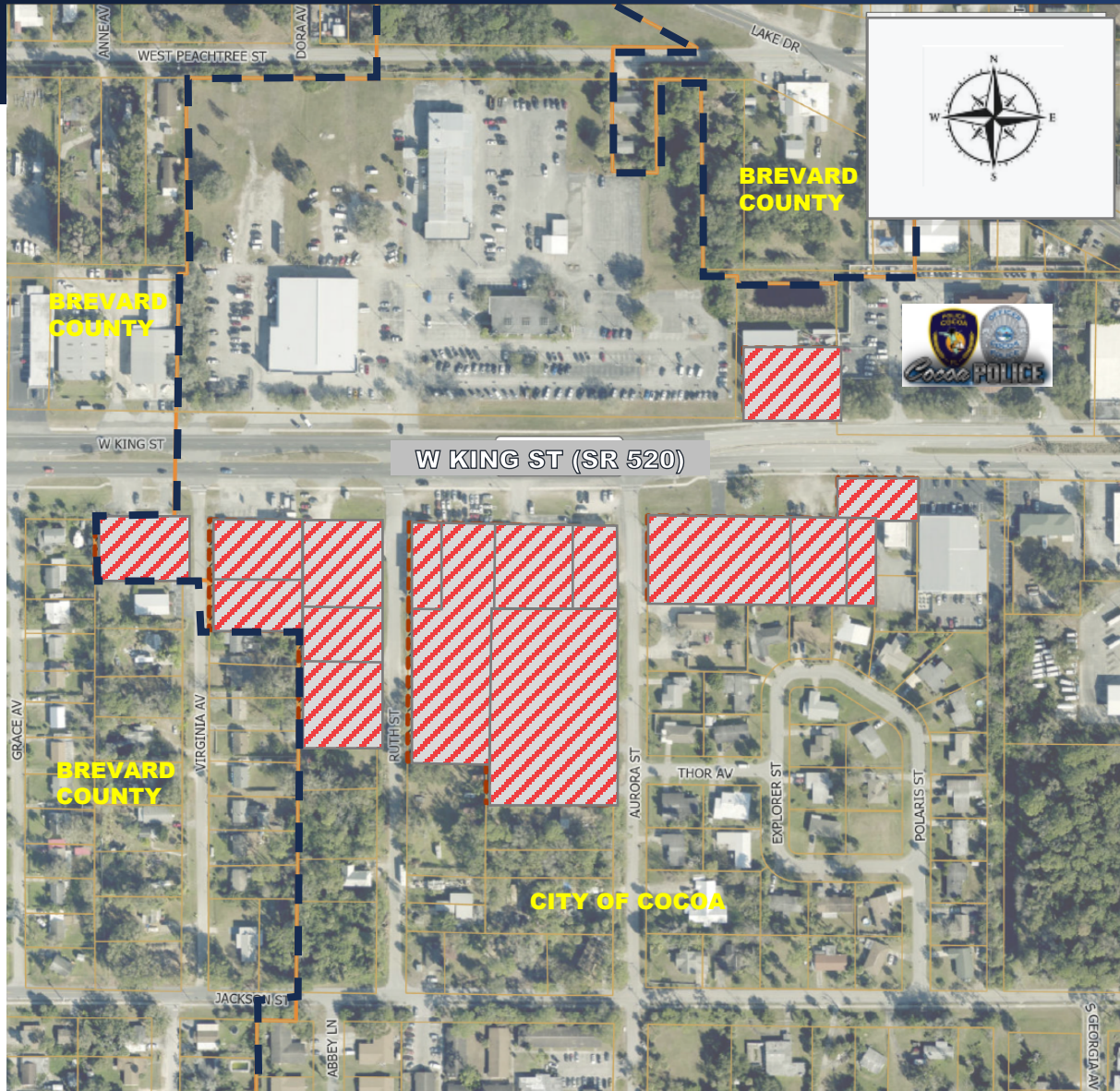
PINE GROVE PARK COMMERCIAL

ZONING MAP AMENDMENT



Pine Grove Park ZMA Location Map

COCOA
FLORIDA



- 16 parcels
- 8.36 ac +/-

Request to Rezone

Prior County
Zoning

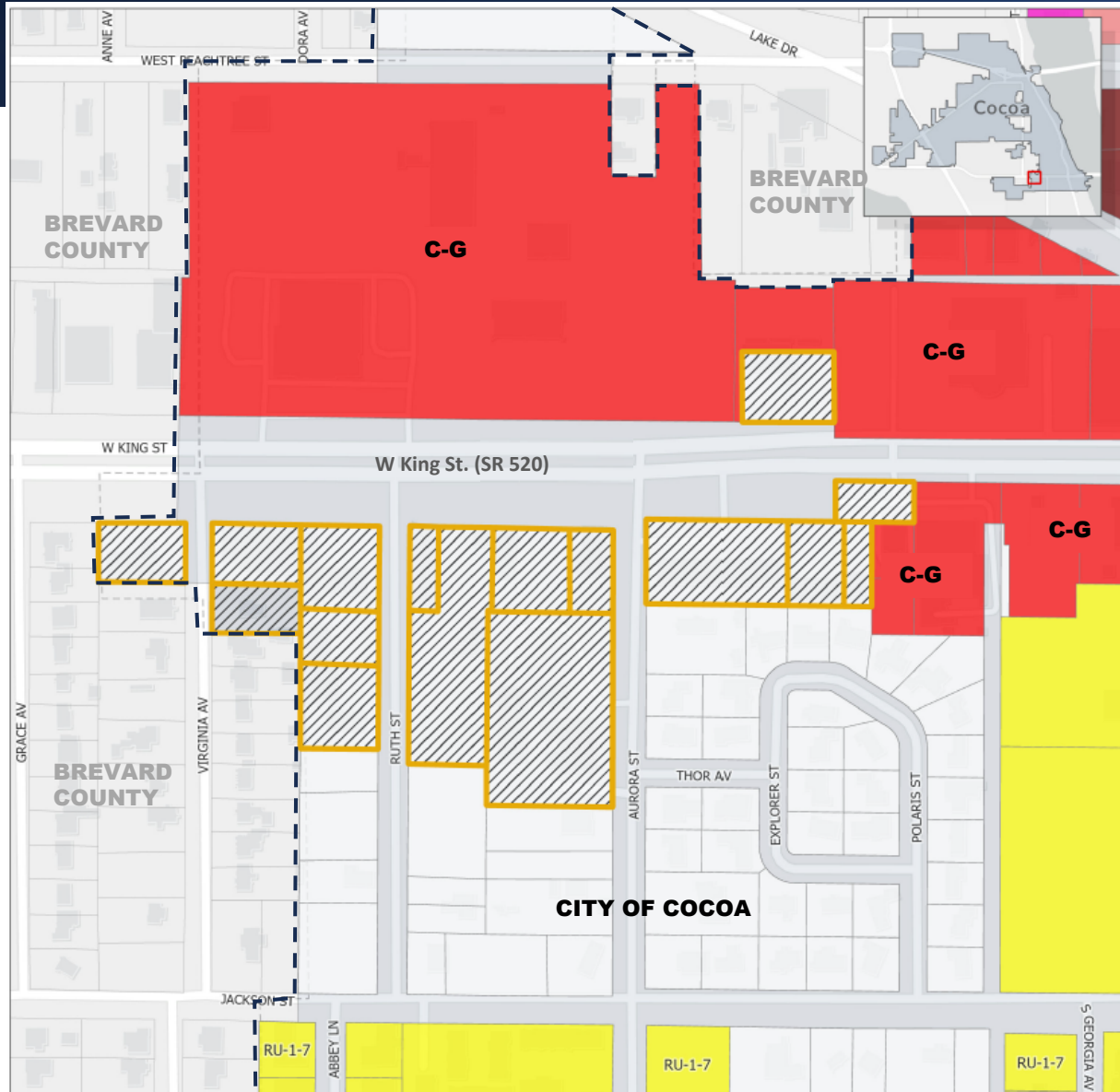


C-G
Commercial
General

Pine Grove Park ZMA

Background: Current Zoning Map

COCOA
FLORIDA



MAP LEGEND:

- Brevard County Zoning
- Cocoa Zoning**
 - RU-1-7 - Single-Family Residential
 - C-G - General Commercial
 - C-W - Wholesale Commercial
 - Zoning Not Assigned
 - Parcels
 - Cocoa City Boundary

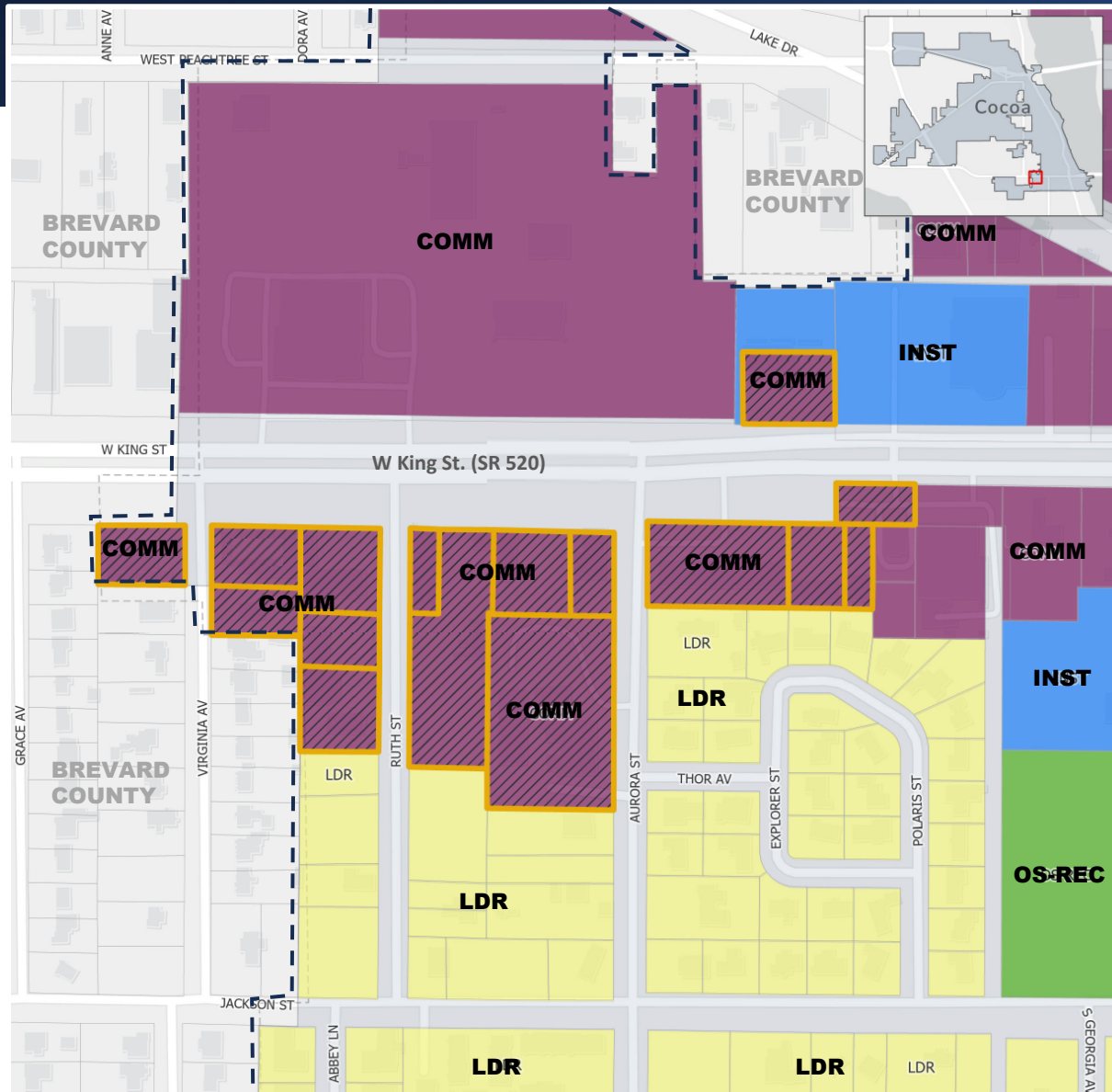
**Parcels annexed in
2004 and 2006**

15 in 2004

1 in 2006

Pine Grove Park ZMA Background: FLU Map

COCOA
FLORIDA



MAP LEGEND:

- Subject Parcels
- Future Land Use
 - Low Density Residential
 - Commercial
 - Institutional
 - Recreation/Open Space
- Parcels
- Cocoa City Boundary

**Area was assigned a
Future Land Use of
Commercial or
COMM**

No zoning assigned.

Pine Grove Park ZMA Background

COCOA
FLORIDA



**Future
Land Use
“FLU”**

VS

Zoning

Guides Growth

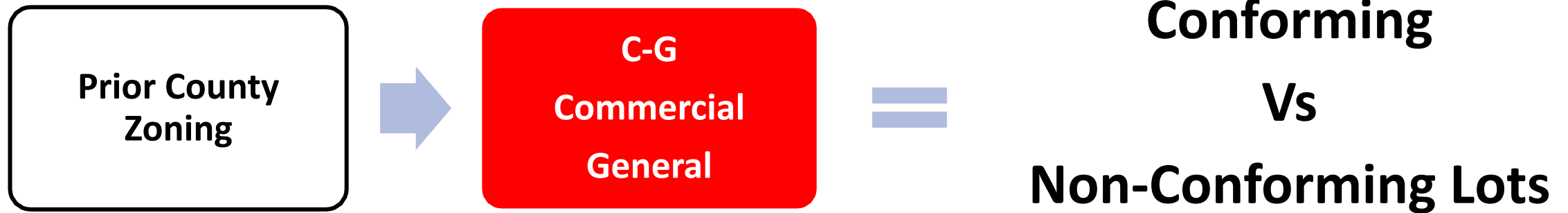
Implements Standards

Pine Grove Park ZMA Analysis

COCOA
FLORIDA



• Brevard County Zoning Comparison and Conformities



Non-Conforming:

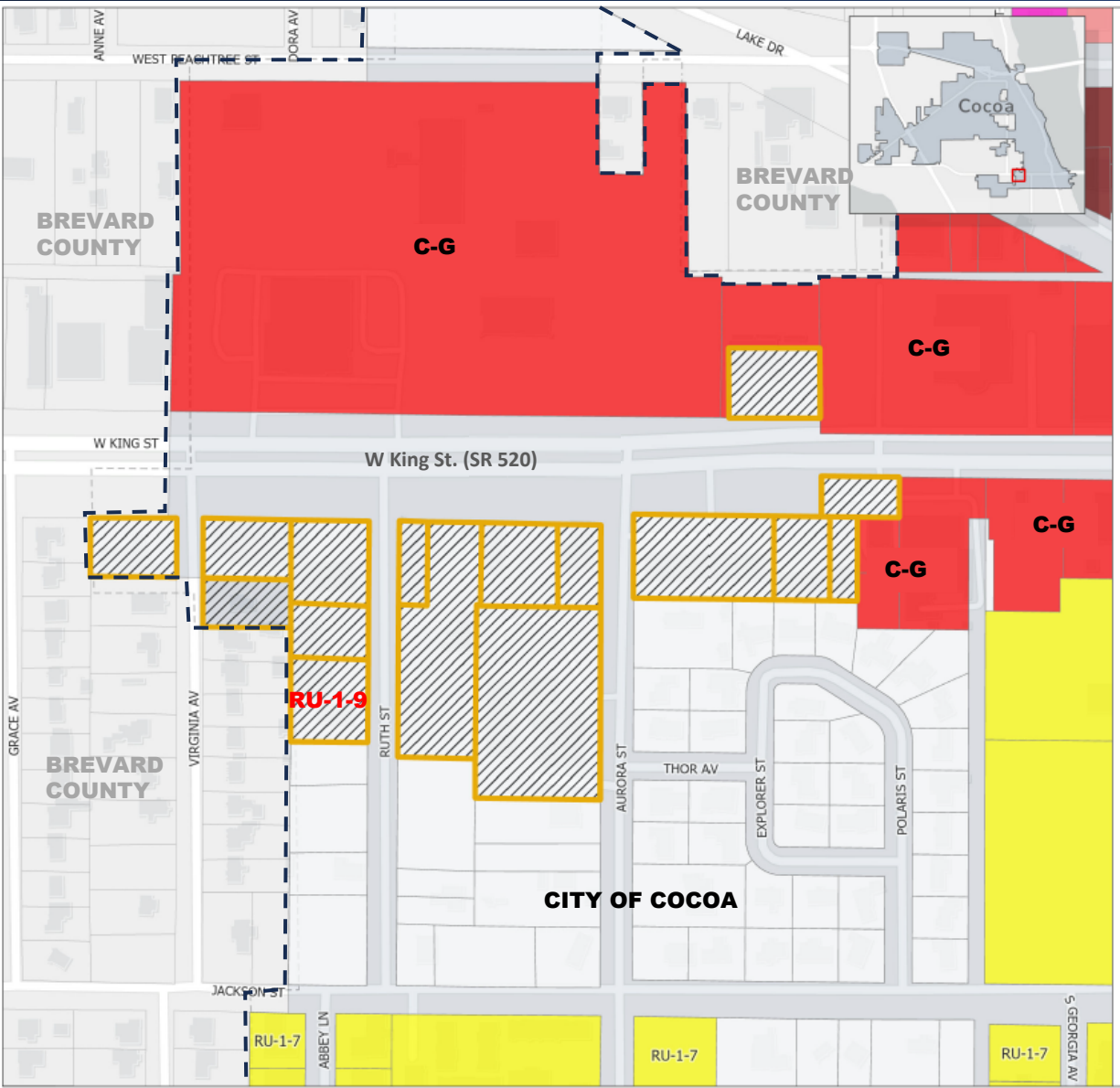
- Legal uses, but don't conform with the zoning regulations of the district in which they're located.
- Allowed to continue until the use is expanded or abandoned
- Must comply with code requirements for screening, safety, parking, etc.

Pine Grove Park ZMA

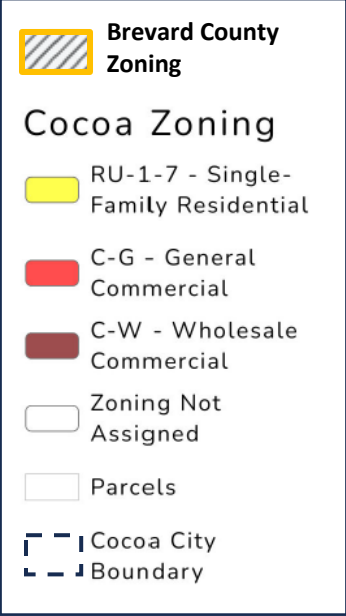
Analysis: Current Property Uses



Pine Grove Park ZMA Analysis: Current Zoning Map



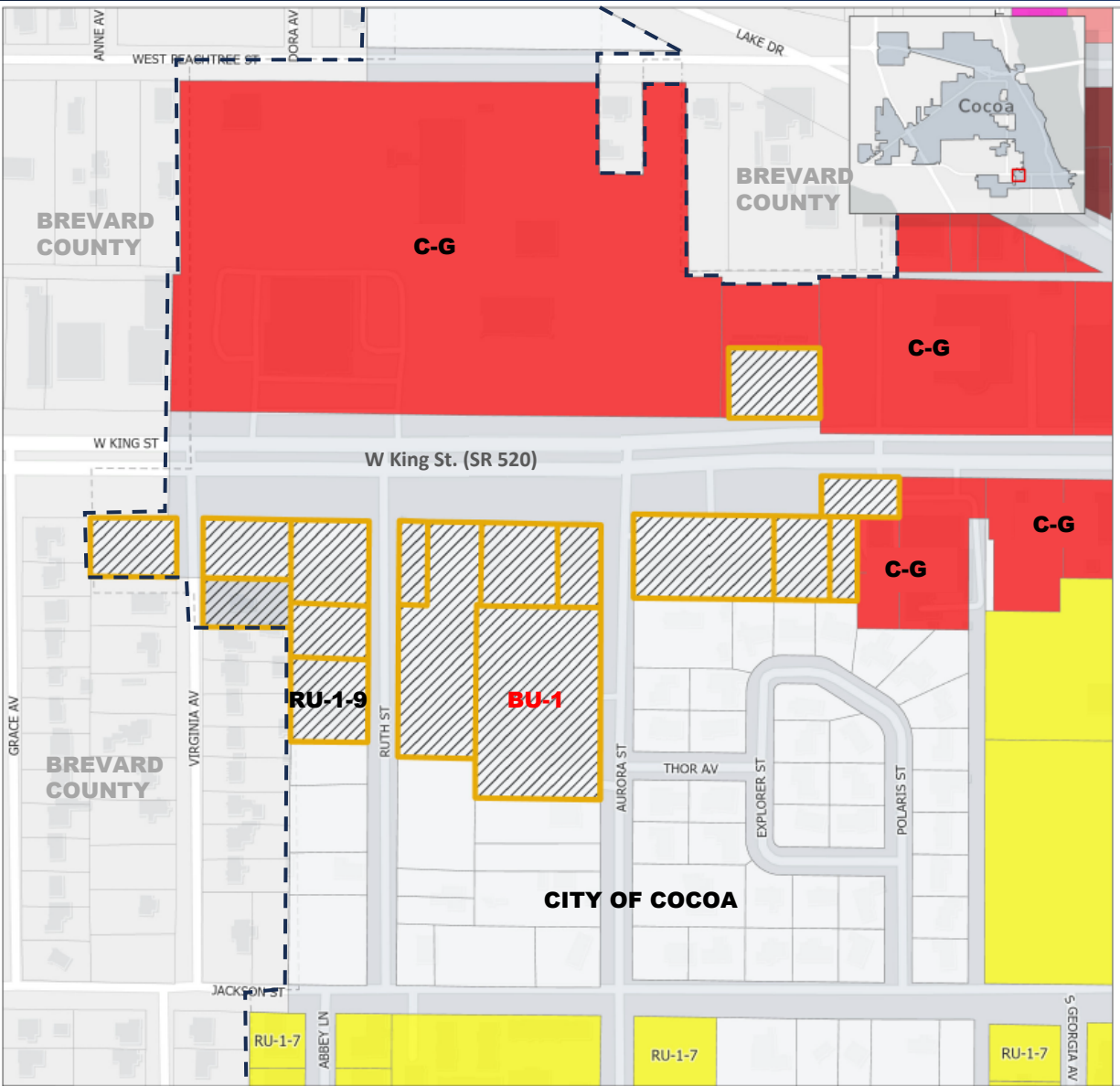
MAP LEGEND:



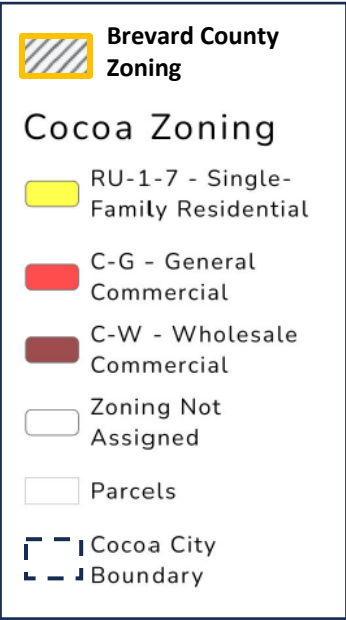
**Parcels annexed in
2004 and 2006,
No zoning assigned.
Prior County Zoning:
RU-1-9: Single-family residential**

Pine Grove Park ZMA Analysis: Current Zoning Map

COCOA
FLORIDA



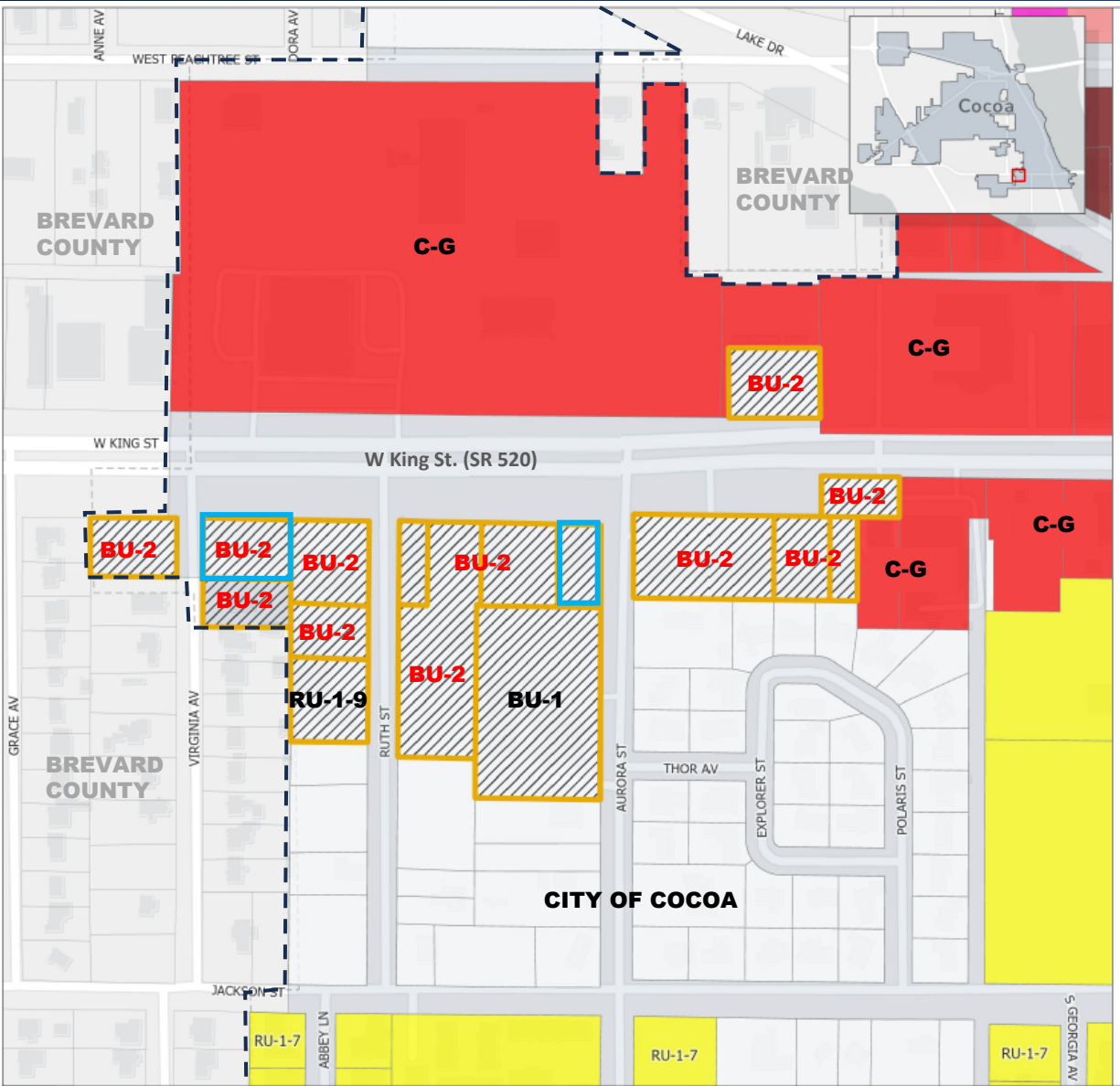
MAP LEGEND:



**Parcels annexed in
2004 and 2006,
No zoning assigned.
Prior County Zoning:**

RU-1-9: Single-family residential
BU-1: General retail commercial

Pine Grove Park ZMA Analysis: Current Zoning Map



MAP LEGEND:

- Brevard County Zoning
- Cocoa Zoning**
 - RU-1-7 - Single-Family Residential
 - C-G - General Commercial
 - C-W - Wholesale Commercial
 - Zoning Not Assigned
 - Parcels
 - Cocoa City Boundary

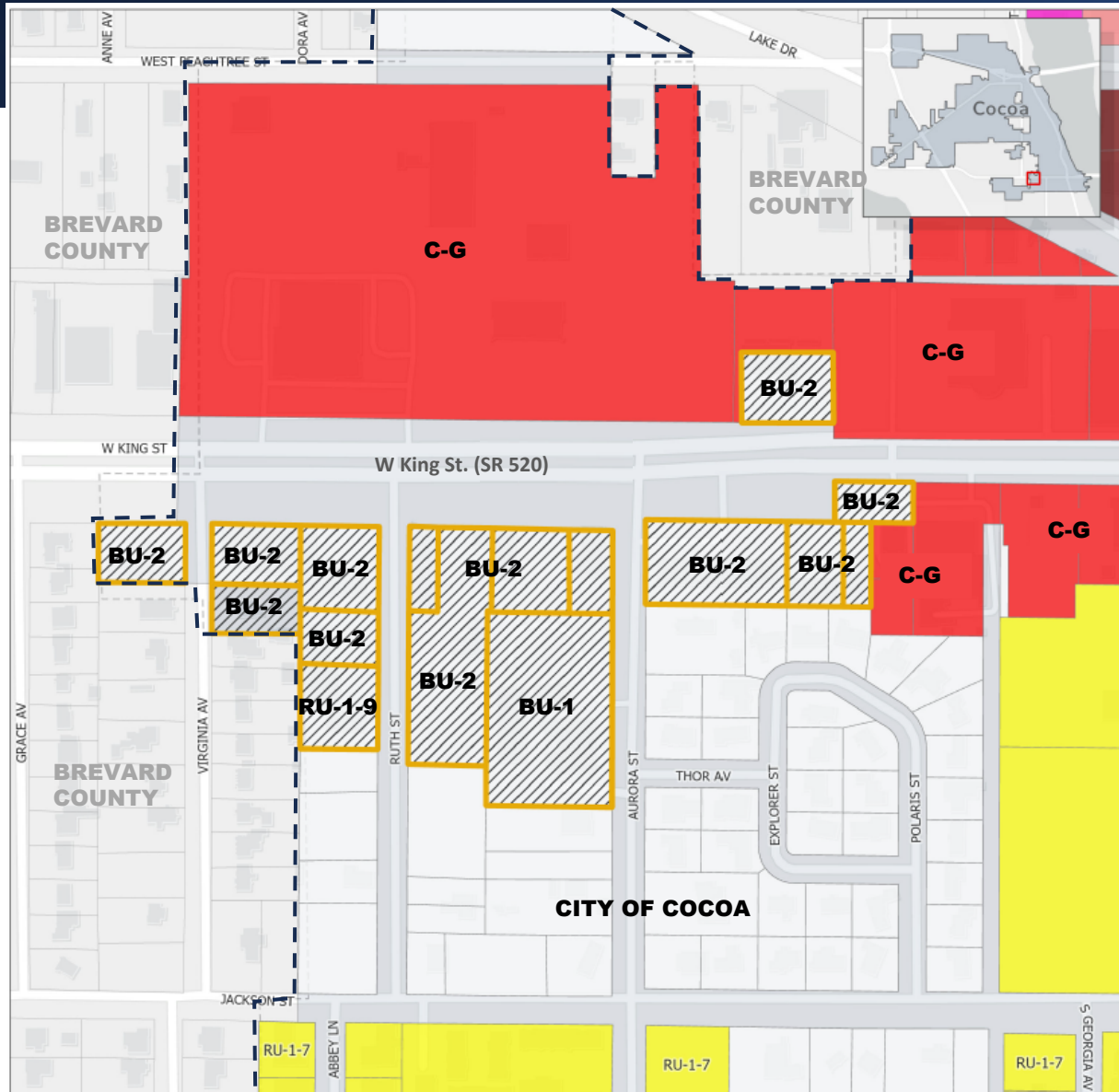
**Parcels annexed in 2004 and 2006,
No zoning assigned.
Prior County Zoning:**

- RU-1-9: Single-family residential
- BU-1: General retail commercial
- BU-2: Retail, warehousing and wholesale commercial

▪ “Legally non-conforming”, but allowed to continue use

Pine Grove Park ZMA Analysis: Current Zoning Map

COCOA
FLORIDA



MAP LEGEND:

- Brevard County Zoning
- Cocoa Zoning
 - RU-1-7 - Single-Family Residential
 - C-G - General Commercial
 - C-W - Wholesale Commercial
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

**Parcels annexed in
2004 and 2006,
No zoning assigned.
Prior County Zoning:**

RU-1-9: Single-family residential

BU-1: General retail commercial

**BU-2: Retail, warehousing and
wholesale commercial**

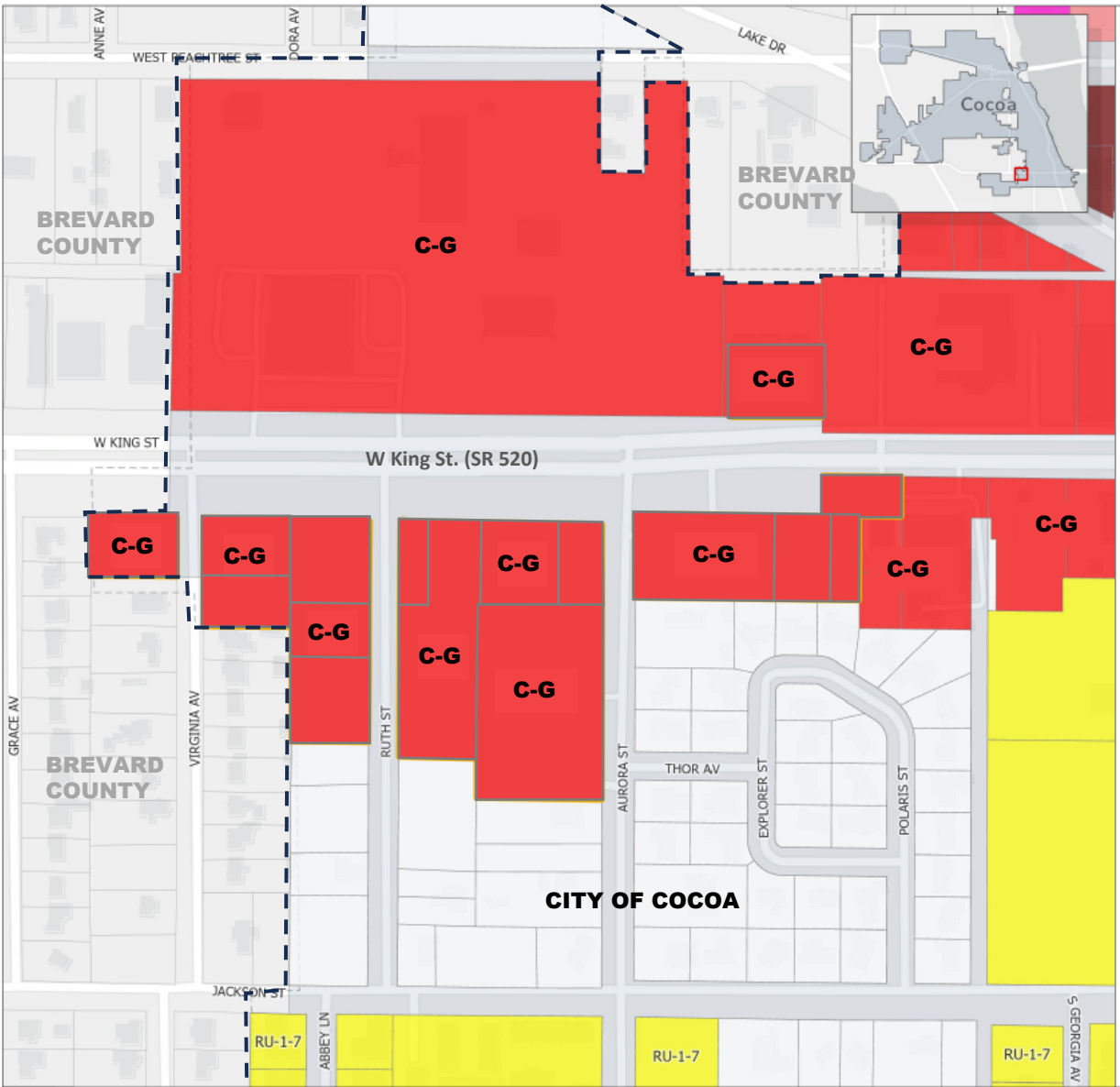
All Businesses:

**Comply with code requirements for screening, parking,
safety, etc.**

Maintain current Business Tax Receipts (BTR)

Pine Grove Park ZMA Analysis: Proposed Zoning Map

COCOA
FLORIDA



MAP LEGEND:

- Area of Zoning Amendment
- Cocoa Zoning
 - RU-1-7 - Single-Family Residential
 - C-G - General Commercial
 - C-W - Wholesale Commercial
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

To be assigned
“General
Commercial”

C-G

per Appendix A, ART
XI, Sec. 12

Pine Grove Park ZMA Analysis

COCOA
FLORIDA



- The Planning & Zoning staff report covers the analysis of the criteria, according to Appendix A of the City of Cocoa, Article XXI, Section 1(G), with regard to impact to land use patterns, school districts, traffic, stormwater, and other utilities and public services.
- Zoning change will not negatively or adversely impact the neighborhood or surroundings.
- Zoning change will not adversely impact property values.
- No further impact is anticipated.

Pine Grove Park ZMA Analysis

COCOA
FLORIDA



- Consistency with the City of Cocoa Comprehensive Plan

Policy 1.1.2.9: Commercial (COMM). Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. Residential uses may also be provided where allowed by the underlying zoning district regulations. The following criteria shall be used for determining appropriate locations for commercial land use designations on the future land use map.

**FIGURE FLU-1
STANDARDS FOR FUTURE
LAND USE CATEGORIES**

	<u>Commercial</u>
Maximum Intensity/ Density	1.0 FAR, 25 du/acre ⁷
Allowable Uses	Commercial, Office, Institutional, Residential ⁸ , and Open Space/Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, PUD
Maximum Impervious Surface Ratio	.90

Pine Grove Park ZMA Recommended Motion

COCOA
FLORIDA



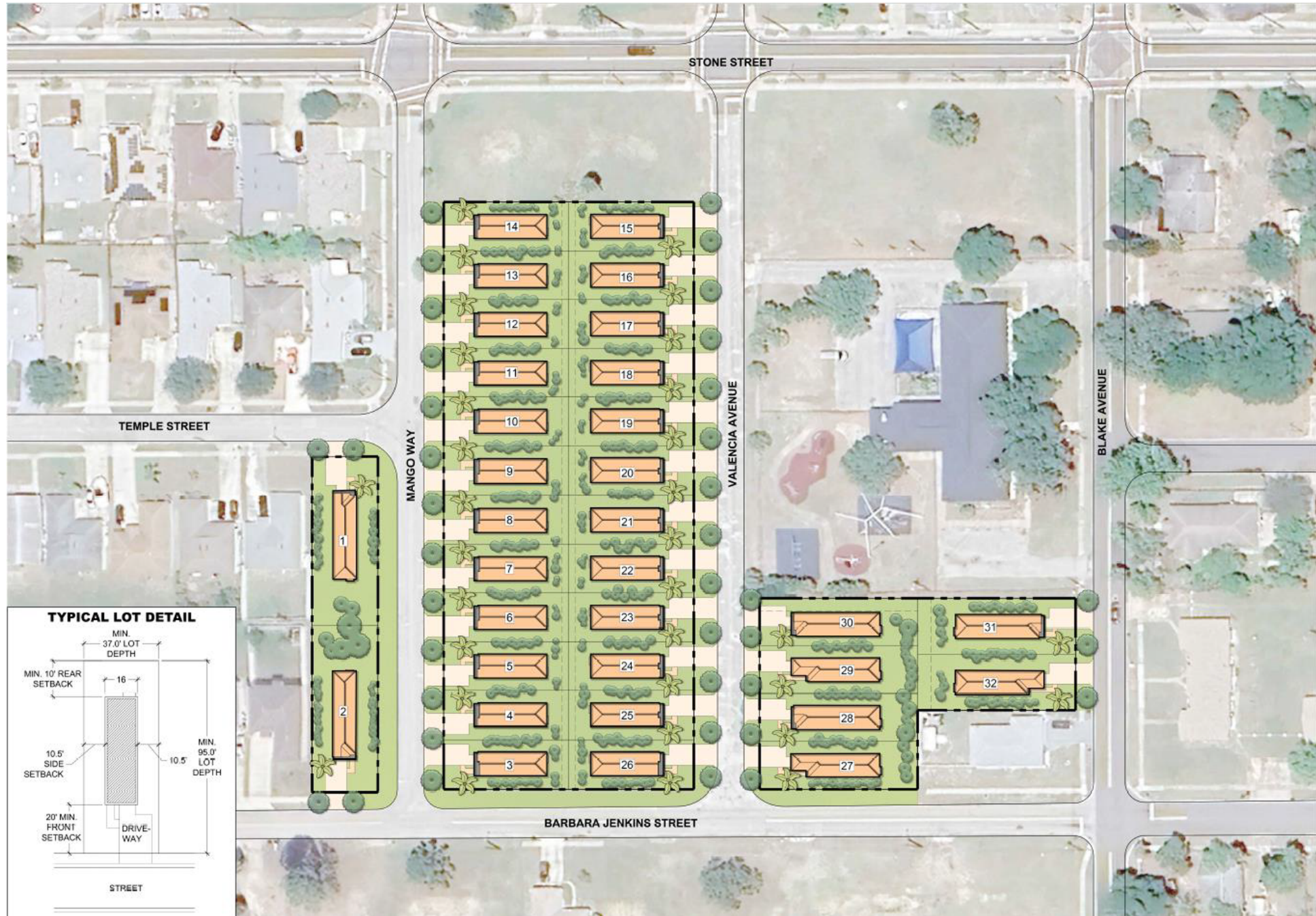
Previous Action: The Planning and Zoning Board unanimously approved Ordinance 15-2024 on December 4, 2024.

Staff requests that the City Council **APPROVE** this first reading of Ordinance No. 15-2024, a Consideration of a City-initiated Ordinance amending the official Zoning Map designation of sixteen (16) parcels of real property, totaling 8.36 acres, more or less, and generally located adjacent to state road 520 near the intersections with Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, from Brevard County Single-Family Residential (RU-1-9), General Retail Commercial (BU-1), and Retail, Warehousing & Wholesale Commercial (BU-2) to City of Cocoa General Commercial (C-G).

THANK YOU
~ ~ ~
QUESTIONS?

COCOA
FLORIDA







-
- Breeze Elevation



- Cypress Elevation



- Element Elevation



CITY COUNCIL AGENDA ITEM

Memo Date: 02/07/2025
Agenda Date: 2/11/2025
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: 922 Crew Presents 2024 Outcomes.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

922 Crew Presents 2024 Outcomes.

CITY COUNCIL AGENDA ITEM

Memo Date: 01/31/2025
Agenda Date: 2/11/2025
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Proclamation: Proclaiming the Month of February, 2025 as "Black History Month".

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Proclamation: Proclaiming the Month of February, 2025 as "Black History Month".



PROCLAMATION

WHEREAS, celebrating Black History Month is an integral part of acknowledging the invaluable contributions and achievements of African Americans throughout history; and

WHEREAS, recognizing Black History Month fosters a greater understanding and appreciation of the struggles, triumphs, and cultural richness of the Black community; and

WHEREAS, history inspires and informs the future, and Black History Month serves as a reminder of the resilience and determination exhibited by individuals who have fought for justice, equality, and civil rights; and

WHEREAS, it is essential to honor the legacies of African American leaders, activists, artists, scholars, and innovators whose impact has shaped our society in profound and lasting ways; and

WHEREAS, by commemorating Black History Month, we reaffirm our commitment to confronting and addressing systemic racism, discrimination, and inequality in all its forms; and

WHEREAS, celebrating the achievements and contributions of African Americans promotes diversity, inclusion, and equity in our communities, workplaces, and educational institutions; and

WHEREAS, Black History Month provides an opportunity for dialogue, reflection, and education about the African American experience and its significance in the broader context of American history;

WHEREAS, it is imperative to recognize and celebrate the cultural heritage, traditions, and resilience of the Black community, both past and present; and

WHEREAS, by acknowledging and honoring Black History Month, we acknowledge the importance of representation and representation of Black voices in all aspects of society.

NOW, THEREFORE, I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby encourage every Cocoa citizen, business, and visitor to join the Mayor, City Council, and staff in celebrating February as:

“Black History Month”

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 11th day of February, 2025.

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: 01/14/2025
Agenda Date: 2/11/2025
Prepared By: Rose Hochreiter, Administrative Assistant
Through: John Walsh, Utilities Director
Requested Action: To Approve Task Order 2025-12 with Carollo Engineers, Inc. Orlando, Florida, in the amount of \$521,039 for PLC (Programmable Logic Controller) Replacements at the Jerry Sellers Water Reclamation Facility. Approve a Project Transfer BAF#25-026 in the Amount of \$91,493 for project WS23ML. Approve a Contingency Resolution for \$52,104 which is 10% of the of the total project.

*****This Item is Confidential per FS 119.0725 and Not for Public Release*****

BACKGROUND:

*****This Item is Confidential per FS 119.0725 and Not for Public Release*****

The Sellers Water Reclamation Facility (WRF) has various Programmable Logic Controls (PLCS) located throughout the plant. that are in need of replacement based upon the investigative report and design completed by Carollo. Staff obtained a quote from Carollo Engineers, Inc. that is \$521,039. The FY25 budget for this project was not sufficient for this cost, so staff is requesting approval of a budget transfer of \$91,493 to provide additional budget for the project. Additionally, staff is requesting approval of a 10% contingency for the project in the amount of \$52,104. A budget resolution is attached. This Task Order is for the replacement of those identified PLCs.

Staff is recommending City Council approval of Task Order 2025-12 with Carollo Engineers, Inc. Orlando, Florida for PLC replacements for the owner selected PLCs based upon their investigation report, approval of BAF #25-026 and approval of a budget contingency for the project in the amount of \$52,104.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
424-4120-536.64.15	(\$91,493) WS24MC
424-4120-536.64.15	\$91,493 WS23ML

Total Budget

424-4120-536.64.15	\$573,144 WS23ML - Inclusive of a 10% Contingency for the project (\$52,104)
--------------------	--

PREVIOUS ACTION:

May 23, 2023 – To Approve the Final Ranking of the Short-Listed Firms for RFQ Q-23-13-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm, Carollo Engineers, Inc.

On January 9, 2024 - To Approve Task Order 2024-07 with Carollo Engineers, Inc., Orlando, Florida, for Design of the PLC Replacements at the Jerry Sellers Water Reclamation Facility.

RECOMMENDED MOTION:

To Approve Task Order 2025-12 with Carollo Engineers, Inc. Orlando, Florida, in the amount of \$521,039 for PLC (Programmable Logic Controller) Replacements at the Jerry Sellers Water Reclamation Facility. Approve a Project Transfer BAF#25-026 in the Amount of \$91,493 for project WS23ML. Approve a Contingency Resolution for \$52,104 which is 10% of the of the total project.

*****This Item is Confidential per FS 119.0725 and Not for Public Release*****

RESOLUTION NO. 2025-006

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 MOTOR AND LOGIC CONTROL PANEL PROJECT, 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 February 11, 2025, the City Council authorized the City Manager to proceed with the Motor and Logic Control Project/Project WS23ML, 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 Motor Control and Logic Panel Project/Project WS23ML, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total \$573,144 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 February 11, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY 2025- 026-PT

SELECT ADJUSTMENT TYPE: Project Transfer

REQUESTING DEPARTMENT #: 41-20

DATE PREPARED: 1/14/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 91,493)	424-4120-536.64-15	WS24MC	IT Hardware			(\$ 91,493)	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
(\$ 91,493)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 91,493	424-4120-536.64-15	WS23ML	IT Hardware			\$ 91,493	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 91,493	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Sellers WRF has several Programmable Logic Controllers (PLCs) operating the plant which need to be replaced and additional funds are needed for Project WS23ML. Agenda 25-056

City Council Approval Needed?

Yes. ☐

No. ☒

DATE APPROVED:

RESOLUTION #: 2025-006

City Council approval is needed for all transfers greater than \$75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Rose Hochreiter
Digitally signed by Rose Hochreiter
Date: 2025.01.14 11:15:33 -05'00'

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.01.30 11:22:11 -05'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh
Digitally signed by John "Jack"
Walsh
Date: 2025.01.14 11:19:49 -05'00'

Lora Howell
Digitally signed by Lora Howell
Date: 2025.01.31 13:52:04 -05'00'

Department Director's Signature

Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered:

Entered By:

Group #:

CITY COUNCIL AGENDA ITEM

Memo Date: 01/21/2025
Agenda Date: 2/11/2025
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Approve a Resolution Amending the FY2025 Budget, BAF#2025-031A, from the Police Special Education Fund and to Expend \$10,000 on Training

BACKGROUND:

Florida State Statute 938.15 provides that the Clerk of the Court collect \$2.00 for every citation that is written within the City of Cocoa and that it be used for criminal justice training courses for law enforcement officers and agency support personnel. These funds are disbursed to the Cocoa Police Department twice a month through checks from the Clerk of the Court.

The Department budgets for these funds annually, however, several years passed without expending funds so there are more funds in the fund balance account than what is budgeted for in 2025. The Department is requesting to bring some of those funds into the FY2025 budget for various trainings for staff.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds

Amount Requested \$2,925

Account Number 142-2100-521.40-00

Account Name Law Enforcement Travel & Per Diem

Amount Requested \$100

Account Number 142-2100-521.54-00

Account Name Membership & Dues

Amount Requested \$6,975

Account Number 142-2100-521.55-00

Account Name Law Enforcement Training

Source of Funds: ☒ Fund Balance #:142-0000-389.99-50

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2025 Budget, BAF#2025-031A, from the Police Special Education Fund and to Expend \$10,000 on Training

RESOLUTION NO. 2025-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2025; 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, 2024, and ending on September 30, 2025, at a Special meeting held on September 17, 2024; 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 2024-2025 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 11th day of February 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY 2025- 031-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: 2100

DATE PREPARED: 1/22/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 10,000	142-0000-389.99-50		Fund Balance-Approp Reserves			\$ 10,000	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 10,000	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 2,925	142-2100-521.40-00		Law Enforcement/Travel & Per Diem			\$ 2,925	
\$ 100	142-2100-521.54-00		Law Enforcement/Membership & Publications			\$ 100	
\$ 6,975	142-2100-521.55-00		Law Enforcement/Training			\$ 6,975	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 10,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Department is requesting to amend the budget to bring in Second Dollar training funds (State Forfeiture Funds) to use for travel and training expenses.
Agenda# 25-068

City Council Approval Needed?

Yes. ☒

No. ☐

DATE APPROVED: _____

RESOLUTION #:

2025-007

City Council approval is needed for all transfers greater than \$75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Susan Lambert
Digitally signed by Susan Lambert
Date: 2025.01.22 12:01:55 -05'00'

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.01.22 15:26:03 -05'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

Evander Collier IV
Digitally signed by Evander Collier
Date: 2025.01.22 12:22:21 -05'00'

Lora Howell
Digitally signed by Lora Howell
Date: 2025.02.06 11:44:04 -05'00'

Department Director's Signature

Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: 01/22/2025
Agenda Date: 2/11/2025
Prepared By: James Mitchell, Chief Water Plant Operator
Through: John Walsh, Utilities Director
Requested Action: To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase Two (2) Mitsubishi Mini-Split Systems from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Budget Transfer to the FY2025 Budget, BAF# 25-032-T, to Reallocate Funds to Purchase Replacement HVAC Equipment from Trane.

BACKGROUND:

The Dyal WTP owns and maintains a combination of Trane® Heating, Ventilation, and Air Conditioning (HVAC) equipment located within various facilities consisting of air handlers, compressors, and chiller systems; therefore, Trane® equipment has been standardized for consistency of maintenance, repair parts, and interoperability with the existing equipment and proprietary environmental control automation systems. In addition, there is an active multi-year service agreement with Trane® to assist in maintaining HVAC equipment.

In January 2015, the Operational Hardware Implementation Project proceeded into the construction phase. During the design phase, a dedicated HVAC system was not included for the Dyal Operational Hardware Facility. The Operational Hardware Facility shares the HVAC with the Dyal Console Room.

During the installation of the upgraded Operational Hardware (WS18SC) in FY2024, it was discovered that the additional heat created by the upgraded operational hardware caused the Console HVAC system to struggle to stabilize the temperature to the recommended levels for operations. The Dyal Operational Hardware Facility is the core technology that allows us to monitor all systems, control pump operations, and it is absolutely critical to the plant operations.

It has been determined that to adequately cool the server room, Two (2) mini-split systems for the Dyal Operational Hardware Facility. The components of the mini-split system are Two (2) Mitsubishi Evaporators PKA-A36KA8 - TPKA0A0361KA80A, Two (2) Mitsubishi Condensers PUY-A36NKA7 - TRUYA0361KA70NA, Two (2) Mitsubishi Controls TAR-41MAAU, and Two (2) Condensate pumps.

Staff is requesting City Council approval to Purchase Two (2) Mitsubishi Mini-Split Systems from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant by utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341,

effective September 1, 2022 through August 31, 2027. In addition, staff also requests the approval of a budget transfer to the FY2025 budget, to reallocate available operating funds to fully fund the required capital equipment.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes, BAF #25-032-T

Source/Use of Funds

Amount Requested: (\$92,830.00)

Account Number: 421-4020-536.46-00

Account Name: Repair & Maintenance

Source of Funds: Operating Revenue

Transfer Account To: 421-4020-536.64-00

Transfer Account Name: Machinery & Equipment WS23DC

Transfer Amount: \$92,830.00

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

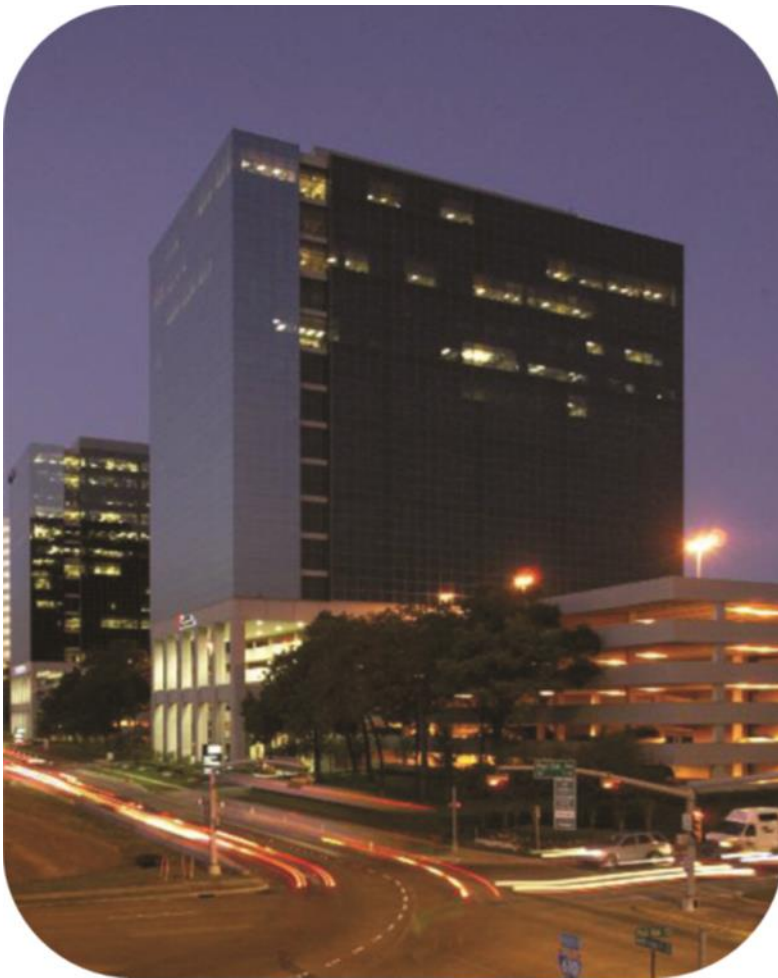
To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase Two (2) Mitsubishi Mini-Split Systems from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Budget Transfer to the FY2025 Budget, BAF# 25-032-T, to Reallocate Funds to Purchase Replacement HVAC Equipment from Trane.



Trane Turnkey Proposal

Dyal Water Treatment Plant

Room HVAC Upgrades 2025



Turnkey Proposal For:
Rachel Unruh
Chief of Maintenance
Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

Local Trane Office:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:
Jason Aki
Account Manager – Team Leader
Office: (407) 660-1111
Cell: (321) 228-8865

Proposal ID:
7959840

Date:
February 4, 2025

OMNIA Partners / Trane Proposal # H3-129406-24-007

OMNIA Partners / Trane Contract #3341



Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help the Dyal Water Treatment Plant reach its performance goals and objectives. This proposed project to install two (2) mini-split systems for the Main Building [REDACTED] Room will enhance your operation by helping you to optimize your resources and provide new equipment to serve the area.

We appreciate the effort from the Dyal Water Treatment team to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing turnkey retrofit services to help achieve a comfortable environment for the people who occupy the facility. For the people who own, manage, and maintain the site, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits you should expect from this project are highlighted below.

- Trane Safety Plans in Place
- Trane Installation Team Oversight
- Turnkey Project
- Newer, More Efficient Equipment with Factory Warranties

Trane appreciates the opportunity to earn your business. We look forward to partnering with you for your turnkey retrofit service needs.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

Prepared For:
Rachel Unruh
Chief of Maintenance
Dyal Water Treatment Plant

Date:
February 4, 2025

Proposal ID:
7959840

Job Name:
Dyal Water Plant [REDACTED] Room HVAC Upgrades 2025

Payment Terms:
Net 30

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Proposal Expiration Date:
30 Days

State Contractor License Number:
CM-C1249843

Scope of Work

“Scope of Work” and notations within are based on the Jacobs Engineering plans for [REDACTED] Room HVAC Upgrade dated September 2024.

Turnkey Installation of HVAC Equipment

- Qty (2) Mitsubishi Evaporators PKA-A36KA8 - TPKA0A0361KA80A
- Qty (2) Mitsubishi Condensers PUY-A36NKA7 - TRUYA0361KA70NA
- Qty (2) Mitsubishi Controls TAR-41MAAU
- Qty (2) Condensate pumps

Mechanical Installation

- Remove ceiling tiles and grid where needed along back wall.
- Core drill exterior wall where needed for piping penetrations.
- Install two (2) Mitsubishi 3-ton Evaporators in [REDACTED] Room per Jacobs engineered drawings.
- Install two (2) Mitsubishi 3-ton Condensers with wall brackets on exterior wall in lieu of equipment pads.
- Provide corrosion control coatings for evaporator coil and condenser casement and coils.
- Install pipe sleeves through exterior wall.
- Install new copper refrigerant piping from both indoor units to both outdoor units.
- Install supports and cushion clamps on exterior wall.
- Connect refrigerant piping to both indoor units and outdoor units.
- Perform pressure test with dry nitrogen and ensure a leak-free installation.
- Insulate piping with 3/4"-thick elastomeric tubing.
- Jacket exterior piping with aluminum jacketing.
- Install communication cables from indoor units to outdoor units.
- Install two (2) new condensate pumps at indoor units.
- Install condensate drains through exterior wall to be terminated in grassy area outside.
- Fire caulk all through wall penetrations.
- Evacuate refrigerant piping to manufacturer recommended micron levels.
- Perform startup and ensure proper operation of new equipment.
- Replace ceiling grid and ceiling tiles.
- Provide clean up and debris removal from site.

Electrical Installation

- Provide and install “rigid” conduit and wiring as detailed in drawings for new power.
- Provide and install stainless steel disconnects for new condensing units as specified.
- Provide and install disconnects for new air handling units located in the building.
- Bond exterior condensing units to existing ground ring.

- Provide and install stainless steel hardware for exterior supports.
- Provide and install new Siemens Type BQ Breakers for new equipment.
- Terminate and torque all connections.
- Power on and check voltage with Start Up Technician.
- Remove misc. materials and debris.

Proposal Notes/ Clarifications

- Price is valid for 30 Days.
- 25% of the contract amount will be billed at the beginning of the job for equipment release and mobilization.
- **This proposal does not contain furnishing, installing, removal and reinstallation, controlling, or wiring of smoke dampers, combination fire/smoke dampers, reset stations, duct detectors, smoke detectors, or other fire alarm system devices.**
- **This proposal does not include any fire protection scope.**
- **This proposal does not include engineering or engineered plans.**
- **This proposal does not include building automation controls work.**
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays).
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal shall be performed by customer.
- This proposal does not include anything NOT mentioned in the scope above.
- Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Investment

Total Investment for this Service\$92,830*

** Above pricing is based upon OMNIA Partners/Trane Contract #3341.*

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

Acceptance of Proposal By:
Customer: _____
Signed: _____
By: _____
Title: _____
Date: _____
Customer P.O. # (if any): _____

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(1024)
Supersedes 1-26.251-10(0123)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of

providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or

undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



January 26, 2023

To: All Departments

Subject: Approved use of Omnia Partners contract 3341 with Trane US Inc.

The Purchasing Department has reviewed Omnia Partners contract 3341 with Trane US Inc. where Racine County, WI is the lead agency and has confirmed that the terms are acceptable for departmental use through August 31, 2027 unless extended.

The contract provides discounted pricing for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services such as training, start-up and commissioning services, installation, maintenance, turn-key services, IEQ, repair services, rentals, leases, and equipment upgrades.

IFB # RC2022-of 1001, General Terms and Conditions Section II-K National Contract states the solicitation is available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program and that the successful bidder is required to extend these services. It is further stated under Attachment D that Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase.

The City may enter into supplementary agreements and/or append its terms and conditions to the master agreement through the issuance and vendor acceptance of a purchase order.

The vendor quote and department requisition must clearly reference that pricing is being provided in according with this contract. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager approval authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa



HVAC SYSTEM

SCHEDULED SERVICE AGREEMENT 2023

Trane Office**Trane U.S. Inc.**

2301 Lucien Way, Suite 430
Maitland, FL 32751

Trane Representative**Jason Aki****Account Manager – Team Leader**

Cell: (321) 228-8865

Office: (407) 660-1111

jtaki@trane.com

Proposal ID

7055756

Telephone Number for Service

(407) 660-1111

Company Name**Dyal Water Treatment Plant**

28400 State Road 520
Christmas, FL 32709

Attention**Rick Cochran****Asset Manager**

Cell: (321) 271-6336

rcochran@cocoaf.gov

OMNIA Partners Proposal #H3-129406-22-002

OMNIA Partners / Trane Contract #3341

November 23, 2022

EXECUTIVE SUMMARY

This **Scheduled Service Agreement** provides an integrated approach to planned maintenance for your HVAC equipment and building automation system (BAS). It is an effective service strategy. After all, both systems must work together to your building comfortable and energy efficient.

Under this combined service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Our local factory trained technicians keep your HVAC and BAS running efficiently and reliability, as two interdependent systems.

As an HVAC and systems service provider, Trane offers many advantages:

- Confidence that your HVAC equipment and BAS are being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. *(FEMP) O&M Guide 2010*

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



LET'S GO BEYOND™

SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS.

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year



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REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has **all** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



LET'S GO BEYOND™

HVAC EQUIPMENT COVERAGE

Dyal Water Plant

Site	Equipment Type	Manufacturer	Model Number	Serial Number	Notes
Building 1	SS Air Handling Unit	Trane	TWE120B300EL	8402L2LBD	AHU 10T
	SS Air Handling Unit	Trane	TWE060A100EL	9352PC1BD	AHU 5T
	SS Air Handling Unit	Trane	TWE120B300EL	8435LMKBD	AHU 10T
	SS Air Handling Unit	Lennox	CBX40UHV-30-230-6-03	1613L08706	AHU 2.5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9351Y122F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9351Y4G2F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9333GG2F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9352LAT2F	CU 5T
	SS Condensing Unit	Trane	2TWB3060A1000AA	9351Y3M2F	CU 5T
	SS Condensing Unit	Lennox	XP16-024-230-11	5814L03695	CU 2T
	Building Automation System	Trane	VariTrac	N/A	BAS
	Rooftop Unit	Trane	TSC120E4R	103410721L	RTU-1
	Rooftop Unit	Trane	TSC120E4R	103411365L	RTU-2
Filter Gallery	SS Condensing Unit	Trane	TTA120D400	12282T54YA	AHU 10T
	SS Air Handling Unit	Trane	TWE120D300	13171K6WBA	CU 10T
	SS Condensing Unit	Trane	TTA120D400	1231569DYA	AHU 10T
	SS Air Handling Unit	Trane	TWE120D300	13171LC3BA	CU 10T
Filter Gallery - Electrical	SS Condensing Unit	Trane	4TTR7024A1000BA	192912FM2F	3-CU-1
	SS Air Handling Unit	Trane	GAM5B0A24M21EAB	19222M8B1V	2T AHU
Building 2	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SKL3F	1.5T CU
	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SS43F	1.5T CU
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	81750S31V	AHU #1
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	83810X31V	AHU #2
Building 5	SS Condensing Unit	Trane	4TTR4018L1000AB	193514LGAF	1.5T CU
	SS Condensing Unit	Trane	4TTR4018L1000AB	193514N0AF	1.5T CU
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	190754A33V	AHU #1
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	19062XNC3V	AHU #2
Building 6	SS Condensing Unit	Trane	4TTR4018L1000AB	193514YHAF	1.5T CU
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	19331WLT3V	1.5T AHU
Building 7	SS Condensing Unit	Trane	4TTB3030D1000A	11184XEC3F	2.5T CU
	SS Air Handling Unit	Trane	4TEC3F30B1000AA	11245SL7AV	2.5T AHU



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Building 8	Air-Cooled Chiller	Trane	CGAM100	U19E73671	Chiller #1
	Air-Cooled Chiller	Trane	CGAM100	U19E73670	Chiller #2
	Chilled Water Pump	WEG	213TC	7.5hhp	CHW Pump #1
	Chilled Water Pump	WEG	213TC	7.5hhp	CHW Pump #2
	Chilled Water AHU	Carrier	39SHK09-4W	1714R43535	CHW AHU #1
	Chilled Water AHU	Carrier	39SHK09-4W	1714R43536	CHW AHU #2
	SS Condensing Unit	Trane	TTP024C100A3	N082TBFCF	SS CU - B8
	SS Air Handling Unit	Trane	TWE024C14FA0	N0810T31V	SS AHU - B8
Building 9	SS Condensing Unit	Trane	TTP024C100A3	N291M9YFF	2T CU
	SS Condensing Unit	Trane	TTP018C100A2	N283P8RFF	1.5T CU
	SS Air Handling Unit	Trane	TWE024C14FA0	N301WN71V	2T AHU
	SS Air Handling Unit	Trane	TWE018C14FA0	N301WKW1V	1.5T AHU
Building 11	Rooftop Unit	Trane	TZC048F	171910242L	RTU-1
	Rooftop Unit	Trane	TZC048F	171910228L	RTU-2
Building 12	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SHT3F	1.5T CU
	SS Condensing Unit	Trane	2TTB3018A1000AA	9343STG3F	1.5T CU
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	81750SS1V	AHU #1
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	8175SN31V	AHU #2
Building 15	Mini Split Condensing Unit	Trane	TRUZA0181KA70NA	03U014367H1J32	ACCU2
	Mini Split Air Handling Unit	Trane	TPKA0A0181HA70A	9XA000037G6B36	AHU-1
	SS Air Condensing Unit	Trane	TTA180	21042728TA	ACCU1
	SS Air Handling Unit	Trane	TWE180	20442306WA	AHU-2
Building 16	Mini Split Condensing Unit	Trane	TRUYA0421K070NA	9343SHT3F	ACCU1
	Mini Split Air Handling Unit	Trane	TPVA0421AA70A	11G0000832P813	AHU-1
	Mini Split Condensing Unit	Trane	TRUYA0421KA70NA	9343STG3F	ACCU2
	Mini Split Air Handling Unit	Trane	TPVA0421AA70A	11G0000932P813	AHU-2
Taylor Creek	SS Condensing Unit	Trane	2TTB3024A1000CA	14163L373F	8-CU-1
	SS Air Handling Unit	Trane	TWE030C140F1	N29348A1V	8-AHU-1
Weewahoottee	Mini-Split Condensing Unit	Carrier	RAV-SP180AT2-UL	302P0071	1.5T MS CU
	Mini-Split Air Handling Unit	Carrier	RAV-SP180KRT-UL	32600031	1.5T MS AHU
	Mini-Split Condensing Unit	Carrier	24ABB342A300	4113E18180	2T CU
	Mini-Split Air Handling Unit	Carrier	FB4CNF042	4213A84972	2T AHU
	SS Condensing Unit	Trane	4TTR4024L1000BA	17215AL24F	2T CU
	SS Air Handling Unit	Trane	TEM4A0B24S21SAA	17301SFW3V	2T AHU



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Downtown Cocoa Plant	Mini-Split Condensing Unit	Mitsubishi	PUMY-P60NKMU	54U03365C	CU-1
	Mini-Split Condensing Unit	Mitsubishi	PUMY-P60NKMU	54U03402C	CU-2
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E2	54M00556	AHU-1
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E3	54M00558	AHU-2
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E4	54M00552	AHU-3
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E5	54M00563	AHU-4

*** See Appendix for detailed Scope of Services for each maintenance inspection.**



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PRICING AND ACCEPTANCE

Attention:
Rick Cochran
Asset Manager

Site Address:
Dyal Water Plant
28400 State Road 520
Christmas, FL 32709

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "HVAC Systems Scheduled Service Agreement," the consecutively numbered pages immediately following such title page and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Investment
Year 1: 01/01/2023 – 09/30/2023	\$40,716

Labor

Annual Inspection (Quantity 1) = 160 hours x \$155/hour = \$24,800

Routine Inspections (Quantity 2) = 40 hours x \$155/hour x 2 Inspections = \$12,400

Materials

Filters, belts, consumables, etc. at 27.5% Gross Margin = \$3,516

Optional Contract Renewal Terms	Annual Investment
Year 2: 10/01/2023 – 09/30/2024	\$49,812
Year 3: 10/01/2024 – 09/30/2025	\$51,804
Year 4: 10/01/2025 – 09/30/2026	\$53,876
Year 5: 10/01/2026 – 09/30/2027	\$56,032

Note: Year 1 includes one (1) Annual Inspection and two (2) routine inspections as it is pro-rated to match the City of Cocoa's fiscal year. Optional Years 2-5 include one (1) Annual Inspection and three (3) Routine Inspections.

*** The above pricing is based upon the OMNIA Partners / Trane Contract #3341.**

☐ Service Fee Discount. A **one-time three percent (3%) discount** is offered for full payment of one year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.



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In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is **January 1, 2023 - September 30, 2023**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **September 30, 2023**, this Agreement may be renewed at Customer's option for successive periods of one (1) year (the "Renewal Term") until terminated as provided herein and in accordance with the Annual Investment summary provided on Page 8. Customer shall notify Trane by telephone or by U.S. mail thirty (30) days prior to the expiration of the Initial Term or a subsequent Renewal Term of its intent to extend this Agreement for an additional Renewal Term. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (407) 660-1111 or by direct mail addressed to: 2301 Lucien Way, Suite 430 Maitland, FL 32751.

Cancellation by Customer Prior to Services; Refund; Cancellation for Cause

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company. In addition, should Trane materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the Customer, the Customer shall be entitled to terminate this Agreement immediately and Trane shall refund the Customer any pre-paid fees for Services not delivered to the Customer satisfaction by Trane.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
Dyal Water Plant	Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Jason Aki
_____ Printed Name	_____ Proposal Date: November 23, 2022
_____ Title	_____ Cell: (321) 228-8865
	_____ Office: (407) 660-1111
	_____ License Number: CMC1249843



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A handwritten signature in blue ink, appearing to read "Eric Smedley".

Authorized Representative

Senior Area General Manager

Title

01/20/2023

Signature Date

Purchase Order

Acceptance Date



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TERMS AND CONDITIONS

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services").

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due and payable in accordance with the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Without liability to Customer, Company may discontinue performance whenever payment is overdue and upon ten (10) days' written notice to Customer.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation



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of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. **Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate ninety (90) days after termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. **Indemnity.** Trane shall protect, defend, indemnify and hold harmless, the Customer, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which City, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions, or willful misconduct of Trane, its employees, or agents, arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the Trane, its employees or agents; or any breach of this Agreement by Trane, its employees or agents, except to the extent of the sole negligence, wrongful acts or omissions of the Customer or its agents, elected or appointed officials, employees, or representatives. For purposes of this indemnification only, Trane shall indemnify the Customer for claims made by the employees of Trane, and Trane hereby waives its entitlement, if any, to immunity under SECTION 440.011, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE LIMITS OF APPLICABLE INSURANCE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. **CONTAMINANTS LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. **Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos poly-chlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to



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resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

22. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS. Service Provider agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Service Provider related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the Service Provider. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Service Provider are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall



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at any and all reasonable times during the normal working hours of the Service Provider be open and freely exhibited to the CITY for the purpose of examination and/or audit. Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider shall provide the City, upon request from the City Clerk, copies of the requested public records at no cost or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, copies of all public records in possession of the Service Provider. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Service Provider acknowledges that if the Service Provider does not provide the public records to the City within a reasonable time, the Service Provider may be subject to penalties under Section 119.10, Florida Statutes. The Service Provider acknowledges that if a civil action is filed against the Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Service Provider, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Service Provider to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Service Provider fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

23. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Agreement, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

24. E-Verify. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Company shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Company shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Company shall provide a copy of all subcontractor affidavits to the Customer upon receipt and shall maintain a copy for the duration of the Agreement. Company must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Company stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the Customer. Company shall be liable for all costs incurred by the Customer securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

25. The City intends to avail itself of the benefits of Section 769.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Service Provider agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars (\$200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

1-26.130-7 (0821)
Supersedes 1-26.130-7 (0720)



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APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



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CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Air Cooled Condenser Annual Inspection – Qty. 1

Description

- Lock Out Tag Out Condenser
- Electrical Inspection-Unitary
- Leak Test Inspection (Positive Pressure)
- Condenser Coil Check
- Condenser Physical Fan Check
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Service 2: Air Cooled Condenser Routine Inspection – Qty. 2

Description

- Lock Out Tag Out Condenser
- Condenser Coil Check
- Unitary Visual Equipment Inspection
- Remove Lock Out Tag Out and Restore Power

Service 3: Odyssey Annual Inspection – Qty. 1

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Odyssey)
- Start Up Seasonal Cooling

Service 4: Odyssey Routine Inspection – Qty. 2

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO

Service 5: Precedent Annual Inspection – Qty. 1

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Evaporator Coil Cleaning, No LOTO
- Condensate Drip Pan Treatment
- Supply Fan Inspection
- Condenser Fan Check
- Bearing Lubrication
- Filter Inspection And Change
- Electrical Inspection



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- Check Damper - M Series, BYC
- Seasonal Cooling Start Up
- Log Unit

Service 6: Precedent Routine Inspection – Qty. 2

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Filter Inspection And Change
- Condensate Drip Pan Treatment
- Log Unit (Unitary)

Service 7: RTAA Annual (Water Coil Cleaning) – Qty. 1

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Water (Applied)
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- Manual Log With Electronic Device
- Complete Required Paper Work

Service 8: RTAA Routine Inspection – Qty. 2

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check

Service 9: Split System Air Handler Annual Inspection (Includes Condenser) – Qty. 1

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Direct Drive)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser



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- Condenser Coil Check (Generic)
- Coil Cleaning Solution
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 10: Split System Air Handler Routine Inspection (Includes Condenser) – Qty. 2

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Visual Electrical Inspection
- Generic Check Delta T
- Log Unit (NTP Air Handler)

Service 11: Building Automation System Analysis and Review – Routine Inspection – Qty. 3

Description

- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review

Notes:

1. Filter to be replaced during the routine and annual inspections.
2. Belts to be replaced on an annual basis.

Florida - Central (Zone 42, H3)		Hourly Rate 7/1/2022		
Item	Labor Classification	Normal Business Hours	Overtime	Holiday
1	Architect	\$ 317.07	\$ 475.60	\$ 634.14
2	Asbestos worker	\$ -	\$ -	\$ -
3	Boilermaker	\$ 225.48	\$ 338.21	\$ 450.95
4	Concrete finishers	\$ 126.83	\$ 190.24	\$ 253.66
5	Delivery personnel	\$ 77.51	\$ 116.27	\$ 155.02
6	Drafting	\$ 105.69	\$ 158.53	\$ 211.38
7	Drywall and ceiling installers	\$ 105.69	\$ 158.53	\$ 211.38
8	Electricians	\$ 246.61	\$ 369.92	\$ 493.23
9	Engineering design	\$ 246.61	\$ 369.92	\$ 493.23
10	Geothermal well field labor	\$ 162.06	\$ 243.09	\$ 324.12
11	Heavy equipment operators	\$ 176.15	\$ 264.22	\$ 352.29
12	HVAC commercial A/C technician	\$ 161.99	\$ 242.98	\$ 323.97
13	HVAC light commercial	\$ 133.87	\$ 200.80	\$ 267.74
14	HVAC helper	\$ 126.83	\$ 190.24	\$ 253.66
15	HVAC field supervisor	\$ 176.15	\$ 264.22	\$ 352.29
16	HVAC refrigeration technician	\$ 155.01	\$ 232.51	\$ 310.01
17	HVAC duct installer	\$ 155.01	\$ 232.51	\$ 310.01
18	HVAC filter technician	\$ 119.79	\$ 179.68	\$ 239.57
19	HVAC building automation technician	\$ 181.43	\$ 272.14	\$ 362.85
20	Infrared technician	\$ 211.38	\$ 317.07	\$ 422.76
21	Insulators	\$ 162.06	\$ 243.09	\$ 324.12
22	Laborers	\$ 77.51	\$ 116.27	\$ 155.02
23	Light equipment operators	\$ 105.69	\$ 158.53	\$ 211.38
24	Metal building assembler	\$ 126.83	\$ 190.24	\$ 253.66
25	Millwrights	\$ 126.83	\$ 190.24	\$ 253.66
26	Operating engineer	\$ 126.83	\$ 190.24	\$ 253.66
27	Painters, wall covering installers	\$ 140.92	\$ 211.39	\$ 281.85
28	Pipefitters	\$ 183.20	\$ 274.80	\$ 366.40
29	Plasterers	\$ 112.73	\$ 169.10	\$ 225.46
30	Plumbers	\$ 183.20	\$ 274.80	\$ 366.40
31	Project manager	\$ 183.20	\$ 274.80	\$ 366.40
32	Project administrator	\$ 133.87	\$ 200.80	\$ 267.74
33	Project engineering	\$ 176.15	\$ 264.22	\$ 352.29
34	Roofers	\$ 133.87	\$ 200.80	\$ 267.74
35	Sheet metal workers	\$ 155.01	\$ 232.51	\$ 310.01
36	Test and balance technician	\$ 211.38	\$ 317.07	\$ 422.76
37	Tile setters	\$ 133.87	\$ 200.80	\$ 267.74
38	Water Proofers, caulkers	\$ 105.69	\$ 158.53	\$ 211.38
39	Water treatment technician	\$ 155.01	\$ 232.51	\$ 310.01
Additional labor categories:				
1	Bricklayers; Masons	\$ 112.73	\$ 169.10	\$ 225.46
2	Carpenter /Case worker	\$ 126.83	\$ 190.24	\$ 253.66
3	Carpet Layers/Floor Installers	\$ 126.83	\$ 190.24	\$ 253.66
4	Data Comm/Telecom Installer	\$ 176.15	\$ 264.22	\$ 352.29
5	Elevator Mechanics	\$ 260.70	\$ 391.05	\$ 521.39
6	Glaziers	\$ 133.87	\$ 200.80	\$ 267.74
7	Ironworkers	\$ 133.87	\$ 200.80	\$ 267.74
8	Lathers	\$ 133.87	\$ 200.80	\$ 267.74
9	Sprinkler Fitters	\$ 176.15	\$ 264.22	\$ 352.29
10	Terrazzo Workers	\$ 133.87	\$ 200.80	\$ 267.74
11	Energy Engineer	\$ 200.86	\$ 301.30	\$ 401.73
12	MISC MATERIAL MARGIN	28.50%	28.50%	28.50%

Racine County, Wisconsin

Contract # 3341

for

**HVAC Products, Installation, Labor Based Solutions and
Related Product and Services**

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference



HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

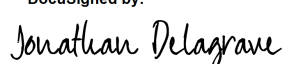
5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

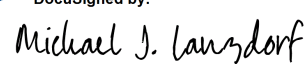
Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

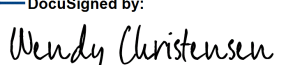
If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

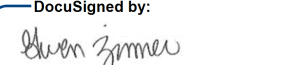
Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by:
 8/17/2022
7B076D90951B406...

BY: DocuSigned by:
 8/17/2022
30F9231CFBA0401...

BY: DocuSigned by:
 8/17/2022
FC1B3339B9654BD...

BY: DocuSigned by:
 8/16/2022
14A5552654004D4...

Trane U.S. Inc.
DocuSigned by:
 BY:  8/16/2022
93FF4CCACB964F1...



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Michaela Grasshoff, ARM PHONE (A/C, No, Ext): 212-345-2794 E-MAIL ADDRESS: Michaela.Grasshoff@marsh.com FAX (A/C, No):
INSURED Trane U.S. Inc. 2301 Lucien Way Suite 430 Maitland, FL 32751 United States	INSURER(S) AFFORDING COVERAGE COMPANY A: Old Republic Insurance Company COMPANY B: Travelers Indemnity Co of America COMPANY C: Travelers Property Casualty Co of Amer
	NAIC # 24147 25666 25674

COVERAGES**CERTIFICATE NUMBER:** 757623**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ TIME ELEMENT POLLUTION LIABILITY ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			MWZY 317456-24	4/17/2024	4/17/2025	EACH OCCURRENCE \$10,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$10,000,000.00 GENERAL AGGREGATE \$10,000,000.00 PRODUCTS - COMP/OP AGG \$10,000,000.00 policy aggregate \$20,000,000.00
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ PHYSICAL DAMAGE/SELF INS.			MWTB 317455-24 APD - Self Insured	4/17/2024	4/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$
B B C C	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	UB-8M35413A-24-51-K (All states) UB-9L048059-24-51-D (MN) UB-8M370386-24-51-R (Retro) TWXJ-UB-7434L45A-24 (OH)	4/17/2024 4/17/2024 4/17/2024 4/17/2024	4/17/2025 4/17/2025 4/17/2025 4/17/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional information.

CERTIFICATE HOLDER**CANCELLATION**

City of Cocoa 375 North Cocoa Blvd, Cocoa, FL 32922 United States	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 Marsh USA, Inc. BY: Michaela Grasshoff, ARM 
--	--

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. 2301 Lucien Way Suite 430 Maitland, FL 32751 United States
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

City of Cocoa is included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

City of Cocoa are included as Additional Insured where required by contract with respect to Automobile Liability pursuant to applicable endorsement.

Job Description: Various Projects

For questions regarding this certificate of insurance contact: Mildress Santana Email: millie.santana@tranetechnologies.com Phone: 407-551-1134

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

SECTION II - WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability to the extent caused by you and arising out of your operations, including both continuing and completed operations, or premises owned by or rented to you; or
2. Any designated person or organization, designated by you in writing to us, but only with respect to liability to the extent caused by you and arising out of your operations or premises owned by or rented to you and provided the "bodily injury", "property damage" or "personal and advertising injury" occurs subsequent to your written request to designate such person or organization as additional insured.

However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.



City of Cocoa Budget Adjustment Form FY 2025 - 032-T

SELECT ADJUSTMENT TYPE: Budget Transfer

REQUESTING DEPARTMENT #: 4020

DATE PREPARED: 1/22/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 92,830)	421-4020-536.46-00		REPAIRS & MAINTENANCE			(\$ 92,830)	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
(\$ 92,830)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 92,830	421-4020-536.64-00	CA2502	MACHINERY & EQUIPMENT			\$ 92,830	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 92,830	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Project WS18SC upgraded the Dyal SCADA Servers. However, the additional heat created by the upgraded servers was not anticipated and the current AC cannot adequately cool the room. The Dyal SCADA system is the core technology to allows to monitor all systems, control pump operations and it is absolutely critical the plant operations. These funds will be used to purchase two mini split systems. Agenda# 25-069

City Council Approval Needed?

Yes. ☒

No. ☐

DATE APPROVED: _____

RESOLUTION #: _____

City Council approval is needed for all transfers greater than \$75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

James Mitchell
Digitally signed by James Mitchell
Date: 2025.01.23 10:23:34 -05'00'

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.01.30 09:22:55 -05'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh
Digitally signed by John "Jack"
Walsh
Date: 2025.01.23 10:25:57 -05'00'

Lora Howell
Digitally signed by Lora Howell
Date: 2025.01.30 09:21:08 -05'00'

Department Director's Signature

Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: 01/31/2025
Agenda Date: 2/11/2025
Prepared By: Breanna Earley, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: Consider the Appointment of Jose Pacheco, to Fill one of the five Vacancies on the Board of Adjustment.

BACKGROUND:

Mr. Pacheco holds a degree in Business and Project Management and has been actively involved in community action since 2002. He is currently an administrator at a school that was set to close in 2018 with 140 students and now has just under 500. He has lived in the area since 2018 and regularly attends school board meetings to contribute ideas and collaborate on community focused initiatives. He meets all criteria for serving on a City board.

The Board of Adjustment currently has five vacancies. There are three regular member vacancies and two alternate member positions available. If Council desires to fill one of the regular member vacancies, then Mr. Pacheco would be fulfilling an unexpired term of a previous board member through May 2027.

The City's board vacancies have been properly advertised per its Board Vacancies policy.

A current board roster is also attached for Council's review.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Appointment of Jose Pacheco, to Fill one of the five Vacancies on the Board of Adjustment.

Breanna Earley

From: noreply@civicplus.com
Sent: Friday, January 17, 2025 4:43 PM
To: City Clerk
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Jose
Last Name	Pacheco
Application Date	1/17/2025
Address1	2515 Suwannee Dr.
City	Cocoa
State	Florida
Zip	32926
Cocoa City Council District	District 3
Home Phone Number	4078603007
Work Phone Number	4073137222
Cell Phone Number	4078603007
Other Phone Number	Field not completed.
Place of Business	Pine Castle Christian Academy

Title/Position Held	Campus Manager/Admin
Date of Birth*	
E-mail Address	pjosewol@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Board of Adjustment, Code Enforcement/Drug Related Public Nuisance Board, Planning & Zoning Board, Police Community Relations Advisory Board, Redevelopment Agency (Cocoa), Redevelopment Agency (Diamond Square), Utilities Advisory Board, Sustainability Advisory Board
--	---

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
---	-----

Do you own property or a business in Cocoa?	No
---	----

If yes, please list all addresses you own in the City of Cocoa:

Address1	Field not completed.
----------	----------------------

Address2	Field not completed.
----------	----------------------

City	Field not completed.
------	----------------------

State	Field not completed.
-------	----------------------

Zip	Field not completed.
-----	----------------------

Address1	Field not completed.
----------	----------------------

Address2	Field not completed.
----------	----------------------

City	Field not completed.
------	----------------------

State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	<i>Field not completed.</i>
Do you consent to a standard criminal background check?	Yes
(Section Break)	
Miscellaneous Information	
Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the	No

enterprise, the nature of the business, and the positions you hold or have held.

If yes, please provide details.

Field not completed.

(Section Break)

Interests and Experience

Additional Information May be Attached

Field not completed.

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I have had the privilege of always being a part of community action involvement since 2002 helping apartment communities serve their tenants by offering guidance from available resources. reporting traffic issues and helping solve them as we'll to the county. And now I am admin to school that was going to close in 2018 with 140 students to now having just under 500. Also my degree is in Business and Project Management. I have lived in cocoa since 2018 and would love to serve somewhere that I can be a blessing in my own community through all that I have learned throughout the years. I also attend our school board meetings sharing idea and creating plans for our school community.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race Hispanic-American

Gender Male

Disability *Field not completed.*

Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City

Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) <http://www.flsenate.gov/Statutes>.

Signature	Jose Pacheco
-----------	--------------

Date:	1/17/2025
-------	-----------

City Board and Committee Information as well as Meeting Information	<u>Boards and Committees</u>
--	------------------------------

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? [View it in your browser.](#)

Board of Adjustment		Meets Third Wednesday of Every Month @ 6pm		Expirations in May
MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Robert Dyar (3/3 of Non-Resident seats)	3513 Indian River Dr. Cocoa, FL 32926 bobbydyar@gmail.com	321-258-8284	05/2021 Appointed	2027
Dan Quattrocchi (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	05/2022 Reappointed 12/11/19 appointed (fulfilled seat vacated by Mr. Matthew Ford, who did not renew)	2025
Pam Shaia <i>Chairperson (as of 11/2023)</i> (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com	256-656-3249 cell 321-305-4584 Wk	05/2022 Reappointed 07/19 appointed (fulfilled Jolley vacancy)	2025
Patricia Weeks <i>Vice Chairperson as of 11/2023</i> VACANCY	1351 Tarton Way Cocoa, FL 32926 Patriciaaweeks@bellsouth.net	321-759-8563 hm, wk, cell	05/2021 Reappointed 01/2021 appointed to fulfill reg. term of Dyal 12/11/19 appointed as 1 st alt.	2027
Robert Butler	4992 Talbot Blvd. Cocoa FL, 32926 Rbut4992@gmail.com	407-791-3550	01/2024 appointed	2027
James Green VACANCY	3725 Highway 524, #314 Cocoa, FL 32926 Jamesagreen1995@gmail.com	321-795-7508	01/2024	2027
Kaitlyn Aliano VACANCY	12 Sunrise St. Cocoa, FL 32922 Kaitlyn.weisberg@gmail.com	321-432-8117	01/2021 Appointed	2027
VACANCY 2 nd Alternate Jenny Swisher	195 Sorrento Drive Cocoa, FL 32922 Gbsemail1@gmail.com	406-581-1162	01/2022 appointed	No expiration
VACANCY 1 st Alternate Randal Hiester	5292 Talbot Blvd. Cocoa, FL 32926 Rjhbjh2017@yahoo.com	321-501-6369 hm/cell	02/2020 Appointed	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 12/23	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Lori Chabot	433-8491	Updated 10/23	

CITY COUNCIL AGENDA ITEM

Memo Date: 01/23/2025
Agenda Date: 2/11/2025
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Informational Only.

BACKGROUND:

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Informational Only.



Office of the City Manager

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: January 24 – February 6, 2025

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 4 received/ 2 closed out - \$0 collected in fees
- Employment opportunities link: <https://www.governmentjobs.com/careers/cocoafl>
- New employees
 - N/A
- Recent promotions
 - Jennifer Justiniano – Building Permit Supervisor, Community Services/Building Permits, January 21, 2025
 - Stacey Evans – Utility Accounting Technician, Finance/Customer Service, January 21, 2025
 - Irene Ortega – Police Officer, Police/Administration, January 30, 2025
- Upcoming retirements
 - Jan Page – Receptionist, Utilities/Administration, February 28, 2025 (27 years of Service)

Communication and Economic Development

- Media Stories:

Stay Connected

www.CocoaFL.gov



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

- [Cocoa considers cameras in historic cemetery that was vandalized](#)
- ['Very disgusted:' Gravestone vandalized at historic Black cemetery in Florida](#)
- [Vandalism at Cocoa Historic Black Cemetery](#)
- [Vandals hit historic Black cemetery in Cocoa, spray paint burial site](#)
- [Cocoa leaders make plan to protect historic Black cemetery after vandalism](#)
- [Parts of historic Cocoa cemetery vandalized](#)
- [Families furious after historic Black cemetery vandalized in Cocoa: 'Troublesome'](#)
- [Space Coast Transportation Planning Organization awarded \\$4.9M federal grant](#)
- [Police search for suspect after cemetery vandalized in Cocoa](#)
- [Hilltop, a historic Black cemetery in Cocoa, is vandalized](#)
- [Gravesite vandalized at historic Cocoa cemetery](#)
- [Army Veteran, Former Corrections Sergeant Join Cocoa Police Department's Code Enforcement Team](#)
- New News Releases:
 - [Cocoa Fire Chief's Recognized with Prestigious Awards from Space Coast Fire Chief's Association](#)
 - [Applications now being accepted for the UpStart Cocoa Small Business Development Grant](#)
 - [For the 7th Year in a Row, Cocoa has Been Awarded the Distinguished Budget Presentation Award](#)
- Upcoming Events:
 - Cocoa's Arbor Day Plant Market and Trash Bash event, Saturday, April 5, 2025, 10am-2pm, Riverfront Park
- Social media/e-newsletter statistics
 - [Facebook](#)
 - Post reach: 11,211
 - Post engagement: 1,356
 - Followers: 16,683
 - [Twitter](#)
 - Followers: 3,619
 - [LinkedIn](#)
 - Post impressions: 1,544
 - Followers: 1,363
 - [NextDoor](#)
 - Impressions: 3,068
 - Members: 5,760
 - [January e-newsletter](#) (Sent 1/6/25)
 - Sent to 786 contacts
 - 50% open rate (average open rate for e-mail marketing in 2024 is 20%)
 - Next printed FYI Newsletter mails April 1, 2025.
- Upcoming special events at Leisure Services facilities:
 - [**The Village Idiot Pub 5th Annual Idiolympics**](#)
 - February 8, 2025, 12-3pm
 - Riverfront Park
 - [**Historic Cocoa Village Main Street Valentines Day Sip and Stroll**](#)

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

- February 8, 2025, 5-9pm
- Myrt Tharpe Square Gazebo
- **2025 Cocoa Mardi Gras Festival in the Park**
 - February 22, 2025, 5-10:30pm
 - Riverfront Park
- **Central Brevard County Humane Society Mardi Gras Paws in the Park**
 - February 23, 2025, 10a-3pm
 - Riverfront Park

Community Services – update 2/5/25

- **New businesses –January 24 – February 4, 2025**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
MO Magic LLC, DBA Wing Stop	2301 Highway 524 # 110, 32926	2	25	3	Wings & Such Restaurant Publix Plaza
Trilogy Retail Cocoa , Florida, LLC	2009 N Cocoa Blvd. 32922	2	1	2	Gas Station & Convenience Store New Owner
Tree house Enterprises, Inc	105 Brevard Ave, 32922	2	0	1	Smoke Supplies (NO Cannibis SOLD)
Electric Leopard Hair Studio,LLC	916 Florida Ave Unit G, 32922	2	1	1	Hair Studio (New)
Space Coast MMA, LLC	1503 N Cocoa Blvd, 32922	0	2	1	Mixed Martial Arts Studio /Lessons/ Teaching
Triana Solutions Services Corp	250 Brevard Ave, 32922	2	3	1	Tax- Notary & Immigration docs prepared
L.Fagen Enterprises(Village Beir Garten)	415 Delannoy Ave. 32922	3	2	1	Full Service Restaurant
Celtic Moon Cleaning, LLC	1610 Cocoa Bay Blvd, 32926	0	0	3	Home based Cleaning Service

Stay Connected

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

January 24 – February 4 building inspections – 85

January 24 – February 4 building permits issued – 95

Finance

No report

Fire Department

- Chief Lamm and Chief Hennessey received the awards of Fire Chief of the year and Chief Fire Officer of the year awards from the Space Coast Fire Chiefs Association on 1/31/25. The event was well attended and successful.
- New engine build completed on 1/20/25. Staff will be going to Ohio (Sutphen factory) February 10-12 to perform final inspection prior to delivery in April
- Completed the departments first Strategic Plan. Plan should publish early spring
- Total calls for service month of December: 544 calls (same volume as December report) with 341 of those calls being calls for service for emergency medical assistance/transport.

Information Technology

- Project updates/highlights
 - Upgraded Hardware procured for CH Hosts
 - UCP Operational for deployment
 - Valencia College intern continues assignment in IT
- Helpdesk stats as of 9/20/2024
 - 151 open helpdesk tickets
 - 498 new tickets opened in last 30 days
 - 462 tickets closed/resolved in last 30 days
 - 5359 tickets opened in last 365 days

Police Department Updated 1/24/25-2/6/25

- Activity/Event highlights
 - Sworn in Officer Ortega on 1/30/25
- New project/training updates
 - 2 officers attended Crossing Guard Training 1/30
- Chief's walk highlights
 - District 1 near Derby St and Brevard St 2/5
- Community engagement highlights/events
 - Attending Boys and Girls Club meeting on 2/4/25
 - MLK Peace March 1/20/25

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- Call stats-Crime Stats: January 1, 2025 - February 3, 2025 (For comparison purposes January 1, 2024-February 3, 2024, data is also included)
 - Property Crimes Offenses have decreased by 32%.
 - Violent Crime Offenses decreased by 40%
 - Overall, crime offenses have decreased by 34%.
- Code Enforcement stats/highlights/Activity:

Code Enforcement stats/highlights/Activity:

January 1, 2025-February 06, 2025

Active Cases	66
Complied Cases	15
Code Board Cases scheduled	6
Snipe Signs Pulled	78

Highlights:

- **Working on Outstanding Business Tax Receipts.**
- **Working on increased lien reduction requests as a result of compliance being achieved and PD Assist calls – public health/safety.**
- **Working to resolving Homeless camps & blighted vacant lots on US-1.**

Other Mention

- **Training new Code Officers.**
- **Scheduled February 13, 2025, Code Enforcement Board Workshop**

Public Works

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- Major project updates
 - Fiske and Broadmoor Acres – Under Construction
 - Lee Wenner Park Parking Lot Improvements Project – Under Construction
- Work order stats (received/closed)
 - 123 received
 - 109 closed
 - Residential Bulk Green Waste Requests This Period: 119
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
 - FDOT
 - SR 524 PD&E Study (437983-1) – In Progress
 - SR 501 Safety Project (447085-1) – Under Construction
 - SR 528 Widening and Reconstruction (407402-3) – In Design
 - SR 520 Safety Project Cox to Aurora (445689-1) - Under Construction
 - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
 - Brightline/FEC
 - SCTPO wrapping up the Intermodal Station Feasibility Study.
 - RCE Grant Application – 4 quadrant gates at W. Highland crossing – Submitted by SCTPO.

Utilities

- Capital Project Updates: <https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects>
- Operations – September
 - WFO Issued Work Orders – 1,097
 - WFO Completed Work Orders – 970
 - Hydrants Flushed – 474
 - Valves Exercised – 13
 - Utility Locate Requests – 2,360
 - SFO Issued Work Orders – 121
 - SFO Completed Work Orders – 84

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CITY COUNCIL AGENDA ITEM

Memo Date: 01/31/2025
Agenda Date: 2/11/2025
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: Informational Only.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current/Upcoming Vacancies:

Board of Adjustment

- 3 Regular member vacancies
- 2 Alternate member vacancies

Code Enforcement Board

- 1 Alternate member vacancy

Planning and Zoning

- 1 Regular member vacancy

Police Advisory Board

- 3 Regular member vacancies

Sustainability Advisory Board

- 4 Regular member vacancies, 3 terms expiring January 11, 2025

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.

- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:

Interested residents can apply on the City of Cocoa's website at www.cocoafl.gov under Your Government> Boards and Committees> Vacancies.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only.

RESOLUTION NO. 2024-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING A BOARD APPOINTMENT POLICY AND PROCEDURE FOR THE CITY COUNCIL TO UTILIZE WHEN MAKING APPOINTMENTS TO CITY BOARDS AND COMMITTEES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 2-58 of the Code of Ordinances of the City of Cocoa provides uniform procedures and requirements for establishing and/or abolishing boards and committees, appointing and removing members thereof, and conducting board and committee business; and

WHEREAS, the City Council of the City of Cocoa has established multiple boards and committees pursuant to the authority granted to the Council in Section 2-58 which serve to assist the City Council with tasks critical to efficient administration of City government and to provide members of the public with an opportunity to serve their community; and

WHEREAS, Section 2-58(e) of the Code of Ordinances provides that “all persons shall be appointed to, and removed from city boards and committees by majority vote of the city council,” and shall “serve at the pleasure of the city council;” and

WHEREAS, the City Council desires, via this Resolution, to create a uniform procedure which the City Council shall follow when appointing members to serve on City boards and/or committees; and

WHEREAS, providing a standardized board appointment process will serve to enhance the public’s confidence in the municipal services delegated to, and performed by, City boards and committees and to ensure that decisions of boards and committees are in the best interests of the City; and

WHEREAS, nothing in this Resolution is intended to supersede or conflict with Section 2-58 of the City Code and is merely intended to supplement the uniform procedures codified in such section; and

WHEREAS, this Resolution shall not apply to nor govern the process for filling vacancies on the City Council, which is addressed in Article III, Section 10 of the City Charter; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Resolution to be in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa; and

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Establishment of Board and Committee Appointment Process.**

BOARD AND COMMITTEE APPOINTMENT PROCESS

1. Board and Committee Member End-of-Term and Vacancy Procedures; Reappointment.

- a. The City Clerk shall notify the City Manager of the impending expiration of an appointment term for a currently serving board or committee member at least ninety (90) days prior to such expiration of their term or upon receiving a written resignation notice from a currently serving board or committee member.
- b. The vacancy or potential vacancy shall be advertised to the public by posting a notification of such vacancy on the City's website, social media, and newsletter, and by such other means directed by the City Manager. Such advertisement shall invite the public to apply for membership on the Board or Committee. Alternate members of the Board or Committee shall also be extended an invitation to apply for the vacancy.
- c. If a Board or Committee Member's term is expiring, they will be invited to apply for reappointment. Board and Committee members shall be informed that the Code of Ordinances, Section 2-58(f), provides that no board or committee member shall serve more than three (3) consecutive full terms on the same board or committee. However, the City Council has reserved the right to waive the term limitation set forth in Section 2-58(f) when the Council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out. Board or committee members applying for reappointment shall be considered for reappointment in accordance with Section 3 below and amongst other candidates that have applied for the seat, if any.
- d. Persons wishing to be considered for appointment to a City board or committee must submit an online application for appointment to the City Clerk's Office no later than thirty (30) calendar days after the vacancy or potential vacancy is advertised. Vacancy advertisements may be extended at the discretion of the City Manager. Application assistance is available through the City Clerk's Office by phone (321) 433-8480 or email cityclerk@cocoafl.gov.
- e. The City Clerk's Office shall review the applications, assess applicants' qualifications for the position to which they have applied in accordance with Section 2-58 of the Code of Ordinances, and conduct background checks of each applicant upon receipt.

- f. The City Council shall consider applicants for the seat at its next regularly scheduled meeting following the closing of the period for acceptance of applications and the completion of the investigation into the qualifications of the applicants and shall vote to appoint or reappoint a member either (1) immediately for a currently vacant seat; or (2) effective upon the expiration of the term of the currently serving member for an upcoming vacancy on the board or committee. The City Clerk shall attempt to schedule consideration of the appointment no later than the first City Council meeting of the month prior to the term expiration to ensure seats will be filled.
- g. Appointees approved by the City Council will assume their Board Member or Committee Member positions and responsibilities immediately upon the expiration of the incumbent Member's term, or immediately for the remainder of the term if the seat has an unexpired term and is vacant.
- h. Reappointments may be made in accordance with Section 3 below.

2. Qualification of Board and Committee Members and Factors to be Considered during Appointment

- a. All board and committee members must meet the requirements of Section 2-58(c) of the City of Cocoa Code of Ordinances, as may be amended from time to time. Any person nominated, elected, or appointed to serve on a board or committee of the City shall satisfy the following requirements, except as otherwise provided by state or federal law:
 - i. Applicants must complete an application as prescribed by the City Council;
 - ii. Applicants must consent to a standard criminal background check;
 - iii. Applicants must be a resident or owner of real property, and a registered voter as defined in Section 2-58 of the City Code unless the City Council by unanimous vote waives this requirement upon a determination that a vacancy on a board or committee must be filled by a person with specialized skills and training and a resident or owner of real property and who is a registered voter with such skills and training cannot be reasonably found to fill the vacancy. If said requirement is waived, the vacancy shall only be filled by a person who is a resident or an owner of real property within the city; and
 - iv. Applicants must never have been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction, any plea of nolo contendere shall be considered a conviction for purposes of this paragraph, unless civil rights have been restored.
 - v. Any other requirements imposed by state law applicable to a board or committee.
- b. All applicants shall abide by and be subject to the provisions of Chapter 112, Florida Statutes, Part III, pertaining to the Code of Ethics for Public Officers and Employees, and shall meet any requirements set forth therein.
- c. City employees shall not be permitted to apply to Boards or Committees unless otherwise approved by the City Manager.

- d. The City Council shall take into consideration general qualifications in analyzing an applicants' fitness for a particular board or committee appointment. General qualifications for the City Council to consider when reviewing applicants shall include, but not be limited to, the following:
 - i. Whether applicant has relevant expertise related to the purpose and function of the board or committee.
 - ii. Whether the applicant is interested in serving their community.
 - iii. The applicant's professional business experience, including but not limited to their degree of involvement in managing a business or other corporate entity.
 - iv. Applicant's willingness to perform all board or committee member responsibilities and duties.
 - v. Applicant's ability to commit the time necessary to fulfill such duties and responsibilities required of board or committee members, including attending scheduled meetings.
 - vi. Applicant's knowledge of the respective roles of the City Council and board or committee members, and knowledge of the general operation of the City.
 - vii. The applicant's personal integrity, character, intelligence, and ability to work well with others.
 - viii. Geographic diversity of the Board with respect to residency in each of the single member voting districts.
 - ix. Whether the Applicant already serves on another Board or Committee. In some cases, such as where the Boards or Committees possess final decisionmaking authority, appointment on two Board or Committees will be prohibited.

3. Reappointment Process for Board and Committee Members

- a. All Board Members shall serve terms as outlined in the Code of Ordinances, Section 2-58. Members who have not exceeded their maximum allowable number of terms may be reappointed by the City Council and will be considered along with any new applicants who have applied for the position. Factors to be considered in the reappointment include, but are not limited to, the following:
 - i. The member's satisfaction of the general qualifications under Section 2.
 - ii. The demonstrated ability of the member to work collaboratively with the City Staff and the City Council to further the goals and tasks of the City of Cocoa.
 - iii. The overall performance and level of commitment by the member to the board or committee on which they serve.

4. Voting on Appointments by Ballot

- a. In circumstances where there are more applicants for membership on a board or committee than there are vacancies for that board or committee, the City Council

shall vote by ballot to choose the next member or members of said board or committee.

b. Process for Voting by Ballot:

- i. The City Clerk shall create ballots, one for each City Councilmember, which contain the names of all board/committee applicants and a space for Councilmembers to rank said applicants.
- ii. At the public meeting at which the Council will appoint board or committee members, during the section of the agenda where appointment is to take place, the Clerk shall provide the Councilmembers with the ballots.
- iii. Councilmembers shall, on their ballots, write their name and indicate the order in which they prefer all applicants, placing the numeral 1 beside their first preference, the numeral 2 beside their second preference, and so on for every possible choice.
- iv. Once all Councilmembers have completed their ballots, the Clerk shall collect all ballots and tally the votes for each applicant. The City Clerk shall announce the applicant with the lowest number of points, who shall be appointed to the seat. If there are multiple seats open, the applicant with the second lowest number of points shall be appointed as well, and so on. If multiple seats are open with different term lengths, the applicant with the lowest number of points shall be appointed to the seat with the longest term, the applicant with the second lowest number of points shall be appointed to the seat with the second longest term, and so on.
- v. The applicants selected in accordance with the ballot voting procedure shall be appointed to the vacant board or committee seat by motion of the City Council.

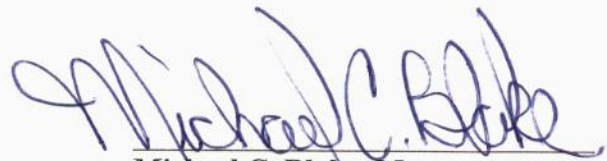
- c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All resolutions or parts of resolution in conflict herewith are hereby repealed to the extent of the conflict.

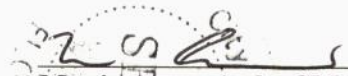
Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED in a Regular Meeting of the City Council of the City of Cocoa, Florida, this 4th day of June, 2024.


Michael C. Blake, Mayor

ATTEST:


Monica Arsenault, CMC, City Clerk

